



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

COPPER ISLAND ACADEMY
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

APRIL 26, 2021

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AUTHORIZING RESOLUTION

AUTHORIZATION OF PUBLIC SCHOOL ACADEMY AND APPOINTMENT OF INITIAL BOARD OF DIRECTORS

Copper Island Academy

CMU BDT APPROVED

Date: April 22, 2021

Signature: Mary Jane Hanagan

Recitals:

1. The Michigan legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993.
2. The Michigan legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy.
3. The Michigan legislature has mandated that authorizing bodies establish by resolution the method of selection, length of term, and number of members of the board of directors.
4. According to this legislation, the Central Michigan University Board of Trustees, as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies.
5. The Central Michigan University Board of Trustees has requested applications for organizing public school academies and has reviewed the applications according to the provisions set forth by the Michigan legislature.
6. The Central Michigan University Board of Trustees has established chartering policies in addition to the policy titled *Public School Academy Board of Directors: Method of Selection, Appointment, and Removal* as required by the Michigan legislature.
7. The university president or designee has recommended the issuance of a contract to charter as a public school academy to Copper Island Academy for a term not to exceed five (5) years.
8. The university president or designee has recommended for appointment Kevin Mackey to a term which expires January 14, 2023; Liisa Halonen and Steven Mattson to terms which expire January 14, 2024; Joel Keranen and Josh Loukus to terms which expire January 14, 2025; and Todd Brassard and Donna Stachler to terms which expire January 14, 2022, and to additional terms which expire January 14, 2026.
9. Copper Island Academy's application has been submitted under Act 362 of the Public Acts of 1993, being part 6A of the Revised School Code, being sections 380.501 to 380.507 of the Michigan Compiled Laws.

BE IT RESOLVED, That the University Board approves and authorizes the execution of a contract to charter a public school academy to Copper Island Academy and authorizes the chair of the board of trustees to execute a contract to charter as a public school academy and related documents between Copper Island Academy and the Central Michigan University Board of Trustees, provided that, before execution of the contract, the university president or designee affirms that all terms of the contract have

been agreed upon and Copper Island Academy is able to comply with all terms and conditions of the contract.

BE IT FURTHER RESOLVED, That the following individuals are appointed to serve as initial members of the board of directors of Copper Island Academy commencing the date upon which the oaths of public office are taken.

Initial Members of the Board of Directors. The initial board of directors of Copper Island Academy shall consist of seven (7) positions.

Kevin Mackey
Hancock, Michigan
retired attorney
(to fill a position ending January 14, 2023)

Liisa Halonen
Calumet, Michigan
not employed
(to fill a position ending January 14, 2024)

Steven Mattson
Houghton, Michigan
president, Great Lakes Sound & Vibration, Inc.
(to fill a position ending January 14, 2024)

Joel Keranen
Calumet, Michigan
owner/funeral director, Erickson-Crowley-Peterson Funeral Home
(to fill a position ending January 14, 2025)

Josh Loukus
Calumet, Michigan
president/chief executive officer, REL, Inc.
(to fill a position ending January 14, 2025)

Todd Brassard
Hancock, Michigan
vice president/chief operating officer, Calumet Electronics Corporation
(to fill a position ending January 14, 2026)

Donna Stachler
Mohawk, Michigan
senior manager, Pepsico
(to fill a position ending January 14, 2026)

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Date: April 22, 2021

Signature: Mary Jane Hanagan



BOARD OF TRUSTEES

PROPOSAL FOR BOARD ACTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

Project Description:

After reviewing the exigent appointment process, the Center for Charter Schools believes that this process cannot adequately protect the University Board from a situation where an academy governing board and the educational service provider simultaneously resign. The challenges in recruiting, interviewing and appointing a new board (or at least three members who could meet as a quorum), and have the new board contract with a new educational service provider, is time consuming and cannot be accomplished quickly. Accordingly, the Center recommends that the University Board charter contracts include a revision to a provision regarding the appointment of a conservator/manager on a temporary basis to address situations such as the en masse resignation of an academy governing board.

The conservator/manager would have all the powers and duties of the academy's governing board and would function in the board's place upon appointment. The conservator/manager would be designated by the University President or his or her designee upon consultation with the University Board Chair. The current conservator/manager provision required the action of the full University Board to appoint a conservator/manager. In order for this change to occur, the University Board's Method of Selection, Appointment and Removal Policy must be amended.

Proposed by: Provost Gealt

PROPOSED RESOLUTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

BE IT RESOLVED, That the policy titled Public School Academy Board of Directors: Method of Selection, Appointment, and Removal as amended and dated February 15, 2018, is adopted and replaces the Public School Academy Board of Directors: Method of Selection, Appointment and Removal approved and dated December 7, 2006, July 12, 2007 and July 14, 2011; and Be it further

RESOLVED, That these provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. This applies to new and existing charter contracts issued under Part 6A, Part 6E or MCL 380.1311b to MCL 380.1311m of the Revised School Code. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

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Date: 2/15/18
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**Public School Academy Board of Directors: Method of Selection,
Appointment and Removal**

The Central Michigan University Board of Trustees declares that the method of selection, length of term, and number of board members shall be as follows.

Method of Selection and Appointment

The Central Michigan University Board of Trustees ("University Board") shall prescribe the method of appointment for members of an academy's board of directors. The director of the charter schools office is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraphs d and e. The director of the charter schools office shall recommend qualified individuals to the University Board, and ensure that the board of directors includes representation from the local community where the academy is located.
- b. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the director of the charter schools office at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the charter schools office. The director of the charter schools office may or may not recommend the appointment of a nominee submitted by the academy board. If the director of the charter schools office does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the president, the director of the charter schools office may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.
- e. In the event that the health, safety and welfare of an academy's students, property or funds are at risk, the president, after consulting with the University Board's chair, may appoint a person to serve as a conservator for the academy. Upon appointment, the conservator shall have all the powers of the academy's board of directors and shall act in the place and stead of the academy's board of directors. After the President appoints a conservator, the full Board of Trustees shall receive notice of the appointment as soon as possible. The president shall appoint the conservator for a definite term which may be extended in writing. During the conservator's appointment, the academy's board of directors, and all powers of the academy's board of directors, are suspended. The charter contract shall set forth any additional powers granted to the conservator during their appointment. All appointments made under this

Date: 2/15/18

Signature: my Hanagar

provision must be presented to the University Board for final determination at its next regularly scheduled meeting.

Length of Term

The director of an academy board shall serve at the pleasure of the University Board. Terms of the initial positions of the academy board of directors shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the director of the charter schools office. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Removal and Suspension

If the University Board determines that an academy board member's service in office is no longer necessary, then the University Board may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed as part of a reconstitution under the charter contract or from office by a two-thirds (2/3) vote of the academy's board of directors for cause.

With the approval of the University Board's chair and the president, the director of the charter schools office may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the University Board or its designee may deem that failure an exigent condition.

Qualifications of Academy Board Members

To be qualified to serve on an academy's board of directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the charter schools office including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of an educational management organization or educational management corporation that contracts with the academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

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Signature: m J Flanagan

Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. No appointment shall be effective prior to the filing of the *Oath of Public Office* with the charter schools office.

Note: These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued or amended. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

Amended by Board of Trustees: 18-0215

Adopted by Board of Trustees: 98-0918, 06-1207, 07-0712 and 11-0714

CMU BDT APPROVED

Date: 2/15/18

Signature: my Haneja

TERMS AND CONDITIONS OF CONTRACT

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: APRIL 26, 2021

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

CONFIRMING THE STATUS OF

COPPER ISLAND ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

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WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and

WHEREAS, all public schools are subject to the leadership and general supervision of the State Board of Education; and

WHEREAS, the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and

WHEREAS, the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Central Michigan University Board of Trustees has considered and has approved the issuance of a contract to Copper Island Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the Central Michigan University Board of Trustees issues a Charter Contract conferring certain rights, franchises, privileges, and obligations and confirms the Copper Island Academy's status as a public school academy. In addition, the parties agree that the issuance of this Charter Contract is subject to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Charter Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) "Academy" means the Michigan nonprofit corporation named Copper Island Academy which is established as a public school academy pursuant to this Charter Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) "Application" means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) "Authorizing Resolution" means the resolution adopted by the Central Michigan University Board of Trustees on April 22, 2021, approving the issuance of a Contract to the Academy.
- (f) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (g) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.

- (h) "Conservator" means an individual appointed by the President of Central Michigan University in accordance with Section 10.8 of these Terms and Conditions of Contract.
- (i) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions of Contract, the Authorizing Resolution, the Method of Selection, Appointment, and Removal Resolution, the Charter Contract Schedules 1-8, as defined below, the Educational Service Provider Policies, the Master Calendar of Reporting Requirements and the Application.
- (j) "Department" means the Michigan Department of Education.
- (k) "Director" means a person who is a member of the Academy Board.
- (l) "Educational Service Provider" or "ESP" means an educational management organization, or employee leasing company, as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, and which agreement has been submitted to the Center for review, has not been disapproved by the director of The Governor John Engler Center for Charter Schools, is consistent with the Educational Service Provider Policies, as they may be amended from time to time, and with Applicable Law.
- (m) "Educational Service Provider Policies" or "ESP Policies" means the Educational Service Provider Policies, adopted by The Governor John Engler Center for Charter Schools at Central Michigan University that apply to an agreement that has been entered into between an ESP and the Academy Board. The Educational Service Provider Policies may be amended from time to time. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions of Contract.
- (n) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the action or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (o) "Management Agreement" or "ESP Agreement" means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy and that has been submitted to The Governor John Engler Center for Charter Schools for review and has not been disapproved by the director of The Governor John Engler Center for Charter Schools.
- (p) "Master Calendar" means the Master Calendar of Reporting Requirements as annually issued by The Governor John Engler Center for Charter Schools setting forth reporting and document submission requirements for the Academy.
- (q) "Method of Selection, Appointment, and Removal Resolution" means the policy adopted by resolution of the University Board on September 18, 1998, and amended on February 15, 2018,

establishing the standard method of selection and appointment, length of term, removal and suspension, number of directors and qualifications of Academy Board members for public school academies issued a Contract by the University Board.

- (r) "Schedules" means the following Contract documents: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight, Compliance and Reporting Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for Public School Academy, and Schedule 8: Information Available to the Public and the Center.
- (s) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) "State School Aid Fund" means the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963, as amended.
- (u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (v) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (w) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated April 26, 2021, Issued by the Central Michigan University Board of Trustees Confirming the Status of Copper Island Academy as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "the Center" means the office designated by the Central Michigan University Board of Trustees as the initial point of contact for public school academy applicants and public school academies authorized by the Central Michigan University Board of Trustees. The Center is also responsible for administering the Central Michigan University Board of Trustees' responsibilities with respect to the Contract.
- (y) "The Governor John Engler Center for Charter Schools Director" or "the Center Director" means the person designated at Central Michigan University to administer the operations of the Center.
- (z) "University" means Central Michigan University, established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.551 et seq.
- (aa) "University Board" means the Central Michigan University Board of Trustees.
- (bb) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the University President.
- (cc) "University President" means the President of Central Michigan University or his or her designee. In section 1.1(bb) above, "University President" means the President of Central Michigan University.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The masculine, feminine, or neuter pronouns in this Contract shall be interpreted without regard to gender, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. To the extent there is a difference between the Contract and the Application, the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection, Appointment, and Removal Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Central Michigan University. Central Michigan University is a constitutionally established body corporate operating as a state public university. The University Board is an authorizing body as defined by the Code. In approving this Contract, the University Board voluntarily exercises additional powers given to the University under the Code. Nothing in this Contract shall be deemed to be any waiver of Central Michigan University's powers or independent status and the Academy shall not be deemed to be a part of Central Michigan University. If applicable, the University Board has provided to the Department the accreditation notice required under the Code.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. It is organized and shall operate as a public school academy and a nonprofit corporation. It is not a division or part of Central Michigan University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and

credit of the University Board or the University shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind the State of Michigan, the University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, the University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.5. New Public School Academies Located Within the Boundaries of a Community District. If the circumstances listed below in (a) or (b) apply to the Academy's site, the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing a contract for a new public school academy, that the Academy will have substantially different governance, leadership and curriculum than the public school previously operating at the site:

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3) of the Code, as applicable; or (ii) has been on the list under Section 1280c(1) or 1280g(3) of the Code, as applicable, during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body.

ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1. University Board Resolutions. The University Board has adopted a resolution, hereinafter the Method of Selection, Appointment, and Removal Resolution, providing for the method of selection and appointment, length of term, removal and suspension, number of Directors and the qualifications of Directors. The University Board has adopted an Authorization Resolution which approves the issuance of this Contract. The Authorization Resolution and the Method of Selection, Appointment, and Removal Resolution are hereby incorporated into this Contract. The University Board may, from time to time, amend the Method of Selection, Appointment, and Removal Resolution changing the method of selection, length of term, number of Directors and the qualifications of Directors. Any subsequent resolution of the University Board changing the Method of Selection, Appointment, and Removal Resolution shall automatically be incorporated into this Contract without the need for an amendment under Article IX of the Terms and Conditions.

Section 3.2. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University Board is not liable for any debt or liability incurred by or on behalf of the Academy Board, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight, Compliance and Reporting Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within ten (10) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. Oversight Responsibilities of the University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University Board are set forth in the Oversight, Compliance and Reporting Agreement and incorporated herein as Schedule 4.

Section 3.4. University Board Administrative Fee. The Academy shall pay the University Board an administrative fee to compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Center describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request to the Center at least sixty (60) days before the University Board's next regular meeting, the University Board may vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization to Employ or Contract. The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. The Academy Board shall prohibit any individual from being employed by the Academy or an Educational Service Provider in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) evaluate performance; (iv) discipline and dismiss employees; and control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees.

The Academy Board may contract with an Educational Service Provider to provide comprehensive educational, administrative, management, or instructional services or staff to the Academy. Before entering into a Management Agreement with an Educational Service Provider, the Academy Board shall first comply with the Educational Service Provider Policies issued by the Center. Any Management Agreement entered into by the Academy shall also comply with Section 11.2 and 12.10 of these Terms and Conditions. A copy of the Management Agreement between the Academy Board and the Educational Service Provider shall be incorporated into this Contract under Schedule 5. Any changes to the Management Agreement shall be incorporated into this Contract by amendment in accordance with Article IX, as applicable.

Section 3.7. Teacher Certification. Except as otherwise provided by law, the Academy shall use certificated teachers according to State Board rule.

Section 3.8. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt, implement and maintain a rigorous, transparent, and fair performance evaluation system for its teachers and school administrators that complies with Applicable Law. If the Academy enters into a Management Agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 3.9. Reimbursement of University Board Services. The University Board shall be reimbursed for the actual cost of University services associated with responding to third party subpoenas and freedom of information act (FOIA) requests under the following circumstances:

If the University receives a subpoena or FOIA request from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or a third party, the University may charge the Academy for the actual cost of the services associated with the University's response to the subpoena or FOIA request(s) (including actual attorney's fees in fulfilling the request). The parties agree that the Academy may reduce or avoid the obligation to pay for services by the University Board associated with such responses by directly producing Academy documents to the requesting party.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities.

- (a) Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Except as provided for the agreements identified below in Section 4.2(b), the Academy may enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.
- (b) The Academy shall submit to the Center for prior review the following agreements:
 - (i) In accordance with the Educational Service Provider Policies, a draft copy of any ESP Agreement and any subsequent amendments;
 - (ii) In accordance with the Master Calendar, a draft copy of any Academy deed or lease, amendments to existing leases or any new leasing agreements for any Academy facility; and
 - (iii) In accordance with the Master Calendar, draft long-term or short-term financing closing documents and intercept requests.

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this section shall be removed from office, in accordance with the removal provisions found in the Method of Selection, Appointment and Removal Resolution and Contract Schedule 2: Bylaws. As set forth in the Method of Selection, Appointment and Removal Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to

conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this Contract. Language in this Section controls over section 1203 of the Code. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to work at the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's Educational Service Provider or employee leasing company;
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy; or
 - (v) Is a current Academy Board member.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

Section 4.6. Oath of Public Office. Before entering upon the duties of a public school board member, each Academy Board member shall take the constitutional oath of office as required by the Code and as set forth in the Method of Selection, Appointment and Removal Resolution.

Section 4.7. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operate as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy.

ARTICLE VI OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goal and Related Measures. The Academy shall achieve, or demonstrate measurable progress for all groups of pupils toward the achievement of, the educational goal and related measures identified in Schedule 7b and the results of the academic assessments identified in Schedule 7e. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

Section 6.3. Educational Programs. The Academy shall implement, deliver and support the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement, deliver and support the curriculum identified in Schedule 7d.

Section 6.5. Methods of Pupil Assessment. The Academy shall properly administer the academic assessments identified in Schedule 7e and in accordance with the requirements detailed in the Master Calendar. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Center direct access to the results of these assessments, along with any other measures of academic achievement reasonably requested by the Center.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment requirements identified in Schedule 7f.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule requirements as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age or grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the State School Aid Act of 1979, as amended, the Uniform Budgeting and Accounting Act, MCL 141.421, et seq., and applicable State Board and Michigan Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. The Academy shall submit the annual financial statement audit and auditor's management letter to the Center in accordance with the Master Calendar. The Academy Board shall provide to the Center a copy of any responses to the auditor's management letter in accordance with the Master Calendar.

Section 6.12. Address and Description of Physical Plant. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board. University Board consideration regarding requests to add additional site(s) shall include, but not be limited to, the Academy Board's demonstration that it meets all statutory requirements under the Code.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of Central Michigan University.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Oversight, Compliance and Reporting Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other Academy compliance and reporting requirements set forth in this Contract, the Academy's compliance with the annual Master

Calendar shall serve as one means by which the University will monitor the Academy's compliance with Applicable Law.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Center for review. Any matriculation agreement entered into by the Academy shall be added to Schedule 7f through a contract amendment approved in accordance with the Contract.

Section 6.17. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

ARTICLE VII TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by Applicable Law.

ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX AMENDMENT

Section 9.1. Amendments. The University Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require appropriate amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the University Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through its designee. The University Board delegates to the Center Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Center Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to the Center Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to a Director of the Academy the review and negotiation of changes or amendments to this Contract. The

Contract shall be amended as requested by the University Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University Board or the Center Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy Board and the University Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act in place of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X

CONTRACT REVOCATION, TERMINATION, AND SUSPENSION

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or abide by and meet the educational goal and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and to demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goal and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a Fund Balance Deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Center that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, without first obtaining the Center's approval;
- (g) The Center Director discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Center in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Center Director shall forward a copy of the notice to the Academy Board and request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and

requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department. If the Department rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Center a proposed Contract amendment incorporating the Department's school improvement plan, if applicable, for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the Center Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Center Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The University Board's revocation procedures set forth in Section 10.6 do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Center Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Center Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Center Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation and procedures initiated by the State of Michigan set forth in Section 10.3, the University Board's process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The Center Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or

Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Center Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Center Director prior to a review of the Academy Board's response.
- (c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Center Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Center Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Center Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include Reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Center Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Center Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.
- (d) University Board's Contract Reconstitution Provision. The Center Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Method of Selection, Appointment and Removal Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; or (iv) the appointment of a new Academy Board or a Conservator to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

- (e) Request for Revocation Hearing. The Center Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Center Director determines that any of the following has occurred:
 - (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

- (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Center Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Center Director determines that a Plan of Correction cannot be formulated;
- (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
- (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Center Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

- (f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Center and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Center Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Center Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Center Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Center Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Center and the Academy Board at the same time that the recommendation is sent to the University Board.
- (g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the Center, the Academy Board and the Department.
- (h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.

- (i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.9 of these Terms and Conditions.

Section 10.7. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- (a) The Center Director Action. If the Center Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:
 - (i) has placed staff or students at risk;
 - (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
 - (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
 - (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
 - (v) has willfully or intentionally violated this Contract or Applicable Law; or
 - (vi) has violated Section 10.2(g) or (h),

then the Center Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Center Director to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Center Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the timeline for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Center and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with sections 10.6(f) through (h).

Section 10.8. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines

that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers and authority of the Academy Board under this Contract and Applicable Law and shall act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.9. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Center Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind-up and dissolution responsibilities of the Academy. Within five (5) business days of the Center Director's notice, the Academy Board Treasurer shall provide the Center Director, in a form and manner determined by the Center, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third-party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. The Academy Board shall submit to the Center a copy of its annual budget for the upcoming fiscal year in accordance with the Master Calendar. The budget must detail budgeted expenditures at the object level as described in the Department's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. In accordance with the Master Calendar, revisions or amendments to the Academy's budget shall be submitted to the Center following Academy Board approval.
- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Center;
 - (ii) Within 30 days after making notification under subdivision (i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Center; and
 - (iii) After the Superintendent approves Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission;
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website; and
 - (iii) As required, submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name, as the "first named insured," insurance coverage as required by the University's insurance carrier.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the University on the insurance policies as an additional insured as required by the University's insurance carrier. The coverage provided to the University as an additional covered person or organization will be primary and non-contributory with the University's insurance carrier. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy for any reason other than nonpayment which would require a ten (10) day advance notice to the University. In addition, the Academy shall provide the Center copies of all insurance policies required by this Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the Center at least thirty (30) days prior to the proposed change. The Academy shall not cancel or change its existing carrier without the prior review of the Center.

The University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

Pursuant to Section 3.6 of these Terms and Conditions, the University requires that any Educational Service Provider or employee leasing company that enters into a contract with the Academy must obtain insurance coverage similar to the insurance coverage that is currently required for the Academy. Accordingly, any agreement between the Academy and an Educational Service Provider or employee leasing company shall contain a provision requiring the Educational Service Provider or employee leasing company to comply with the coverage requirements recommended by the University's insurance carrier. Furthermore, the agreement between the Educational Service Provider or employee leasing company and the Academy shall contain a provision stating that "in the event that the University's insurance carrier recommends any change in coverage by the Educational Service Provider or employee leasing company, the Educational Service Provider or employee leasing company agrees to comply with any changes in the type and amount of coverage as requested by the University or the University's insurance carrier within thirty (30) days after notice of the insurance coverage change."

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University Board, the University or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent

contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuance, non-issuance, oversight, revocation, termination or suspension of this Contract.

Section 11.4. Lease or Deed for Proposed Site. The Academy shall provide to the Center copies of its proposed lease or deed for the premises in which the Academy shall operate. Following the Center's review, a copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.5. Certificate(s) of Use and Occupancy. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy certificates for the Academy's physical facilities. The Academy Board shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes. Copies of these Certificate(s) of Use and Occupancy shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.6. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.7. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with section 1230 and 1230a of the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.7 shall apply to such persons irrespective of whether they are employed by the Academy or employed by another entity contracting with the Academy.

Section 11.8. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy as referenced in Contract Schedule 7c. Upon receipt, the Academy shall notify the Center of any due process or state complaint filed against the Academy or notice of state audit.

Section 11.9. Information Available to the Public and the Center.

- (a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including, without limitation, information in Schedule 8 available to the public and the Center.
- (b) Information to be provided by Educational Service Provider. The agreement between the Academy and the Educational Service Provider shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under paragraph 11.9 (a) above.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) days after receipt of the funds by the Academy. Only Academy Board members or designated Academy Board employees may be a signatory on any Academy bank account.

Section 11.11. Nonessential Elective Course. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions, as applicable.

ARTICLE XII GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic mail; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the University Board:	The Governor John Engler Center for Charter Schools Attn: Executive Director Central Michigan University EHS 200 Mt. Pleasant, MI 48859
General Counsel:	General Counsel Central Michigan University Mt. Pleasant, MI 48859
Chief Financial Officer:	Vice President for Finance and Administrative Services Central Michigan University Mt. Pleasant, MI 48859
If to the Academy:	Academy Board President Copper Island Academy 52125 Industrial Dr. N Calumet, MI 49913

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by the Academy.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.8. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.9. Term of Contract. This Contract is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of five (5) academic years and shall terminate on June 30, 2026, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

Is the Academy demonstrating good faith in following the terms of its charter and applicable law?

The Center shall establish the process and timeline for the issuance of a new contract. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. Consistent with the Code, the University Board in its sole discretion may elect to issue or not issue a new contract to the Academy.

Section 12.10. Indemnification of University. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the Terms and Conditions of this Contract, the Academy agrees to indemnify, defend and hold harmless the University Board, the University and its officers, employees, agents or representatives from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the public school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for or operation of a public school, or which are incurred as a result of the reliance by the University Board, the University and its officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the

Academy's failure to comply with this Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.11. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.15. University Board or the Center's General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or the Center policies regarding public school academies which shall apply immediately, University Board or the Center general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this section, the University Board or the Center shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the Center on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 11.9, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

Section 12.18. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, the Code, and Applicable Law.

Section 12.19. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.22, shall not:

- (a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

- (i) for students enrolled in the Academy, providing such information to an ESP that has a contract with the Academy and whose contract has not been disapproved by the University;
 - (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- (b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.20. Disclosure of Information to Parents and Legal Guardians, subject to Section 12.22.

- (a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- (b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
 - (i) to the Department or CEPI;
 - (ii) to the student's parent or legal guardian;
 - (iii) by the Academy to the University Board, University, Center or to the ESP with which the Academy has a Management Agreement that has not been disapproved by the Center Director;
 - (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
 - (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
 - (vi) to the Academy by the University Board, University, Center;
 - (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
 - (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
 - (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

- (c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- (d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.22, the Academy shall do all of the following:
 - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information;
 - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for one (1) or more Uses;
 - (iii) Present the opt-out form to each student's parents or guardian within the first thirty (30) days of the school year and at other times upon request; and
 - (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.
- (b) The term "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. Confidential Address Restrictions.

- (a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.
- (b) The term "confidential address" shall have the meaning as defined in MCL 380.1136.

Section 12.23. Partnership Agreement. If the Department and State School Reform/Redesign Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State School Reform/Redesign Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

As the designated representative of the Central Michigan University Board of Trustees, I hereby issue this Contract to the Academy on the date first set forth above.

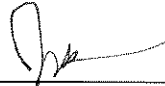
CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____
Richard K. Studley, Chair

Date: _____

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the Terms and Conditions of this Contract and all Applicable Law.

COPPER ISLAND ACADEMY

By:  _____
Board President

Date: 4/26/2021

As the designated representative of the Central Michigan University Board of Trustees, I hereby issue this Contract to the Academy on the date first set forth above.

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____

Richard K. Studley, Chair

Date: _____

4-22-2021

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the Terms and Conditions of this Contract and all Applicable Law.

COPPER ISLAND ACADEMY

By: _____

Board President

Date: _____

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

COPPER ISLAND ACADEMY

ARTICLE II

The purpose or purposes for which the corporation is formed are:

1. THE CORPORATION IS ORGANIZED FOR THE PURPOSE OF OPERATING AS A PUBLIC SCHOOL ACADEMY IN THE STATE OF MICHIGAN PURSUANT TO PART 6A, ACT 451, P.A. 1976.

2. THE AUTHORIZING BODY FOR THE CORPORATION IS: CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES.

3. THE CORPORATION, INCLUDING ALL ACTIVITIES INCIDENT TO ITS PURPOSES, SHALL AT ALL TIMES BE CONDUCTED SO AS TO BE A GOVERNMENTAL ENTITY PURSUANT TO SECTION 115 OF THE UNITED STATES INTERNAL REVENUE CODE ("IRC") OR ANY SUCCESSOR LAW. NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITY NOT PERMITTED TO BE CARRIED ON BY A GOVERNMENTAL INSTRUMENTALITY EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 115 OF THE IRC OR BY A NONPROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MICHIGAN AND SUBJECT TO A CONTRACT AUTHORIZED UNDER THE CODE.

ARTICLE III

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

none

The description and value of its personal property assets are (if none, insert "none"):

none

The corporation is to be financed under the following general plan:

- a. STATE SCHOOL AID PAYMENTS RECEIVED PURSUANT TO THE STATE SCHOOL AID ACT OF 1979 OR ANY SUCCESSOR LAW.
- B. FEDERAL FUNDS.
- C. DONATIONS.
- D. FEES AND CHARGES PERMITTED TO BE CHARGED BY PUBLIC SCHOOL ACADEMIES.
- E. OTHER FUNDS LAWFULLY RECEIVED.

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- 1. Agent Name: JOSH LOUKUS
- 2. Street Address: 52125 INDUSTRIAL DR. N
- Apt/Suite/Other:

City: CALUMET
State: MI Zip Code: 49913

3. Registered Office Mailing Address:

P.O. Box or Street Address: P.O. BOX 126
Apt/Suite/Other:
City: CALUMET
State: MI Zip Code: 49913

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
JOSH LOUKUS	52125 INDUSTRIAL DR. N, CALUMET, MI 49913 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI: THE CORPORATION IS A GOVERNMENTAL ENTITY.

ARTICLE VII: THE CORPORATION AND ITS INCORPORATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF ACT NO. 170 OF THE PUBLIC ACTS OF 1964, BEING SECTION 691.1407 OF THE MICHIGAN COMPILED LAWS.

ARTICLE VIII: BEFORE EXECUTION OF A CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY BETWEEN THE CORPORATION AND CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (THE "UNIVERSITY BOARD"), THE METHOD OF SELECTION, LENGTH OF TERM, AND THE NUMBER OF MEMBERS OF THE BOARD OF DIRECTORS OF THE CORPORATION SHALL BE APPROVED BY A RESOLUTION OF THE UNIVERSITY BOARD AS REQUIRED BY THE CODE.

ARTICLE IX: THE BOARD OF DIRECTORS SHALL HAVE ALL THE POWERS AND DUTIES PERMITTED BY LAW TO MANAGE THE BUSINESS, PROPERTY AND AFFAIRS OF THE CORPORATION.

ARTICLE X: THE OFFICERS OF THE CORPORATION SHALL BE A PRESIDENT, VICE PRESIDENT, SECRETARY AND A TREASURER, EACH OF WHOM SHALL BE A MEMBER OF THE BOARD OF DIRECTORS AND SHALL BE SELECTED BY THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS MAY SELECT ONE OR MORE ASSISTANTS TO THE SECRETARY OR TREASURER, AND MAY ALSO APPOINT SUCH OTHER AGENTS AS IT MAY DEEM NECESSARY FOR THE TRANSACTION OF THE BUSINESS OF THE CORPORATION.

ARTICLE XI: NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS BOARD, DIRECTORS, OFFICERS OR OTHER PRIVATE PERSONS, OR ORGANIZATION ORGANIZED AND OPERATED FOR A PROFIT (EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN THE FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II HEREOF). NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON BY A GOVERNMENTAL ENTITY EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 115 OF THE IRC, OR COMPARABLE PROVISIONS OF ANY SUCCESSOR LAW. TO THE EXTENT PERMITTED BY LAW, UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD SHALL AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL OF THE ASSETS OF THE CORPORATION TO THE UNIVERSITY BOARD FOR FORWARDING TO THE STATE SCHOOL AID FUND ESTABLISHED UNDER ARTICLE IX, SECTION 11 OF THE CONSTITUTION OF THE STATE OF MICHIGAN OF 1963, AS AMENDED.

ARTICLE XII: THESE ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN ARTICLE IX OF THE TERMS AND CONDITIONS INCORPORATED AS PART OF THE CONTRACT. THIS PROCESS IS AS FOLLOWS: THE CORPORATION, BY A MAJORITY VOTE OF ITS BOARD OF DIRECTORS, MAY, AT ANY TIME, PROPOSE SPECIFIC CHANGES TO THESE ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISION TO THESE ARTICLES OF INCORPORATION. THE PROPOSAL WILL BE MADE TO THE UNIVERSITY BOARD THROUGH ITS DESIGNEE.

Signed this 23rd Day of April, 2021 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Josh Loukus	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

COPPER ISLAND ACADEMY

ID Number: 802655438

received by electronic transmission on April 23, 2021 ***, is hereby endorsed.***

Filed on April 23, 2021 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of April, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

JUN 03 2021

AC1

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

JOSH LOUKUS

Address

52125 INDUSTRIAL DR. N

City

State

ZIP Code

CALUMET, MI 49913

TransInfo:1 24711272-1 06/01/21

Chk#: 1750 Amt: \$10.00

ID: 802655438

FILED

JUN 15 2021

EFFECTIVE DATE:

ADMINISTRATOR
CORPORATIONS DIVISION

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: COPPER ISLAND ACADEMY

2. The identification number assigned by the Bureau is:

802655438

3. Article XII of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract. This process is as follows: The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to The Governor John Engler Center for Charter Schools' ("The Center") Executive Director the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by The Center's Executive Director, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation. At any time and for any reason, the University Board or an authorized designee may propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the University Board or an authorized designee upon a majority vote of the corporation's Board of Directors. Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or The Center's Executive Director, and the amendments are filed with the Michigan Department of Licensing and Regulatory Affairs. In addition, the corporation shall file with the amendment a copy of the University Board's or The Center's Executive Director's approval of the amendment. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

ARTICLE XIII

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a Contract to operate as a public school academy, and the Contract is executed by both the corporation and the University Board.



6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the 26TH day of APRIL, 2021 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

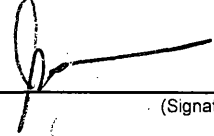
- ☐ members or shareholders at a meeting in accordance with Section 611(3) of the Act.
- ☐ written consent of the members, shareholders, or their proxies having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members, shareholders, or their proxies is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ written consent of all the members, shareholders, or their proxies entitled to vote in accordance with Section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- ☒ directors at a meeting in accordance with Section 611(3) of the Act.
- ☐ written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations

Signed this 26TH day of APRIL, 2021

By  _____
(Signature of an officer)

Josh Loukus
(Type or Print Name)

Board President
(Type or Print Title)

CONTRACT SCHEDULE 2

BYLAWS

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BYLAWS
OF
COPPER ISLAND ACADEMY

ARTICLE I
NAME

This organization shall be called Copper Island Academy (the "Academy" or the "corporation").

ARTICLE II
FORM OF ACADEMY

The Academy is organized as a non-profit, non-stock, directorship corporation.

ARTICLE III
OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the state of Michigan.

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Non-Profit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Licensing and Regulatory Affairs and to The Governor John Engler Center for Charter Schools ("the Center.")

ARTICLE IV
BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. The Central Michigan University Board of Trustees ("University Board") shall prescribe the method of appointment for members of an Academy's Board. The Center Director is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent Academy Board by resolution, except as prescribed by subparagraph d. The Center Director shall recommend qualified individuals to the University Board.

- b. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The Academy Board shall recommend to the Center Director at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the Center. The Center Director may or may not recommend the appointment of a nominee submitted by the Academy Board. If the Center Director does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the University President, the Center Director may appoint a qualified individual to the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.

Section 3. Length of Term. A Director of the Academy Board shall serve at the pleasure of the University Board. Terms of the initial positions of the Academy Board shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the Center Director. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Section 4. Number of Director Positions. The number of director positions on the Academy Board shall not be less than five (5) nor more than nine (9) as determined by the University Board. If the Academy Board fails to maintain its full membership by making appropriate and timely nominations, the Center Director may deem that failure an exigent condition.

Section 5. Qualifications of Academy Board Members. To be qualified to serve on the Academy Board, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the Center including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the Center.

The members of the Academy Board shall not include (a) employees of the Academy; (b) any director, officer, or employee of a service provider that contracts with the Academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

Section 6. Oath of Public Office. All members of the Academy Board must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. The *Oath of Public Office* shall be filed with the Center.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal and Suspension. If the University Board determines that the service in office of a Director of the Academy Board is no longer necessary, then the University Board may remove

the Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. The Academy Board member may also be removed from office for cause by a two-thirds (2/3) vote of the Academy's Board.

With the approval of the University Board's chair and the University President, the Center Director may suspend the service of a Director of the Academy Board if, in his/her judgment, the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the Academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation or by communicating such intention (orally or in writing) to the Center. Notice of resignation will be effective upon receipt or at a subsequent time if designated in a written notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Board Vacancies. A Director vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification or as otherwise specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 11. Compensation. A Director of the Academy Board shall serve as a volunteer Director. By resolution of the Academy Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

ARTICLE V MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The Academy Board must provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, or sent by facsimile or electronic mail to the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

<u># of Academy Board Positions</u>	<u># Required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Academy Board may vote by proxy, by way of a telephone conference or any other electronic means of communication.

Section 6. Open Meetings Act. All meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees. Each committee is to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy Board shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy Board shall be elected annually by the Academy Board. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by the Academy Board whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

Section 5. President. The President of the Academy Board shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy Board shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. Secretary. The Secretary of the Academy Board shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy Board shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent to the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any member of the Academy Board to perform the duties of an officer whenever, for any reason, it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers of the Academy Board, as Directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a prior resolution of the Academy Board. Such authority shall be confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, shall be made or permitted unless approved by the Academy Board. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by Academy Board members or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or

proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy Board shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy Board employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy Board may contract with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy. Before entering into an agreement with an Educational Service Provider or an employee leasing company to perform services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center. A copy of the agreement between the Academy Board and the Educational Service Provider or employee leasing company shall be included as part of Schedule 5.

The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Language in this Section controls over section 1203 of the Code. The following shall be deemed prohibited conflicts of interest:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy Board employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;

- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:

- (a) Is employed by the Academy Board;
- (b) Works at or is assigned to work at the Academy;
- (c) Has an ownership, officer, policymaking, managerial, administrative non-clerical or other significant role with the Academy's Educational Service Provider or employee leasing company; and
- (d) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.

The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

ARTICLE IX INDEMNIFICATION

To the extent permitted by Applicable Law, each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Academy. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the corporation.

ARTICLE X FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July in each year.

ARTICLE XI AMENDMENTS

These Bylaws may be altered, amended or repealed and new Amended Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these Bylaws and applicable law, and (b) the written approval of the changes or amendments by the Center Director. In the event that a proposed change is not accepted by the Center Director, the University Board may consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the University Board by the Academy Board. These Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the Center Director.

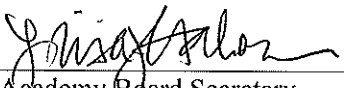
Upon termination or revocation of the Contract, the corporation may amend its Bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the Bylaws with regard to the disposition of assets upon dissolution.

ARTICLE XII TERMS AND CONDITIONS DEFINITIONS

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 26th day of April, 2021.



Academy Board Secretary

CONTRACT SCHEDULE 3

FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Copper Island Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the Fiscal Agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.1. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Academy Account" means an account established by the Academy Board for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Central Michigan University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the State School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.1. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.2.

Section 2.2. Transfer to Academy. Except as provided in Article X of the Terms and Conditions of Contract and in the Oversight, Compliance and Reporting Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Academy Account designated by a resolution of the Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.3. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor, account for or approve expenditures made by the Academy Board.

Section 2.4. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board (i) authorizes a direct intercept of a portion of its State School Aid Payments from the State to a third party account for the payment of Academy debts and liabilities; or (ii) assigns or directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, then Academy shall submit to The Governor John Engler Center for Charter Schools at Central Michigan University for review and consideration: (i) a copy of the Academy Board's resolution authorizing the direct intercept or the assignment or direction of State School Aid Payments; (ii) a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent; and (iii) other documents as required. The Center reserves the right to not acknowledge in writing any State School Aid Payment Agreement and Direction that is not in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE III

STATE DUTIES

Section 3.1 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.2. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.3. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV ACADEMY DUTIES

Section 4.1. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.2. Academy Account. The Academy is authorized to establish an account in the name of the Academy. Signatories to the Academy Account shall be current Academy Board members and/or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, as shall from time to time be determined by resolution of the Academy Board. The Academy Board is authorized to approve withdrawals and transfers from any Academy Account. Any authorization approved by the Academy Board for automatic withdrawals or transfers from an Academy Account may only be terminated or amended by the Academy Board.

Section 4.3. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.4. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.5. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.1. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.2. Reports. Annually, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, a written report dated as of August 31. This report shall summarize all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.1. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.2. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

ACKNOWLEDGMENT OF RECEIPT

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Central Michigan University Board of Trustees to Copper Island Academy.

BY: Deborah M. Roberts

Deborah M. Roberts, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: April 26, 2021

CONTRACT SCHEDULE 4

OVERSIGHT, COMPLIANCE
AND REPORTING AGREEMENT

SCHEDULE 4

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

This Oversight, Compliance, and Reporting Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Copper Island Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law.

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.1. **Definitions.** Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight, Compliance and Reporting Agreement.

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.1 of this Agreement.

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.2 of this Agreement.

"State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

ARTICLE II **OVERSIGHT, COMPLIANCE AND REPORTING RESPONSIBILITIES**

Section 2.1. **Oversight Responsibilities.** The Governor John Engler Center for Charter Schools ("the Center") at Central Michigan University, as it deems necessary to fulfill the University Board's Oversight Responsibilities, may undertake the following:

- a. Monitor and evaluate if the Academy Board is properly governing the Academy and following the Bylaws set forth in the Contract.
- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goal and related measures set forth in Contract Schedule 7b.
- c. Monitor and evaluate the Academy's implementation, delivery, and support of the educational program and curriculum as set forth in Contract Schedules 7c and 7d, respectively.

- d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedule 7f.
- e. Monitor and evaluate the Academy's organizational and financial viability.
- f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
- g. Monitor and evaluate the records, internal controls or operations of the Academy.
- h. Monitor and evaluate if the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.
- i. Monitor and evaluate if the Academy is providing a safe learning environment.
- j. Request evidence that the Academy has obtained the necessary permits and certificates to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes and local health departments.
- k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
- l. Monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation including, but not limited to, information identified in Schedule 8 of the Contract.
- n. Initiate action pursuant to the Terms and Conditions of Contract to amend, revoke, reconstitute, terminate or suspend the Contract.
- o. Provide information and support to the Academy.

Section 2.2. Compliance and Reporting Duties. The Academy agrees to fulfill the following Compliance and Reporting Duties:

- a. Adopt and properly maintain governing board policies in accordance with Applicable Law.
- b. Comply with the reporting and document submission requirements set forth in the Master Calendar of Reporting Requirements issued annually by the Center.
- c. Comply with any Academy-specific reporting and document submission requirements established by the Center.
- d. Comply with the insurance requirements set forth in Article XI, Section 11.2 of the Terms and Conditions of Contract.
- e. Comply with the Center's Educational Service Provider Policies, as may be amended.

- f. Report any litigation or formal proceedings to the Center including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If the University is a named party, notify the general counsel for the University Board as set forth in Article XII, Section 12.1 of the Terms and Conditions.
- g. The Academy shall not occupy or use any school facility set forth in Schedule 6 of the Contract until such facility has received all fire, health and safety approvals required by Applicable Law and has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.
- h. Permit the Center to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
- i. Authorize the Center to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Center shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- j. Upon request, the Academy Board shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving the educational goal and related measures outlined in Contract Schedule 7b.
- k. Upon request, provide the Center with copies or view access to data, documents or information submitted to MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI or any other state or federal agency.
- l. If the Academy operates an online or other distance learning program, it shall submit a monthly report to the MDE, in the form and manner prescribed by the MDE, that reports the number of pupils enrolled in the online or other distance learning program, during the immediately preceding month.

Section 2.3. Waiver of Compliance and Reporting Duties. The University Board, or the Center Director as its authorized designee, may modify or waive any of the Academy's Compliance and Reporting Duties.

ARTICLE III **RECORDS AND REPORTS**

Section 3.1. Records. The Academy will keep complete and accurate records and reports of its governance and operations. These records and reports shall be available for inspection by the Center at reasonable hours and under reasonable conditions.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of 3% of the Academy's State School Aid Payments. This fee shall be retained by the University Board from each State School Aid Payment received for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. By agreement between the Center and the Academy, the University may charge additional fees beyond the administrative fees for services rendered.

Section 4.2. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the University Board by this Agreement.

Section 4.3. Audit and Evaluation. The Academy:

- a. Hereby authorizes the Center to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, CEPI, OEAA and the MDE. Pursuant to this authorization, the Center shall abide by regulations that govern the use of student data within the FERPA, the Michigan Identity Theft Protection Act of 2004 and the Privacy Act of 1974.
- b. Shall upon request, provide the Center with copies or view access to data, documents or information submitted to the MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI, the Michigan DataHub or any other state or federal agency.

Section 4.4. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Center. Within fifteen (15) days of receipt of the notification from the Academy, the Center Director shall notify the Academy whether the Center is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the Center is not interested in performing an administrative review or if the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall prohibit the Academy for electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall require the Academy to elect to enter or not enter into a contract for an administrative review with the Center or an intermediate school district.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

DESCRIPTION OF STAFF RESPONSIBILITIES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article III, Section 3.6., the Academy is authorized to employ or contract for personnel according to the position information outlined in this schedule. Before entering into an agreement with an Educational Service Provider, as defined in the Terms and Conditions of this Contract, to provide comprehensive educational, administrative, management or instructional services or staff to the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by the Center.

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Teacher and Administrator Job Performance Criteria	5-1
Reporting Structure	5-1
Position Responsibilities	5-1
School Administrator(s)	5-1
Instructional Staff	5-2
Non-Instructional Staff	5-2
Educational Service Provider Agreement	5-3

Qualifications. The Academy shall comply with all Applicable Law regarding requirements affecting personnel employed by or assigned to the Academy including (but not limited to): qualifications, evaluation systems, criminal background checks and unprofessional conduct disclosures. All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with MCL 380.1249.

Performance Evaluation System. During the term of this Contract, the Academy shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code. If the Academy is unable to comply with this provision of the Code and plans to assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations. The notification shall be in writing, shall be delivered to the parent or legal guardian not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall include an explanation of why the pupil is assigned to the teacher. MCL 380.1249a.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section. MCL 380.1250.

Reporting Structure

All positions are employed by CSP Management, Inc., d/b/a Partner Solutions for Schools ("Partner Solutions") and are outlined in the Educational Service Provider Agreement included in this Schedule.

Position Responsibilities

Following are the categories into which Academy staff fall. Descriptions for all positions employed by or assigned to the Academy are available at the Academy.

School Administrator(s)

As stated above, all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. In addition to the position titles identified in MCL 380.1246, the Michigan Department of Education ("MDE") will deem an administrator working

at a district or school level to be “administering instructional programs” if the person’s position description or day-to-day duties include any or all of the following elements *:

1. Responsibility for curriculum. This includes final or executive decisions which directly impact what should be taught to students and how it should be delivered, as well as what learning outcomes are expected, often following a philosophy of research, best practices, and continuous improvement providing equitable access to all students.
2. Responsibility for overseeing district or school improvement plan design or implementation. This includes a vision and a method for execution of plans regarding incorporating student assessment, using student performance and school safety data to drive decision-making, the use of information technology to support improvement, professional development, and overall student achievement.
3. Oversight of instructional policies. This includes the creation, modification, and recommendation of final policy regarding any aspect of how teachers implement, deliver, and support curriculum. Whether or not making specific financial decisions in support of these policies is part of the oversight role, this person still has final decision-making responsibility for instruction.
4. Executive-level reporting on academic progress to a governing authority. This includes providing updates, documentation, data, or presentations in an official or executive capacity to a governing body regarding progress on student learning goals—whether or not these reports are tied to expenditures related to the successful delivery of the instruction.
5. Supervision and evaluation of direct reports responsible for instruction. This includes providing executive leadership for employees who report to the individual, and providing direction to establish work priorities and decision-making. This involves evaluation of educator efficacy as well as general work performance of staff.

(*This statement and numbered items that follow it were taken directly from the February 23, 2017, Memorandum issued by the MDE.)

Instructional Staff

As stated above, except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. Individuals that are considered instructional staff are responsible for implementing the Academy’s curriculum, developing assessments and monitoring student progress. Instructional staff whose main responsibility is working with students with disabilities must modify instructional techniques in order to enhance learning for all students.

Non-Instructional Staff

The staff that fall into this category are not required to hold an administrator certificate or a teaching certificate. The individuals in this category support the Academy’s pursuit of its mission, vision, and educational goals.

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of July 1, 2021 by and among **CS PARTNERS, INC.**, a Michigan corporation (“CS Partners”), **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a “**PARTNER SOLUTIONS FOR SCHOOLS**” (“Partner Solutions for Schools” and together with CS Partners, collectively “CSP”), and **COPPER ISLAND ACADEMY**, a Michigan public school academy (the “Academy”) formed under Part 6(A) of the Revised School Code (the “Code”), as amended.

CS Partners and Partner Solutions for Schools are jointly responsible for providing the Services under this Agreement.

The Academy has been issued a contract (the “Contract”) by the **CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES** (the “Authorizer”) to organize and operate a public school academy. The Authorizer is the statutory authorizing body. The Code and the Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and CSP desire to create an enduring educational partnership whereby the Academy and CSP will work together to develop and bring about systems of educational excellence and services to the Academy based on CSP’s vision of school design, CSP’s management principles, the Educational Program (defined below), and the educational goals and curriculum adopted by the Board of Directors of the Academy (the “Board”).

THEREFORE, the parties hereby agree as follows:

ARTICLE I **Relationship of the Parties and Other Matters**

Section 1. Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of management and operational services to the Academy, (b) it has been issued the Contract from the Authorizer to organize and operate a public school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the Educational Program (defined below) contemplated in this Agreement.

To the extent permitted by law, the Academy hereby authorizes and grants to CSP the necessary authority and power to perform under this Agreement. No provision of this Agreement shall interfere with the Board’s statutory, contractual, and fiduciary responsibilities, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act.

Section 2. Services; Educational Program. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor,

materials, and supervision necessary for the provision of the management and operational services to the Academy contemplated by this Agreement as specifically set forth on the attached Exhibit A (the “Services”).

CSP shall provide Services to the Academy so the Academy can carry out the educational goals, educational programs, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Board and as included in the Contract (collectively, the “Educational Program”).

Section 3. Compliance with Academy’s Contract. CSP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by the Authorizer. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.

Section 4. Relationship of the Parties. CSP is not a division or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of CSP. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. CSP as Independent Contractor; Agency. The parties to this Agreement intend that the relationship of CSP to the Academy is that of an independent contractor, and not an employee of the Academy. Except as set forth in this paragraph, no agent or employee of CSP shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy. Notwithstanding the foregoing, CSP and its employees and subcontractors are hereby designated by the Board as “School Officials” of the Academy having a legitimate educational interest such that they are entitled to access educational records under the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations during the Term of this Agreement (defined below) to the extent that their roles fit the definition of School Official under § 99.31(a)(1)(i)(B)) of FERPA’s implementing regulations. CSP and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. CSP shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section.

During the Term of this Agreement, the Academy may disclose confidential data and information to CSP, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, the Individual with Disabilities Education Act (“IDEA”), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. CSP will be

solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP.

Section 6. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in CSP or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and CSP are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the “IRS Code”); or (b) related persons, as that term is defined in the IRS Code.

Section 7. Personnel Responsibility. CSP has the ultimate authority to select discipline and transfer personnel, consistent with applicable laws. The School Leader (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. CSP evaluation and compensation systems shall comply with all applicable laws.

Section 8. School Leader. CSP shall identify and appoint a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the “School Leader”). The Parties agree that among the factors important to the selection of a School Leader would be geographic proximity to the Calumet area or Michigan’s Upper Peninsula and an understanding of the Finnish cultural concept of Sisu. Thus, CSP shall attempt to recruit from this area before moving to a different pool. The School Leader will hold all required certifications as required by the Code. The School Leader will be an employee of Partner Solutions for Schools, who may be disciplined and/or terminated by CSP in its sole discretion. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with CSP, will select and hold accountable all staff in leadership team positions. The School Leader shall be responsible for supervising and managing the Educational Program and instruction of students. CSP will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. CSP shall notify the Board prior to the termination of the School Leader.

If the Board becomes dissatisfied with the performance of the School Leader, it shall state the causes of such dissatisfaction in writing and deliver it to CSP. CSP shall have a reasonable period of time to remedy the dissatisfaction; however, if it cannot remedy the dissatisfaction, CSP shall remove and replace the School Leader at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the duties and responsibilities of the School Leader at the Academy.

Section 9. Teachers and staff. CSP will provide administrative support to the School Leader to obtain resumes and credential information for the School Leader to staff the Academy. CSP will empower the School Leader with the authority to select, hire and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected and hired by the School Leader, Partner Solutions for Schools will onboard and provide additional administrative support to the School Leader. Teachers employed by CSP are not eligible for purposes of continuing tenure under MCL §38.71 et seq.

Section 10. Criminal Background Checks. CSP agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.

Section 11. The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement must be approved by the Board and executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

Section 12. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, CSP shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and CSP shall only be required to perform its responsibilities under this Agreement to the extent that CSP has received such revenues from the Academy pursuant to the terms of this Agreement (excluding Payroll Costs as elsewhere defined in this agreement that are legally owed to staff at the Academy). CSP shall, however, remain liable to the Academy for any cost it commits the Academy to without the Board's approval.

Section 13. Information Available to the Public. On an annual basis, CSP shall provide the Academy Board all the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618(2), for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information under section 18(2), the Academy Board shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code shall have the same meaning in this Agreement.

Section 14. Non-Compete Agreement. CSP agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete provision or agreement of any nature.

Section 15. Lease and Loans. If the Academy and CSP enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved and shall not be a part of or incorporated into this Agreement. In addition, all such agreements must comply with the Contract and applicable law, as well as any applicable Authorizer policies.

Section 16. Data Security Breach. CSP shall promptly report to the Board, not later than five (5) days following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release

(collectively, Covered Data or Information (“CDI”)) that is not authorized by this Agreement or Applicable Law. CSP agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CSP has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, CSP has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action CSP has taken or shall take to prevent future similar unauthorized use or disclosure. CSP shall provide such other information as reasonably requested by the Academy Board. CSP shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

ARTICLE II

Term

Section 1. Term. This Agreement shall be effective for the duration of the Academy’s current authorizing Contract term of five (5) years with the Authorizer beginning July 1, 2021 (“Effective Date”) subject to earlier termination under Article VI, and ending on June 30, 2026. The term of this Agreement shall not exceed the term of the Academy’s Contract.

ARTICLE III

Obligations of the Academy

Section 1. Good Faith Obligation. The Academy shall exercise good faith in considering CSP’s recommendations relative to the Educational Program and/or the Services.

Section 2. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid and any Additional Revenue (as defined in Exhibit A). All funds received by the Academy shall be deposited in the Academy’s depository account as required by law. Signatories on all Academy Board accounts shall solely be members of the Board or properly designated Academy Board employees. All interest or investment earnings on Academy accounts shall accrue to the Academy.

ARTICLE IV

Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay CS Partners an annual fee (the “Fee”) equal to eight percent (8%), which is a 2% reduction from the typical ten percent (10%) Fee, of the total Aid received from the State of Michigan for the Academy’s fiscal years 2021-2022; 2022-2023; 2023-2024, and nine percent (9%) of the total Aid received from the State of Michigan for the Academy’s fiscal years, 2024-2025 and 2025-2026, pursuant to the State School Aid Act of 1979, as amended. At no time shall the annual fee be less than \$80,000.

The Fee may also include eight percent (8%) for fiscal years 2021-2022, 2022-2023 and 2023-2024 and nine percent (9%) for fiscal years 2024-2025 and 2025-2026 of any Additional

Revenue (as defined in Exhibit A) provided that CS Partners discloses that the Fee also applies to said Additional Revenue and the Board approves the same in the Academy's annual budget, or any revised budget, prior to the application and payment of such Fee. For purposes of this section, the term "Additional Revenue" shall not include grants or donations achieved by the Academy without the assistance of CSP.

The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of the Revenue Procedure 2017-13. In this regard, the Academy and CSP make the following representations:

- (i) (A) CSP's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to CSP the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) CSP is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.
- (ii) In interpreting this Agreement and in the provision of the services required hereunder, CSP shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and CSP that none of the voting power of the governing body of the Academy will be vested in CSP or its directors, members, managers, officers, shareholders and employees, and the Academy and CSP will not be related parties as defined in Treas. Reg. 1.150-1(b).

Section 2. Payment of Payroll Costs. Partner Solutions for Schools will invoice the Academy for all employment costs ("Payroll Costs") for Partner Solutions for Schools' employees assigned to the Academy. Payroll Costs include salary, benefits, and other costs attributable to personnel employed and assigned by Partner Solutions for Schools to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Professional Liability Insurance, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable).

Partner Solutions for Schools shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date ("Payroll Date") for Partner Solutions for Schools' employees assigned to perform Services at the Academy under this Agreement. For purposes of this Agreement, the Payroll Date shall be that date or dates established annually by Partner Solutions for Schools.

If Payroll Costs have not been funded by the Academy by the payroll date, Partner Solutions for Schools may send lay-off notices to Partner Solutions for Schools' employees. At that time, Partner Solutions for Schools will also provide the Academy an invoice for all accrued Partner Solutions for Schools' staff wages (earned but not yet paid) for employees and staff assigned to the Academy for payment.

Section 3. Payment of Reimbursable Expenses. In addition to the Fee, the Academy shall reimburse CSP for all costs reasonably incurred and paid by CSP ("Reimbursable Expenses") in providing the Services specifically related to the Academy. Reimbursable Expenses include, but are not limited to, Payroll Costs (as defined in Section 2 above) for Partner Solutions for Schools' employees assigned to the Academy that are not advanced under Section 2 above, costs mandated by a governmental entity, administrative agency or court of law, e.g., payment into Michigan Public Employees Retirement System (MPERS), other expenses for equipment, software, supplies, food service, transportation, special education, psychological services, and medical services.

CSP will invoice the Academy for reimbursement of Reimbursable Expenses with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of the Academy, CSP shall not charge an added fee (or mark-up). Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of CSP. No corporate costs of CSP shall be charged to, or reimbursed by, the Academy.

If desired, the Board may advance funds to CSP for such costs reimbursable under the Agreement before such costs are incurred (rather than reimburse CSP after the expense is incurred).

Documentation of all expenses must be reflected in the Board's financial packets and presented to the Board for approval and/or ratification at its next regularly scheduled meeting.

All items acquired with Academy funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy.

Section 4. Other Institutions. The Academy acknowledges that CSP may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "Institutions"). CSP shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. CSP shall only charge the Academy for expenses incurred on behalf of the Academy.

If CSP incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then CSP shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned

to the Academy and the Institutions or upon such other equitable basis as agreed by the parties. Any such information will be provided to the Academy's auditors as necessary to verify as part of the audit.

Section 5. Review of Budget. In accordance with the Board-approved budget timeline, CSP shall propose an annual budget for the Academy to the Academy's Chief Administrative Officer ("CAO") and the Board. The Board shall review, revise, and timely approve the annual budget. The Academy's CAO shall not be an employee of CSP but shall be a member of the Academy Board.

Section 6. Procurement Policies. The Board hereby retains the obligation, as provided in the Code, to adopt written policies governing the procurement of supplies, materials, and equipment for the Academy. Unless otherwise prohibited by law, CSP shall directly procure all supplies, materials, and equipment provided that CSP complies with the Code including, but not limited to, Sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274, as if the Academy were making these purchases directly from a third party supplier or vendor and the Board's written policies promulgated thereunder related to such items as if the Academy were making these purchases directly from a third party supplier or vendor. CSP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties or vendors.

ARTICLE V

Proprietary Information

Section 1. Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were both directly developed and paid for by the Academy; or (b) are or were developed by CSP at the direction of the Board with Academy funds.

Section 2. CSP's Rights to Curriculum and Educational Materials. CSP shall own, without restriction, all curriculum, and educational materials, and all other proprietary information owned by, developed by or otherwise in the possession of CSP, except as set forth in this Article.

Section 3. Non-Disclosure of Proprietary Information. Except as specifically required by the Code, Court Order, discovery mandated by state or federal court rules or the Michigan Freedom of Information Act, the proprietary information and materials of CSP shall be held in strict confidence by the Academy. Such proprietary information and materials must be clearly marked in order to be protected. CSP's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

During the Term of this Agreement, and continuing for three (3) years thereafter, both parties hereby agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party.

ARTICLE VI

Termination

Section 1. Termination by CSP. CSP may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below, subject to Sections 6 and 8 below.

1. CSP may immediately terminate this Agreement with no additional liability or responsibility if CSP fails to receive compensation for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or reach an agreement with CSP on the payment of these funds or else an immediate breach may be declared.
2. CSP may also terminate this Agreement with no additional liability or responsibility upon the occurrence of the following:
 - a) Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by its successors and assigns, facility closure, or reconstruction;
 - b) The Academy requests a reduction in workforce greater than 20%. The parties recognize the importance of educational continuity and, CSP will use its best efforts to continue to provide operations at the Academy under this Agreement through the end of the then-current Academic year and provide reasonable assistance to transition to a different management model or operator;
 - c) The Academy is a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq. The Board shall notify CSP 90 days prior to the facility closure in order for CSP to satisfy notice requirements to Partner Solutions' staff under WARN;
 - d) A determination has been made by a governmental entity, administrative agency or court of law that Partner Solutions for Schools is required to pay into MPSERS;
 - e) Failure by the Academy to pay the Fee or Reimbursables Expenses;
 - f) If there is a substantial and unforeseen increase in the cost of administering services of this Agreement; or
 - g) The Academy makes decisions inconsistent with the recommendations of CSP.

The Academy has thirty (30) days after notice from CSP to remedy any of these breaches except for the breach of non-payment of Payroll Costs.

Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to CSP outstanding as of the date of termination. Failure by CSP to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy

available to CSP under this Agreement or applicable laws, shall not be deemed a waiver of CSP's rights and remedies whatsoever.

Notwithstanding the foregoing, CSP may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that CSP delivers written notice of intention to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year.

Section 2. Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event that CSP fails to remedy a material breach within the required time frames below.

1. Material failure by CSP to account for its expenditures or to pay funds for all compensation required for payroll (provided that CSP has received such funds from the Academy to do so);
2. Material failure by CSP to provide the Services as required by this Agreement;
3. A determination has been made by a governmental entity, administrative agency or court of law that Partner Solutions for Schools is required to participate in MPSERS: or
4. Any action or inaction by CSP that causes the Contract to be in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer and is not cured within sixty (60) days of that notice.

CSP has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that CSP has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. CSP has thirty (30) days after written notice from the Academy to remedy all other breaches. Upon expiration of this Agreement, or termination for any reason, all amounts due to CSP shall immediately become due and payable by the Academy, unless otherwise agreed in writing by CSP.

Notwithstanding the foregoing, the Academy may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that the Academy delivers written notice of intent to terminate to CSP at least ninety (90) days prior to the end of the then-current academic year.

Section 3. Revocation or Termination of Contract. If the Academy's Contract issued by the Central Michigan University Board of Trustees is revoked or terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.

Section 4. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507

of the Code, MCL 380.507, and the Contract , and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and CSP shall have no recourse against the Academy or the Authorizer Board for implementing such site closure or reconstitution.

Section 5. Change in Law. If any federal, State or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

Section 6. Transition. The Academy and CSP agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy and CSP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. In the event of any termination prior to the end of the Term of this Agreement, CSP shall provide reasonable assistance in accordance with the Authorizer's Educational Service Provider Policies. CSP shall perform this transition or termination in a similar manner as described in Article VI, Section 8 below based upon completion of the then-current school period.

Section 7. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with CSP funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to CSP. All personal property purchased or leased by CSP using Academy funds is and shall remain the personal property of the Academy.

Section 8. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

Upon termination or expiration of this Agreement, or this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, CSP shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such

records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by CSP to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII

Indemnification and Cooperation

Section 1. Indemnification of CSP. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless CSP and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of this Agreement, and any acts or failures to act by the Academy which occurred prior to the Effective Date of this Agreement.

In the event that the Academy or CSP receives funds for the benefit of the Academy pursuant to a grant, endowment, scholarship, or other source of governmental funding ('Funding'), Academy shall be solely responsible for the Funding and any liabilities associated therewith, including any Funding that is ordered returned to the distributing agency. Academy further agrees, to the extent permitted by law, to indemnify, save, and hold harmless CSP and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise in connection with the Funding.

In addition, to the extent permitted by law, the Academy shall indemnify, save, hold harmless, and reimburse CSP for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The Academy agrees to advance to CSP all costs, actual attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that CSP is not required to pay such expenses out of its own funds.

CSP agrees that for any claim for indemnification made by CSP, to the extent the interests of CSP and the Academy are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent the Academy shall be responsible for indemnification of CSP, the Academy shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall the Academy indemnify CSP for the attorney fees accrued by CSP in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by the Academy and no reimbursement of any costs or fees shall be necessary. The Academy may reimburse CSP for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

Section 2. Indemnification of the Academy. CSP shall indemnify, save, and hold harmless the Academy and all of its employees (if any), officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by CSP with any agreements, covenants, warranties, or undertakings of CSP contained in or made pursuant to this Agreement, and any misrepresentation or breach of this Agreement and any acts or failures to act by CSP which occurred prior to the Effective Date of this Agreement.

In addition, CSP shall indemnify, save, hold harmless, and reimburse the Academy for any and all legal expenses and costs associated with the defense of such claim, demand or suit. CSP agrees to advance to the Academy all costs, actual attorneys' fees, actual experts' fees, and such similarly related expenses immediately upon request so that the Academy is not required to pay such expenses out of its own funds.

The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of CSP and the Academy are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent CSP shall be responsible for indemnification of the Academy, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall CSP indemnify the Academy for the attorney fees accrued by the Board in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by CSP and no reimbursement of any costs or fees shall be necessary. CSP may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by CSP. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of CSP.

Section 3. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and

liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

Section 4. Immunities and Limitations. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 5. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure under applicable law).

Section 6. Indemnification of Central Michigan University. The parties acknowledge and agree that Central Michigan University, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, CSP hereby promises to indemnify, defend and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the Academy's application, the University Board's consideration of or issuance of a Contract, CSP preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by CSP, or which arise out of CSP's failure to comply with the Contract or Applicable Law. The parties expressly acknowledge and agree that the University may commence legal action against CSP to enforce its rights as set forth in this section of the Agreement.

ARTICLE VIII

Insurance

Section 1. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of CSP required by this Agreement, and naming CSP as an additional insured. The Academy will, upon request, present evidence to CSP that it maintains the requisite insurance in compliance with the provisions of this section. CSP will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

Section 2. CSP Insurance. CSP will secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSP will maintain such policies of insurance as are required by the Contract and the Michigan Universities Self-Insurance Corporation (“M.U.S.I.C.”), including the indemnification of the Academy as required by this Agreement. In the event that Authorizer or M.U.S.I.C. requests any change in coverage by CSP, CSP agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. CSP will, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to CSP under CSP’s policy with its insurer(s), to the extent practicable.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article VIII. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers’ Compensation Coverage. Additionally, each party shall maintain workers’ compensation insurance, as required by State law, covering their respective employees, if any.

ARTICLE IX

Warranties and Representations

Section 1. Warranties and Representations of the Academy. The Academy represents to CSP that (a) it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.

Section 2. Warranties and Representations of CS Partners. CS Partners represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 3. Warranties and Representations of Partner Solutions for Schools. Partner Solutions for Schools represents and warrants to the Academy that: (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan; (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; (c) its actions have been duly and validly authorized; and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 4. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated,

against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X

Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Livingston County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses, and charges of the mediator.

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. If the parties cannot agree on an arbitrator, one shall be assigned through the processes of the American Arbitration Association ("AAA"). Any arbitrator so assigned shall be sophisticated in the issues involving public schools and school finance. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Houghton County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available.

ARTICLE XI

Miscellaneous

Section 1. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and CSP regarding the subject matter hereof. This Agreement, including Exhibit A, constitutes the entire agreement of the parties.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, pandemic, accident, labor strike, flood, terrorism, or other acts beyond its reasonable control.

Section 3. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan (the “State”).

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy:	Board President Copper Island Academy 52125 Industrial Drive N. Calumet, MI 49913
CSP:	CS Partners Partner Solutions for Schools c/o Maria Dockins 869 S. Old US 23, Suite 500 Brighton, Michigan 48114

Section 5. Assignment. This Agreement shall not be assigned (a) by CSP, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of CSP, in writing, which consent shall not be unreasonably withheld. CSP may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of CSP hereunder to any independent contractor, expert or professional advisor. However, this Agreement shall not be assignable without prior notification to the Authorizer and the Board; and any assignment must be done in a manner consistent with the Authorizer’s Educational Service Provider Policies and applicable law.

Section 6. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer’s Educational Service Provider Policies.

The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text, the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Finance Authority or any other type of financing that is tax-exempt pursuant to the Internal Revenue Code of 1986, then the

parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.

Section 8. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 9. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be assignable without prior notification to the Authorizer. Any assignable party shall be considered an ESP, as defined by the Authorizer's Educational Service Provider Policies. As such, any assignable party shall follow the requirements set forth in these ESP Policies.

Section 11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and CSP. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

Section 12. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

Section 13. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to CSP any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with the Contract and all applicable laws. The parties agree to comply with all applicable laws.

Section 14. Governmental Immunity. Nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407.

Section 15. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties,

or any third party, as if the separate counterpart signature pages were part of one original signature copy.

Section 16. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

Section 17. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. CSP'S TOTAL LIABILITY TO THE ACADEMY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER.

[Signature Page Follows]

The undersigned hereby execute this Agreement as of the date set forth first above.

The Academy:

COPPER ISLAND ACADEMY, a Michigan
public school academy

By: josh Loukus

Its: Board President

CSP:

CS PARTNERS, INC., a Michigan
corporation

By: Dawn Marshall
Dawn Marshall

Its: Designated Officer

CSP MANAGEMENT INC., d/b/a **PARTNER
SOLUTIONS FOR SCHOOLS**, a Michigan
Corporation

By: Dawn Marshall
Dawn Marshall

Its: Designated Officer

Exhibit A
to
SERVICES AGREEMENT

The purpose of this Exhibit A is to set forth and define the Services to be provided by CSP pursuant to the Agreement.

**EDUCATIONAL MANAGEMENT SERVICES
TO BE PROVIDED BY CS PARTNERS**

A. CSP shall implement the Educational Program (defined in Article I, Section 2 of the Agreement). Modification of the Educational Program as provided in the Contract may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.

B. CSP may perform functions other than Instruction, including but not limited to purchasing, board support, professional development, and administrative functions off-site (i.e., not on the Academy property), unless prohibited by applicable laws. Student records, which are the property of the Academy, and books and records of the Academy, shall be maintained by CSP and available at the Academy's site.

C. Although the Board shall be responsible for establishing and implementing recruitment and admission policies in accordance with the Educational Program and the Contract, CSP shall enroll students for the Academy in accordance with such Board policies provided that said policies are in compliance with the Contract and applicable laws.

D. CSP shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations as to students only (and not as to faculty). The Board hereby retains the right to provide due process, as required by law, if desired.

E. CSP shall administer and provide the Educational Program in a manner which shall meet the requirements imposed under the Contract and applicable laws, unless such requirements are waived. The Academy hereby agrees to interpret State and local regulations within the confines of applicable law in order to give CSP flexibility and freedom to implement the Educational Program in CSP's desired manner.

F. In order to supplement and enhance the School Aid payments received from the State of Michigan, and improve the quality of education at the Academy, CSP may assist the Academy's efforts to obtain revenue from other sources (the "Funding Sources"), and in this regard:

1. the Academy and/or CSP with prior approval of the Board may solicit and receive grants and donations in the name of the Academy from various funding sources consistent with the mission of the Academy;
2. the Academy and/or CSP with prior Board approval may apply for and receive grant money in the name of the Academy from various funding sources;

3. to the extent permitted under the Code and Contract, and with the approval of the Board, CSP or the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs; and
4. all funds received by the Academy from such other revenue sources (generally, the “Additional Revenue”) shall inure to and be the deemed property of the Academy (however, as provided in Article IV, Section 1 of the Agreement, the Fee may apply against all such Additional Revenue).

G. CSP may subcontract any and all aspects of the Services. However, CSP shall not subcontract the management, oversight, or operation of the teaching and instructional aspects of the Services (the “Instruction”), except as specifically permitted in this Agreement, or with prior written approval of the Board. Any services to be provided by CSP that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by or passed through as an additional cost to the Academy.

H. CSP shall not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer.

I. CSP shall provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board’s reasonable request, to enable the Board to monitor CSP’s performance under this Agreement.

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY CS PARTNERS

J. CSP shall be directly accountable to the Board for the administration, operation, and performance of the Academy in accordance with the Contract. CSP’s obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement. The Services shall be funded by the Academy budget, and neither CSP nor the Academy shall be permitted to expend Academy funds on the Services in excess of the amount set forth in the Academy Budget.

K. CSP through the School Leader shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each Academy student. CSP shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, CSP shall utilize assessment strategies required by the Educational Program. The Academy and CSP will cooperate in good faith to identify other measures of and goals for students and school performance consistent with the Contract.

L. CSP through the School Leader shall plan and supervise special education services to students who attend the Academy. CSP or the Academy may contract these services if it determines that it is necessary and appropriate for the provision of services to students with special

needs, or if instruction cannot be met within the Academy's program. Such services shall be provided in a manner that complies with applicable laws.

M. CSP through the School Leader shall be responsible for all of the management, operation, administration, and education at the Academy which includes, but is not limited to:

1. implementation and administration of the Educational Program approved by the Board and the selection and acquisition of instructional materials, equipment and supplies;
2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
3. all aspects of the business administration (as determined and as generally understood in the industry) of the Academy as agreed between CSP and the Board;
4. any function necessary or expedient for the administration of the Academy consistent with the Educational Program, or otherwise approved by the Board.

N. Except as otherwise provided in this Agreement, CSP shall keep all student, educational and financial records relating to the Academy available at the Academy site, and the same shall be available for public inspection upon reasonable request consistent with the Contract and applicable laws. All student, educational and financial records pertaining to the Academy are Academy property and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under the Code, CSP shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If CSP receives information that is part of an Academy student's education records, CSP shall not sell or otherwise provide the information to any other person except as provided under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136. Except as permitted under the Contract and applicable law, CSP shall not restrict the Authorizer's or the public's access to the Academy's records. All records shall be kept in accordance with the Contract and applicable state and federal requirements.

O. CSP shall provide the Board with:

1. a projected annual budget, in accordance with the board-approved budget timeline, prior to July 1st of each school year, related to the Services in accordance with the Contract and the Educational Program which budget shall include a budget reserve amount as determined by the Board;
2. detailed monthly financial statements no more than thirty (30) days after month's end (and financial statements reasonably requested by the Board more frequently). Financial statements will be provided as directed by the Board within reason prior to each Board meeting to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in fund balance at object level detail with comparison of budget-to-actual and explanations of variance, and a cash flow statement. These statements shall include all revenues received, from whatever source, with respect to the Academy, and

detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of the Academy, whether incurred on-site or off-site;

3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and CSP will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy. All finance and other records of CSP related to the Academy will be made available by CSP to the Academy, the Academy's independent auditor and the Authorizer upon request; and
4. other information as reasonably requested by the Board to enable the Board to monitor CSP's performance under the Agreement.

HUMAN RESOURCES SERVICES TO BE PROVIDED BY CSP

P. CSP shall work with the School Leader to recommend staffing levels to the Board, and select, hire, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Academy's budget and the Educational Program.

Q. As set forth in the Agreement, CSP shall identify and appoint a School Leader and if applicable, members of a Leadership Team to administer the Educational Program at the Academy (the "School Leader"). The School Leader will be an employee of Partner Solutions for Schools.

R. CSP shall work with the School Leader to provide the Academy with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract and applicable law. CSP shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by Partner Solutions for Schools. Each teacher assigned to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Authorizer, and State and federal law.

S. CSP shall work with the School Leader to provide the Academy with such support staff, qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in the discretion of Partner Solutions for Schools, provide services at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, said support staff may also provide services at another institution, or other locations approved by Partner Solutions for Schools.

T. Since, except as specified in this Agreement, all teaching, support staff and other non-teaching personnel performing functions on behalf of the Academy, shall be employees of Partner

Solutions for Schools, compensation of all employees of Partner Solutions for Schools shall be paid by Partner Solutions for Schools upon receipt of funds from the Academy. For purposes of the Agreement and this Exhibit, "compensation" shall include salary and benefits. Evaluation and compensation systems administered by Partner Solutions for Schools shall comply with all applicable laws, including Sections 1249, 1249a, 1249b and 1250 of the Revised School Code and any successor statute that is substantially similar to Sections 1249, 1249a, 1249b and 1250. Partner Solutions for Schools shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable laws, Partner Solutions for Schools shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Partner Solutions for Schools accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations for work already completed irrespective of whether CSP receives an advancement of its costs or the payment of service from the Academy. However, Academy's non-payment of such funds is considered a material breach of this Agreement and must follow Article VI Termination.

U. Partner Solutions for Schools will complete and sign all necessary 401K regulatory and plan documents for its employee benefits plan as required by law and as fiduciary agent of the plan.

Signature: 
Josh Loukus (Jun 23, 2021 12:03 EDT)

Email: josh@relinc.net

Signature: *Dawn Marshall*

Email: dmarshall@mypartnersolutions.com

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs’ Bureau of Construction Codes.

Physical Plant Description 6-1

Site Plan 6-3

Floor Plan..... 6-4

Lease Agreement 6-5

Certificate of Use and Occupancy 6-6

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See MCL 380.502(3)(i) and 380.503(6)(f);

2. The address and a description of the site and physical plant (the “Site”) of Copper Island Academy (the "Academy") is as follows:

Address: 52125 Industrial Dr. N
Calumet, MI 49913

Description: The Academy is located on a 22 acre site within the Houghton County Memorial Airport Industrial Airpark in Franklin Township. Mature hardwoods and wetlands surround the build site. The facility at this Site is a newly constructed 20,621 square foot, one-story building. The building includes 16 classrooms, one special education classroom, two handicap accessible multi-station restrooms, one individual restroom, a multipurpose room, a dishwashing room, a mechanical and electrical room, a custodial closet, a data closet, a reception area, a teachers’ lounge, and two office spaces.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Hancock Public School District
ISD: Copper Country Intermediate School District

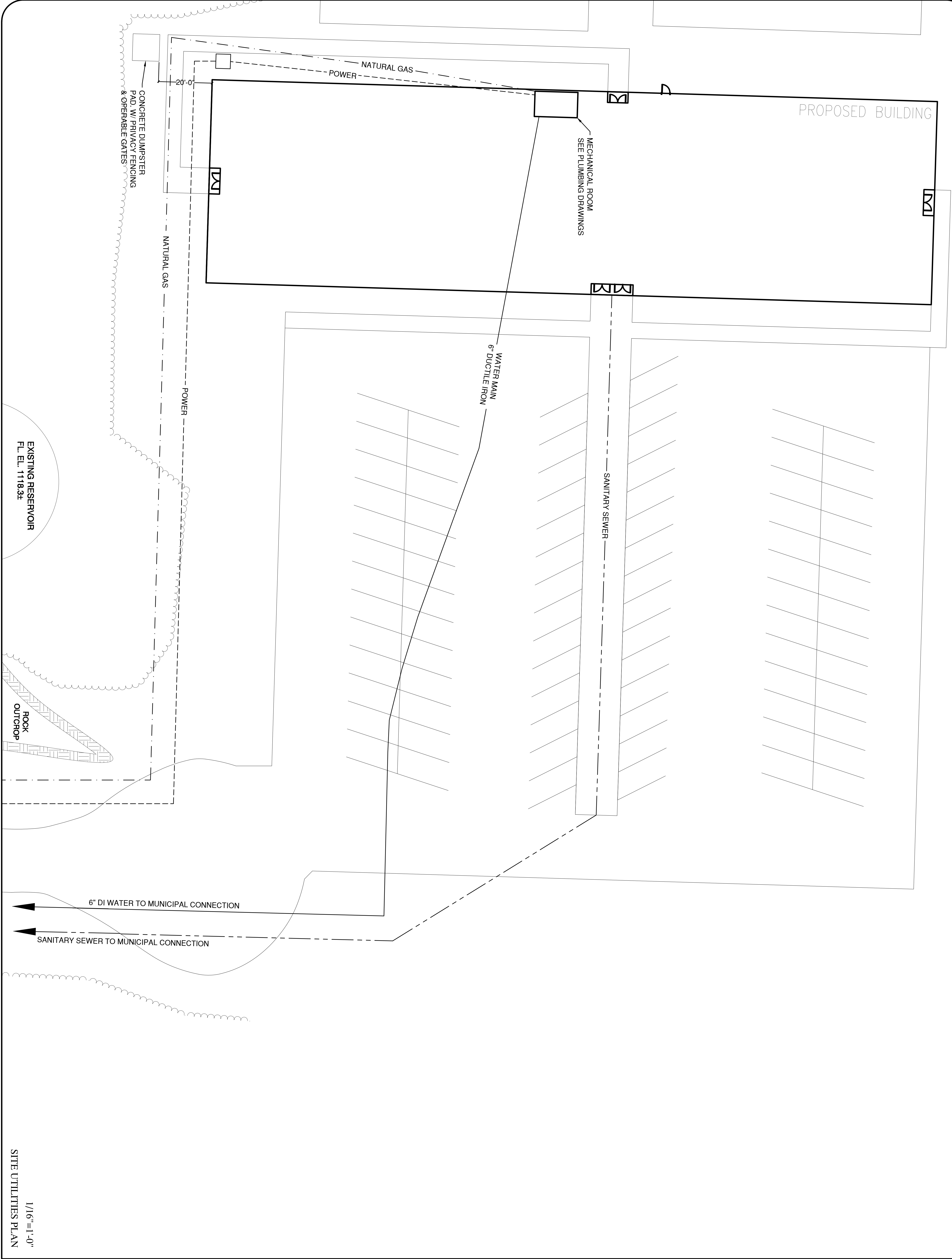
3. It is acknowledged and agreed that the information identified below, about this Site, is provided on the following pages, or must be provided to the satisfaction of the University Board or its designee, before the Academy may operate as a public school in this state.

- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the University Board or its designee.

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University Board or its designee, and the amendment regarding the new site has been executed.

6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.



SITE UTILITIES PLAN

1/16"=1'-0"

C10

~ SHEET ~
06/21/21

COPPER ISLAND
ACADEMY
Calumet, Michigan

PUBLISHED	
DATE	ISSUED FOR:

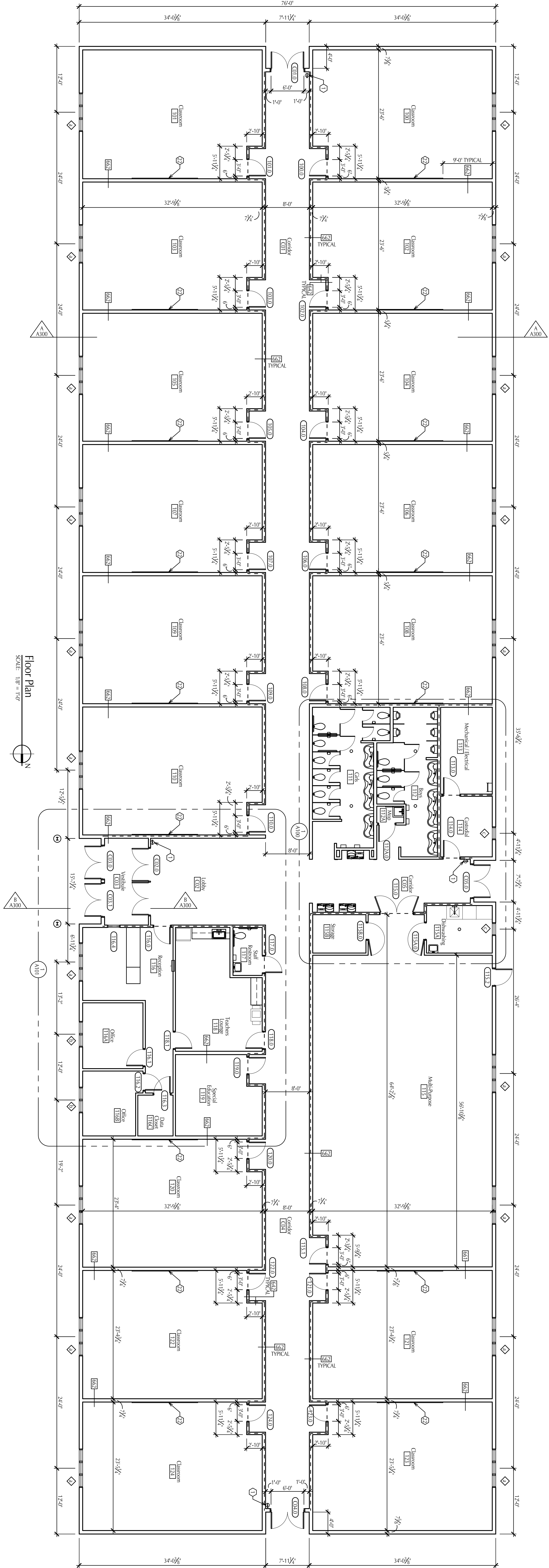
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NO.	DATE



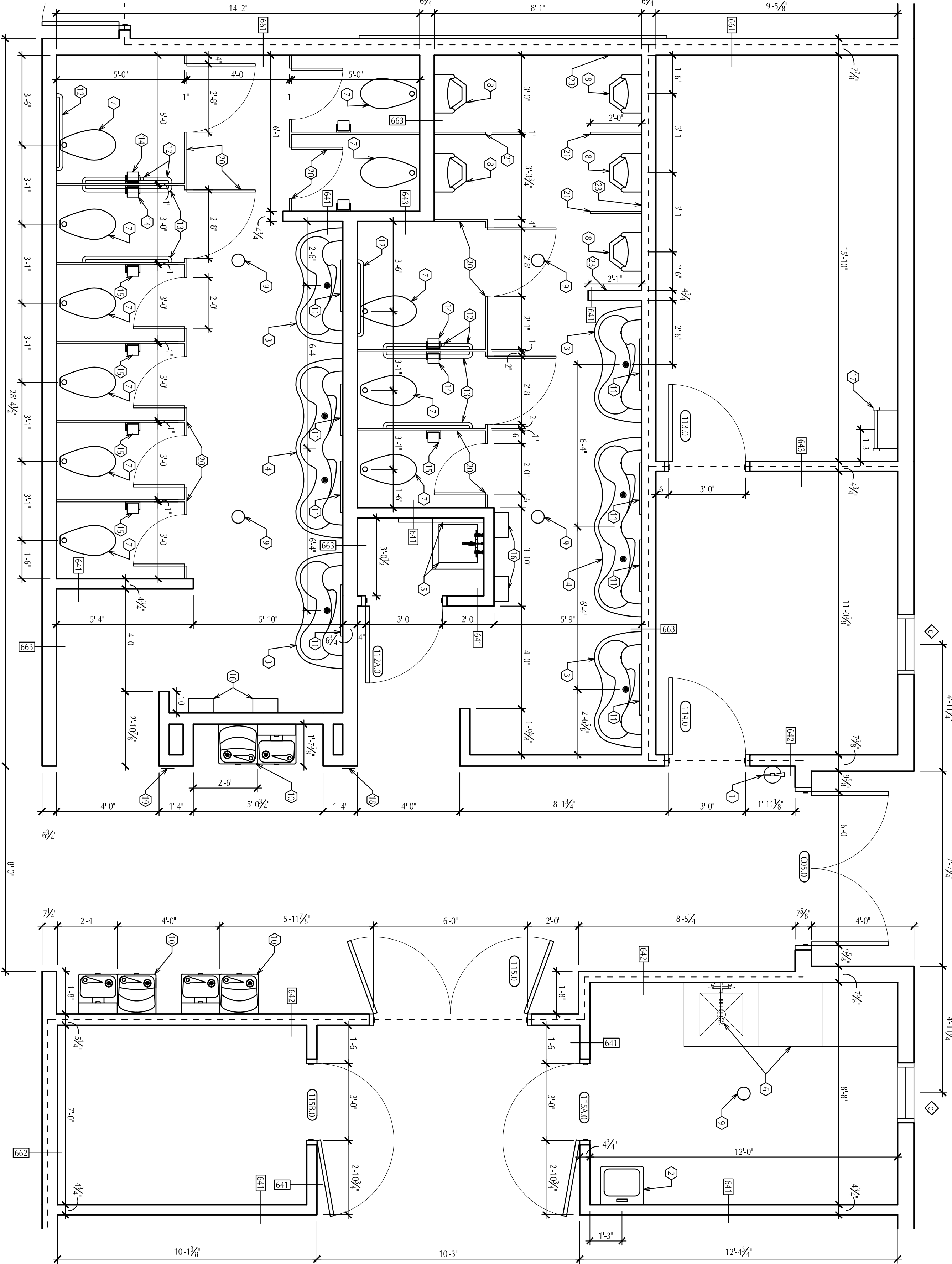
MOYLE
CONSTRUCTION

46702 Highway M-26
PO Box399 Houghton, MI •
www.moyleusa.com
906-482-3000

DRAWN BY: KJH
CHECKED BY: --
JOB #:



Floor Plan
SCALE: 1/8" = 1'-0"



Enlarged Partial Plan
SCALE: 3/8" = 1'-0"

Keynotes	
1.	See enlarged plans on A100 and A101 for additional detail.

General Notes

1. See enlarged plans on A100 and A101 for additional detail.
2. Wall hung vanity per plumbing drawings.
3. Time station wall hung vanity per plumbing drawings.
4. Time station wall hung vanity per plumbing drawings.
5. Keep sink per plumbing. Provide stainless steel walls on both walls and wall mounted ramp lunge.
6. Handover wall per note.
7. Handover wall per note.
8. Wall hung unit per plumbing.
9. Floor drain per plumbing.
10. 1.172 stainless steel grab bars. Mount at 34" A.F.L. Provide 36" long bar behind vanity chair mounted 6" from rear wall and 41" A.F.L.
11. 1.172 stainless steel grab bars. Mount at 34" A.F.L. Provide 36" long bar behind vanity chair mounted 6" from rear wall and 41" A.F.L.
12. 1.172 stainless steel grab bars. Mount at 34" A.F.L. Provide 36" long bar behind vanity chair mounted 6" from rear wall and 41" A.F.L.
13. 1.172 stainless steel grab bars. Mount at 34" A.F.L. Provide 36" long bar behind vanity chair mounted 6" from rear wall and 41" A.F.L.
14. Toilet tissue dispenser. Mount 32" from back wall to centerline of dispenser. Mount with top of unit at 32" A.F.L.
15. Grab bar. Mount 32" from back wall to centerline of dispenser. Mount with top of unit at 32" A.F.L.
16. Wall mounted stainless steel grab bar. Mount 32" from back wall to centerline of dispenser. Mount with top of unit at 32" A.F.L.
17. Wall mounted stainless steel grab bar. Mount 32" from back wall to centerline of dispenser. Mount with top of unit at 32" A.F.L.
18. Wall mounted stainless steel grab bar. Mount 32" from back wall to centerline of dispenser. Mount with top of unit at 32" A.F.L.
19. Hand sign with text indicating "Use Restroom". Provide restroom partitions, and handle to conform to fire code requirements. Mount sign at 60" A.F.L. to top of sign.
20. Floor supported medical breast lift/PT table partitions.
21. 24" deep 100% vinyl screen mounted to wall with continuous lunge. Provide blocking in wall for lunge.
22. 48" high 1 1/2" wide white board with top. Mount 24" A.F.L. to bottom.
23. Provide gray colored FRP board over wall surface with trim to 48" A.F.L. at wall behind units and 24" out at side walls.

Moyle Construction

Copper Island Academy

Floor Plan

ISSUED FOR:	4-2-2021
Client Review	4-7-2021
Client Review	4-13-2021
Permitting	4-27-2021

NORTHERN
DESIGN
WORKS

A100

PROJECT NO. 2118

LEASE AGREEMENT

-between-

**COPPER ISLAND ACADEMY, a Michigan
Public School Academy**

-and-

**COPPER ISLAND REAL ESTATE, LLC a
Michigan limited liability company**

September 14, 2021 through June 30, 2026

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EXHIBITS

- A. Legal Description, Site Plan, Floorplan
- B. Non-Disturbance Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the “Agreement”) is executed in two (2) duplicate originals and made as of the 14th day of September 2021 (the “Effective Date”); by and between **Copper Island Academy Real Estate, LLC, PO Box 414, Houghton, Michigan 49931** (hereinafter “Lessor”) and/or assigns, and **Copper Island Academy, PO Box 126, 52125 Industrial Drive North, Calumet, MI 49913**. (hereinafter “Lessee”).

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

Lessee is a Michigan public school academy and nonprofit corporation operating under a Contract to Charter a Public School Academy and related documents, issued by the Board of Trustees of Central Michigan University (the “Authorizer”) with an effective date of April 26, 2021 (the “Contract”).

WITNESSETH

1. **DEMISED PREMISES.** Lessor, in consideration of the covenants and agreements hereinafter contained, does hereby demise and lease to Lessee approximately 21,000 square feet of building space, site improvements and associated real estate (hereinafter the “Demised Premises”). The Demised Premises is located in Franklin Township, in Houghton County, Michigan, with an address of 52125 Industrial Drive North, Calumet, Michigan 49913. A site plan, survey, and floorplan are attached as Exhibit A.
2. **TERM.** This lease shall be for a period of 4 (four) years and 9 (nine) months, commencing on the Effective Date, September 14, 2021 (the “Lease Period”) and ending June 30, 2026. Lessee shall have the right to renew this lease for 3 (three) additional 5 (five) year periods (each a “Renewal Lease Period”). The option to extend this Lease may be exercised by the Lessee by providing written or other notice to Landlord no later than 60 (sixty) days prior to expiration.

3. **RENT.** Lessee shall pay to the Lessor as rent for the Demised Premises a fixed annual rent (hereinafter the "Rent") as follows:

<i>Payments 1-20</i>	<i>\$232,500 annually, payable in 12 equal advance monthly payments of \$19,375.00</i>
<i>Payment 21-60</i>	<i>\$323,592 annually, payable in 12 equal advance monthly payments of \$26,966.00</i>
<i>Years 6-10</i>	<i>\$323,592 annually, payable in 12 equal advance monthly payments of \$26,966.00</i>
<i>Years 11-20</i>	<i>\$355,956 annually, payable in 12 equal advance monthly payments of \$29,663.00</i>

Rent, and the obligation to pay rent, shall commence on the date which the Lessee receives its' initial State Aid funds, a Certificate of Occupancy, or October 1st, whichever is later (the "Rent Commencement Date"). Should the Rent Commencement Date be any date other than the 1st of the month, the amount of rent due shall be pro-rated based on the actual number of days in the month from the Rent Commencement Date to the end of the month) and on the first of each month thereafter.

4. **Purchase Option.** At any time throughout the term of the Lease or any extensions or renewals thereof, so long as the Lessee is in good standing and not in default of the Lease, Lessee may purchase the Demised Premises subject to this lease upon 120 days written notice. The price at the time shall be calculated as follows:

Balance of Lessor's debt on real estate (debt) + Any money owed to Lessor (rent or advances made by Lessor) + \$750,000 (cash equity) + \$375,000 (fixed appreciation amount), but in no event shall the price to purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the Lessee or Lessee shall be designated by the appraiser as able to fully rely upon such appraisal.

5. **LATE FEES.** If Lessee fails to pay any amounts owed to Lessor within seven (7) days of the due date for such payments, a charge of 5% of the amount due will be applied to and

immediately due the Lessor. In addition, the interest on past due amounts will accrue at the rate of 1.5% per month (18% per annum), or the maximum rate allowed by the law, whichever is less.

6. **HOLDOVER.** Following the expiration of the Lease or any renewals thereof, if the Lessee continues to occupy the space without a valid term lease, the monthly rental rate shall be One-Hundred-Twenty-Five Percent (125%) of the monthly rate of the previous term and shall be terminated by either Lessor or Lessee with 30 days written notice.

7. **USE OF PREMISES.** Lessor agrees that the Demised Premises may be used for any lawful purpose. It is expressly agreed that nothing contained in this Lease Agreement shall be construed to contain a covenant either express or implied, by Lessor that the Demised Premises are suitable for the operation of any business.

8. **COMPLIANCE WITH LAWS.** Upon the commencement of the Lease Period the Lessor is responsible for ensuring that the Demised Premises is in compliance with all current public school fire and safety codes, the requirements of the Michigan Department of Licensing and Regulatory Affairs ("LARA"), and the approval of the State Fire Marshall for occupancy by students and staff, and must be in compliance with all applicable local, State and federal laws, rules, regulations and ordinances including, without limitation, all zoning ordinances, laws, rules regulations and ordinances pertaining to school building construction, being the Michigan Revised School Code, MCL 380.1 *et seq.*, the School Building Construction Code Act, MCL 388.851 *et seq.*, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501 *et seq.*, and the Michigan Building Code (collectively the "Construction Acts"), and must be issued a Final Certificate of Occupancy, if required by the Construction Acts. If Required, Lessor shall submit all appropriate applications to LARA, as well as any local municipalities, as required by the

Construction Acts, with Lessee's cooperation but at no cost to the Lessee, and receive all appropriate approvals prior to commencing any build out required hereunder.

Lessee agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Demised Premises and the cleanliness, safety, occupation, and use of same, including without limitation the American with Disabilities Act of 1990 42U.S.C 12101-12213 (1991), as amended. Lessee also agrees to observe all reasonable regulations and requirements of insurance underwriters concerning the use and condition of the Demised Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material, or products to accumulate on the Demised Premises. Lessee shall not do or permit anything to be done in or about the Demised Premises that will in any way use or allow the Demised Premises to be used for any improper, immoral, or unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance in, on, or about the Demised Premises.

9. **TAXES.** Lessee agrees to pay all real estate taxes, special assessments, and any other taxes assessed against the Demised Premises during the Lease Period or any extension hereof. Such payments shall be paid directly to the appropriate taxing authority.

10. **UTILITIES AND WASTE DISPOSAL.** Lessee agrees to pay for all utilities used upon or within the Demised Premises, including but not limited to electricity, gas, data, water and sewer. Lessee shall provide for the regular removal of all trash, rubbish and garbage from the Demised Premises.

11. **SECURITY.** Lessee agrees to provide any and all security necessary and appropriate for its use of the Demised Premises during the term of this Agreement, or any extensions hereof.

Lessor agrees to maintain all security measures implemented by Lessee during its use of the Demised Premises.

12. **MAINTENANCE BY LESSEE.** Lessee shall maintain in good condition and repair the Demised Premises, ordinary wear and tear and the effects of time excepted and shall repair any damage caused by any act of negligence of Lessee, its contractors, licensees, agents or employees. On the Rent Commencement Date, Lessor agrees to assign or cause its contractors to assign to Lessee all contractors' or subcontractors' guarantees or warranties which relate to any construction work concerning which Lessee shall have the obligation to make repairs upon and after the Effective Date. At the expiration of this Agreement or any renewal hereof, Lessee agrees to surrender promptly the Demised Premises to Lessor in the improved condition leaving tenant improvements paid for by the Lessee that have become permanently affixed to the Demised Premises and which cannot be removed in a workmanlike fashion that does not mar the premises beyond ordinary wear and tear permitted herein installed, ordinary wear and tear, effects of time and destruction by fire, the elements or other unavoidable casualties excepted. Lessee shall maintain in good condition and repair the exterior lighting, driveways, sidewalks parking areas, all exterior and interior utility service pipes and lines, HVAC, fire protection system, electrical and mechanical systems. Lessee shall be financially responsible for maintenance of the lawn and landscaping, and snow and ice removal of the Demised Premises.

13. **MAINTENANCE BY LESSOR.** All maintenance of interior and exterior of the Demised Premises shall be the responsibility of the Lessee as outlined in section 12 above.

14. **EQUIPMENT, FIXTURES, AND SIGNS.** Lessee shall have the right to erect, install, maintain and operate on the Demised Premises such equipment, fixtures and signs as Lessee may

deem advisable, subject to local ordinances. Any and all fixtures, equipment and goods installed by Lessee, shall be and remain the property of Lessee, and Lessee may, at any time, remove any and all fixtures, equipment and goods installed by it in, on or about the Demised Premises provided, that Lessee shall promptly repair any damage or injury to the Demised Premises caused by such removal.

15. **COVENANT OF TITLE AND QUIET ENJOYMENT.** Lessor represents and warrants that Lessor owns the Demised Premises, access and parking areas being a part thereof, in fee simple absolute, free and clear of all encumbrances, except (i) such mortgages or deed of trust that Lessor may place on the Demised Premises for the purpose of financing the acquisition thereof and (ii) such encumbrances that do not interfere with Lessee's rights under this Agreement or Lessee's use of the Demised Premises that the real property constituting the Demised Premises contains no hazardous wastes, toxic materials, asbestos or environmental pollutants. The person(s) executing this Agreement on behalf of Lessor represent and warrant that they are the only person(s) required to execute this Agreement in order to bind Lessor and that Lessor has the full right and lawful authority to enter into this Agreement for the Lease Period; and that, if Lessee is not in default herein, Lessee's quiet and peaceable enjoyment of the Demised Premises during the term of this Agreement or any extensions hereof shall not be disturbed or interfered with by anyone and Lessee shall enjoy all of the rights herein granted without any hindrance, molestation or interference by any person and Lessor shall indemnify and hold Lessee harmless from and against any claim, action, losses, costs, expenses, liabilities and judgments arising in connection with the breach of any of the foregoing representations and warranties. Not later than the Effective Date, Lessor's mortgagor shall provide Lessee with a nondisturbance agreement to protect Lessee's quiet enjoyment of the Demised Premises in the form of Exhibit B.

16. INSURANCE.

A. **Lessee's Obligations:** In addition to any insurance that Lessee's Contract may require, Lessee shall procure and pay the premium for liability insurance in the amount of Two Million Dollars (\$2,000,000.00) with respect to any one occurrence for bodily injury and property damage to protect Lessee and Lessor against liability for such injury to persons and such damage upon and within the Demised Premises. In addition, Lessee agrees to carry Special Perils insurance on the Demised Premises for an amount providing coverage for the full replacement cost of the Demised Premises. The full replacement cost must be reviewed and the number verified by the Lessor on an annualized basis. Said insurance policy shall provide that it shall not be cancelled except on thirty (30) days prior written notice to Lessor. In the event of either partial or total destruction of the Demised Premises, as defined in Section 22 below, Lessee shall assign the proceeds of said insurance policy to Lessor who shall use the proceeds pursuant to Section 21 below.

17. LESSEE'S WARRANTIES AND INDEMNIFICATION. To the extent permitted by law, the Lessee agrees to indemnify, defend and hold harmless Lessor, its present and future officers and directors, employees and agents, from and against any and all demands, claims, lawsuits, causes of action, liabilities, penalties, fines, forfeitures and costs and all expenses incidental thereto (including, but not limited to, actual attorney fees), which any or all of the foregoing may hereafter suffer, incur, be responsible for or pay as a result of bodily injuries (including death) to any person, damage to any property, contamination or adverse environmental affects arising, wholly or in part, directly or indirectly, from any alleged act, omission, negligence, or any alleged violation of statute, ordinance or order, rule or regulation of any governmental entity or agency by Lessee or Lessee's contractors, concessionaires, licensees, agents, servants, invitees,

or employees, excluding only such injury, damage, loss or expense finally determined to have resulted solely from the active negligence of Lessor.

The LESSEE shall not permit any mechanic's lien or other lien to attach to any portion of the Demised Premises.

18. **ALTERATIONS AND USE OF PREMISES.** The Lessee shall make no alterations or structural changes to the demised Premises or any improvements thereon without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

In the event the Lessee shall make any improvements upon the demised Premises or any alteration thereto during the term of this Lease, with the prior written consent of the Lessor, it shall be stipulated in writing by the Lessor and Lessee, at the time approval for such improvement or alteration is granted, whether or not such improvement or alteration shall be the property of the Lessor or Lessee at the termination of the Agreement. In the absence of such written stipulation, all alterations, and improvements, shall, at the election of Lessor, become sole property of Lessor without any compensation to Lessee. All alterations and improvements that are the property of the Lessee, upon the termination of this Lease, shall be removed by the Lessee no later than the termination of this Lease and any damage or defacement to the demised Premises caused by such removal shall be restored by the Lessee. Any such improvements or alterations not so removed by the Lessee, no later than the termination of this Agreement, may be removed by the Lessor after the termination of this Agreement. All costs and expenses incurred by the Lessor in connection with the costs of removing from the demised Premises any property of the Lessee left therein that do not constitute alterations or improvements retained by Lessor hereunder, together with liquidated damages in an amount equal to the amount of rent plus all other charges which would have been payable by the Lessee under this Lease if the term of this Lease had been extended for

the period of time reasonably required for the Lessor to repair or restore the demised Premises to the condition called for therein, shall be invoiced to the Lessee and shall be payable as additional rent within ten (10) days after Lessee's receipt of the invoice.

The Lessee shall have the right to use the exterior fascia of the demised Premises, at locations approved in writing by the Lessor, for the purpose of erecting or attaching thereto a sign or signs approved by the Lessor for advertising the Lessee's business, provided that such sign or signs shall not injure the buildings and that any such sign or signs shall be in conformity with any applicable governmental authority. Upon termination of this Lease or the removal of such sign or signs, any defacement or damage to the buildings or grounds of the demised Premises shall be repaired promptly by the Lessee. Upon the termination of this Agreement, the Lessee shall promptly remove any signs upon any of the buildings or grounds of the Demised Premises and restore the place such sign or signs occupied to the condition that existed as of the inception date of this Agreement.

19. **DAMAGE TO DEMISED PREMISES AND EMINENT DOMAIN.** In the event of the destruction of more than fifty (50%) percent of the Demised Premises or such substantial damage or destruction which prevents Lessee from conducting its business in its normal and customary manner as reasonably determined by Lessee or as will cause the entire demised Premises to be unfit for the aforesaid use by fire or otherwise, at the Lessor's option, this Lease may be terminated and the rights of all parties hereunder shall cease, except such rights and liabilities as have accrued to the time of such destruction. In the event of destruction of more than fifty (50%) percent of the Demised Premises, the Lessor may elect to rebuild and repair the damage and this Lease shall be extended for such period of time. In the event of partial destruction of the Demised Premises by fire or otherwise, said partial destruction not rendering the same unfit for

the use aforesaid, the Lessor shall rebuild and repair the damage within ninety (90) days after the occurrence of such casualty and the rent shall abate for that portion of the Demised Premises rendered untenable. Such abatement in the rent shall continue only for such period of time as the Premises, or a portion thereof, are rendered untenable.

In the event a part of the Demised Premises be taken by reason of the exercise of the right to eminent domain or be conveyed in settlement of threatened eminent domain proceedings (both of which are hereafter referred to as a taking), there shall be an equitable abatement of the rental provided herein. Said equitable abatement shall be computed upon the ratio of the square footage of the Demised Premises immediately before and immediately after the taking. If all or so much of the Demised Premises be taken so that the remainder is insufficient for the conduct of the Lessee's business, then this Lease and the terms hereof shall expire and cease upon thirty (30) days of the date of delivery of possession of the Demised Premises, or portion thereof so taken, to the condemning authority. Upon such termination, all rents and other charges shall be prorated as of the date of termination. The Lessor shall receive all sums as a result of such taking, except those sums specifically attributable to and designated for business damage, if any, which sums shall be received by the Lessee. (Any sums should be distributed in accordance with Michigan law.)

20. **CONDEMNATION.** If the whole of the Demised Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Agreement or any extension hereof, Lessee reserves the right to prosecute its claim for an award based on its leasehold interest for such taking without impairing the rights of Lessor.

21. **MUTUAL WAIVER OF SUBROGATION.** Lessor and Lessee each hereby releases the other and its respective employees, agents and every person claiming by, through or under either of them from any and all liability or responsibility (to them or anyone claiming by, through or

under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit of either party, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents.

22. **FIRE CLAUSE.** The term “Total Destruction” of the Demised Premises as used in this section is defined as damage to or destruction of the Demised Premises by fire or other causes covered by the extended coverage referred to in Paragraph 11 to the extent that the cost of repair or reconstruction will exceed fifty percent (50%) of the cost of rebuilding or reconstructing the Demised Premises at the time of such disaster. The term “Partial Destruction” of the Demised Premises as used in this section is defined as such damage to the extent that the cost of repair or reconstruction will be less than fifty percent (50%) of the cost of rebuilding or reconstructing the Demised Premises at the time of such disaster.

A. In the event of Total Destruction of the Demised Premises during the first five (5) years of the original term, Lessor shall promptly rebuild or restore the Demised Premises to as nearly as possible its condition immediately prior to such destruction or damage, such work to be commenced within ninety (90) days from receipt of the final payment of the claim by the insurance company and thereafter to be prosecuted with due diligence until such rebuilding or restoration is completed.

B. All rent shall be abated during the period the Demised Premises is damaged and untenable and for a period of thirty (30) days after the date reconstruction is completed, or until the date upon which Lessee shall reopen for business, whichever is earlier.

C. In the event of Partial Destruction of the Demised Premises, during the period the Demised Premises is damaged and/or undergoing restoration, all rental shall abate unless Lessee

chooses to occupy a portion of the Demised Premises, in which event Lessee shall pay rental in such proportion to the entire rental herein reserved as the area in the Demised Premises occupied by Lessee bears to the total space in the Demised Premises.

D. In the event of termination of this Agreement, any unearned rent paid by Lessee shall be prorated and refunded to Lessee.

23. **ACCESS BY LESSOR.** Lessor and its authorized representatives shall have the right to enter the Demised Premises at all reasonable times, with reasonable advance notice, to examine the condition thereof and to make all necessary repairs required of Lessor under this Agreement, but such rights shall be exercised in a manner so as not to interfere unreasonably with the business of Lessee. At any time within two (2) months prior to the expiration of this Agreement or any renewals hereof, Lessor, with the express written permission of Lessee, may show the Demised Premises to prospective purchasers or tenants, and within such period, with the express written permission of Lessee, may attach to the building or erect on the premises a notice advertising said property for sale or letting.

24. **DEFAULT CLAUSE.** If default shall at any time be made by Lessee in the payment of the rent reserved herein or any installment thereof for more than ten (10) days after Lessee's receipt of written notice of such default by the Lessor, or if Lessee, or if Lessee shall default in the performance of any other covenant, agreement, condition, rule or regulation herein obligating Lessee and such default shall continue for thirty (30) days after Lessee's receipt of written notice of such default by Lessor, (or if the default cannot be cured within such thirty (30) day period, if Lessee shall not within such 30-day period commence such cure and thereafter diligently pursue same to its completion). Lessor shall thereafter have the right to re-enter or repossess the Demised Premises, either by force, summary proceedings, surrender or otherwise, and dispossess and

remove therefrom Lessee or other occupants thereof and their effects without any liability, therefore. In such case, Lessor shall re-let the Demised Premises or any part thereof as the agent of Lessee, with Lessee remaining liable to pay Lessor rent and other charges reserved herein for the balance of the term, less the reasonable market rental value of the Demised Premises for the same period; or Lessor at its option may terminate this Lease, thereby releasing Lessee from any further liabilities hereunder.

25. **CONTROLLING LAW; NO OTHER AGREEMENT OR REPRESENTATIVES; TIME OF ESSENCE.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder. Time is of the essence in this Agreement.

26. **NON-WAIVER; MODIFICATIONS.** No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of Rent Payment(s) due by lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of Rent. The acceptance of all or part of a Rent payment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

27. **NOTICES.** All notices or requests under this Lease shall be given by either email or certified mail to the addresses shown in the introductory paragraph on the first page of this Lease

Agreement. Each properly addressed notice or request sent by email or certified mail shall, be deemed given and served upon being deposited in the United States mail, postage prepaid.

28. **SURRENDER OF PREMISES.** At the expiration, or earlier termination, of this Lease, the LESSEE will surrender the demised premises broom clean and in as good condition and repair as they were at the time the LESSEE took possession, normal wear and tear excepted, and promptly upon surrender will deliver all keys and building security cards for the Demised Premises to the LESSOR. All costs and expenses incurred by the LESSOR in connection with repairing or restoring the demised Premises to the condition called for herein, together with the costs, if any, of removing from the demised Premises any property of the LESSEE left therein, together with liquidated damages in an amount equal to the amount of rent plus all other charges which would have been payable by the LESSEE, under this Lease, if the term of this Lease had been extended for the period of time reasonably required for the LESSOR to repair or restore the Demised Premises to the condition called for herein, but not more than ninety (90) days, shall be invoiced to the LESSEE and shall be payable as additional rent within ten (10) days after receipt of the invoice.

29. **RIGHT TO TERMINATE.** If the Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Tenant after expiration of the Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination.

Additionally, if the school chooses to close for any reason, this Agreement shall automatically terminate without penalty on the same day.

30. **TRANSFER OF DEMISED PREMISES BY LESSOR.** Lessor reserves the right to sell, assign, or otherwise transfer its interest in the Demised Premises without Lessee's consent. Lessor shall provide 30 days' notice to Lessee of any such transfer. In the event of any such sale, assignment, or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

31. **SUBORDINATION.** This Agreement and the rights of the Lessee hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Demised Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessee.

32. **ATTORNEYS' FEES.** If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

33. **CONSENT.** Lessor and Lessee covenant that whenever their consent or approval is required hereunder, they will not unreasonably withhold or delay such consent or approval.

34. **SUCCESSORS AND ASSIGNS.** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective

successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.


35. **SEVERABILITY; AUTHORITY.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership, or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

36. **AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSITUION.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507 or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy Lessee, and the Lessor shall have no recourse against the Academy Lessee or the University Board for implementing such site closure or reconstitution.


37. **CONTRACT WITH AUTHORIZER CONTROLS.** In the event that there is a conflict between the terms of this Lease and the Contract, the Contract shall control. In the event the Authorizer promulgates policies that conflict with the terms of this Lease, such policies shall control.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written.

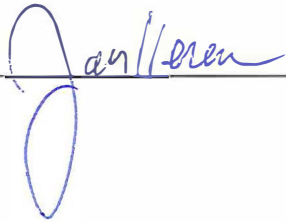
WITNESS OR ATTEST



LESSOR
COPPER ISLAND ACADEMY REAL ESTATE LLC

By: 
Mr. Andrew Moyle
Its: Manager

WITNESS OR ATTEST



LESSEE
COPPER ISLAND ACADEMY


By: 
Josh Lulus Ph.D.
Its: Board President

Exhibit A

Lot Nineteen (19) and Lot Twenty (20) of the Houghton County Airpark, Franklin Township, Houghton County, Michigan, according to the recorded plat thereof, said plat being recorded in Plat Cabinet 1, Folio Number 88-93, Houghton County Register of Deeds Records;

AND

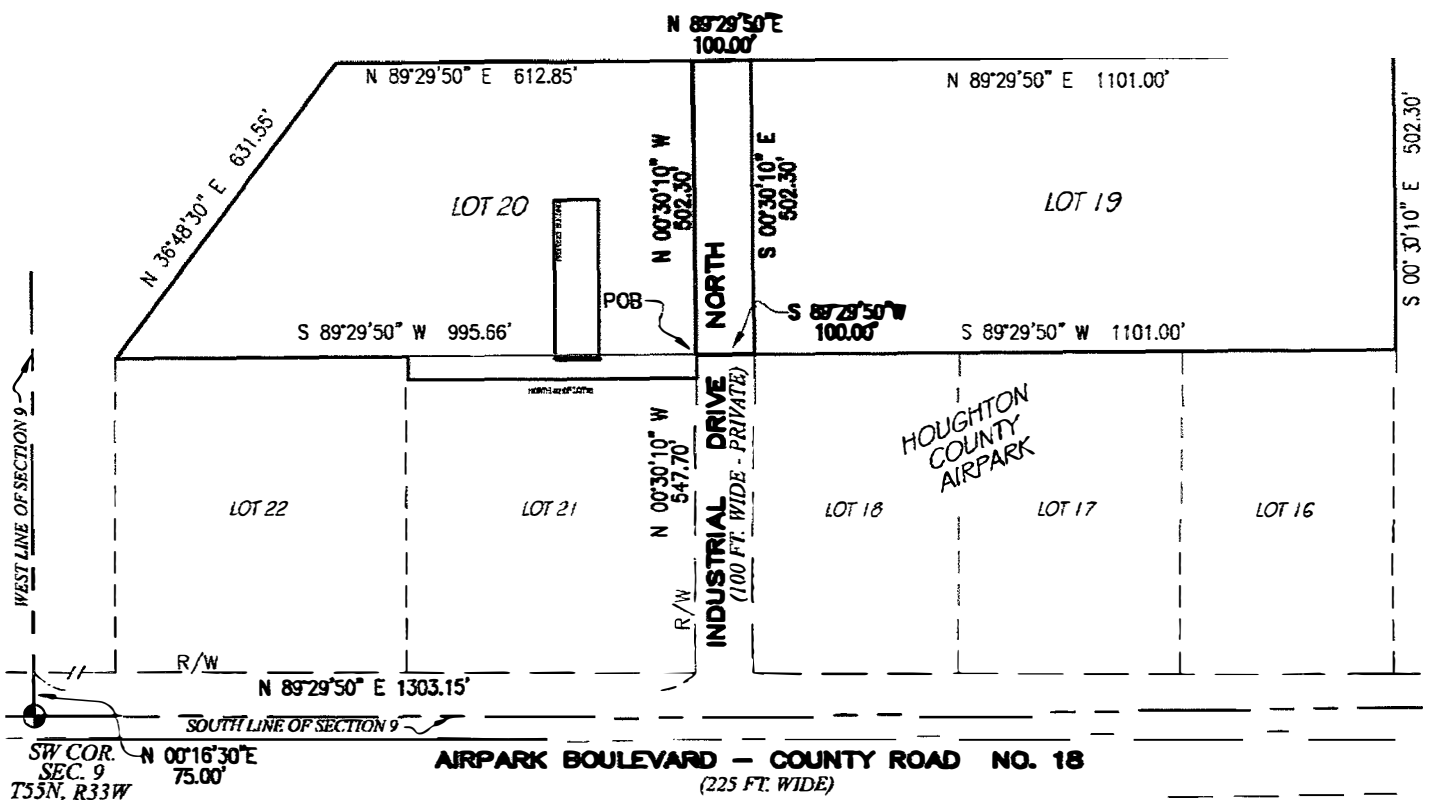
Part of Industrial Drive North (100 feet wide, Private Road), Houghton County Airpark, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan, more particularly described as:

Commencing at the Southwest corner of Section 9; thence along the West line of said Section, N 00°16'30" E, 75.00 feet; thence along the North right-of-way line of Airpark Boulevard (225 feet wide), N 89°29'50" E, 1303.15 feet; thence along the West right-of-way line of Industrial Drive North, N 00°30'10" W, 547.70 feet to the Southeast corner of Lot 20, Houghton County Airpark, and the POINT OF BEGINNING; thence continuing along the West right-of-way line of Industrial Drive North, N 00°30'10" W, 502.30 feet to the Northeast corner of said Lot 20; thence N 89°29'50" E, 100.00 feet to the Northwest corner of Lot 19, Houghton County Airpark; thence along the East right-of-way line of Industrial Drive North, S 00°30'10" E, 502.30 feet to the Southwest corner of said Lot 19; thence S 89°29'50" W, 100.00 feet to the POINT OF BEGINNING. Containing 1.15 Acres of land more or less.

AND

The North 40 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 0.46 Acres more or less.

Lots # 31-006-400-019-00 and #31-006-400-020-00

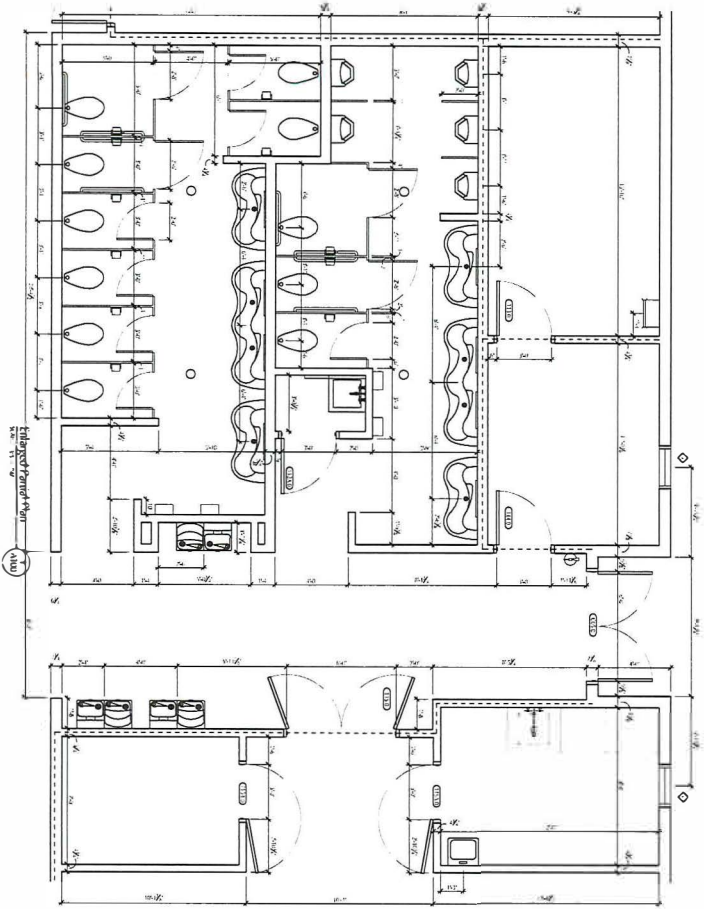
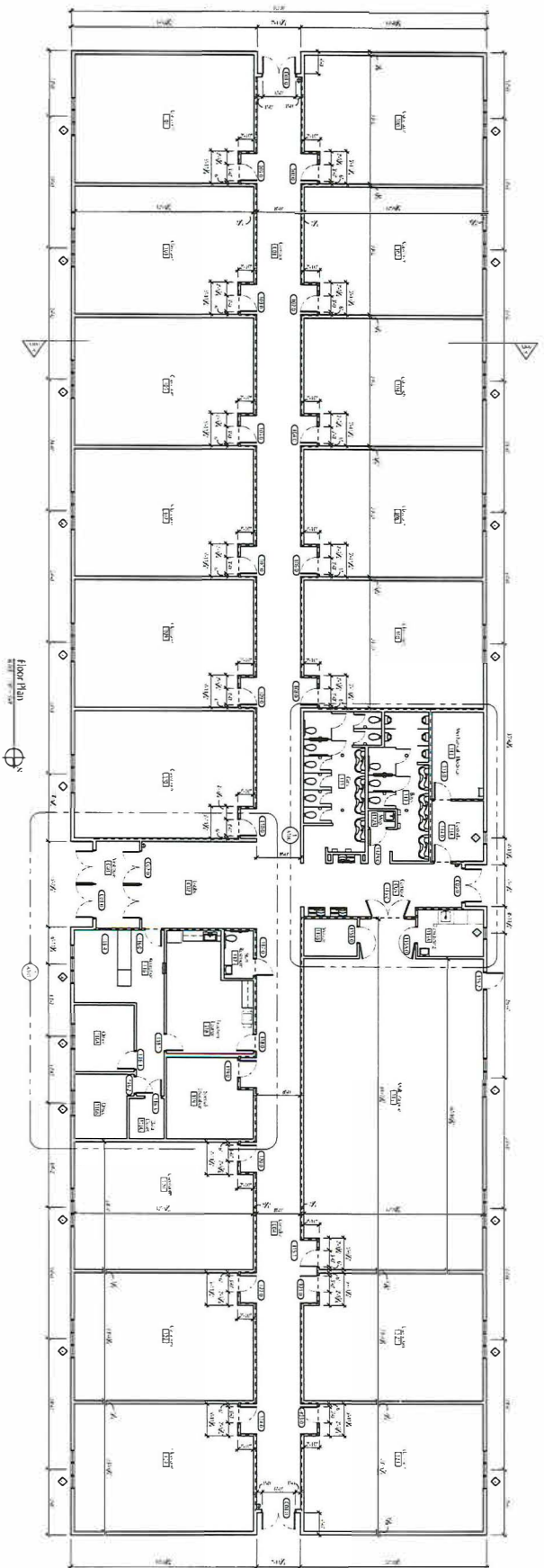


1 LAYOUT/OPTION #1
1"=100'

- NOTES:
1. PROPOSED SLAB ELEVATION = 1098.00'
2. PROPOSED CUT/FILL
2.1. CUT = 8361 CYD
2.2. FILL = 8283 CYD
2.3. NET = 78 CYD (CUT)

[illegible]

**Know what's below.
Call before you dig.**



Keynotes	General Notes
1. See Note 1	2. See Note 2

Moyle Construction
Copper Island Academy

Floor Plan
10/11/18
10/11/18
10/11/18

NORTHERN
DESIGN
WORKS
A100
PROJECT NO. 118

PRELIMINARY
Not for Construction

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E Houghton Ave, Houghton MI 49931

Phone: (906) 482-2260 Fax: (906) 482-7238

Todd LaRoux, Building Official

Harry Hermann, Electrical

Daniel Kilpela, Mechanical/Plumbing

Wayne Karvonen, Electrical

CERTIFICATE OF OCCUPANCY

Owner: Copper Island Academy Real Estate LLC Po Box 126 Calumet MI 49913	Contractor: Moyle 46702 Hwy M-26 Houghton MI 49931
--	--

Project Address: 52125 N Industrial Drive Hancock MI 49930	Property Number: 006-400-019-00 006-400-020-00	Township: Hancock
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Permits	Numbers	
Building	21-66-B	
Plumbing	21-290-P	
Mechanical	21-289-M	
Electrical	21-287-E	
Fire Suppression System	21-533-M	

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code

2017 National Electrical Code

2015 Michigan Plumbing Code

2015 Michigan Mechanical Code

Use and Occupancy	E Educational
Type of Construction	VB, V000
Design Occupant Load	740
Automatic Sprinkler Required	Yes

Remarks: _____



Todd LaRoux, Building Official
Reg: 005757

8-26-21

Date Certificate Issued

CONTRACT SCHEDULE 7

**REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY**

SCHEDULE 7
REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY

Required Information for a Public School Academy. This Schedule contains information required by the Code and the Contract. The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goal and Related Measures. The educational goal and related measures of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The Academy's criteria for the application and enrollment of students is set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy is set forth in Section h of this Schedule.

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

The People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools. All public schools are subject to the leadership and general supervision of the State Board of Education and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund. The Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies. The University Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy Board.

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Central Michigan University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of the Terms and Conditions of this Contract.

Pursuant to applicable law and the Terms and Conditions of this Contract, including Article III, Section 3.6, the Academy Board may employ or contract for personnel according to the position information outlined in Schedule 5. Before entering into an agreement with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy's progress toward the achievement of the educational goal, the Center also considers other factors. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

Educational Goal to be Achieved

Prepare students academically for success in college, work and life.

Measures to Assist In Determining Measurable Progress Toward Goal Achievement

To assist in determining whether the Academy is achieving measurable progress toward the achievement of this goal, the Center will annually assess the Academy's performance using the following measures.

Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years¹** in grades 3-8 will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current, spring, grade-level national norms ² on the NWEA Growth reading and math tests administered in the spring.	Distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%
In the event that performance against the standard falls below these required expectations, "measurable progress towards the achievement of this goal" will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing spring grade-level national norms over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The percentage of students categorized as proficient or advanced on the most recent state assessment will surpass the school's Composite Resident District (CRD) percentage.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	5.0%

¹ One or more years students (also called 1+ students) are students who are enrolled in the academy on or before count day and are still enrolled at the end of a given academic year.

² Grade level national norms are updated periodically by NWEA following comprehensive norming studies. The Center will use the most updated national norms published by NWEA and will inform the Academy when they are updated and how the updated norms may impact analysis and performance reporting.

Measure 2: Student Growth

The academic growth of all students in grades 3-8 at the Academy will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The median of student growth percentiles (MGP) reflecting fall-to-spring scaled score growth on the reading and math NWEA Growth tests.	MGP: Exceeds $\geq 65^{\text{th}}$ Meets $\geq 50^{\text{th}}$ Approaching $\geq 45^{\text{th}}$ Does not meet $< 45^{\text{th}}$	Reading: 50 Math: 50
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students making at least one year’s growth over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The mean student growth percentile reflecting growth on the two most recent state assessments will surpass the school’s Composite Resident District.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	5.0%

SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAMS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver and support the educational programs identified in this schedule.

Mission

Copper Island Academy prepares all students for college, work, and life success through the implementation of highly effective Finnish education practices while embracing traditional American ideals.

Vision

We will cultivate exceptional lifelong skills, knowledge, and attitudes among all learners.

Values

We value the strength of our collective community.

We promote many pathways to life success.

We prioritize the "basics" as a foundation for deeper learning.

We provide frequent periods of unstructured play.

We believe all students can achieve at high levels.

We develop informed, evaluative, and engaged citizens.

Educational Approaches

The following educational approaches are based upon the many successes of the Finnish education model to support the development of exceptional lifelong skills, knowledge and attitudes among all learners. These approaches form the basis of the Academy's educational program.

School-home-community partnerships

Collaboration and partnerships between and among the school, families and the community positively contribute to student success (American Institutes for Research, 2020; Sheldon & Epstein, 2002). Leading partnership researcher Joyce Epstein (1995) defines six partnership practices that contribute to student learning and development: parenting, communicating, volunteering, learning at home, decision-making and collaborating with the community. The Academy maintains strong partnerships with families by:

- Including parents as members of Student Success Teams
- Involving parents as volunteers in day-to-day school operations
- Seeking regular parent input and feedback
- Providing opportunities for parents to be involved in Studio and Career Awareness programming
- Maintaining open lines of communication with parents
- Involving parents in curriculum evaluation and staff hiring processes
- Holding monthly Parent Advisory Committee meetings

The Academy maintains strong partnerships with the community by:

- Establishing partnerships with local community organizations to support student learning and development

- Involving local community partners in Studio and Career Awareness programming
- Partnering with local organizations to bring elderly community members in for Studio activities and special events
- Engaging students in community events, such as the annual mid-winter festival, Heikinpäivä

Cooperative learning

Collaboration is an essential 21st century skill and was among the “soft skills” local employers deemed important for local education institutions (CCISD, 2018). Finland recognized the importance of student collaboration beginning in the 1990s and included cooperative learning as one of the main educational principles in the national curriculum and teacher education program (Sahlberg, 2018). According to Sahlberg, many teachers in Finland believe cooperative learning has played an essential role in Finnish schools’ success. The Academy prioritizes student collaboration and cooperative learning to support academic and personal growth.

Unstructured play

Play has been consistently proven to provide children with a number of cognitive, social, emotional and health benefits (Walker, 2017). The American Academy of Pediatrics (2018) stated, “Play is fundamentally important for learning 21st century skills, such as problem solving, collaboration, and creativity, which require the executive functioning skills that are critical for adult success” (p. 2). Yet, play is considered an increasingly endangered experience for children today (Sahlberg & Doyle, 2019).

Finnish elementary schools prioritize play through a 45/15 model of instructional time in which students receive a 15 minute break from learning after each 45 minute block of instruction. Walker (2017) asserts that frequent breaks are an effective strategy to maximize student learning. This approach has been shown to lead to greater productivity and creativity (Schwartz, 2014) and increased focus (Pellegrini, 2005). The Academy utilizes a schedule that promotes frequent periods of unstructured play.

Outdoor learning

Outdoor learning opportunities, likewise, are valued in Finland. Teachers frequently bring nature into the classroom and the classroom into nature (Walker, 2017). In addition, students engage in activities that enhance the nature spaces around them. The Academy encourages and supports outdoor learning activities to enhance educational programming.

Collective autonomy

Finland’s education policies are driven by the belief that teachers and teaching play the strongest role in improving student learning (Sahlberg, 2015). As a result, the goal within Finland’s education system has been to strengthen collective autonomy by providing teachers more independence while simultaneously investing in teamwork (Sahlberg, 2018). In the U.S., teachers are frequently frustrated by a lack of autonomy and creative freedom, contributing to the teacher shortages present throughout the country (Gates Foundation, 2012; Ingersoll & May, 2012). At the same time, teacher autonomy related to curriculum and assessment has been associated with increased student performance (OECD, 2011). Like Finland, the Academy promotes teacher voice and autonomy while simultaneously promoting professional collaboration and shared responsibility to enhance teaching and learning.

Teacher looping

Teacher looping is commonly practiced in Finnish primary schools and has been cited by Finnish teachers and students as being an essential component of their individualized approach to learning (Hepokoski, personal conversation, November 9, 2020). The Academy implements a two year loop within the elementary school, providing teachers an opportunity to further develop personal connections and a deeper awareness of students' strengths and needs.

Educational Priorities

Foundational skills

According to Walker (2017), many of Finland's primary methods of promoting mastery are not "cutting edge". In fact, traditional approaches that emphasize mastery of the essentials are often used in Finnish classrooms. Within Marzano Research Institute's proficiency scale framework, vocabulary terms, introductory concepts, and foundational skills serve as the key components of the foundational (2.0) level. Direct instruction is often needed to develop this foundational knowledge, after which, practicing/deepening and knowledge application lessons can occur (Marzano Research Institute, 2020).

To promote the development of the "basics", fundamental concepts, skills and processes -- such as phonics and phonemic awareness in reading and fact fluency in math -- are introduced in the early grades and solidified and extended in the upper grades. Direct instruction and frequent practice are used to develop foundational knowledge and skills.

Cultural awareness and identity

In Finland, participatory citizenship, cultural identity and internationalism serve as essential competencies within the national curriculum. Finnish leaders believe that schools play a central role in transferring the cultural heritage, values and aspirations from one generation to another (Sahlberg, 2012). Finnish remains the most prominent ancestry of local Copper Country residents (U.S. Census Bureau, 2000). Although not all students are expected to have Finnish ancestry, the Academy develops student knowledge of the history and culture of the local community by examining artifacts from the mining era, engaging in cultural activities within co-curricular classes, participating in annual events like Heikinpäivä and promoting opportunities for students to learn about the past from elders within the community.

Critical thinking

Critical thinking is an essential 21st century skill. Finnish students have outperformed U.S. students on critical thinking measures in recent years (Horn & Veermans, 2019). In addition, Finland was recently rated the European nation most resistant to fake news (Lessenski, 2019). To develop essential critical thinking skills, the Academy provides direct and indirect critical thinking instruction and teaches students to critically evaluate digital and print media.

Life skills

Finnish students engage in the compulsory "craft education" course from an early age, developing skills like sewing, knitting and woodworking. According to Pollanen & Urdzina-Deruma (2017), modern craft education emphasizes the use of many materials, co-creation and collaboration, and participatory learning. This model incorporates experiential work with problems and challenges to

create usable solutions (Jaatinen & Lindfors, 2018). The pedagogical innovation process is central to craft education experiences, providing students opportunities to design, manufacture and fabricate innovative solutions (Curedale, 2013; Finnish National Board of Education, 2014; Lepisto & Lindfors, 2015).

As an adaptation of the craft education model, the Academy provides students opportunities in a Studio program, which develops students' technical, textile, and culinary skills. These age-appropriate programs are designed to expand students' technical and life skills, while simultaneously building 21st century competencies by promoting student independence, collaboration, communication, and critical thinking. Studio experiences culminate in a student-developed school improvement project each year. Bendici (2019) asserts, "By presenting real-world challenges with direct personal connections, such as designing and building a school greenhouse, students learn how to plan, perform tasks and then evaluate their work" (p. 1).

Core Content Areas

Teacher autonomy and voice play a central role in the Finnish model of education and is valued in the Academy's model as well. As a result, teachers are encouraged to supplement the curriculum and adapt resources to best fit student needs. Curriculum adoption, development and refinement is an ongoing process. Teachers therefore receive designated professional development time each year to adapt and refine existing resources, map the resources to Marzano Proficiency Scales, and develop formative and summative assessments.

English Language Arts ("ELA")

ELA instruction utilizes a balanced approach, emphasizing reading, writing, speaking and listening. Reading instruction prioritizes foundational skill development in the early grades. The science of reading (Stewart, 2020), articulates that students must receive direct, systematic instruction in phonemic awareness, phonics, fluency, vocabulary and reading comprehension. Writing instruction focuses on writing to authentic audiences and for authentic tasks. Students write within the informative/explanatory, opinion/argument and narrative genres. Lessons focus on the writing craft and organizational structure inherent in these genres. Students receive opportunities to develop speaking and listening skills within whole class, small group and partner activities.

Mathematics

Mathematics instruction prioritizes conceptual understanding and procedural fluidity, providing students both a solid understanding of mathematics concepts and the fluency to efficiently apply mathematical procedures to increasingly complex tasks. The framework of "introducing, reinforcing, practicing, and extending" allows students many opportunities to develop a deep understanding of the content. In addition, games and activities enhance engagement while reinforcing concepts. Individualized learning is promoted through extra help, extra practice and extra challenge opportunities within each lesson. Students gain essential life skills through the addition of a financial literacy supplement. In addition, studio activities allow for authentic application of mathematical concepts, including measurement, data analysis and geometry.

Science

Hands-on investigations are critical to the study of science. Students conduct science as scientists

and engineers and work to investigate real-world phenomena. Students participate in a “Do, Talk, Read, Write, Visualize” process. This multimodal approach supports the development of deep understanding over time and has been found to positively impact reading comprehension, science vocabulary, science content knowledge and writing skills (The Lawrence Hall of Science, n.d.). In addition, literacy-rich activities support students’ conceptual understanding and literacy skills.

Social Studies

The Michigan Department of Education (2019) states, “The purpose of social studies is to promote the knowledge, skills, intellectual processes, and dispositions required of people to be actively engaged in fulfilling their responsibility of civic participation” (p. 3). Social studies instruction balances the development of disciplinary knowledge with processes and skills that allow students to contribute as responsible citizens. Modules utilize the College, Career, and Civic Life (“C3”) Framework—including compelling and supporting questions, disciplinary sources, claims and counter-claims, and communicating conclusions/taking informed action--and integrate Michigan’s Essential Instructional Practices in Early Literacy at the K-3 grade levels. Quality literature reinforces student understanding.

According to former Secretary of Education Arne Duncan, “Students today absolutely need a sense of citizenship, an understanding of their history and government, and a commitment to democratic values. They need to know their rights--and their responsibilities” (2011, p. 1). Civics curriculum supplements the core social studies curriculum to provide students an understanding of the foundations of American government and the democratic process.

Co-Curricular Areas

“More people of Finnish descent live in the northwest part of the Upper Peninsula than anywhere else in the world outside of Finland, according to U.S. census numbers. And their heritage isn't just some faded memory. It's a living presence that infuses the culture” (Carlisle, 2014). To promote student awareness of and appreciation for this cultural heritage, heritage-infused units integrate folk music, folk art and the Finnish language into co-curricular instruction. Physical education units incorporate traditional outdoor activities that were central to Finnish American life of the past and retain prominence in the Keweenaw today, including snowshoeing, skiing and skating.

Studio serves as an adaptation of Finland’s “craft education” model. This model was originally developed to prepare students with the skills necessary for daily life (Pollanen & Kroger, 2000), but today’s craft education emphasis has shifted in response to the shifting needs of society. Technical skill development continues; however, teachers now emphasize the use of many materials, co-creation and collaboration, and participatory learning (Pollanen & Urdzina-Deruma, 2017). Studio is designed to expand students’ technical and life skills, while simultaneously building 21st century competencies by promoting student independence, collaboration, communication and critical thinking. Studio also promotes opportunities for students to develop the knowledge and skills to make informed decisions about future education and career/life pathways. A four-step process for student development is used to enhance student goal-setting: 1) knowing yourself, 2) exploring opportunities, 3) making decisions and setting goals, and 4) achieving goals and making transitions. Career Exploration opportunities are embedded within

Studio experiences and provide students exposure to a variety of career possibilities within the local area.

Curriculum Flexibility

The Academy meets the needs of all learners through the use of a collaborative and preventive approach. The following strategies are utilized to meet the diverse needs of all learners.

Student success teams

Within the Finnish model of education, the school community works collaboratively to ensure the success of all students. Support, interventions and enrichments are provided early and often within the Finns' proactive approach. Student success teams include parents or caregivers, teachers, counselors, specialists, school administrators and any other school or community member who can provide support. The Academy implements this model to ensure a comparable level of support for all students. Student success teams meet bi-weekly to discuss student successes and needs and develop a collaborative approach to planning and coordinating interventions and enrichment. Teachers incorporate frequent formative assessment and periodic summative assessment measures to determine the academic and social-emotional wellbeing of all students. The teams use this data to support differentiated instruction and services to further meet student needs.

Inclusive education model

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program ("IEP") team and together the team will make decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act ("IDEIA") and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

1. The Academy is responsible for providing a free, appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA and reviewed on an annual basis or more frequently as determined by the IEP team.

Special education teachers promote inclusive education practices, with selective pullout and foundational supports as needed by students. To the extent possible, accommodations and modifications are provided to students within the classroom. Curricular supports include limited pullouts as necessary. Teacher looping helps ensure consistency and deep knowledge about the needs of individual students. Instructional, environmental and/or assessment modifications and accommodations are provided to students, depending on their needs and IEP requirements.

The Copper Country Intermediate School District (“CCISD”) provides shared services, funded by local millage, to local districts. Shared services within the areas of gifted and talented education and special education (including occupational therapy, physical therapy, speech therapy, school psychologist services and behavioral supports) are utilized to meet individual student needs.

Multi-tiered systems of support (“MTSS”) framework and Positive behavioral interventions and supports (“PBIS”) model

With support from the CCISD MTSS implementation team, school wide MTSS and PBIS will be developed.

Within the MTSS model, Tier 1 supports are available to all students. These generalized interventions are formally taught and practiced on a large scale and in a systematic and structural manner. Tier 1 supports include remedial strategies, classroom/behavior management strategies, smaller group instruction, flexible grouping, tiered assignments or lessons, curriculum adaptations, and more instructional time when needed.

Tier 2 supports are moderately intensive targeted supports that apply to small groups and individual students who do not respond to Tier 1 interventions. Student success teams initiate Tier 2 supports, which include pre-teaching and re-teaching concepts, peer tutoring, check-in and check-out processes, behavior contracts, social skill instruction, self-management plans and accelerated learning opportunities.

Tier 3 supports include intensive, individualized supports addressing specific behaviors for students who do not respond to Tier 1 or Tier 2 interventions. Student success teams initiate Tier 3 supports, which include Functional Behavior Analysis, intensive scales and assessments for special education eligibility, and accelerated learning opportunities.

A welcoming and nurturing learning environment is essential to supporting the well-being of all students. As a result, the Academy commits to fostering a caring, safe, and accepting environment. PBIS data guides disciplinary and academic decisions. Within the PBIS framework established by the PBIS committee, the Academy commits to:

- Teaching school-wide expectations
- Acknowledging appropriate behavior
- Correcting errors

English language development

English language learners’ (“ELL”) needs and approaches are individually evaluated and developed within the functional support team framework. ELL students develop oral language

proficiency within a safe, supportive and welcoming classroom environment. Instructional scaffolding and peer and volunteer support are utilized to support ELL students.

Assessments

Standardized testing is minimized in Finland; however, in-class assessment regularly drives instructional decisions (Sahlberg, 2015; Sahlberg, 2018; Walker, 2017). Teachers frequently assess student learning using both informal and formal methods. To best understand individual students' needs, teachers must make use of the frequent "small data" they collect (Lindstrom, 2016). This use of small data helps teachers ensure that they meet student needs in a timely manner, since larger assessments only occur periodically (Sahlberg, 2018). Marzano's proficiency scales support this approach to individualized learning by providing a framework of the essential content and skills a student needs to demonstrate mastery at a 2.0 (below target), 3.0 (at target), or 4.0 (above target level). The Academy maps classroom assessments to Marzano's proficiency scales to inform intervention and enrichment decisions.

As required by the Charter Contract, kindergarten, first and second grade students complete the Early Literacy and Mathematics Benchmark Assessments. Third through eighth grades complete the state assessment. In addition, Northwest Evaluation Association™ ("NWEA™") Measures of Academic Progress® ("MAP®") Growth™ assessments for ELA and mathematics are administered three times yearly in third through eighth grades.

MAP data are evaluated after each assessment period. Teachers, administrators, and support personnel evaluate student performance and growth by using the NWEA Similar Schools Report, evaluating results by effect size. In addition, the Insights Report is used to evaluate median student growth percentiles. Once available, state assessment results are used to evaluate student proficiency in all tested subject areas.

Assessment data is evaluated regularly to inform instruction and school improvement plans. Through classroom assessments, NWEA MAP assessments, and state assessments, teachers develop a comprehensive picture of student growth and individual needs. This data is used by the teacher and by functional support teams to develop plans directly targeting student needs.

Data evaluation processes are supported by CS Partners and the CCISD MTSS implementation support team. MTSS support team goals include:

- Providing high quality instruction and interventions matched to student needs.
- Monitoring progress frequently to make decisions about changes in instruction or goals.
- Using data to allocate resources to improve student learning.

With support from the two entities, teachers evaluate assessment results and take actionable steps to enhance student achievement.

Transition

Educational Development Plans ("EDP") are used in conjunction with Studio and Career Awareness activities to help students identify career development goals and academic pathways to meet those goals. At the Academy, an EDP is developed in the seventh grade with the students'

homeroom teacher. Once completed, middle school homeroom teachers facilitate ongoing maintenance and updates of the plan. The EDP contains:

- Personal information, including student name, date of birth, and grade level
- Career goals
- Education/training goals
- Assessment data from sources like career interest surveys, aptitude tests, student projects, and academic achievement
- Action plan(s), including high school course selections; projected completion date; desired degree, certificate, or other credential; and timeline for college application
- Parent endorsement

Program Evaluation

The Academy's leadership structure, calendar, teacher mentoring, professional development and intensive focus on student achievement, parent satisfaction, student perception and community involvement are ideal for monitoring and achieving the mission.

A leadership team meets frequently to discuss all aspects of the Academy's operation and whether it is meeting the needs of students and families. Leadership analyzes achievement data, attendance at parent teacher conferences and other school functions, retention and enrollment data, discipline data and parent comments to determine whether the Academy is delivering on the mission.

The Academy also uses Correlates of Effective Schools to evaluate success. The seven correlates overlap with the philosophies of the Academy and influence the practical running of the school. The correlates that are evaluated, and the data that is collected through collaborative planning, teacher evaluation and mentoring, and through surveys are:

Clear and focused mission

How often is the mission referenced when making decisions about initiatives, policy, curriculum and instruction?

High expectations

Perception Surveys: Do teachers believe they have the skills and knowledge necessary to ensure that nearly all students in the classes master the curriculum?

Self-Reporting: Were there students whose progress fell below expectations? What was the response? Were there students whose expectations exceeded expectations—how were the student and the student's family informed? Based on your knowledge thus far, are there students who are not likely to master the curriculum?

Instructional leadership

Perception Surveys: Do teachers feel that efforts to maintain the disciplinary climate of the Academy are reinforced by the principal? Do teachers see the principal or curriculum leader as a resource for solving instructional problems?

Self-Reporting: How many classroom observations longer than 10-minutes were conducted weekly/monthly? How much time did leadership spend examining student data? How many students were met with because of classroom disruptions?

Frequent monitoring of student success

Self-Reporting: Teachers use assessment data to give feedback and inform instruction. Analysis and discussion of assessment content and form are part of regular curricular reviews in collaborative planning.

Opportunity to learn/time on task

Perception Surveys: Is allocated time flexible enough to meet the needs of teachers and students? Is enhanced instruction regularly provided for low-achieving students?

Self-Reporting: What percent of students were performing at or above grade-level at the beginning of the year? How do teachers account for lack of background knowledge that may prevent access to learning?

Safe and orderly environment

Perception Surveys: Do teachers at the Academy genuinely care about students? Are students treated fairly and consistently? Is the Academy clean and a source of pride to all? Is discipline a problem at the Academy?

Home-school relationships

Perception Surveys: Do parents feel they have numerous opportunities to interact with the Academy? Are parents adequately notified about events, conferences and other opportunities in the Academy? Do parents have opportunities to work with the Academy to select and evaluate school activities?

Self-Reporting: How many parent complaints have occurred weekly/monthly? How many parent contacts were made by teachers or by administration?

SECTION D
CURRICULUM

CURRICULUM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.4, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

The Academy has adopted Great Minds® Wit & Wisdom™ English language arts for kindergarten through eighth grade, Foundations® ELA for kindergarten through third grade, Origo® Education Stepping Stones 2.0 math for kindergarten through fifth grade, Reveal Math® for sixth through eighth grade, Amplify Science for kindergarten through eighth grade, Oakland K-12 MC3 social studies for kindergarten through fifth grade, HMH Social Studies for sixth through eighth grade, Michigan Model for Health™ (“MI Model”), Exemplary Physical Education Curriculum™ (“EPEC™”) and Academy written studio curriculum. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- | | |
|----------------------|---|
| • Wit & Wisdom | https://digital.greatminds.org |
| • Foundations | https://www.wilsonlanguage.com/programs/foundations/ |
| • Origo Math | https://www.origoeducation.com/ss2-0/ |
| • Reveal Math | https://www.mheducation.com/prek-12/program |
| • Amplify Science | https://amplify.com/programs/amplify-science/ |
| • Oakland K-12 MC3 | https://oaklandk12-public.rubiconatlas.org/Atlas/Browse/ |
| • HMH Social Studies | https://www.hmhco.com/programs/hmh-social-studies |
| • MI Model | https://www.michiganmodelforhealth.org/ |
| • EPEC | https://michiganfitness.org/activity/epec/ |

Elementary

The following subjects/courses are offered at the Academy.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Physical Science							X		
Life Science								X	
Earth and Space Science									X
Social Studies	X	X	X	X	X	X	X	X	X
World Geography							X		
World Civilizations								X	
U.S. History									X
Health	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X
Studio	X	X	X	X	X	X	X	X	X

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in the Public School Academy Chartering Policies adopted by the University Board, as applicable, in accordance with the requirements detailed in the Master Calendar annually issued by the Center.

The Academy shall authorize the Center to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to Be Administered:

Assessments as identified in Schedule 7b of this Contract and all state-mandated assessments.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Sections 6.6 and 6.16, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 400 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Code provides that public school academies shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a Michigan school district and may give enrollment priority as provided below.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan school district.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
 1. Each public school that enters into the matriculation agreement remains a separate and independent public school.
 2. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.
 3. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

- A child, including an adopted child or legal ward, of a person who is employed by or at the Academy or who is on the Academy Board.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school pursuant to section 504(4) of the Code.
- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Center for review.
- Any matriculation agreement entered into by the Academy shall be added to this Schedule 7f through a contract amendment approved in accordance with Article IX in the Terms and Conditions of this Contract.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the Center.

Legal Notice or Advertisement

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement shall be forwarded to the Center.
- At a minimum, the legal notice or advertisement must include:
 1. The process and/or location(s) for requesting and submitting applications.
 2. The beginning date and the ending date of the application period.
 3. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 1. The number of students who have re-enrolled per grade or grouping level.
 2. The number of siblings seeking admission for the upcoming academic year per grade.
 3. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 4. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Center of both the application period and the date of the random selection drawing, if needed. The Center may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this Schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284, and, if applicable, 1284a and 1284b, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the Center in accordance with the Master Calendar.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to the Center prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this Schedule.

The Academy will enroll students in kindergarten through eighth grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached the age of 5 by the dates outlined in the Code.

CONTRACT SCHEDULE 8

**INFORMATION AVAILABLE TO
THE PUBLIC AND THE CENTER**

INFORMATION AVAILABLE TO THE PUBLIC AND THE CENTER

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.9, the Academy shall comply with this Schedule.

Information Available to the Public and the Center

The Code provides that the board of directors of a public school academy shall make information concerning its operation and management available to the public and to the Center in the same manner as is required by state law for school districts.

The Code provides that the board of directors of a public school academy shall collect, maintain, and make available to the public and the Center, in accordance with Applicable Law and the Contract, at least all of the following information concerning the operation and management of the Academy:

1. A copy of the Academy's Charter Contract.
2. A list of currently serving members of the Academy Board, including name, address, and term of office.
3. Copies of policies approved by the Academy Board.
4. The Academy Board meeting agendas and minutes.
5. The budget approved by the Academy Board and of any amendments to the budget.
6. Copies of bills paid for amounts of \$10,000.00 or more, as submitted to the Academy Board.
7. Quarterly financial reports submitted to the Center.
8. A current list of teachers and administrators working at the Academy that includes individual salaries as submitted to the Registry of Educational Personnel.
9. Copies of the teaching or administrator's certificates or permits of current teaching and administrative staff.
10. Evidence of compliance with the criminal background and records checks and unprofessional conduct check required under sections 1230, 1230a, and 1230b of the Code for all teachers and administrators working at the Academy.
11. Curriculum documents and materials given to the Center.
12. Proof of insurance as required by the Contract.
13. Copies of facility leases or deeds, or both.
14. Copies of any equipment leases.
15. Copies of any management contracts or services contracts approved by the Academy Board.
16. All health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspection, boiler inspection, and food service.
17. Annual financial audits and any management letters issued as part of the Academy's annual financial audit, required under Article VI, Section 6.11 of the Terms and Conditions of this Contract.
18. Any other information specifically required under the Code.

Information to be Provided by the Academy's Educational Service Provider (if any)

Pursuant to the Terms and Conditions of this Contract, including Article III, Section 3.6, the University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. Any Educational Service Provider Management Agreement entered into by the Academy must contain a provision requiring the Educational Service Provider to provide to the Academy Board information concerning the operation and management of the Academy (including without limitation, but not limited to, the items identified above and annually the information that a school district is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 388.1618) available to the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.9(a) of the Terms and Conditions of Contract.

AMENDMENT NO. 1

to the
April 26, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

COPPER ISLAND ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 1

COPPER ISLAND ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated April 26, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to COPPER ISLAND ACADEMY (the “Academy”), the parties agree to amend the Contract as follows:

- 1.) Amend Schedule 7, Section c: Educational Programs, by incorporating into this Section a virtual component, limited to the 2021-2022 school year, that complies with Applicable Law, University Board requirements, and pupil membership requirements set forth in the Michigan Department of Education Pupil Accounting Manual.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of the Academy’s first day of school for the 2021-2022 school year.



Dated: 10/07/2021

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Josh Loukus (Oct 5, 2021 10:33 EDT)

Dated: Oct 5, 2021

By: Josh Loukus, Board President
Copper Island Academy
Designee of the Academy Board

AMENDMENT NO. 2

to the
April 26, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

COPPER ISLAND ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 2

COPPER ISLAND ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated April 26, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to COPPER ISLAND ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 6: Physical Plant Description, by replacing the materials contained therein with the materials attached as Tab 1.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of November 4, 2022.



Dated: 11/21/2022

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board

Josh Loukus

Dated: 11/16/22

By: Josh Loukus, Board President
Copper Island Academy
Designee of the Academy Board

Signature: 
Josh Loukus (Nov 16, 2022 16:03 EST)

Email: josh@relinc.net

Copper Island Academy
Contract Amendment No. 2

Tab 1

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs’ Bureau of Construction Codes.

Physical Plant Description 6-1

Site Plan 6-3

Floor Plans 6-4

First Amendment to Lease 6-6

Lease Agreement 6-9

Certificates of Occupancy 6-32

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See MCL 380.502(3)(i) and 380.503(6)(f);

2. The address and a description of the site and physical plant (the “Site”) of Copper Island Academy (the "Academy") is as follows:

Address: 52125 Industrial Dr. N
Calumet, MI 49913

Description: The Academy is located on a 22 acre site within the Houghton County Memorial Airport Industrial Airpark in Franklin Township. Mature hardwoods and wetlands surround the build site. The one-story facility at this Site is approximately 27,521 feet. The building includes 22 classrooms, one special education classroom, two handicap accessible multi-station restrooms, two individual restrooms, a multipurpose room, a dishwashing room, a mechanical and electrical room, a custodial closet, a data closet, a reception area, a teachers’ lounge, and two office spaces.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Hancock Public Schools
ISD: Copper Country

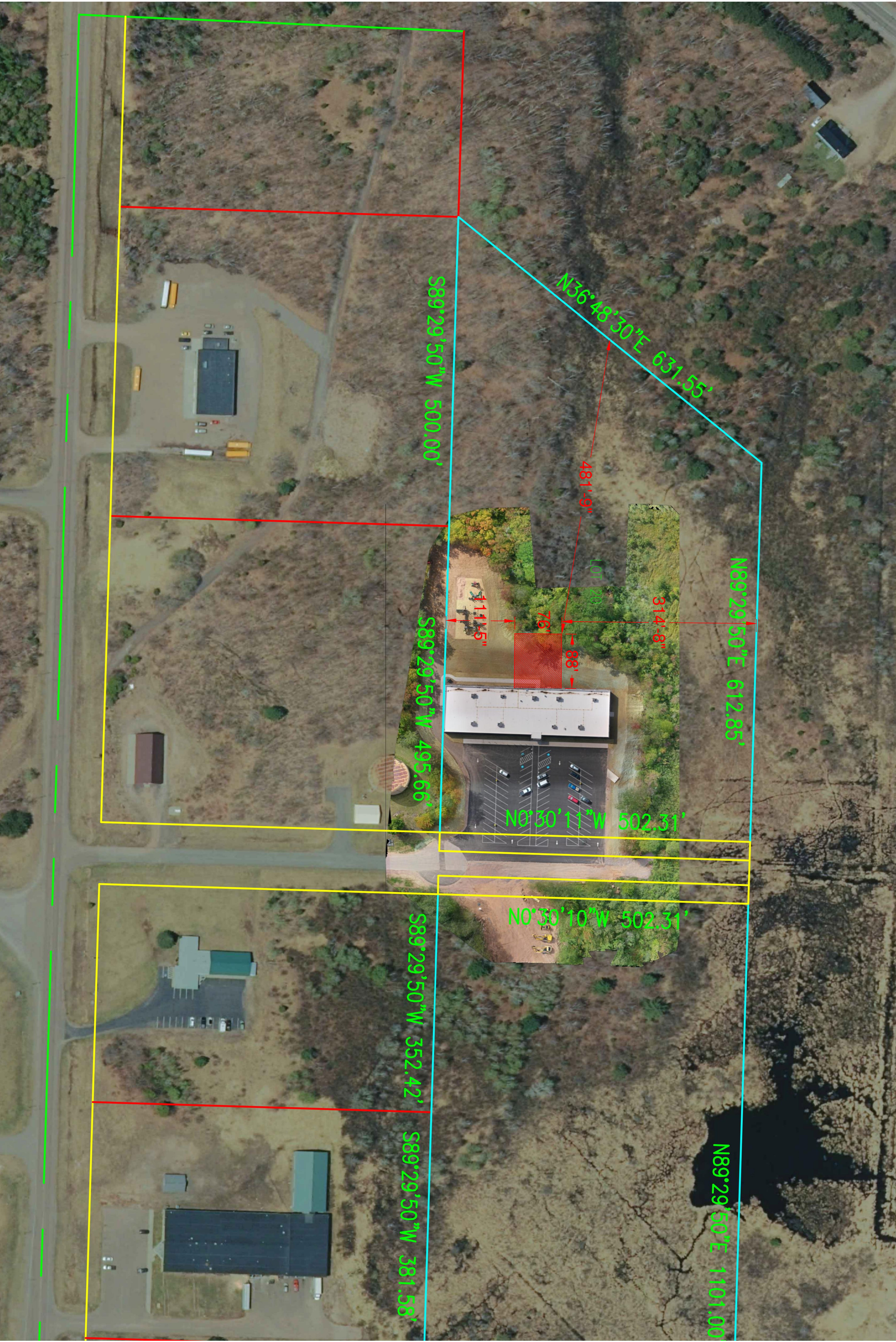
3. It is acknowledged and agreed that the information identified below, about this Site, is provided on the following pages, or must be provided to the satisfaction of the University Board or its designee, before the Academy may operate as a public school in this state.

- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the University Board or its designee.

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University Board or its designee, and the amendment regarding the new site has been executed.

6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.





1. Light lines indicate existing work to remain. Dark lines indicate new work.
2. Field verify all dimensions and clearances before beginning construction.

1. Light lines indicate existing work to remain. Dark lines indicate new work.
2. Field verify all dimensions and clearances before beginning construction.

ISSUED FOR: Client Review
Construction
3-16-2022
6-8-2022

**NORTHERN
DESIGN
WORKS**

A001

PROJECT NO. 2214

420 RAIL STREET • NEEGAUNEE, MI 49666 906-475-6616
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First Amendment to Lease

This First Amendment ("Amendment") to the Lease is made and entered into effective as of the 28th day of September 2022 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913, containing approximately 21,000 square feet of building space, site improvements and associated real estate (the "Existing Premises"); and

WHEREAS, LESSOR and LESSEE desire to expand the Existing Premises to include approximately 6,688 rentable square feet of space (the "Expansion Premises"); and

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to incorporate the following into the Lease into only the relevant sections:

1. EXPANSION PREMISES Shall be Demised Premises: From and after the expansion Commencement Date (as defined below), the Existing Premises shall be deemed to include the Expansion Premises for all purposes and the term, "Demised Premises" as used in the Lease and herein shall thereafter be deemed to mean the Existing Premises and the Expansion Premises containing a total of 27,688 rentable square feet.
2. EXPANSION COMMENCEMENT DATE: The "Expansion Commencement Date" shall be the date the Expansion Premises is turned over to LESSEE which shall be no later than November 1st.
3. RENT FOR DEMISED PREMISES: Commencing on the 1st of the month following the Expansion Commencement Date and continuing through the date Lessee quits the premises in the manner described in the Lease, LESSEE shall pay Rent for the Demised Premises as set forth in the Table below. The parties agree that Lessee is on Payment number 15 as of the Expansion Rent Commencement Date.

	Annual Rent	Monthly Rent
Payments TBD -20:	\$331,500.00	\$27,625.00
Payments 21-24:	\$331,500.00	\$35,216.00
Payments 25-60:	\$449,592.00	\$37,466.00
Years 6-10	\$449,592.00	\$37,466.00

Years 11-20	\$494,556.00	\$41,213.00

All options to renew for a Renewal Lease Period as described in Section 2 existing in the Lease remain, the rental structure, including increases effective with the exercise of each Renewal Option, from Section 3, is now replaced by schedule above. All other portions of Section 3 remain the same.

4. **PURCHASE OPTION.** Paragraph 4 of the Lease, Purchase Option, shall be modified as to the calculation of purchase price as follows:

Balance of Lessor's debt on real estate (debt) + any money owed to Lessor (rent or advances made by Lessor) + \$1,057,640 (cash equity) + \$525,000 (fixed appreciation amount), but in no event shall the price to purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the Lessee or Lessee shall be designated by the appraiser as able to fully rely upon such appraisal.

5. **NO FURTHER MODIFICATION:** Except as hereby amended, the Lease shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.
6. **DEFINITIONS:** Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
7. **AUTHORITY:** LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
8. **EXECUTION:** The parties agree that this Amendment may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall constitute a binding amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the date set forth above.

LESSOR:

Copper Island Real Estate, LLC


By: Andy Moyle

Its: Manager

LESSEE:

Copper Island Academy

josh loukus

By: Josh Loukus

Its: Board President

Signature: 
josh loukus (Nov 8, 2022 16:15 EST)

Email: josh@relinc.net

LEASE AGREEMENT

-between-

**COPPER ISLAND ACADEMY, a Michigan
Public School Academy**

-and-

**COPPER ISLAND REAL ESTATE, LLC a
Michigan limited liability company**

September 14, 2021 through June 30, 2026

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EXHIBITS

- A. Legal Description, Site Plan, Floorplan
- B. Non-Disturbance Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the “Agreement”) is executed in two (2) duplicate originals and made as of the 14th day of September 2021 (the “Effective Date”); by and between **Copper Island Academy Real Estate, LLC, PO Box 414, Houghton, Michigan 49931** (hereinafter “Lessor”) and/or assigns, and **Copper Island Academy, PO Box 126, 52125 Industrial Drive North, Calumet, MI 49913**. (hereinafter “Lessee”).

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

Lessee is a Michigan public school academy and nonprofit corporation operating under a Contract to Charter a Public School Academy and related documents, issued by the Board of Trustees of Central Michigan University (the “Authorizer”) with an effective date of April 26, 2021 (the “Contract”).

WITNESSETH

1. **DEMISED PREMISES.** Lessor, in consideration of the covenants and agreements hereinafter contained, does hereby demise and lease to Lessee approximately 21,000 square feet of building space, site improvements and associated real estate (hereinafter the “Demised Premises”). The Demised Premises is located in Franklin Township, in Houghton County, Michigan, with an address of 52125 Industrial Drive North, Calumet, Michigan 49913. A site plan, survey, and floorplan are attached as Exhibit A.
2. **TERM.** This lease shall be for a period of 4 (four) years and 9 (nine) months, commencing on the Effective Date, September 14, 2021 (the “Lease Period”) and ending June 30, 2026. Lessee shall have the right to renew this lease for 3 (three) additional 5 (five) year periods (each a “Renewal Lease Period”). The option to extend this Lease may be exercised by the Lessee by providing written or other notice to Landlord no later than 60 (sixty) days prior to expiration.

3. **RENT.** Lessee shall pay to the Lessor as rent for the Demised Premises a fixed annual rent (hereinafter the “Rent”) as follows:

<i>Payments 1-20</i>	<i>\$232,500 annually, payable in 12 equal advance monthly payments of \$19,375.00</i>
<i>Payment 21-60</i>	<i>\$323,592 annually, payable in 12 equal advance monthly payments of \$26,966.00</i>
<i>Years 6-10</i>	<i>\$323,592 annually, payable in 12 equal advance monthly payments of \$26,966.00</i>
<i>Years 11-20</i>	<i>\$355,956 annually, payable in 12 equal advance monthly payments of \$29,663.00</i>

Rent, and the obligation to pay rent, shall commence on the date which the Lessee receives its’ initial State Aid funds, a Certificate of Occupancy, or October 1st, whichever is later (the “Rent Commencement Date”). Should the Rent Commencement Date be any date other than the 1st of the month, the amount of rent due shall be pro-rated based on the actual number of days in the month from the Rent Commencement Date to the end of the month) and on the first of each month thereafter.

4. **Purchase Option.** At any time throughout the term of the Lease or any extensions or renewals thereof, so long as the Lessee is in good standing and not in default of the Lease, Lessee may purchase the Demised Premises subject to this lease upon 120 days written notice. The price at the time shall be calculated as follows:

Balance of Lessor’s debt on real estate (debt) + Any money owed to Lessor (rent or advances made by Lessor) + \$750,000 (cash equity) + \$375,000 (fixed appreciation amount), but in no event shall the price to purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the Lessee or Lessee shall be designated by the appraiser as able to fully rely upon such appraisal.

5. **LATE FEES.** If Lessee fails to pay any amounts owed to Lessor within seven (7) days of the due date for such payments, a charge of 5% of the amount due will be applied to and

immediately due the Lessor. In addition, the interest on past due amounts will accrue at the rate of 1.5% per month (18% per annum), or the maximum rate allowed by the law, whichever is less.

6. **HOLDOVER.** Following the expiration of the Lease or any renewals thereof, if the Lessee continues to occupy the space without a valid term lease, the monthly rental rate shall be One-Hundred-Twenty-Five Percent (125%) of the monthly rate of the previous term and shall be terminated by either Lessor or Lessee with 30 days written notice.

7. **USE OF PREMISES.** Lessor agrees that the Demised Premises may be used for any lawful purpose. It is expressly agreed that nothing contained in this Lease Agreement shall be construed to contain a covenant either express or implied, by Lessor that the Demised Premises are suitable for the operation of any business.

8. **COMPLIANCE WITH LAWS.** Upon the commencement of the Lease Period the Lessor is responsible for ensuring that the Demised Premises is in compliance with all current public school fire and safety codes, the requirements of the Michigan Department of Licensing and Regulatory Affairs ("LARA"), and the approval of the State Fire Marshall for occupancy by students and staff, and must be in compliance with all applicable local, State and federal laws, rules, regulations and ordinances including, without limitation, all zoning ordinances, laws, rules regulations and ordinances pertaining to school building construction, being the Michigan Revised School Code, MCL 380.1 *et seq.*, the School Building Construction Code Act, MCL 388.851 *et seq.*, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501 *et seq.*, and the Michigan Building Code (collectively the "Construction Acts"), and must be issued a Final Certificate of Occupancy, if required by the Construction Acts. If Required, Lessor shall submit all appropriate applications to LARA, as well as any local municipalities, as required by the

Construction Acts, with Lessee's cooperation but at no cost to the Lessee, and receive all appropriate approvals prior to commencing any build out required hereunder.

Lessee agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Demised Premises and the cleanliness, safety, occupation, and use of same, including without limitation the American with Disabilities Act of 1990 42U.S.C 12101-12213 (1991), as amended. Lessee also agrees to observe all reasonable regulations and requirements of insurance underwriters concerning the use and condition of the Demised Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material, or products to accumulate on the Demised Premises. Lessee shall not do or permit anything to be done in or about the Demised Premises that will in any way use or allow the Demised Premises to be used for any improper, immoral, or unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance in, on, or about the Demised Premises.

9. **TAXES.** Lessee agrees to pay all real estate taxes, special assessments, and any other taxes assessed against the Demised Premises during the Lease Period or any extension hereof. Such payments shall be paid directly to the appropriate taxing authority.

10. **UTILITIES AND WASTE DISPOSAL.** Lessee agrees to pay for all utilities used upon or within the Demised Premises, including but not limited to electricity, gas, data, water and sewer. Lessee shall provide for the regular removal of all trash, rubbish and garbage from the Demised Premises.

11. **SECURITY.** Lessee agrees to provide any and all security necessary and appropriate for its use of the Demised Premises during the term of this Agreement, or any extensions hereof.

Lessor agrees to maintain all security measures implemented by Lessee during its use of the Demised Premises.

12. **MAINTENANCE BY LESSEE.** Lessee shall maintain in good condition and repair the Demised Premises, ordinary wear and tear and the effects of time excepted and shall repair any damage caused by any act of negligence of Lessee, its contractors, licensees, agents or employees. On the Rent Commencement Date, Lessor agrees to assign or cause its contractors to assign to Lessee all contractors' or subcontractors' guarantees or warranties which relate to any construction work concerning which Lessee shall have the obligation to make repairs upon and after the Effective Date. At the expiration of this Agreement or any renewal hereof, Lessee agrees to surrender promptly the Demised Premises to Lessor in the improved condition leaving tenant improvements paid for by the Lessee that have become permanently affixed to the Demised Premises and which cannot be removed in a workmanlike fashion that does not mar the premises beyond ordinary wear and tear permitted herein installed, ordinary wear and tear, effects of time and destruction by fire, the elements or other unavoidable casualties excepted. Lessee shall maintain in good condition and repair the exterior lighting, driveways, sidewalks parking areas, all exterior and interior utility service pipes and lines, HVAC, fire protection system, electrical and mechanical systems. Lessee shall be financially responsible for maintenance of the lawn and landscaping, and snow and ice removal of the Demised Premises.

13. **MAINTENANCE BY LESSOR.** All maintenance of interior and exterior of the Demised Premises shall be the responsibility of the Lessee as outlined in section 12 above.

14. **EQUIPMENT, FIXTURES, AND SIGNS.** Lessee shall have the right to erect, install, maintain and operate on the Demised Premises such equipment, fixtures and signs as Lessee may

deem advisable, subject to local ordinances. Any and all fixtures, equipment and goods installed by Lessee, shall be and remain the property of Lessee, and Lessee may, at any time, remove any and all fixtures, equipment and goods installed by it in, on or about the Demised Premises provided, that Lessee shall promptly repair any damage or injury to the Demised Premises caused by such removal.

15. **COVENANT OF TITLE AND QUIET ENJOYMENT.** Lessor represents and warrants that Lessor owns the Demised Premises, access and parking areas being a part thereof, in fee simple absolute, free and clear of all encumbrances, except (i) such mortgages or deed of trust that Lessor may place on the Demised Premises for the purpose of financing the acquisition thereof and (ii) such encumbrances that do not interfere with Lessee's rights under this Agreement or Lessee's use of the Demised Premises that the real property constituting the Demised Premises contains no hazardous wastes, toxic materials, asbestos or environmental pollutants. The person(s) executing this Agreement on behalf of Lessor represent and warrant that they are the only person(s) required to execute this Agreement in order to bind Lessor and that Lessor has the full right and lawful authority to enter into this Agreement for the Lease Period; and that, if Lessee is not in default herein, Lessee's quiet and peaceable enjoyment of the Demised Premises during the term of this Agreement or any extensions hereof shall not be disturbed or interfered with by anyone and Lessee shall enjoy all of the rights herein granted without any hindrance, molestation or interference by any person and Lessor shall indemnify and hold Lessee harmless from and against any claim, action, losses, costs, expenses, liabilities and judgments arising in connection with the breach of any of the foregoing representations and warranties. Not later than the Effective Date, Lessor's mortgagor shall provide Lessee with a nondisturbance agreement to protect Lessee's quiet enjoyment of the Demised Premises in the form of Exhibit B.

16. INSURANCE.

A. **Lessee's Obligations:** In addition to any insurance that Lessee's Contract may require, Lessee shall procure and pay the premium for liability insurance in the amount of Two Million Dollars (\$2,000,000.00) with respect to any one occurrence for bodily injury and property damage to protect Lessee and Lessor against liability for such injury to persons and such damage upon and within the Demised Premises. In addition, Lessee agrees to carry Special Perils insurance on the Demised Premises for an amount providing coverage for the full replacement cost of the Demised Premises. The full replacement cost must be reviewed and the number verified by the Lessor on an annualized basis. Said insurance policy shall provide that it shall not be cancelled except on thirty (30) days prior written notice to Lessor. In the event of either partial or total destruction of the Demised Premises, as defined in Section 22 below, Lessee shall assign the proceeds of said insurance policy to Lessor who shall use the proceeds pursuant to Section 21 below.

17. LESSEE'S WARRANTIES AND INDEMNIFICATION. To the extent permitted by law, the Lessee agrees to indemnify, defend and hold harmless Lessor, its present and future officers and directors, employees and agents, from and against any and all demands, claims, lawsuits, causes of action, liabilities, penalties, fines, forfeitures and costs and all expenses incidental thereto (including, but not limited to, actual attorney fees), which any or all of the foregoing may hereafter suffer, incur, be responsible for or pay as a result of bodily injuries (including death) to any person, damage to any property, contamination or adverse environmental affects arising, wholly or in part, directly or indirectly, from any alleged act, omission, negligence, or any alleged violation of statute, ordinance or order, rule or regulation of any governmental entity or agency by Lessee or Lessee's contractors, concessionaires, licensees, agents, servants, invitees,

or employees, excluding only such injury, damage, loss or expense finally determined to have resulted solely from the active negligence of Lessor.

The LESSEE shall not permit any mechanic's lien or other lien to attach to any portion of the Demised Premises.

18. ALTERATIONS AND USE OF PREMISES. The Lessee shall make no alterations or structural changes to the demised Premises or any improvements thereon without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

In the event the Lessee shall make any improvements upon the demised Premises or any alteration thereto during the term of this Lease, with the prior written consent of the Lessor, it shall be stipulated in writing by the Lessor and Lessee, at the time approval for such improvement or alteration is granted, whether or not such improvement or alteration shall be the property of the Lessor or Lessee at the termination of the Agreement. In the absence of such written stipulation, all alterations, and improvements, shall, at the election of Lessor, become sole property of Lessor without any compensation to Lessee. All alterations and improvements that are the property of the Lessee, upon the termination of this Lease, shall be removed by the Lessee no later than the termination of this Lease and any damage or defacement to the demised Premises caused by such removal shall be restored by the Lessee. Any such improvements or alterations not so removed by the Lessee, no later than the termination of this Agreement, may be removed by the Lessor after the termination of this Agreement. All costs and expenses incurred by the Lessor in connection with the costs of removing from the demised Premises any property of the Lessee left therein that do not constitute alterations or improvements retained by Lessor hereunder, together with liquidated damages in an amount equal to the amount of rent plus all other charges which would have been payable by the Lessee under this Lease if the term of this Lease had been extended for

the period of time reasonably required for the Lessor to repair or restore the demised Premises to the condition called for therein, shall be invoiced to the Lessee and shall be payable as additional rent within ten (10) days after Lessee's receipt of the invoice.

The Lessee shall have the right to use the exterior fascia of the demised Premises, at locations approved in writing by the Lessor, for the purpose of erecting or attaching thereto a sign or signs approved by the Lessor for advertising the Lessee's business, provided that such sign or signs shall not injure the buildings and that any such sign or signs shall be in conformity with any applicable governmental authority. Upon termination of this Lease or the removal of such sign or signs, any defacement or damage to the buildings or grounds of the demised Premises shall be repaired promptly by the Lessee. Upon the termination of this Agreement, the Lessee shall promptly remove any signs upon any of the buildings or grounds of the Demised Premises and restore the place such sign or signs occupied to the condition that existed as of the inception date of this Agreement.

19. **DAMAGE TO DEMISED PREMISES AND EMINENT DOMAIN.** In the event of the destruction of more than fifty (50%) percent of the Demised Premises or such substantial damage or destruction which prevents Lessee from conducting its business in its normal and customary manner as reasonably determined by Lessee or as will cause the entire demised Premises to be unfit for the aforesaid use by fire or otherwise, at the Lessor's option, this Lease may be terminated and the rights of all parties hereunder shall cease, except such rights and liabilities as have accrued to the time of such destruction. In the event of destruction of more than fifty (50%) percent of the Demised Premises, the Lessor may elect to rebuild and repair the damage and this Lease shall be extended for such period of time. In the event of partial destruction of the Demised Premises by fire or otherwise, said partial destruction not rendering the same unfit for

the use aforesaid, the Lessor shall rebuild and repair the damage within ninety (90) days after the occurrence of such casualty and the rent shall abate for that portion of the Demised Premises rendered untenable. Such abatement in the rent shall continue only for such period of time as the Premises, or a portion thereof, are rendered untenable.

In the event a part of the Demised Premises be taken by reason of the exercise of the right to eminent domain or be conveyed in settlement of threatened eminent domain proceedings (both of which are hereafter referred to as a taking), there shall be an equitable abatement of the rental provided herein. Said equitable abatement shall be computed upon the ratio of the square footage of the Demised Premises immediately before and immediately after the taking. If all or so much of the Demised Premises be taken so that the remainder is insufficient for the conduct of the Lessee's business, then this Lease and the terms hereof shall expire and cease upon thirty (30) days of the date of delivery of possession of the Demised Premises, or portion thereof so taken, to the condemning authority. Upon such termination, all rents and other charges shall be prorated as of the date of termination. The Lessor shall receive all sums as a result of such taking, except those sums specifically attributable to and designated for business damage, if any, which sums shall be received by the Lessee. (Any sums should be distributed in accordance with Michigan law.)

20. **CONDEMNATION.** If the whole of the Demised Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Agreement or any extension hereof, Lessee reserves the right to prosecute its claim for an award based on its leasehold interest for such taking without impairing the rights of Lessor.

21. **MUTUAL WAIVER OF SUBROGATION.** Lessor and Lessee each hereby releases the other and its respective employees, agents and every person claiming by, through or under either of them from any and all liability or responsibility (to them or anyone claiming by, through or

under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit of either party, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents.

22. **FIRE CLAUSE.** The term “Total Destruction” of the Demised Premises as used in this section is defined as damage to or destruction of the Demised Premises by fire or other causes covered by the extended coverage referred to in Paragraph 11 to the extent that the cost of repair or reconstruction will exceed fifty percent (50%) of the cost of rebuilding or reconstructing the Demised Premises at the time of such disaster. The term “Partial Destruction” of the Demised Premises as used in this section is defined as such damage to the extent that the cost of repair or reconstruction will be less than fifty percent (50%) of the cost of rebuilding or reconstructing the Demised Premises at the time of such disaster.

A. In the event of Total Destruction of the Demised Premises during the first five (5) years of the original term, Lessor shall promptly rebuild or restore the Demised Premises to as nearly as possible its condition immediately prior to such destruction or damage, such work to be commenced within ninety (90) days from receipt of the final payment of the claim by the insurance company and thereafter to be prosecuted with due diligence until such rebuilding or restoration is completed.

B. All rent shall be abated during the period the Demised Premises is damaged and untenable and for a period of thirty (30) days after the date reconstruction is completed, or until the date upon which Lessee shall reopen for business, whichever is earlier.

C. In the event of Partial Destruction of the Demised Premises, during the period the Demised Premises is damaged and/or undergoing restoration, all rental shall abate unless Lessee

chooses to occupy a portion of the Demised Premises, in which event Lessee shall pay rental in such proportion to the entire rental herein reserved as the area in the Demised Premises occupied by Lessee bears to the total space in the Demised Premises.

D. In the event of termination of this Agreement, any unearned rent paid by Lessee shall be prorated and refunded to Lessee.

23. **ACCESS BY LESSOR.** Lessor and its authorized representatives shall have the right to enter the Demised Premises at all reasonable times, with reasonable advance notice, to examine the condition thereof and to make all necessary repairs required of Lessor under this Agreement, but such rights shall be exercised in a manner so as not to interfere unreasonably with the business of Lessee. At any time within two (2) months prior to the expiration of this Agreement or any renewals hereof, Lessor, with the express written permission of Lessee, may show the Demised Premises to prospective purchasers or tenants, and within such period, with the express written permission of Lessee, may attach to the building or erect on the premises a notice advertising said property for sale or letting.

24. **DEFAULT CLAUSE.** If default shall at any time be made by Lessee in the payment of the rent reserved herein or any installment thereof for more than ten (10) days after Lessee's receipt of written notice of such default by the Lessor, or if Lessee, or if Lessee shall default in the performance of any other covenant, agreement, condition, rule or regulation herein obligating Lessee and such default shall continue for thirty (30) days after Lessee's receipt of written notice of such default by Lessor, (or if the default cannot be cured within such thirty (30) day period, if Lessee shall not within such 30-day period commence such cure and thereafter diligently pursue same to its completion). Lessor shall thereafter have the right to re-enter or repossess the Demised Premises, either by force, summary proceedings, surrender or otherwise, and dispossess and

remove therefrom Lessee or other occupants thereof and their effects without any liability, therefore. In such case, Lessor shall re-let the Demised Premises or any part thereof as the agent of Lessee, with Lessee remaining liable to pay Lessor rent and other charges reserved herein for the balance of the term, less the reasonable market rental value of the Demised Premises for the same period; or Lessor at its option may terminate this Lease, thereby releasing Lessee from any further liabilities hereunder.

25. **CONTROLLING LAW; NO OTHER AGREEMENT OR REPRESENTATIVES; TIME OF ESSENCE.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder. Time is of the essence in this Agreement.

26. **NON-WAIVER; MODIFICATIONS.** No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of Rent Payment(s) due by lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of Rent. The acceptance of all or part of a Rent payment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

27. **NOTICES.** All notices or requests under this Lease shall be given by either email or certified mail to the addresses shown in the introductory paragraph on the first page of this Lease

Agreement. Each properly addressed notice or request sent by email or certified mail shall, be deemed given and served upon being deposited in the United States mail, postage prepaid.

28. **SURRENDER OF PREMISES.** At the expiration, or earlier termination, of this Lease, the LESSEE will surrender the demised premises broom clean and in as good condition and repair as they were at the time the LESSEE took possession, normal wear and tear excepted, and promptly upon surrender will deliver all keys and building security cards for the Demised Premises to the LESSOR. All costs and expenses incurred by the LESSOR in connection with repairing or restoring the demised Premises to the condition called for herein, together with the costs, if any, of removing from the demised Premises any property of the LESSEE left therein, together with liquidated damages in an amount equal to the amount of rent plus all other charges which would have been payable by the LESSEE, under this Lease, if the term of this Lease had been extended for the period of time reasonably required for the LESSOR to repair or restore the Demised Premises to the condition called for herein, but not more than ninety (90) days, shall be invoiced to the LESSEE and shall be payable as additional rent within ten (10) days after receipt of the invoice.

29. **RIGHT TO TERMINATE.** If the Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Tenant after expiration of the Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination.

Additionally, if the school chooses to close for any reason, this Agreement shall automatically terminate without penalty on the same day.

30. **TRANSFER OF DEMISED PREMISES BY LESSOR.** Lessor reserves the right to sell, assign, or otherwise transfer its interest in the Demised Premises without Lessee's consent. Lessor shall provide 30 days' notice to Lessee of any such transfer. In the event of any such sale, assignment, or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

31. **SUBORDINATION.** This Agreement and the rights of the Lessee hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Demised Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessee.

32. **ATTORNEYS' FEES.** If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

33. **CONSENT.** Lessor and Lessee covenant that whenever their consent or approval is required hereunder, they will not unreasonably withhold or delay such consent or approval.

34. **SUCCESSORS AND ASSIGNS.** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective

successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.


35. **SEVERABILITY; AUTHORITY.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership, or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

36. **AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSITUION.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507 or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy Lessee, and the Lessor shall have no recourse against the Academy Lessee or the University Board for implementing such site closure or reconstitution.


37. **CONTRACT WITH AUTHORIZER CONTROLS.** In the event that there is a conflict between the terms of this Lease and the Contract, the Contract shall control. In the event the Authorizer promulgates policies that conflict with the terms of this Lease, such policies shall control.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written.

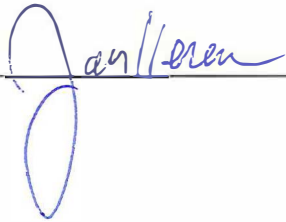
WITNESS OR ATTEST



LESSOR
COPPER ISLAND ACADEMY REAL ESTATE LLC

By: 
Mr. Andrew Moyle
Its: Manager

WITNESS OR ATTEST



LESSEE
COPPER ISLAND ACADEMY


By: 
Josh Lulus Ph.D.
Its: Board President

Exhibit A

Lot Nineteen (19) and Lot Twenty (20) of the Houghton County Airpark, Franklin Township, Houghton County, Michigan, according to the recorded plat thereof, said plat being recorded in Plat Cabinet 1, Folio Number 88-93, Houghton County Register of Deeds Records;

AND

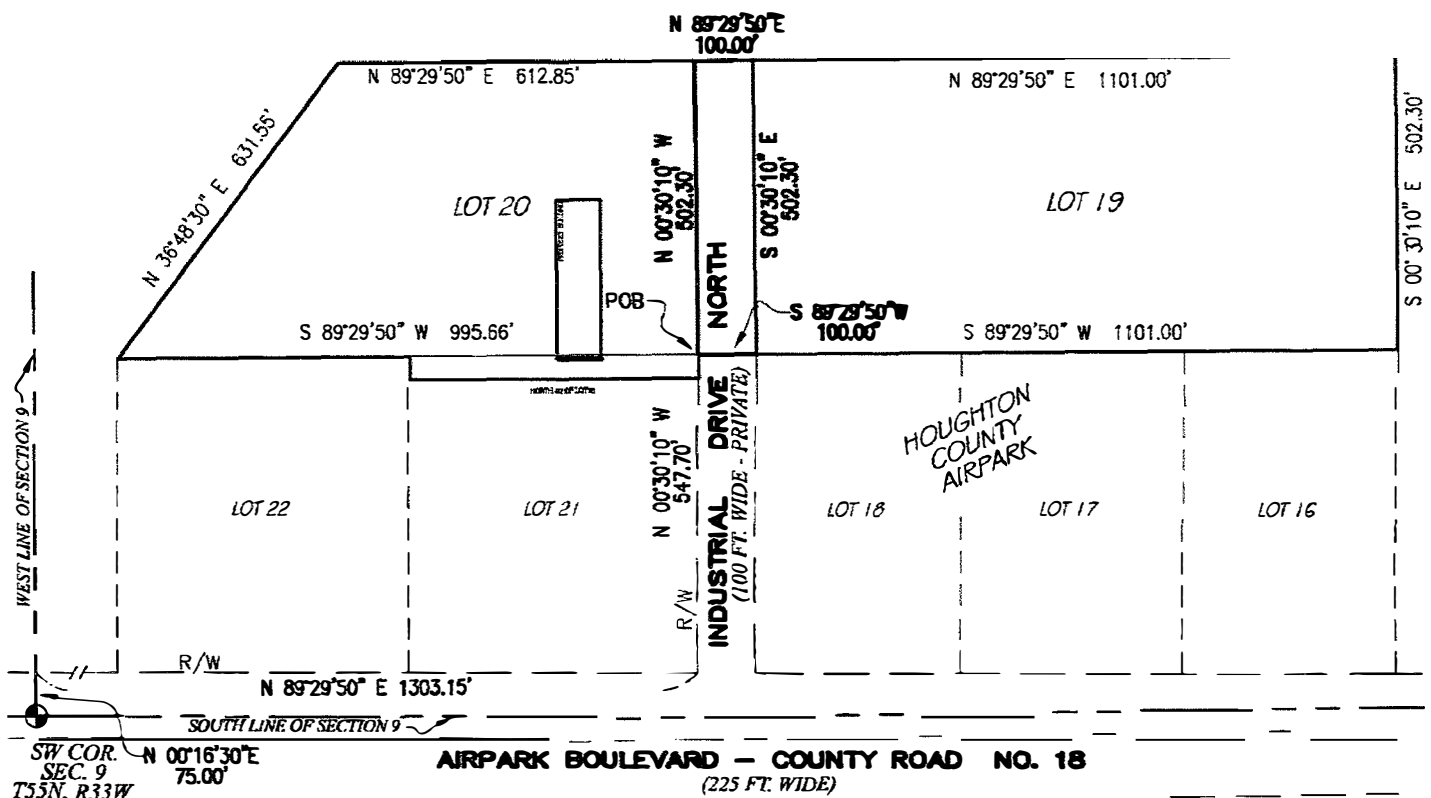
Part of Industrial Drive North (100 feet wide, Private Road), Houghton County Airpark, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan, more particularly described as:

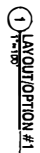
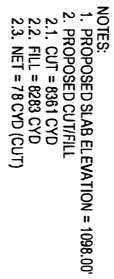
Commencing at the Southwest corner of Section 9; thence along the West line of said Section, N 00°16'30" E, 75.00 feet; thence along the North right-of-way line of Airpark Boulevard (225 feet wide), N 89°29'50" E, 1303.15 feet; thence along the West right-of-way line of Industrial Drive North, N 00°30'10" W, 547.70 feet to the Southeast corner of Lot 20, Houghton County Airpark, and the POINT OF BEGINNING; thence continuing along the West right-of-way line of Industrial Drive North, N 00°30'10" W, 502.30 feet to the Northeast corner of said Lot 20; thence N 89°29'50" E, 100.00 feet to the Northwest corner of Lot 19, Houghton County Airpark; thence along the East right-of-way line of Industrial Drive North, S 00°30'10" E, 502.30 feet to the Southwest corner of said Lot 19; thence S 89°29'50" W, 100.00 feet to the POINT OF BEGINNING. Containing 1.15 Acres of land more or less.

AND

The North 40 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 0.46 Acres more or less.


Lots # 31-006-400-019-00 and #31-006-400-020-00

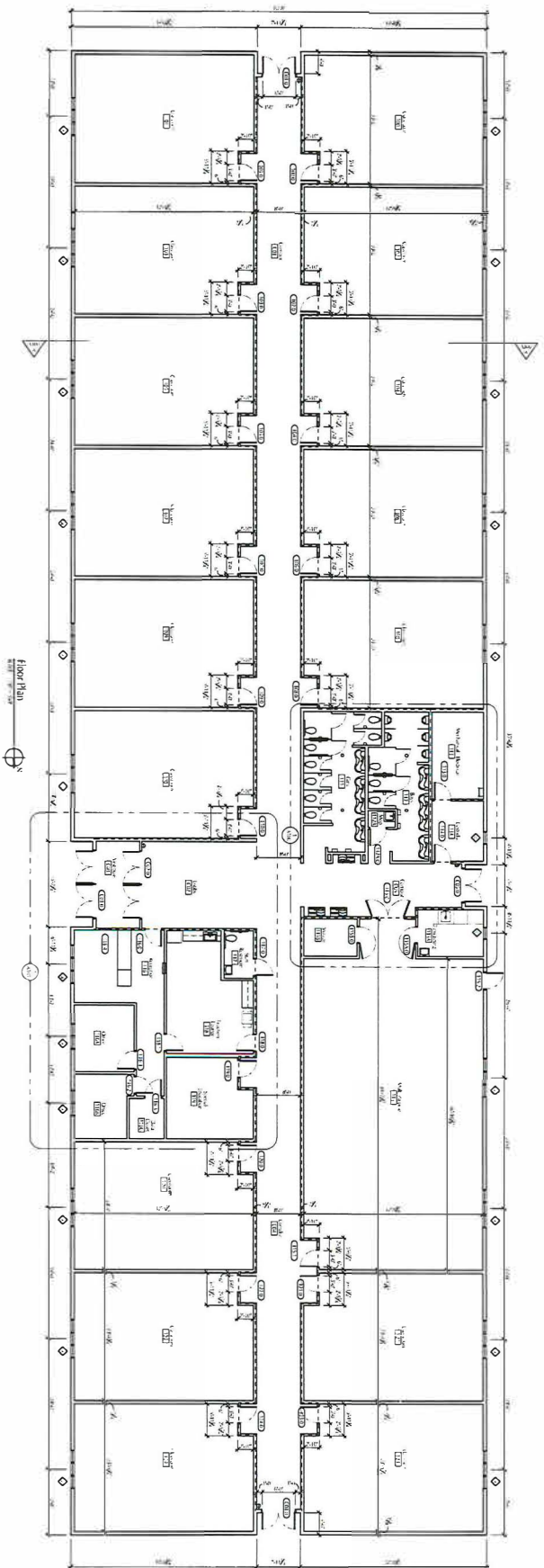




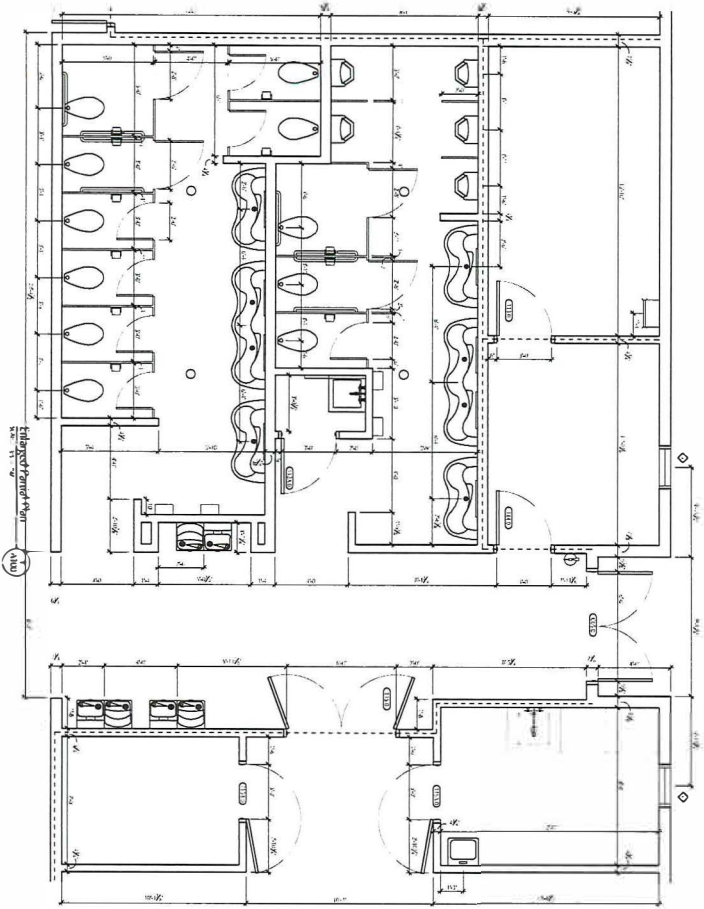
**Know what's below.
Call before you dig.**

[illegible]

2	<table><tr><th>UNIT</th><th>PROJ. NAME</th><th>ENGINEER</th><th>PROJECT</th><th>SITE</th><th>COUNTY</th><th>PLANNING</th></tr><tr><td>000000</td><td>PROPOSED</td><td>SA</td><td>NAME</td><td>MP</td><td>PLANNING</td><td>NAME</td></tr></table>	UNIT	PROJ. NAME	ENGINEER	PROJECT	SITE	COUNTY	PLANNING	000000	PROPOSED	SA	NAME	MP	PLANNING	NAME	<table><tr><th>UNIT</th><th>PROJ. NAME</th><th>ENGINEER</th><th>PROJECT</th><th>SITE</th><th>COUNTY</th><th>PLANNING</th></tr><tr><td>000000</td><td>PROPOSED</td><td>SA</td><td>NAME</td><td>MP</td><td>PLANNING</td><td>NAME</td></tr></table>	UNIT	PROJ. NAME	ENGINEER	PROJECT	SITE	COUNTY	PLANNING	000000	PROPOSED	SA	NAME	MP	PLANNING	NAME	 <p>OFFICE OF HUMANITIES MANAGEMENT AND PLANNING DIVISION</p>
	UNIT	PROJ. NAME	ENGINEER	PROJECT	SITE	COUNTY	PLANNING																								
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000000	PROPOSED	SA	NAME	MP	PLANNING	NAME																									
	<p>COPPER ISLAND ACADEMY</p> <p>PROPOSED</p>	<p>COPPER ISLAND ACADEMY</p> <p>PROPOSED</p>																													



Copper Island Academy



Keynotes	
1	10' x 10' x 10'
2	10' x 10' x 10'
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100	10' x 10' x 10'

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E Houghton Ave, Houghton MI 49931

Phone: (906) 482-2260 Fax: (906) 482-7238

Todd LaRoux, Building Official

Harry Hermann, Electrical

Daniel Kilpela, Mechanical/Plumbing

Wayne Karvonen, Electrical

CERTIFICATE OF OCCUPANCY

Owner: Copper Island Academy Real Estate LLC Po Box 126 Calumet MI 49913	Contractor: Moyle 46702 Hwy M-26 Houghton MI 49931
--	--

Project Address: 52125 N Industrial Drive Hancock MI 49930	Property Number: 006-400-019-00 006-400-020-00	Township: Hancock
---	---	-----------------------------

Permits	Numbers	
Building	21-66-B	
Plumbing	21-290-P	
Mechanical	21-289-M	
Electrical	21-287-E	
Fire Suppression System	21-533-M	

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code

2017 National Electrical Code

2015 Michigan Plumbing Code

2015 Michigan Mechanical Code

Use and Occupancy	E Educational
Type of Construction	VB, V000
Design Occupant Load	740
Automatic Sprinkler Required	Yes

Remarks: _____



Todd LaRoux, Building Official
Reg: 005757

8-26-21

Date Certificate Issued

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E. Houghton Ave., Houghton, MI 49931

Phone: (906) 482-2260 Fax: (906) 482-7238

Todd LaRoux, Building Official

Daniel Kilpela, Mechanical/Plumbing

Chad Hammerstrom, Mechanical/Plumbing

Harry Hermann, Electrical

Wayne Karvonen, Electrical

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

COPPER ISLAND ACADEMY REAL EST LLC
PO BOX 126
CALUMET MI 49913

CONTRACTOR:

MOYLE CONSTRUCTION
PO BOX 399
HOUGHTON MI 49931

PROPERTY INFORMATION:

52125 N INDUSTRIAL DRIVE
006-400-020-00
Franklin

Permit Number

PPB22-0124

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code 2017 National Electric Code 2015 Michigan Plumbing Code 2015 Michigan Mechanical Code

Use Classification

Construction Type

Occupancy Load

Sprinklers

326 - Schools & Other Educational Buildings

247

No

Additional Comments:

PPE22-0407
PPM22-0145
PPM22-0181
PPP22-0099

FINALED



Todd LaRoux, Building Official
Reg: 005757

11-4-2022

Date Finaled

AMENDMENT NO. 3

to the
April 26, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

COPPER ISLAND ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 3

COPPER ISLAND ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated April 26, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to COPPER ISLAND ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 6: Physical Plant Description, by inserting at the end of this Schedule the Second Amendment to Lease, attached as Tab 1.

The changes identified in Section 1 shall have an effective date of September 1, 2023.

- 2.) Further amend Schedule 6: Physical Plant Description, by replacing the Physical Plant Description Narrative and the Site Plan contained therein with the materials attached as Tab 2.
- 3.) Further amend Schedule 6: Physical Plant Description, by inserting at the end of this Schedule the materials attached as Tab 3.

The changes identified in Sections 2 and 3 shall have an effective date of March 4, 2024.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees.



Dated: 04/01/2024

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 03/25/2024

By: Josh Loukus, Board President
Copper Island Academy
Designee of the Academy Board

Copper Island Academy
Contract Amendment No. 3

Tab 1

Second Amendment to Lease

This Second Amendment ("Amendment") to the Lease is made and entered into effective as of 1st day of September 2023 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913, (the "Demised Premises"); and

WHEREAS, LESSOR and LESSEE desire to expand the Demised Premises to include vacant property on Lots 21 and 24 for the total acreage of approximately 4.38 acres as shown on Exhibit B and Exhibit C.

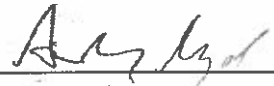
NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to incorporate the following into the Lease into only the relevant sections:

1. DEMISED PREMISES: This provision is amended to include the following language: *"The Demised Premises shall include 1.86 acres on Lot 21 as shown in Exhibit B, and 2.47 acres on Lot 24 as shown in Exhibit C for a total acreage of 4.38 acres. Exhibit B and Exhibit C are incorporated herein by reference and shall become part of the Lease."*
2. NO FUTHER MODIFICATION: Except as hereby amended, the Lease shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.
3. DEFINITIONS: Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
4. AUTHORITY: LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
5. EXECUTION: The parties agree that this Amendment may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall be constitute a binding amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.
6. The Lease, the First and Second Amendments shall be collectively referred to as the "Lease".

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the date set forth above.

LESSOR:

Copper Island Real Estate, LLC



By: Andy Moyle

Its: Manager

LESSEE:

Copper Island Academy

By: _____


Its: _____

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the date set forth above.

LESSOR:
Copper Island Real Estate, LLC

By: Andy Moyle
Its: Manager

LESSEE:
Copper Island Academy



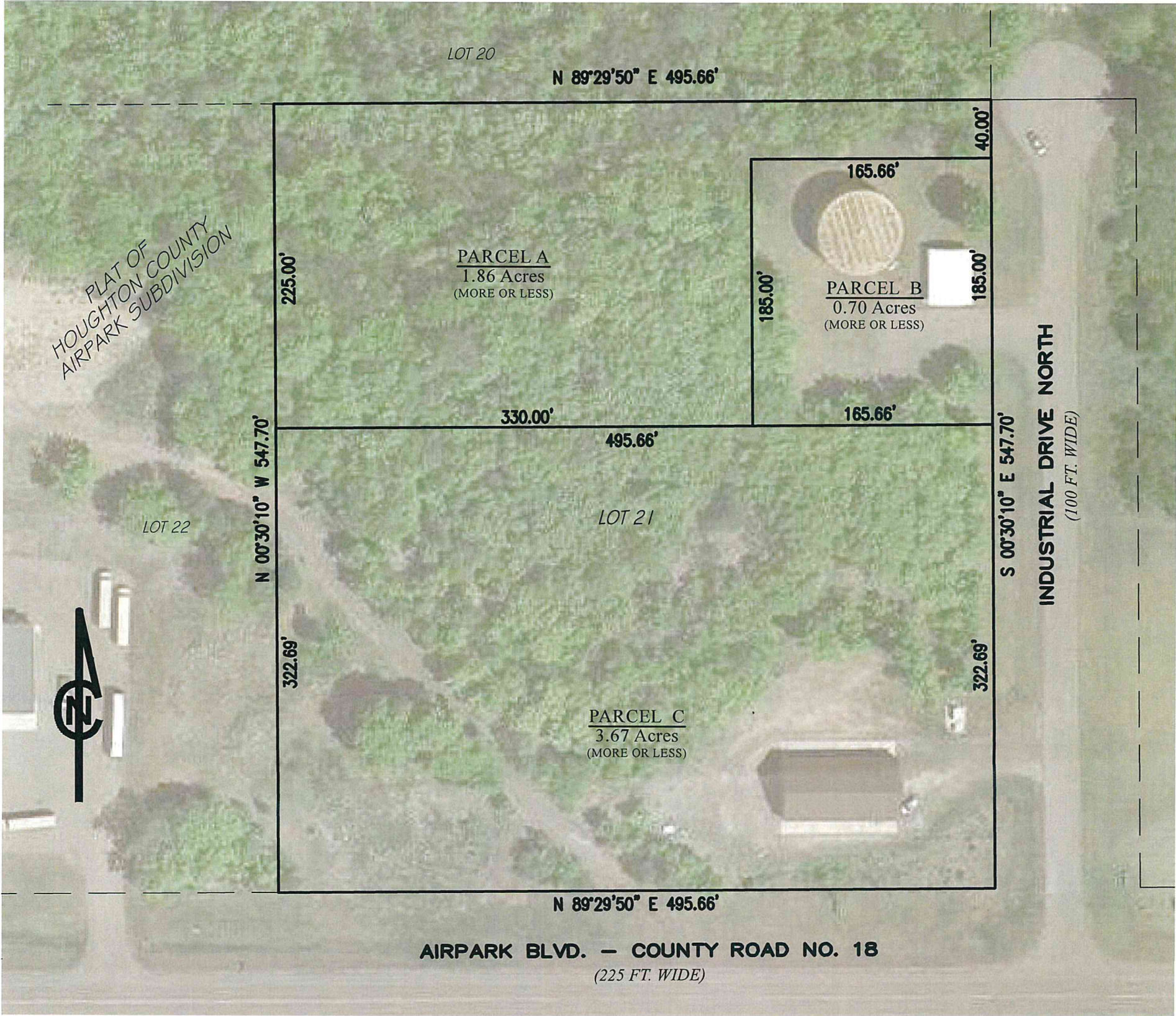
By: Josh Loukas Ph.D.
Its: Board President

SKETCH & DESCRIPTION

*BEARINGS ARE BASED ON HOUGHTON
COUNTY AIRPARK SUBDIVISION

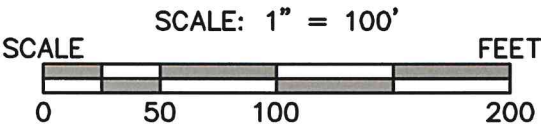
Exhibit B

NOTE: NOT SURVEYED



PARCELA (Not Surveyed)

The North 40.00 feet of the East 165.66 feet of Lot 21 and the North 225.00 feet of the West 330.00 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 1.86 Acres more or less.



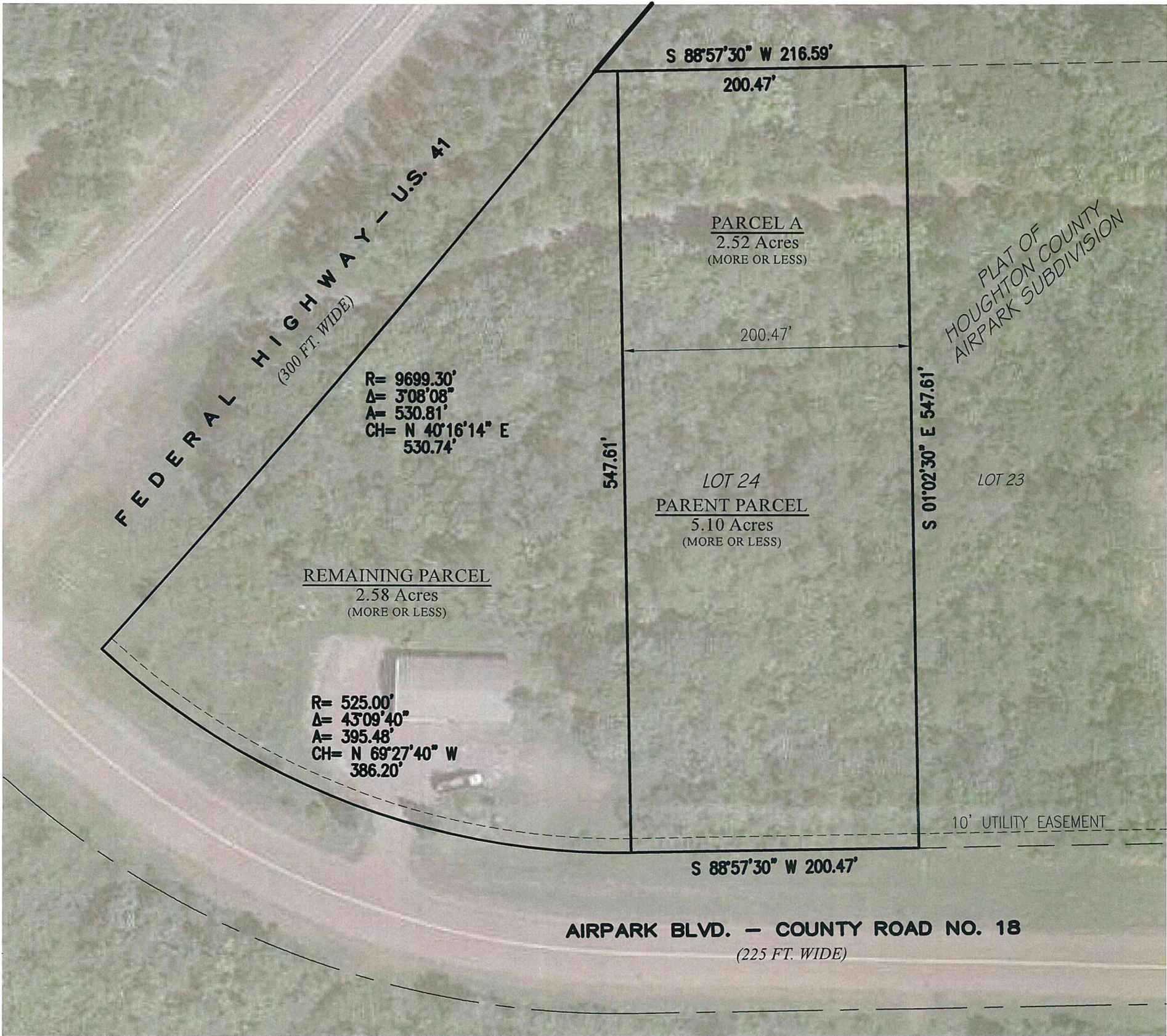
PROJECT #:	21-084	CLIENT: MOYLE	CHN SURVEYING	
DATE:	OCTOBER 18, 2021			
REVISION:	MAY 14, 2023			
SHEET 1 OF 1		LOT 21, HOUGHTON COUNTY AIRPARK SUBDIVISION, FRANKLIN TOWNSHIP, HOUGHTON COUNTY, MICHIGAN	19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM	

SKETCH & DESCRIPTION

*BEARINGS ARE BASED ON HOUGHTON
COUNTY AIRPARK SUBDIVISION

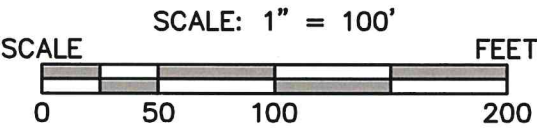
Exhibit C

NOTE: NOT SURVEYED



PARCELA (Not Surveyed)

The East 200.47 feet of Lot 24, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 2.47 Acres more or less.



<p>PROJECT #: 21-083 DATE: DECEMBER 15, 2021 REVISION:</p> <p>SHEET 1 OF 1</p>	<p>CLIENT: MOYLE</p> <p>LOT 24, HOUGHTON COUNTY AIRPARK SUBDIVISION, FRANKLIN TOWNSHIP, HOUGHTON COUNTY, MICHIGAN</p>	<p>CHN SURVEYING</p> <p>19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM</p>	
--	---	---	---

Copper Island Academy
Contract Amendment No. 3

Tab 2

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See MCL 380.502(3)(i) and 380.503(6)(f);

2. The address and a description of the site and physical plant (the “Site”) of Copper Island Academy (the "Academy") is as follows:

Address: 52125 Industrial Dr. N
Calumet, MI 49913

Description: The Academy is located on a 24 acre site within the Houghton County Memorial Airport Industrial Airpark in Franklin Township. Mature hardwoods and wetlands surround the build site. The one-story facility at this Site is approximately 27,521 feet. The building includes 21 classrooms, two special education classrooms, two handicap accessible multi-station restrooms, two individual restrooms, a multipurpose room, a dishwashing room, a mechanical and electrical room, a custodial closet, a data closet, a reception area, a teachers’ lounge, and two office spaces. During the 2023-2024 school year, the Academy constructed a 30 foot diameter insulated yurt and a 13,420 square foot gymnasium on its Site. The gymnasium facility also includes two restrooms, a concessions area, and storage areas.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Hancock Public Schools
ISD: Copper Country

3. It is acknowledged and agreed that the information identified below, about this Site, is provided on the following pages, or must be provided to the satisfaction of the University Board or its designee, before the Academy may operate as a public school in this state.

- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating

as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the University Board or its designee.

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University Board or its designee, and the amendment regarding the new site has been executed.

6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

Gym Location

Proposed Yurt Location

LOT 21

LOT 18

REMAINING PARCEL

REMAINING PARCEL

REMAINING PARCEL

Copper Island Academy
Contract Amendment No. 3

Tab 3

→
N

CIA YURT
EXISTING PANEL P-1:120 / 240 VOLT, 1P, 3W, 200 AMP, 8CKT

MAIN CB

MARK & ITEM	A- KVA/B	KVA Wires	POLE CB-A	CKT #	CB-A	POLE Wires B	KVAA	KVA	MARK & ITEM
PANEL RECEPT	0.20	2 #12	1	20	1	2 #12		0.92	FURNACE
RECEPTS N		2 #12	1	20	3	4	20	0.36	LIGHTS/CEILING FAN
RECEPTS S/SMOKES	1.80	2 #12	1	20	5	6	20	0.47	HRV
SPACE			1	20	7	8	20		SPACE
TOTAL/PHASE/SIDE	2.00							0.36	1.39
TOTAL/PHASE	3.39								
PANEL TOTALS	5.55							19.0 AMPS	CONNECTED

ELECTRICAL SYMBOL LEGEND

- COOPER HALO SLD612840WH
- ⌘ WALL MOUNT LIGHT FIXTURE
- ⌘ SWITCH
- ⌘ THREE-WAY SWITCH
- ⌘ OUTLET 110V
- Ⓢ CARBON MONOXIDE DETECTOR
- Ⓢ SMOKE DETECTOR
- ⌘ FAN

ELECTRICAL NOTES:

- ELECTRICAL CONTRACTOR TO VERIFY EQUIPMENT TYPE AND SIZE.
- ALL WORK SHALL COMPLY WITH ALL CODES APPLICABLE AT SITE.
- INSTALL FLOOR AND CEILING OUTLETS AS REQUIRED FOR COMPUTERS AND PROJECTORS.
- PROVIDE GROUND WIRE SIZED PER NEC



1 ELECTRICAL PLAN

Scale: 1/4"=1'

ELECTRICAL PLAN

PROJECT 2369
SCALE: 1/4"=1'

E1

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E. Houghton Ave., Houghton, MI 49931

Phone: (906) 482-2260

Todd LaRoux, Building Official
Daniel Kilpela, Mechanical/Plumbing
Chad Hammerstrom, Mechanical/Plumbing

Brian Kangas, Electrical
Stephen Zapolnik, Electrical

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

COPPER ISLAND ACADEMY REAL ESTATE LLC
46702 HWY M26
HOUGHTON MI 49931

CONTRACTOR:

PROPERTY INFORMATION:

52125 N INDUSTRIAL
006-400-021-02
Franklin

Permit Number

PPB23-0185

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code 2017 National Electric Code 2015 Michigan Plumbing Code 2015 Michigan Mechanical Code

Use Classification

Construction Type

Occupancy Load

Sprinklers

326 - Schools & Other Educational Buildings

35

No

Additional Comments:

PPE23-0456, PPM23-0309

BUILDING, ELECTRICAL, & MECHANICAL PERMITS ARE ALL APPROVED AND FINALIZED



Todd LaRoux, Building Official
Reg: 005757



Issued Date

Keynotes

1. Fully recessed fire extinguisher cabinet with 4x8BIFC rated fire extinguisher. Mount 39" a.f.f. to bottom of cabinet.
2. Concrete apron per S100.
3. Concrete riser slab per S105.
4. Volleyball inset in concrete slab with finish floor plate, hung at top of wall face.
5. Provide 1/2" plywood subfloor on wood joists.
6. Provide volleyball court markings on wood sports floor. Coordinate markings and artwork with client.
7. Provide volleyball court markings on wood sports floor in contrasting color.
8. Infill future door opening with 10" CMU, insulation, and brick veneer. Provide 3/8" joint at perimeter with backup rod and sealant.

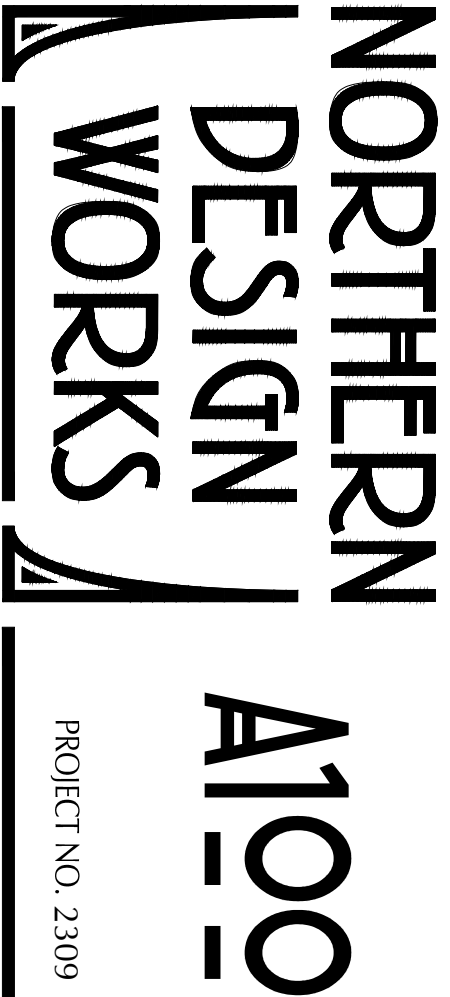
General Notes

1. Provide bullnose corner CMU at all exposed outside corners and at door and window openings.
2. See enlarged floor plans drawing A101 for more detail.

Moyle Construction Copper Island Academy Gymnasium Building

Floor Plans

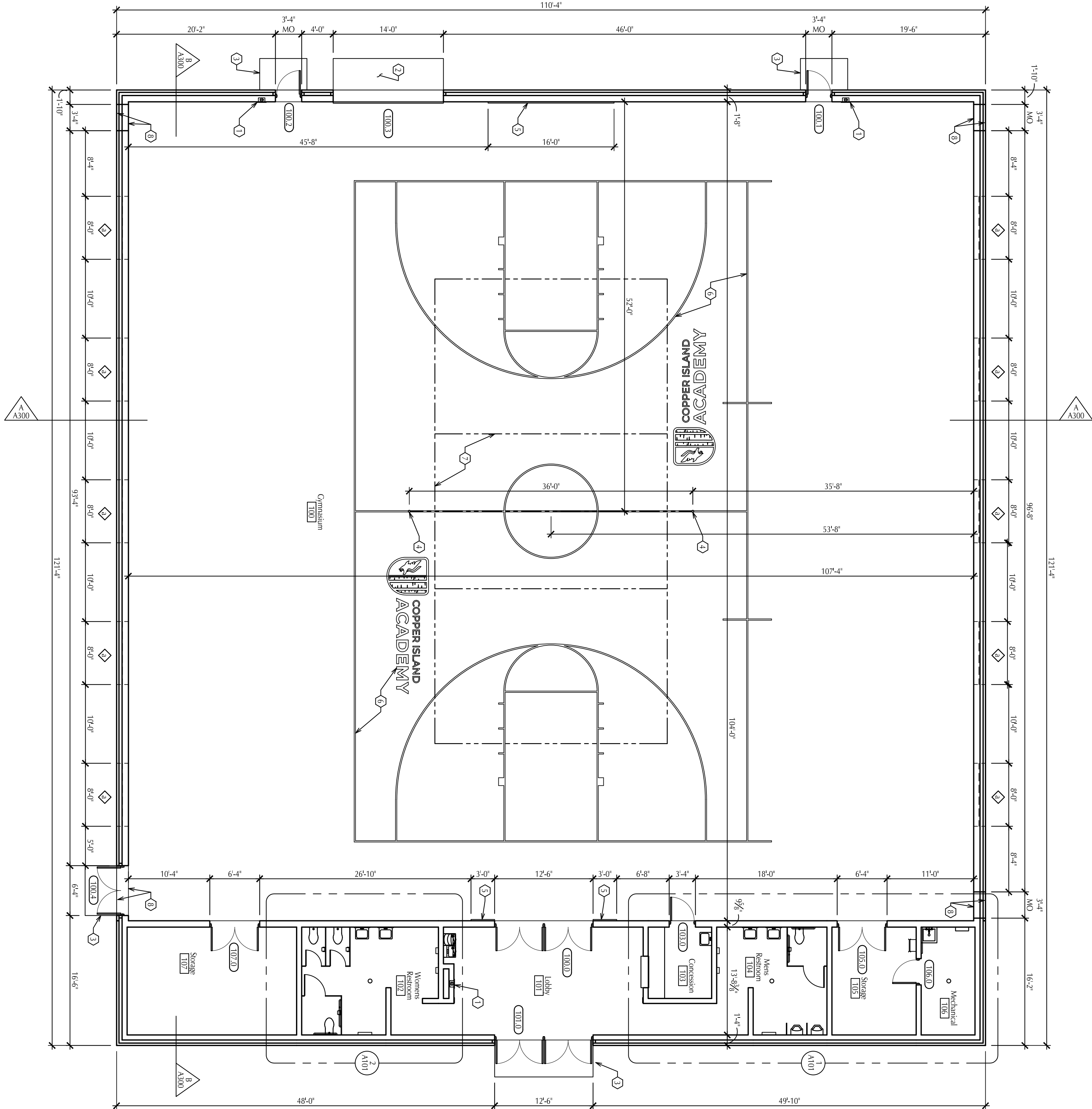
ISSUED FOR:	
Schematic Review	3-31-2023
Client Review	4-28-2023
Foundation Permit	5-30-2023
Construction	7-13-2023



PROJECT NO. 2309

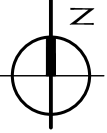
420 RAIL STREET - NECAUNEE, MI 49866 906-475-6616

COPYRIGHT 2023 - NORTHERN DESIGN WORKS



Floor Plan

SCALE: 1/8" = 1'-0"



HOUGHTON COUNTY BUILDING DEPARTMENT

401 E. Houghton Ave., Houghton, MI 49931

Phone: (906) 482-2260

Todd LaRoux, Building Official

Daniel Kilpela, Mechanical/Plumbing

Chad Hammerstrom, Mechanical/Plumbing

Brian Kangas, Electrical

Stephen Zapolnik, Electrical

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

COPPER ISLAND ACADEMY REAL ESTATE LL

46702 HWY M26

HOUGHTON MI 49931

CONTRACTOR:

MOYLE CONSTRUCTION

PO BOX 399

HOUGHTON MI 49931

PROPERTY INFORMATION:

52125 N INDUSTRIAL

006-400-021-02

Franklin

Permit Number

PPB23-0125

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code 2017 National Electric Code 2015 Michigan Plumbing Code 2015 Michigan Mechanical Code

Use Classification

Construction Type

Occupancy Load

Sprinklers

326 - Schools & Other Educational Buildings

259

No

Additional Comments:

PPE23-0353, PPM23-0172, PPM24-0028, PPP23-0084

BUILDING, ELECTRICAL, MECHANICAL, & PLUMBING ARE ALL APPROVED



MAR 04 2024

Todd LaRoux, Building Official

Reg: 005757

Issued Date

AMENDMENT NO. 4

to the
April 26, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

COPPER ISLAND ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 4

COPPER ISLAND ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated April 26, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to COPPER ISLAND ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 6: Physical Plant Description, by inserting at the end of this Schedule the Third Amendment to Lease, attached as Tab 1.

The changes identified in Section 1 shall have an effective date of February 29, 2024.

- 2.) Further amend Schedule 6: Physical Plant Description, by inserting at the end of this Schedule the Fourth Amendment to Lease, attached as Tab 2.

The changes identified in Section 2 shall have an effective date of April 1, 2024.

- 3.) Amend the Terms and Conditions of Contract by replacing the language contained within Article X, Section 10.4. Grounds and Procedures for Academy Termination of Contract and Section 10.5. Grounds and Procedures for University Termination of Contract, with the corresponding language attached as Tab 3.

- 4.) Amend Schedule 2: Bylaws, by replacing the language contained within Article XIII, Section 6. Contracts Between Corporation and Related Persons, with the language attached as Tab 4.


The changes identified in Sections 3 and 4 shall have an effective date of July 1, 2024.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees.



Dated: 06/24/2024

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board


Josh Loukus (Jun 24, 2024 10:56 EDT)

Dated: 24/06/24

By: Board President
Copper Island Academy
Designee of the Academy Board

Copper Island Academy
Contract Amendment No. 4

Tab 1

Third Amendment to Lease

This Third Amendment ("Amendment No. 3") to the Lease is made and entered into as of 29th day of February 2024 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913, (the "Demised Premises"); and

WHEREAS, LESSOR and LESSEE have amended the Lease with the First Amendment ("Amendment No. 1") on September 28, 2022, and the Second Amendment ("Amendment No. 2") on September 1, 2023;

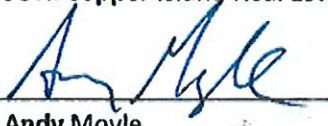
WHEREAS, LESSOR and LESSEE desire to amend the Demised Premises to include vacant property from Lot 18, approximately 1.82 acres, as shown on Exhibit D.

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to amend the Lease as follows :

1. DEMISED PREMISES: This provision, as amended by Amendment No. 2, is amended to include the deletion and addition of the following language in bold: "The Demised Premises shall include 1.86 acres on Lot 21 as shown in Exhibit B, and 2.47 acres on Lot 24 as shown in Exhibit C, and **1.82 acres on Lot 18 as shown in Exhibit D**, for approximately a total acreage of **6.15** ~~4.38~~ acres. **Exhibit D is incorporated herein by reference and shall become part of the Lease.**"
2. NO FUTHER MODIFICATION: Except as hereby amended by this Amendment No. 3, the Lease, as previously amended by Amendments No. 1 and No. 2, shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of Amendment No. 3, the terms of this Amendment shall control.
3. DEFINITIONS: Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
4. AUTHORITY: LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
5. EXECUTION: The parties agree that this Amendment No. 3 may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall be constitute a binding amendment. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 3 as of the date set forth above.

LESSOR: Copper Island Real Estate, LLC



By: Andy Moyle

Its: Manager

LESSEE: Copper Island Academy


3/25/2025 PM 2:08:22 2025 11:11:00

By:

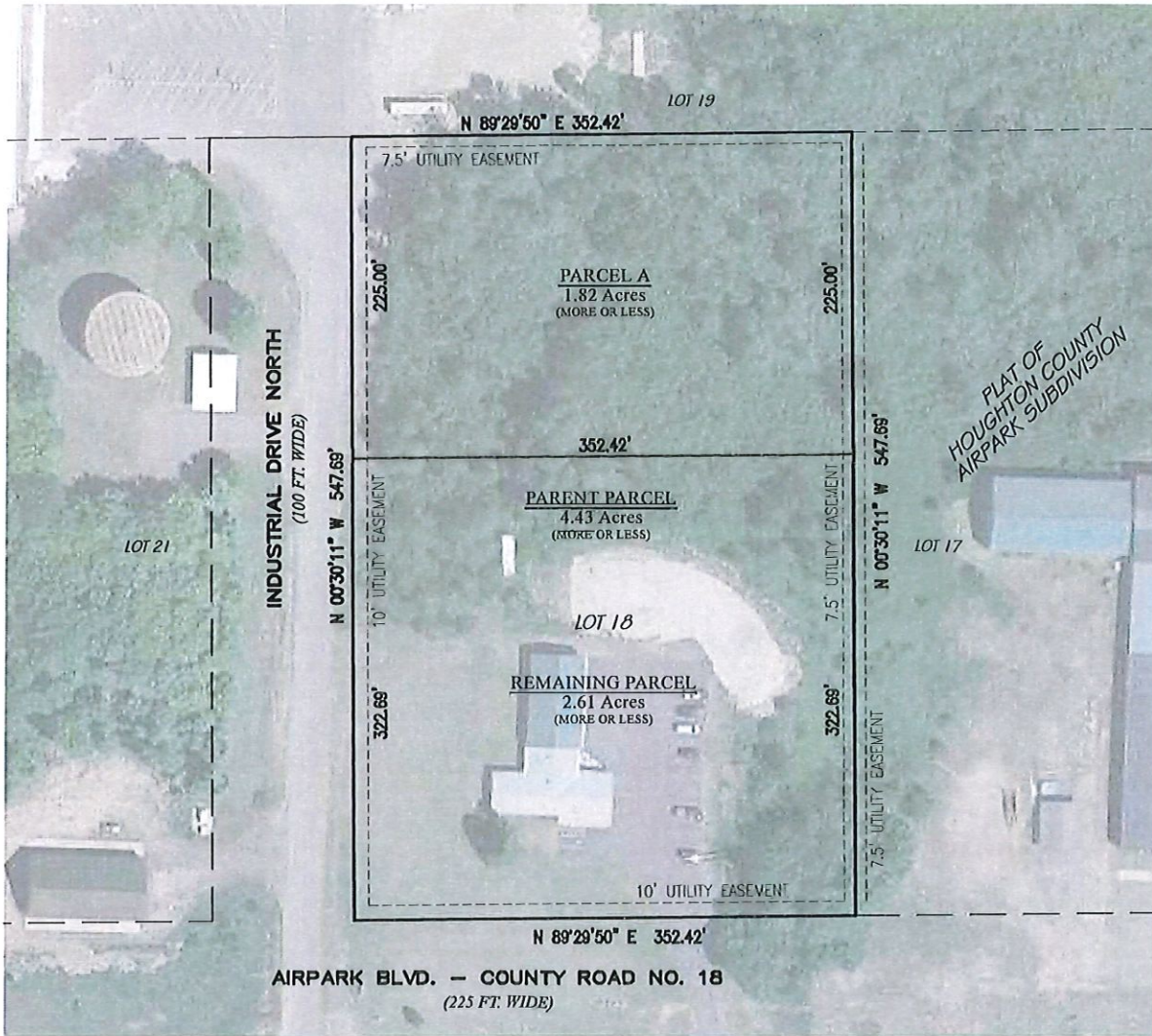
Its:

SKETCH & DESCRIPTION

Exhibit D

*BEARINGS ARE BASED ON HOUGHTON COUNTY AIRPARK SUBDIVISION

NOTE: NOT SURVEYED



PARENT PARCEL (Not Surveyed)

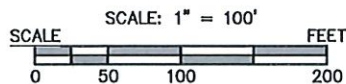
Lot 18, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 4.43 Acres more or less.

PARCEL A (Not Surveyed)

The North 225 feet of Lot 18, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 1.82 Acres more or less.

REMAINDER PARCEL (Not Surveyed)

Lot 18, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan, EXCEPT The North 225 feet thereof. Containing 2.61 Acres more or less.



PROJECT #:	CLIENT: MOYLE	CHN SURVEYING
DATE:	LOT 18, HOUGHTON COUNTY	19582 McKinley St.
REVISION:	AIRPARK SUBDIVISION, FRANKLIN	Hancock, MI 49930
	TOWNSHIP, HOUGHTON COUNTY,	(906) 281-3468
	MICHIGAN	CHNSURVEYING@GMAIL.COM
SHEET 1 of 1		

Copper Island Academy
Contract Amendment No. 4

Tab 2

Fourth Amendment to Lease

This Fourth Amendment ("Amendment No. 4") to the Lease is made and entered into as of 1st day of April 2024 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913 (the "Demised Premises"); and

WHEREAS, LESSOR and LESSEE have amended the Lease with the First Amendment ("Amendment No. 1") on September 28, 2022, the Second Amendment ("Amendment No. 2") on September 1, 2023, and the Third Amendment ("Amendment No. 3") on February 29, 2024.

WHEREAS, LESSOR and LESSEE desire to amend the Demised Premises to add the gymnasium, approximately 13,420 square feet rentable square feet of space (the "Expansion Premises"); and

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to amend the Lease as follows :

1. DEMISED PREMISES: From and after the expansion Commencement Date (as defined below), the Demised Premises shall be deemed to include the Expansion Premises. For all purposes the term, "Demised Premises" as used in the Lease, and amended by Amendment No. 1 shall be deemed to include a total of 41,108 rentable square feet. Exhibit E is incorporated herein by reference and shall become part of the Lease.
2. EXPANSION COMMENCEMENT DATE: The "Expansion Commencement Date" shall be agreed upon as April 1, 2024.
3. RENT: The Rent Table, as amended by Amendment No. 1, shall be deleted and replaced with the Table below. The parties agree that Rent per the Table below shall commence on the Expansion Commencement Date and continue through the date Lessee quits the premises in the manner described in the Lease. The parties agree that LESSEE is on Payment number 30 as of the Expansion Commencement Date.

	Annual Rent	Monthly Rent
Payments 30-60:	\$737,592.00	\$61,466.00
Years 6-10	\$737,592.00	\$61,466.00
Years 11-20	\$782,556.00	\$65,213.00

All other portions of Section 3, Rent, of the Lease remain the same.

4. PURCHASE OPTION: The second paragraph (indented) of Section 4, Purchase Option, of the Lease as amended by Amendment No. 1, shall be deleted in its entirety and replaced with the language below :

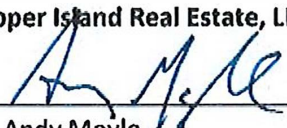
Balance of LESSOR'S debt on real estate (debt) + any money owed to LESSOR (rent or advances made by LESSOR) + 1,818,614.00 (cash equity) + \$525,000.00 (fixed appreciation amount), but in no event shall the price to the purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the LESSEE or LESSEE shall be designated by the appraiser as able to fully rely on such appraisal.
5. NO FUTHER MODIFICATION: Except as hereby amended by this Amendment No. 4, the Lease, as previously amended by Amendments No. 1, No. 2, and No. 3 shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of Amendment No. 4, the terms of this Amendment shall control.
6. DEFINITIONS: Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
7. AUTHORITY: LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
8. EXECUTION: The parties agree that this Amendment No. 4 may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall be constitute a binding amendment. This Amendment No. 4 may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.
9. The Lease and Amendments No. 1, No. 2, No. 3 and No. 4 shall be collectively referred to as the "Lease".

[Signatures on Following Page]

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 4 as of the date set forth above.

LESSOR:


Copper Island Real Estate, LLC


By: Andy Moyle

Its: Manager

LESSEE:

Copper Island Academy


By: Josh Loukus

Its: Board President

[illegible]

1. Please list your five top cities to visit and include a brief note on why you selected that city as a top choice.

ISSUED FOR:	Schmidts Kiewit Client: Rowan Foundation Permit Construction	2-11-2023 4-28-2022 5-30-2022 7-12-2022
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420 PAUL STREET - NICHAMINT, NJ 07966 908-475-6516
 EXPANDED 2ND - NORTH BRANCH WORK

Copper Island Academy
Contract Amendment No. 4

Tab 3

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Center Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Center Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. After receipt of the Academy Board's request for termination, the University Board shall consider the Academy's request no later than its next regularly scheduled meeting. The University Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University; or (iii) if exigent circumstances exist that the University Board determines, in its sole discretion, that termination of this Contract is required to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the University Board, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Center Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Copper Island Academy
Contract Amendment No. 4

Tab 4

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy Board shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy Board employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy Board may contract with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy. Before entering into an agreement with an Educational Service Provider or an employee leasing company to perform services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center. A copy of the agreement between the Academy Board and the Educational Service Provider or employee leasing company shall be included as part of Schedule 5.

The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Language in this Section controls over section 1203 of the Code. The following shall be deemed prohibited conflicts of interest:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy Board employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:

- (a) Is employed by the Academy Board;
- (b) Works at or is assigned to work at the Academy;
- (c) Has an ownership, officer, policymaking, managerial, administrative non-clerical or other significant role with the Academy's Educational Service Provider or employee leasing company; and
- (d) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (e) Is a current Academy Board member.

The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

AMENDMENT NO. 5

to the
April 26, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

COPPER ISLAND ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 5

COPPER ISLAND ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated April 26, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to COPPER ISLAND ACADEMY (the “Academy”), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 6: Physical Plant Description, by replacing the materials contained therein with the materials attached as Tab 1.
- 2.) Amend Schedule 7, Section f: Application and Enrollment of Students, by replacing the Enrollment Limits contained therein with the following:

“Enrollment Limits

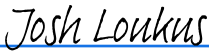
The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 486 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.”

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of November 13, 2024.



Dated: 12/03/2024

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board


Josh Loukus (Dec 2, 2024 16:06 EST)

Dated: 02/12/24

By: Josh Loukus, Board President
Copper Island Academy
Designee of the Academy Board

Copper Island Academy
Contract Amendment No. 5

Tab 1

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs’ Bureau of Construction Codes.

Physical Plant Description 6-1

Site Plans..... 6-3

Floor Plans 6-6

Fifth Amendment to Lease..... 6-10

Fourth Amendment to Lease..... 6-14

Third Amendment to Lease 6-18

Second Amendment to Lease..... 6-21

First Amendment to Lease 6-26

Lease Agreement 6-29

Certificates of Occupancy..... 6-52

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See MCL 380.502(3)(i) and 380.503(6)(f);

2. The address and a description of the site and physical plant (the “Site”) of Copper Island Academy (the "Academy") is as follows:

Address: 52125 Industrial Dr. N
Calumet, MI 49913

Description: The Academy is located on a 28 acre site within the Houghton County Memorial Airport Industrial Airpark in Franklin Township. Mature hardwoods and wetlands surround the site. The original one-story facility, and the 2022 expansion of this facility, is approximately 27,688 square feet. The building includes 21 classrooms, two special education classrooms, two handicap-accessible multi-station restrooms, two individual restrooms, a multipurpose room, a dishwashing room, a mechanical and electrical room, a custodial closet, a data closet, a reception area, a teachers’ lounge, and two office spaces. During the 2023-2024 school year, the Academy constructed a 30-foot diameter insulated yurt and a 13,420 square foot gymnasium on its Site. The gymnasium facility also includes two restrooms, a concessions area, and storage areas. During the 2024-25 school year, the Academy expanded its gymnasium facility by constructing an approximately 8,537 square foot addition. This expansion includes six classrooms, two handicap-accessible multi-station restrooms, one individual restroom, a supply closet, and a housekeeping closet.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Hancock Public Schools
ISD: Copper Country

3. It is acknowledged and agreed that the information identified below, about this Site, is provided on the following pages, or must be provided to the satisfaction of the University Board or its designee, before the Academy may operate as a public school in this state.

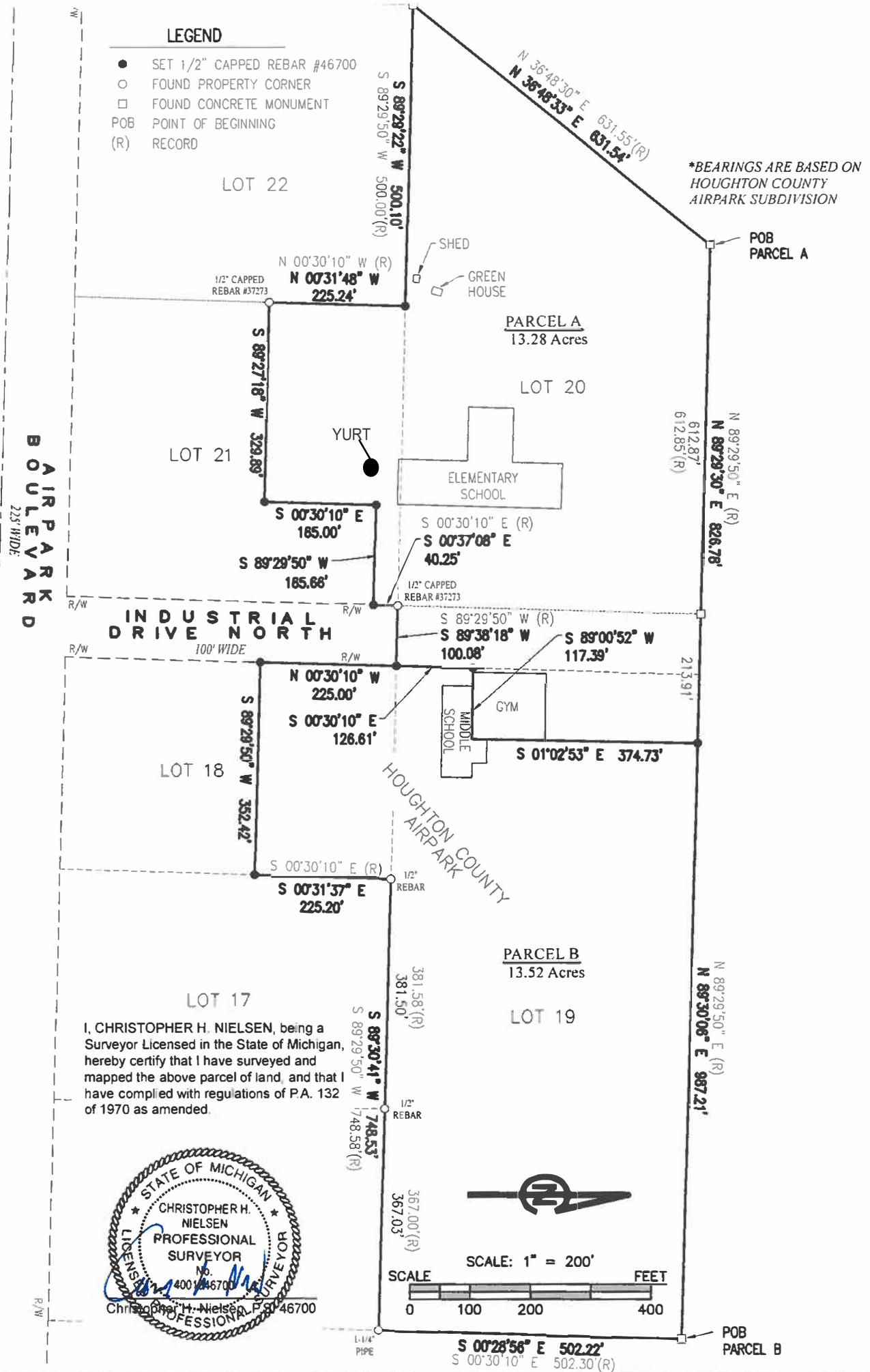
- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire,

health and safety approvals for the above-described physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the University Board or its designee.

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University Board or its designee, and the amendment regarding the new site has been executed.

6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.



<p>PROJECT #: 21-088 DATE: JUNE 20, 2024 REVISION: SHEET 1 OF 2</p>	<p>CLIENT: MOYLE CONSTRUCTION</p> <p>PART OF LOTS 18-21 HOUGHTON COUNTY AIRPARK FRANKLIN TOWNSHIP HOUGHTON COUNTY, MICHIGAN</p>	<p>CHN SURVEYING</p> <p>19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM</p>
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PARCEL A (As Surveyed)

A parcel of land being part of Lots 20 and 21 and part of the vacated right of way of Industrial Drive North (100 feet wide) of Houghton County Airpark, Franklin Township, Houghton County, Michigan, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 20, thence along the North line of Lot 20, N89°29'30"E 826.78 feet; thence S01°02'53"E 374.73 feet; thence S89°00'52"W 117.39 feet; thence along the East right of way line of vacated Industrial Drive North (100 feet wide), S00°30'10"E 126.61 feet; thence S89°38'18"W 100.08 feet to the Southeast corner of Lot 20; thence along the West right of way line of Industrial Drive North (100 feet wide), S00°37'08"E 40.25 feet; thence parallel to the South line of Lot 20, S89°29'50"W 165.66 feet; thence parallel to the East line of Lot 20, S00°30'10"E 185.00 feet; thence parallel to the South line of Lot 20, S89°27'18"W 329.89 feet; thence along the West line of Lot 21, N00°31'48"W 225.24 feet to the Northwest corner of Lot 21; thence along the South line of Lot 20, S89°29'22"W 500.10 feet to the Southwest corner of Lot 20; thence along the West line of Lot 20, N36°48'33"E 631.54 feet to the POINT OF BEGINNING.

Containing 13.28 acres, more or less, and subject to any easement or restrictions of record, if any.

PARCEL B (As Surveyed)

A parcel of land being part of Lots 18 and 19 of Houghton County Airpark, Franklin Township, Houghton County, Michigan, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 19, thence along the East line of Lot 19, S00°28'56"E 502.22 feet to the Southeast corner of Lot 19, thence along the South line of Lot 19, S89°30'41"W 748.53 feet to the Northeast corner of Lot 18; thence along the East line of Lot 18, S00°31'37"E 225.20 feet; thence parallel to the North line of Lot 18, S89°29'50"W 352.42 feet; thence along the East right of way line of Industrial Drive North (100 feet wide), N00°30'10"W 225.00 feet to the Northwest corner of Lot 18; thence continuing along said right of way line, N00°30'10"W 126.61 feet; thence N89°00'52"E 117.39 feet; thence N01°02'53"W 374.73 feet; thence along the North line of Lot 19, N89°30'06"E 987.21 feet to the POINT OF BEGINNING.

Containing 13.52 acres, more or less, and subject to any easement or restrictions of record, if any.

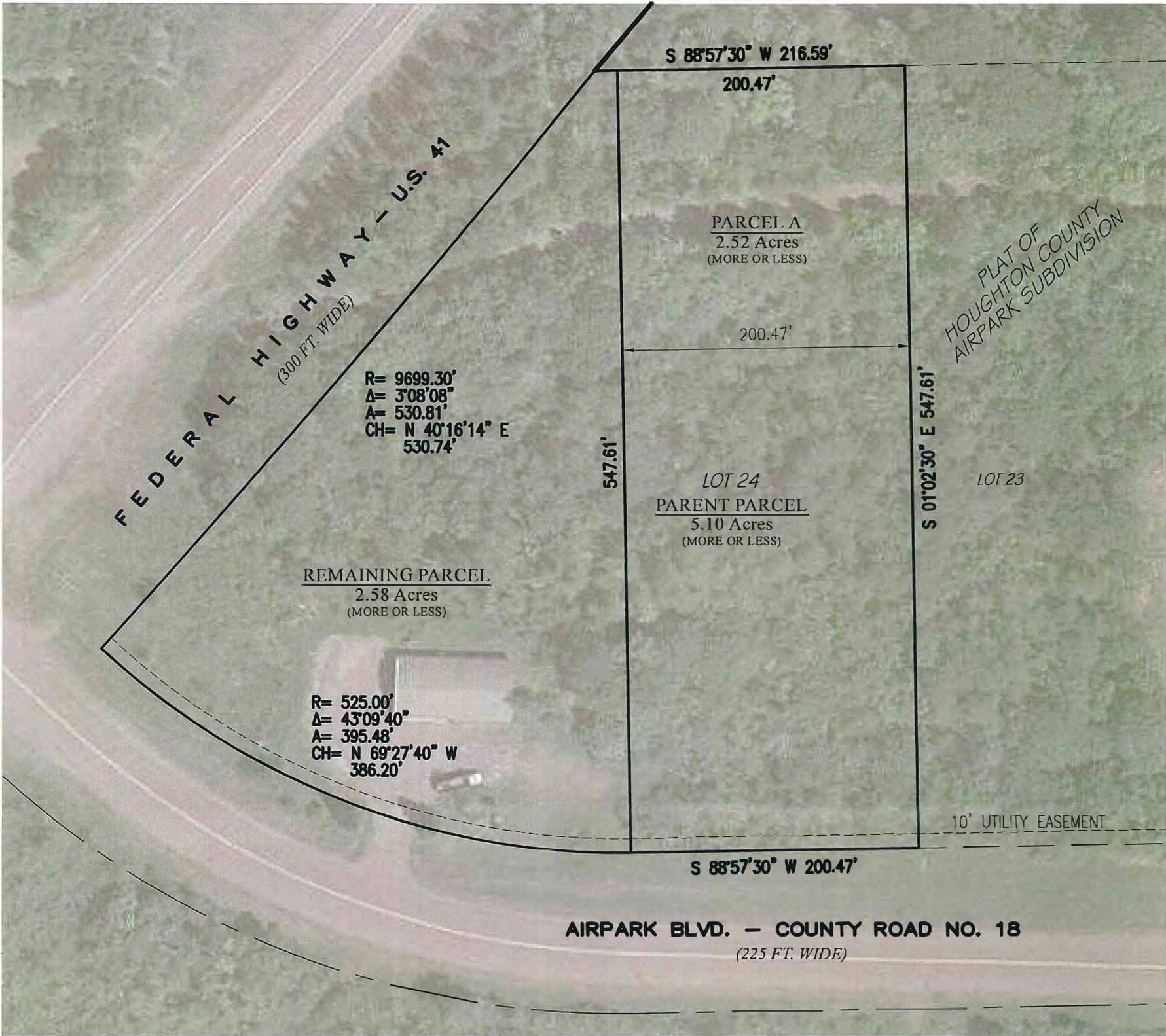
PROJECT #: DATE: REVISION: SHEET 2 OF 2	21-088 JUNE 20, 2024	CLIENT: MOYLE CONSTRUCTION PART OF LOTS 18-21 HOUGHTON COUNTY AIRPARK FRANKLIN TOWNSHIP HOUGHTON COUNTY, MICHIGAN	CHN SURVEYING	
			19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM	

SKETCH & DESCRIPTION

*BEARINGS ARE BASED ON HOUGHTON
COUNTY AIRPARK SUBDIVISION

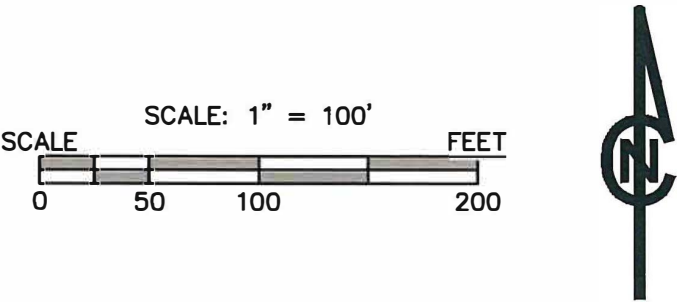
Exhibit C

NOTE: NOT SURVEYED

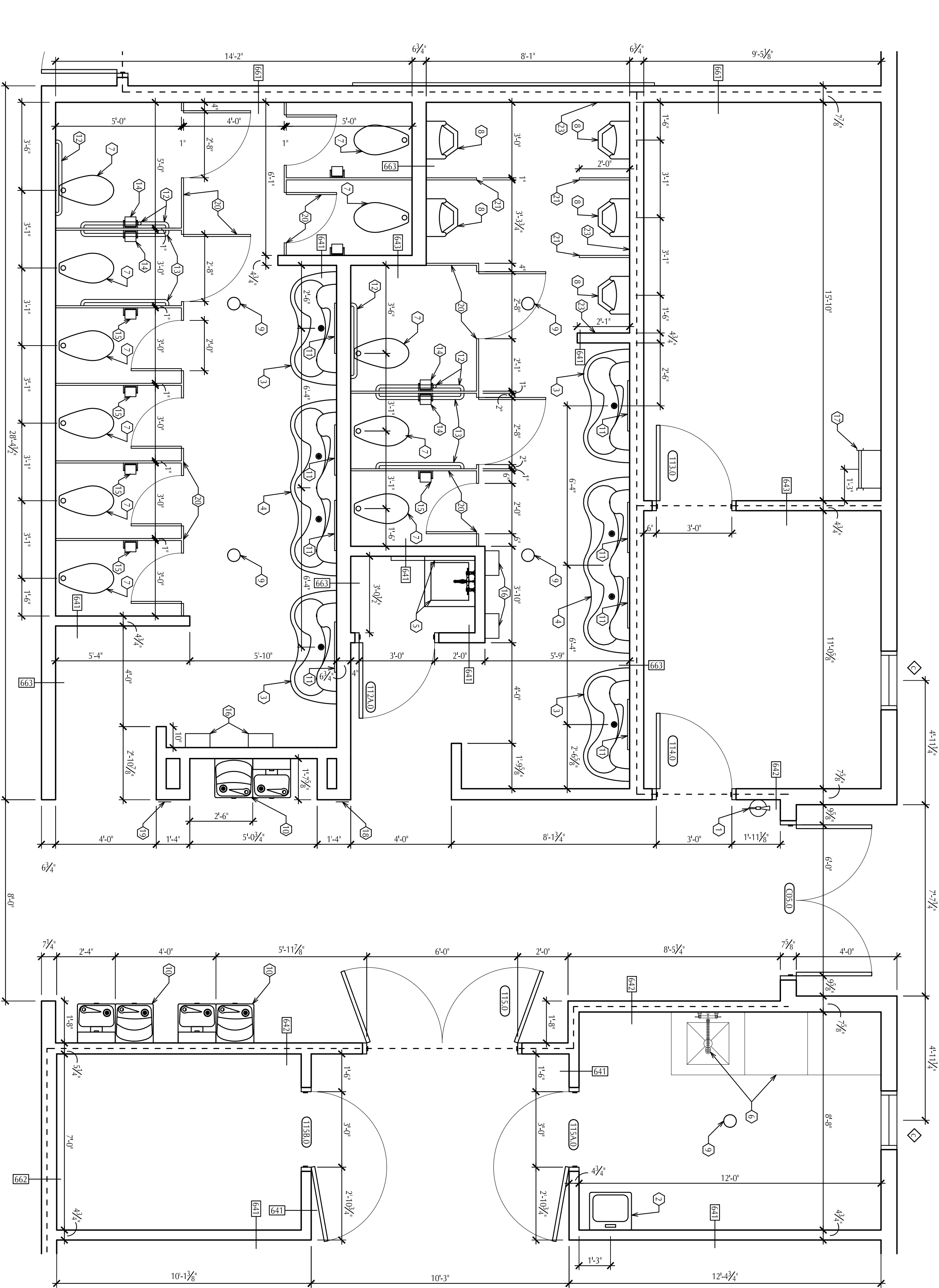
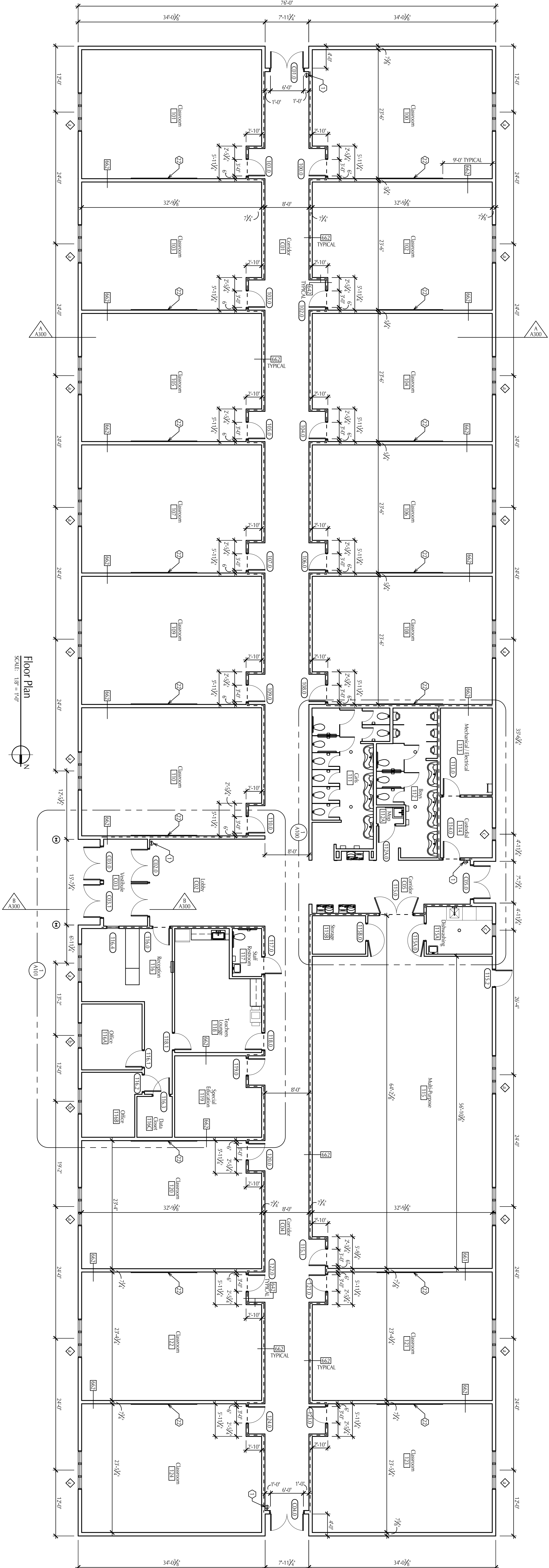


PARCELA (Not Surveyed)

The East 200.47 feet of Lot 24, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 2.47 Acres more or less.



PROJECT #: 21-083 DATE: DECEMBER 15, 2021 REVISION: SHEET 1 of 1	CLIENT: MOYLE LOT 24, HOUGHTON COUNTY AIRPARK SUBDIVISION, FRANKLIN TOWNSHIP, HOUGHTON COUNTY, MICHIGAN	CHN SURVEYING	
		19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM	



Keynotes	
1.	44-080C, rated dry chemical fire extinguisher on wall bracket.
2.	Wall hung laundry per plumbing drawings.
3.	Three stainless steel hand sanitizer dispensers per plumbing drawings.
4.	Three stainless wall hung tissue dispensers per plumbing drawings.
5.	Map sink per plumbing. Provide stainless steel wall guards on both walls and wall mounted soap dispenser.
6.	Hand sanitizer with per plumbing.
7.	Wall hung towel rack per plumbing.
8.	Hand hung towel per plumbing.
9.	1172 stainless steel grab bars, wall hung water cooler with bottle filler.
10.	1172 stainless steel grab bars, Mount at 3'-4" A.F.L. Provide 30" long bar behind water cooler mounted 1' from front wall and 4' from rear wall.
11.	1172 stainless steel grab bars, Mount at 3'-4" A.F.L. Provide 30" long bar behind water cooler mounted 1' from front wall and 4' from rear wall.
12.	1172 stainless steel grab bars, Mount at 3'-4" A.F.L. Provide 42" bar on each wall of ambulatory accessible stall.
13.	1172 stainless steel grab bars, Mount at 3'-4" A.F.L. Provide 42" bar on each wall of ambulatory accessible stall.
14.	1172 stainless steel grab bars, Mount at 3'-4" A.F.L. Provide 42" bar on each wall of ambulatory accessible stall.
15.	1172 stainless steel grab bars, Mount at 3'-4" A.F.L. Provide 42" bar on each wall of ambulatory accessible stall.
16.	Hand dryer mounted with controls at 4' A.F.L.
17.	Hand sanitizer dispenser, Mount 32" from back wall to centerline of dispenser, mount with top of unit at 12' A.F.L.
18.	Hand sanitizer dispenser, Mount 32" from back wall to centerline of dispenser, mount with top of unit at 12' A.F.L.
19.	Hand sanitizer dispenser, Mount 32" from back wall to centerline of dispenser, mount with top of unit at 12' A.F.L.
20.	Hand sanitizer dispenser, Mount 32" from back wall to centerline of dispenser, mount with top of unit at 12' A.F.L.
21.	Hand sanitizer dispenser, Mount 32" from back wall to centerline of dispenser, mount with top of unit at 12' A.F.L.
22.	Hand sanitizer dispenser, Mount 32" from back wall to centerline of dispenser, mount with top of unit at 12' A.F.L.
23.	Hand sanitizer dispenser, Mount 32" from back wall to centerline of dispenser, mount with top of unit at 12' A.F.L.

1. See enlarged plans on A100 and A101 for additional detail.

Moyle Construction
Copper Island Academy

Floor Plan

ISSUED FOR:	Client Review	4-2-2021
	Client Review	4-7-2021
	Client Review	4-22-2021

NORTHERN
DESIGN
WORKS

A100

PROJECT NO. 2118

420 RAIL STREET - NICHOLINE, MI 49866 906-475-6616
COPYRIGHT 2021 - NORTHERN DESIGN WORKS

Keynotes

1. (14) two tier steel lockers, 6'0" high x 1'5" wide x 1'2" deep.
2. (15) two tier steel lockers, 6'0" high x 1'5" wide x 1'2" deep.
3. Semi-recessed fire extinguisher cabinet with 4x80R.C. and fire extinguisher.
4. Install brackets per manufacturer's shop drawings.
5. Walls with dashed lines are smoke partitions. Seal all penetrations with acoustic sealant.
6. 40" high x 1'2-0" wide white board with tray. Mount 24" a.t.f. to bottom.
7. 1/2" thick wood panel sheathing the face of wall in vestibule. Attach to studs with corrugated brick ties 16" x 16" pattern.

General Notes

1. Light lines indicate existing work to remain. Dashed lines indicate new work.
2. Field verify all dimensions and clearances before beginning construction.

Moyle Construction
Copper Island Academy
Middle School Classrooms

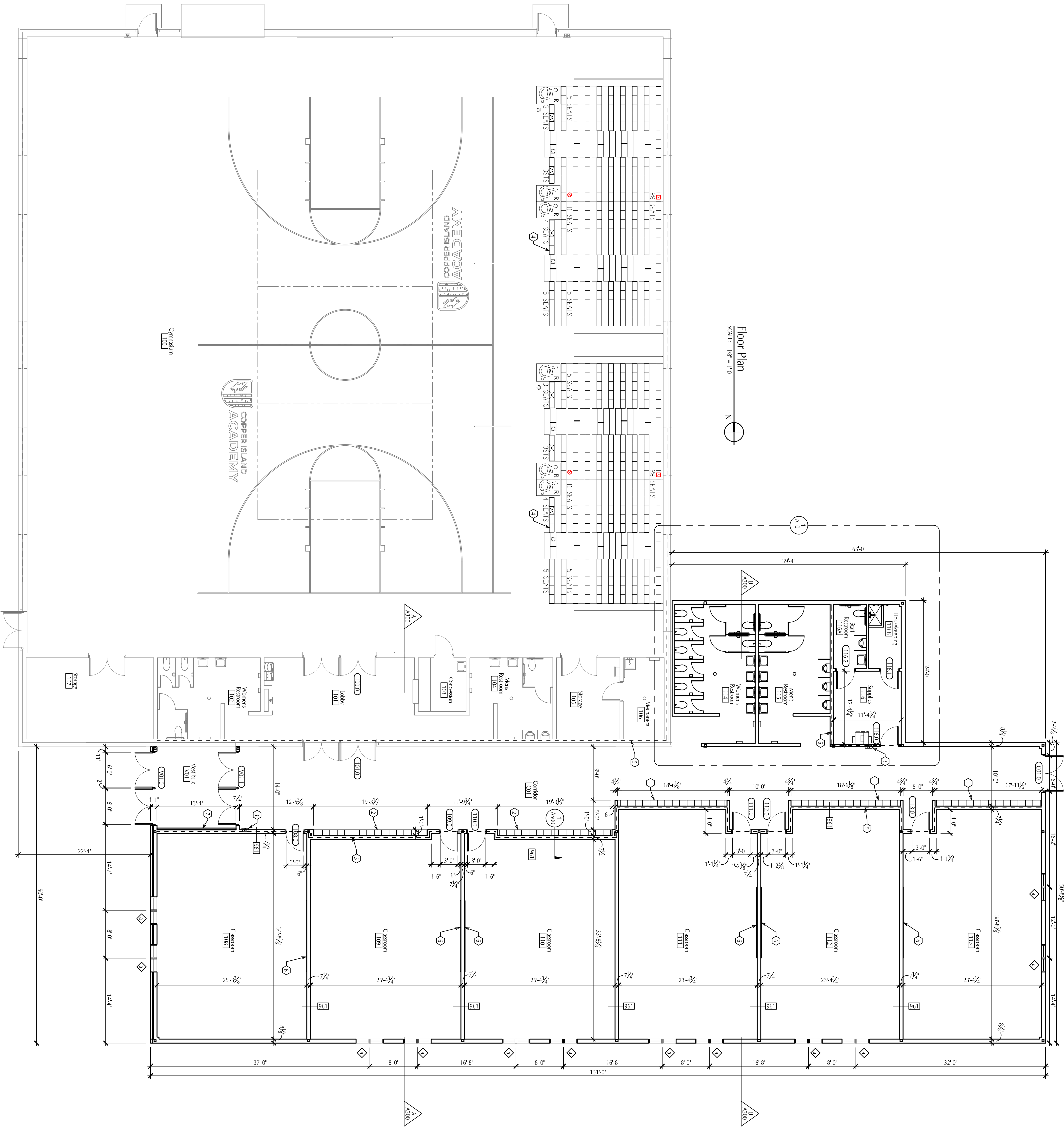
Floor Plan

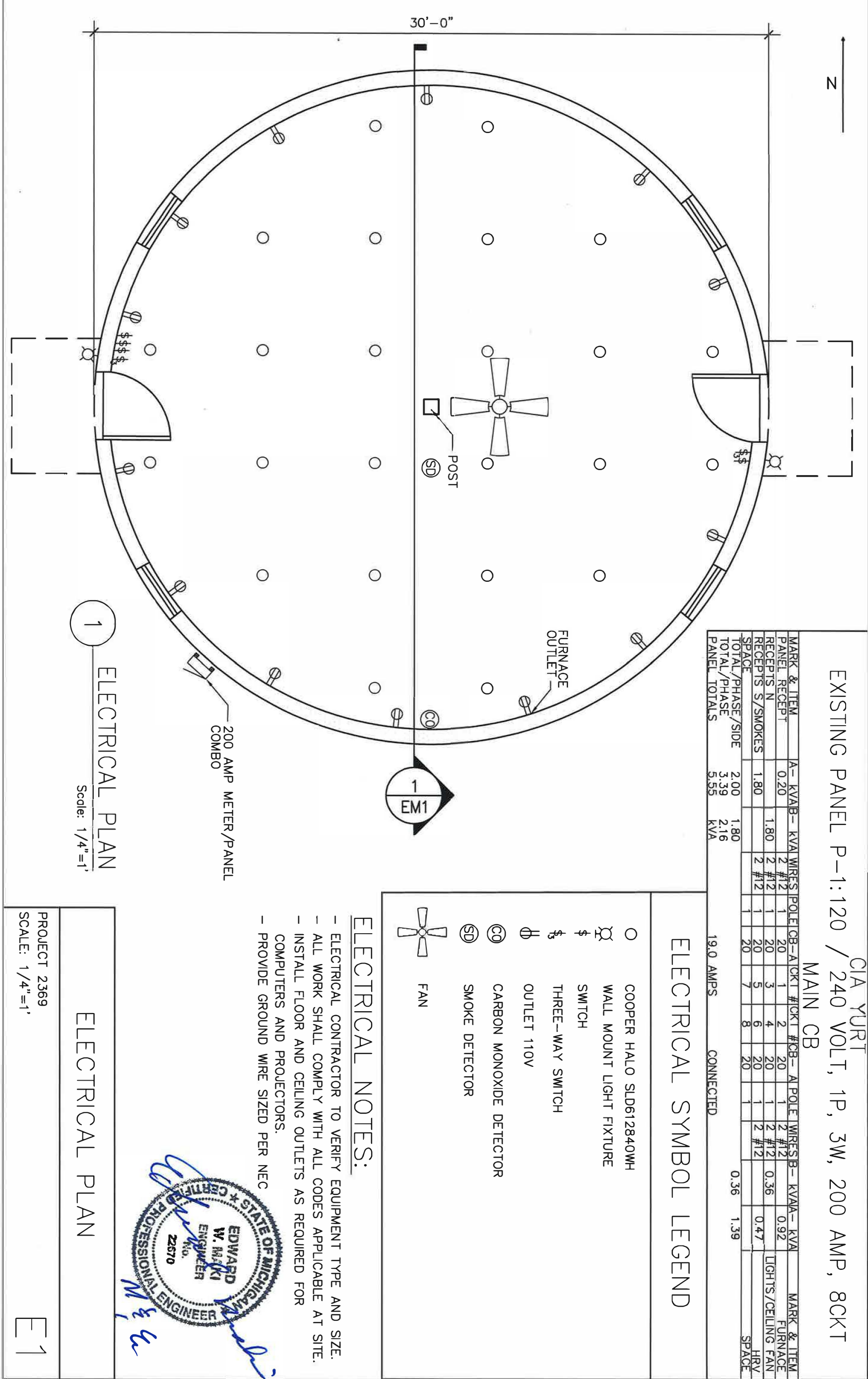
ISSUED FOR:	Schematic Design	3-25-2024
	Revised Floor Plan	4-1-2024
	Client Review	5-2-2024
	Construction	5-8-2024



420 RAIL STREET - NECA/UNEE, MI 49866 906-475-6616
COPYRIGHT 2024 - NORTHERN DESIGN WORKS

Floor Plan
SCALE: 1/8" = 1'-0"





Fifth Amendment to Lease

This Fifth Amendment (Amendment No. 5") to the Lease is made and entered into as of 10th day of September 2024 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913 (the "Demised Premises"); and

WHEREAS, LESSOR and LESSEE have amended the Lease with the First Amendment ("Amendment No. 1") on September 28, 2022, the Second Amendment ("Amendment No. 2") on September 1, 2023, the Third Amendment ("Amendment No. 3") on February 29, 2004, and the Fourth Amendment ("Amendment No. 4") on April 1, 2024.

WHEREAS, LESSOR and LESSEE desire to amend the Demised Premises to add approximately 8,537 square feet rentable square feet of space (the "Middle School Expansion"); and

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to amend the Lease as follows:

1. DEMISED PREMISES: From and after the Middle Expansion Commencement Date (as defined below), the Demised Premises shall be deemed to include the Middle School Expansion. For all purposes the term, "Demised Premises" as used in the Lease, and amended by Amendment No. 1 and Amendment No. 4, shall thereafter be deemed to include a total of 49,645 rentable square feet. Exhibit F is incorporated herein by reference and shall become part of the Lease.
2. MIDDLE SCHOOL EXPANSION COMMENCEMENT DATE: The "Middle School Expansion Commencement Date" shall be agreed upon as November 1, 2024
3. RENT: The Rent table, as amended by Amendment No. 1 and Amendment No. 4, shall be deleted and replaced with the table below. The parties agree that the Rent per the table below shall commence on the Middle School Expansion Commencement Date and continue through the date Lessee quits the Demised Premises in the manner described in the Lease. The parties agree that LESSEE will be on Payment number 38 as of the Middle School Expansion Commencement Date.

	Annual Rent	Monthly Rent
Payments 25-60:	\$759,592.00	\$83,466.00
Years 6-10	\$759,592.00	\$83,466.00
Years 11-20	\$804,556.00	\$87,213.00

1 of 4 

All other portions of Section 3, Rent, of the Lease remain the same.

4. **PURCHASE OPTION:** The second paragraph (indented) of Section 4, Purchase Option, of the Lease, as amended by Amendment No. 1 and Amendment No. 4, shall be deleted in its entirety and replaced with the language below:

Balance of LESSOR'S debt on real estate (debt) + any money owed to LESSOR (rent or advances made by LESSOR) + 2,321,614.00 (cash equity) + \$525,000.00 (fixed appreciation amount), but in no event shall the price to purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the LESSEE or LESSEE shall be designated by the appraiser as able to fully rely on such appraisal.

5. **NO FUTHER MODIFICATION:** Except as hereby amended by this Amendment No. 5, the Lease, as previously amended by Amendments No. 1, No. 2, No. 3, and No. 4, shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment No. 5, the terms of this Amendment shall control.

6. **DEFINITIONS:** Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.

7. **AUTHORITY:** LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.

8. **EXECUTION:** The parties agree that this Amendment No. 5 may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall be constitute a binding amendment. This Amendment No. 5 may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.

9. The Lease and Amendments No. 1, No. 2, No. 3, No. 4, and No. 5 shall be collectively referred to as the "Lease".

[Signatures on Following Page]

2/24 AM

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 5 as of the date set forth above.

LESSOR:

Copper Island Real Estate, LLC



By: Andy Moyle
Its: Manager

LESSEE:

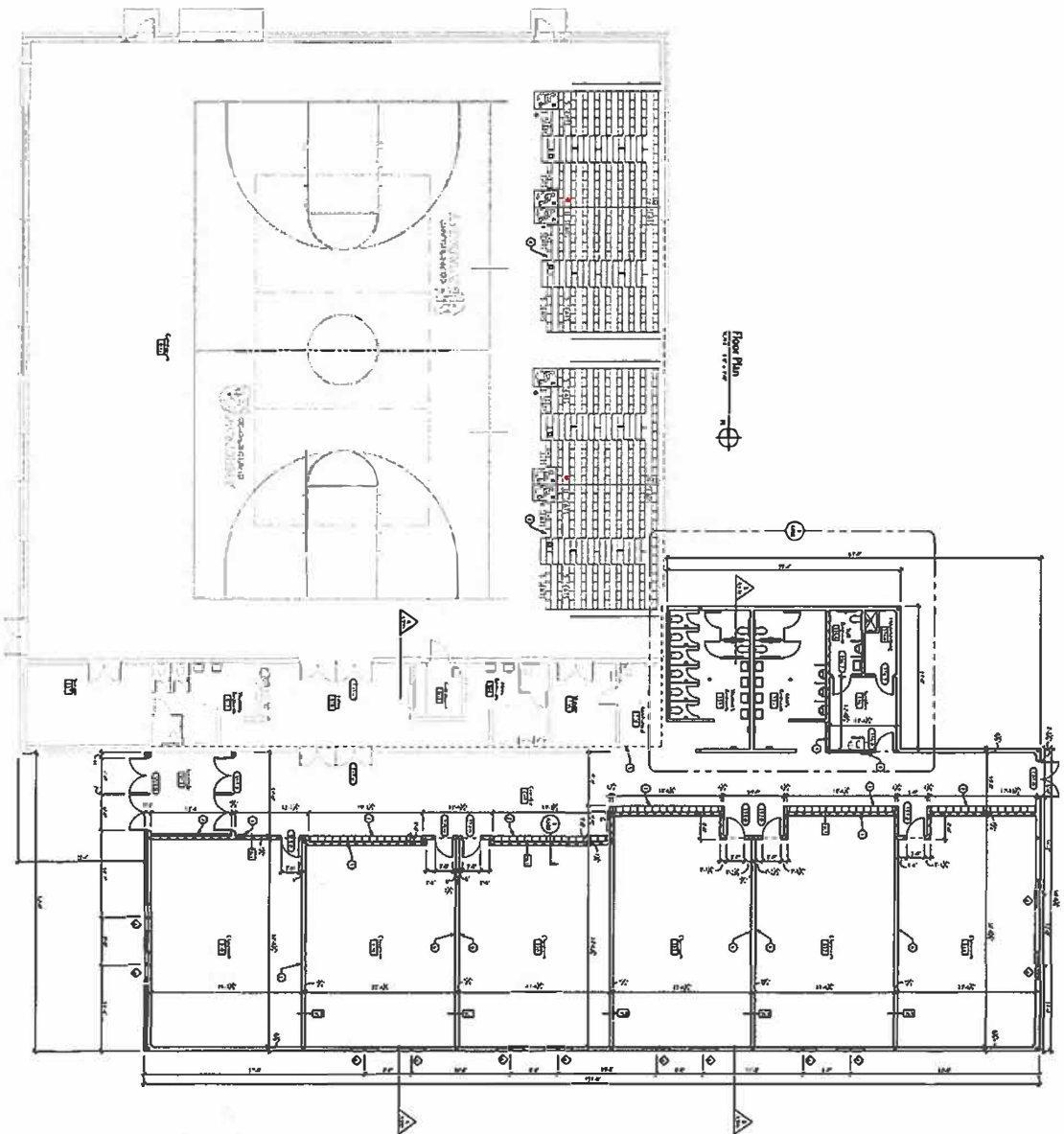
Copper Island Academy



By: Josh Loukus
Its: Board President



4084
 4085



Keynotes

1. See notes on page 10 for details of the 10' x 10' grid.
2. See notes on page 10 for details of the 10' x 10' grid.
3. See notes on page 10 for details of the 10' x 10' grid.
4. See notes on page 10 for details of the 10' x 10' grid.
5. See notes on page 10 for details of the 10' x 10' grid.
6. See notes on page 10 for details of the 10' x 10' grid.
7. See notes on page 10 for details of the 10' x 10' grid.
8. See notes on page 10 for details of the 10' x 10' grid.
9. See notes on page 10 for details of the 10' x 10' grid.
10. See notes on page 10 for details of the 10' x 10' grid.

General Notes

1. See notes on page 10 for details of the 10' x 10' grid.
2. See notes on page 10 for details of the 10' x 10' grid.
3. See notes on page 10 for details of the 10' x 10' grid.
4. See notes on page 10 for details of the 10' x 10' grid.
5. See notes on page 10 for details of the 10' x 10' grid.
6. See notes on page 10 for details of the 10' x 10' grid.
7. See notes on page 10 for details of the 10' x 10' grid.
8. See notes on page 10 for details of the 10' x 10' grid.
9. See notes on page 10 for details of the 10' x 10' grid.
10. See notes on page 10 for details of the 10' x 10' grid.

Moyle Construction
 Copper Island Academy
 Middle School Classrooms

Floor Plan

DESIGNER: Moyle Construction, Inc.
 DATE: 10/1/2014
 DRAWN BY: [Name]
 CHECKED BY: [Name]

NORTHERN
DESIGN
WORKS
AI00
 PROJECT NO. 1006

43800 TINEI - HICKORY LAKE ROAD - 1006-15-0000
 10/1/2014

Fourth Amendment to Lease

This Fourth Amendment ("Amendment No. 4") to the Lease is made and entered into as of 1st day of April 2024 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913 (the "Demised Premises"); and

WHEREAS, LESSOR and LESSEE have amended the Lease with the First Amendment ("Amendment No. 1") on September 28, 2022, the Second Amendment ("Amendment No. 2") on September 1, 2023, and the Third Amendment ("Amendment No. 3") on February 29, 2024.

WHEREAS, LESSOR and LESSEE desire to amend the Demised Premises to add the gymnasium, approximately 13,420 square feet rentable square feet of space (the "Expansion Premises"); and

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to amend the Lease as follows :

1. DEMISED PREMISES: From and after the expansion Commencement Date (as defined below), the Demised Premises shall be deemed to include the Expansion Premises. For all purposes the term, "Demised Premises" as used in the Lease, and amended by Amendment No. 1 shall be deemed to include a total of 41,108 rentable square feet. Exhibit E is incorporated herein by reference and shall become part of the Lease.
2. EXPANSION COMMENCEMENT DATE: The "Expansion Commencement Date" shall be agreed upon as April 1, 2024.
3. RENT: The Rent Table, as amended by Amendment No. 1, shall be deleted and replaced with the Table below. The parties agree that Rent per the Table below shall commence on the Expansion Commencement Date and continue through the date Lessee quits the premises in the manner described in the Lease. The parties agree that LESSEE is on Payment number 30 as of the Expansion Commencement Date.

	Annual Rent	Monthly Rent
Payments 30-60:	\$737,592.00	\$61,466.00
Years 6-10	\$737,592.00	\$61,466.00
Years 11-20	\$782,556.00	\$65,213.00

All other portions of Section 3, Rent, of the Lease remain the same.

4. PURCHASE OPTION: The second paragraph (indented) of Section 4, Purchase Option, of the Lease as amended by Amendment No. 1, shall be deleted in its entirety and replaced with the language below :

Balance of LESSOR'S debt on real estate (debt) + any money owed to LESSOR (rent or advances made by LESSOR) + 1,818,614.00 (cash equity) + \$525,000.00 (fixed appreciation amount), but in no event shall the price to the purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the LESSEE or LESSEE shall be designated by the appraiser as able to fully rely on such appraisal.
5. NO FUTHER MODIFICATION: Except as hereby amended by this Amendment No. 4, the Lease, as previously amended by Amendments No. 1, No. 2, and No. 3 shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of Amendment No. 4, the terms of this Amendment shall control.
6. DEFINITIONS: Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
7. AUTHORITY: LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
8. EXECUTION: The parties agree that this Amendment No. 4 may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall be constitute a binding amendment. This Amendment No. 4 may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.
9. The Lease and Amendments No. 1, No. 2, No. 3 and No. 4 shall be collectively referred to as the "Lease".

[Signatures on Following Page]

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 4 as of the date set forth above.

LESSOR:

Copper Island Real Estate, LLC



By: Andy Moyle

Its: Manager

LESSEE:

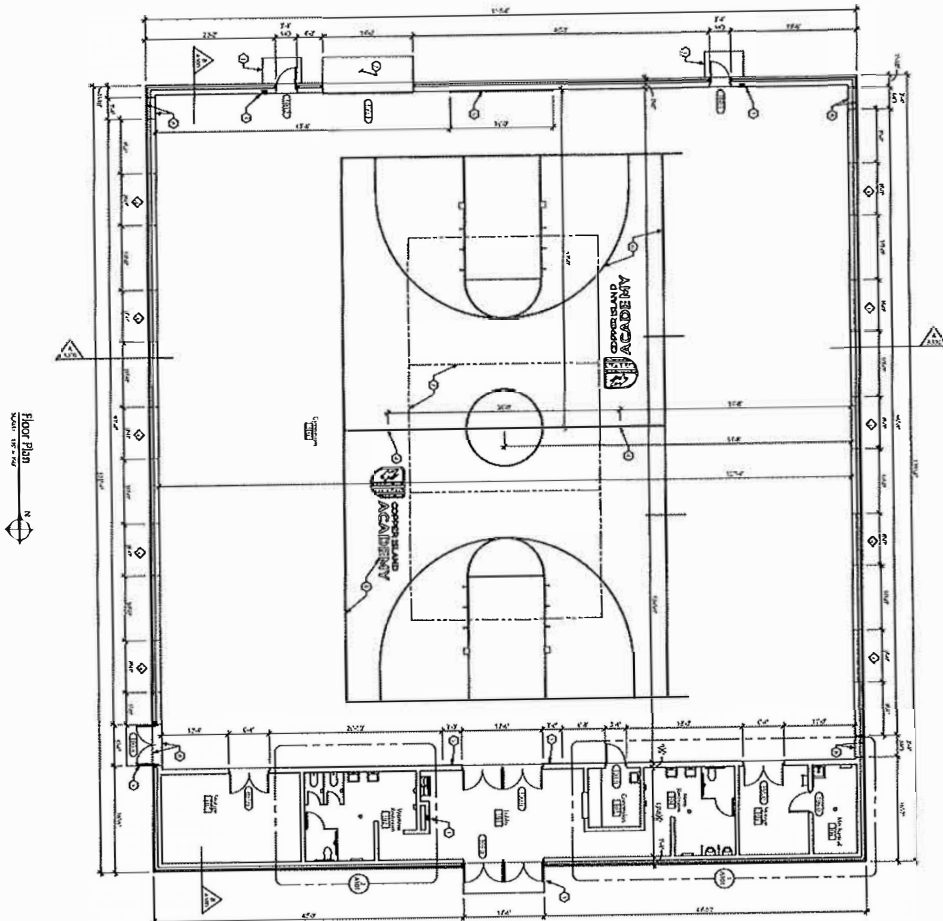
Copper Island Academy



By: Josh Loukus

Its: Board President

Exhibit E



Keynotes

1. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
2. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
3. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
4. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
5. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
6. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
7. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
8. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
9. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.
10. All dimensions are approximate. Verify all dimensions with the architect and the owner before construction.

General Notes

1. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
2. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
3. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
4. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
5. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
6. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
7. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
8. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
9. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).
10. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the latest edition of the International Energy Conservation Code (IECC).

Moyle Construction
Copper Island Academy
Gymnasium Building

Floor Plans

Schematic Drawing
Foundation Plan
Construction

NORTHERN
DESIGN
WORKS
A100
PROJECT NO. 2305

425 BELL STREET - SEASIDE, NJ 08063
908-777-6616
EXPANDED 3RD - NORTHERN DESIGN WORKS

Third Amendment to Lease

This Third Amendment ("Amendment No. 3") to the Lease is made and entered into as of 29th day of February 2024 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913, (the "Demised Premises"); and

WHEREAS, LESSOR and LESSEE have amended the Lease with the First Amendment ("Amendment No. 1") on September 28, 2022, and the Second Amendment ("Amendment No. 2") on September 1, 2023;


WHEREAS, LESSOR and LESSEE desire to amend the Demised Premises to include vacant property from Lot 18, approximately 1.82 acres, as shown on Exhibit D.

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to amend the Lease as follows :

1. **DEMISED PREMISES:** This provision, as amended by Amendment No. 2, is amended to include the deletion and addition of the following language in bold: "The Demised Premises shall include 1.86 acres on Lot 21 as shown in Exhibit B, and 2.47 acres on Lot 24 as shown in Exhibit C, and 1.82 acres on Lot 18 as shown in Exhibit D, for approximately a total acreage of 6.15 ~~4.38~~ acres. Exhibit D is incorporated herein by reference and shall become part of the Lease."
2. **NO FUTHER MODIFICATION:** Except as hereby amended by this Amendment No. 3, the Lease, as previously amended by Amendments No. 1 and No. 2, shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of Amendment No. 3, the terms of this Amendment shall control.
3. **DEFINITIONS:** Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
4. **AUTHORITY:** LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
5. **EXECUTION:** The parties agree that this Amendment No. 3 may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall be constitute a binding amendment. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment No. 3 as of the date set forth above.

LESSOR: Copper Island Real Estate, LLC


By: Andy Moyle

Its: Manager

LESSEE: Copper Island Academy


By:

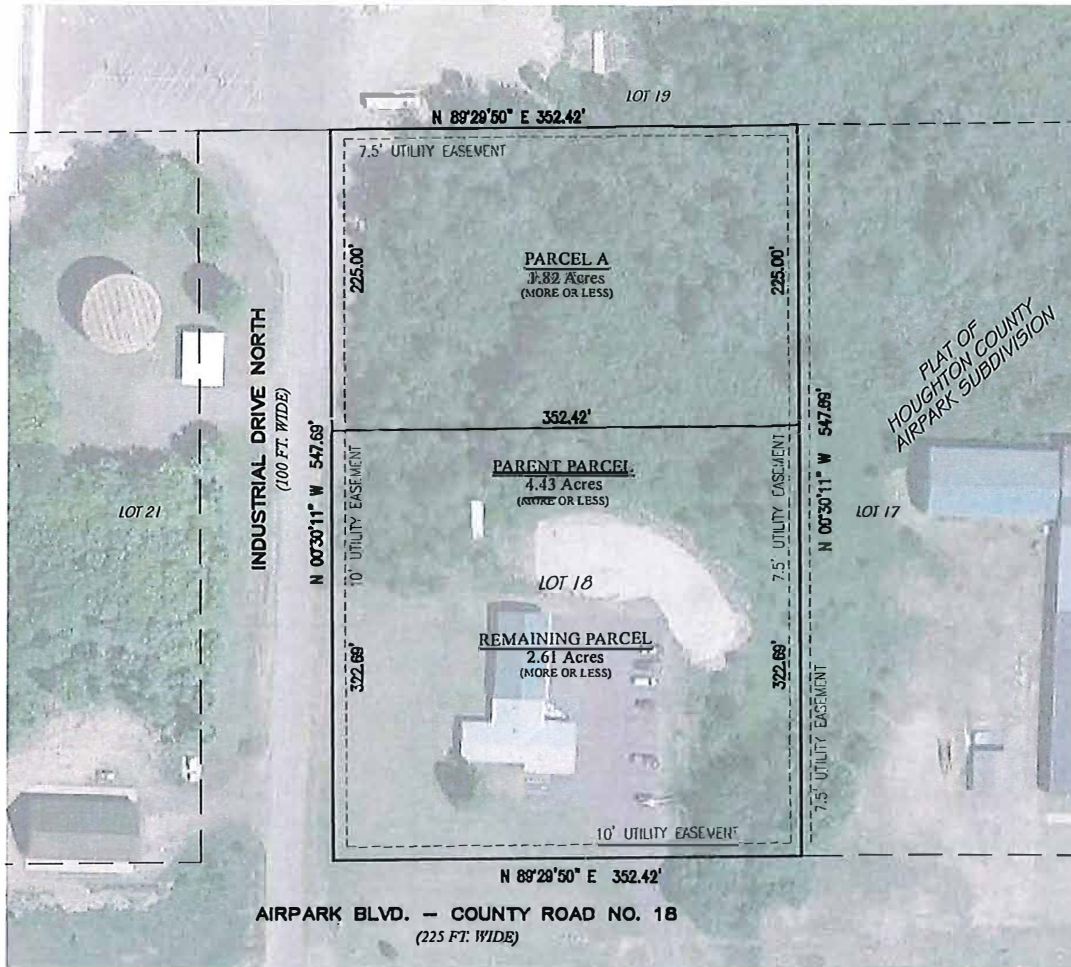
Its:

SKETCH & DESCRIPTION

Exhibit D

*BEARINGS ARE BASED ON HOUGHTON COUNTY AIRPARK SUBDIVISION

NOTE: NOT SURVEYED



PARENT PARCEL (Not Surveyed)

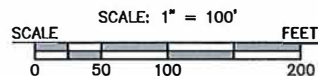
Lot 18, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 4.43 Acres more or less.

PARCEL A (Not Surveyed)

The North 225 feet of Lot 18, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 1.82 Acres more or less.

REMAINDER PARCEL (Not Surveyed)

Lot 18, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan, EXCEPT The North 225 feet thereof. Containing 2.61 Acres more or less.



PROJECT #:	CLIENT: MOYLE	CHN SURVEYING
DATE:	LOT 18, HOUGHTON COUNTY	19582 McKinley St.
REVISION:	AIRPARK SUBDIVISION, FRANKLIN	Hancock, MI 49930
	TOWNSHIP, HOUGHTON COUNTY,	(906) 281-3468
	MICHIGAN	CHNSURVEYING@GMAIL.COM
SHEET 1 OF 1		

Second Amendment to Lease

This Second Amendment ("Amendment") to the Lease is made and entered into effective as of 1st day of September 2023 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913, (the "Demised Premises"); and


WHEREAS, LESSOR and LESSEE desire to expand the Demised Premises to include vacant property on Lots 21 and 24 for the total acreage of approximately 4.38 acres as shown on Exhibit B and Exhibit C.

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to incorporate the following into the Lease into only the relevant sections:

1. DEMISED PREMISES: This provision is amended to include the following language: *"The Demised Premises shall include 1.86 acres on Lot 21 as shown in Exhibit B, and 2.47 acres on Lot 24 as shown in Exhibit C for a total acreage of 4.38 acres. Exhibit B and Exhibit C are incorporated herein by reference and shall become part of the Lease."*
2. NO FUTHER MODIFICATION: Except as hereby amended, the Lease shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.
3. DEFINITIONS: Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
4. AUTHORITY: LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
5. EXECUTION: The parties agree that this Amendment may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall be constitute a binding amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.
6. The Lease, the First and Second Amendments shall be collectively referred to as the "Lease".

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the date set forth above.

LESSOR:
Copper Island Real Estate, LLC


By: Andy Moyle
Its: Manager

LESSEE:
Copper Island Academy

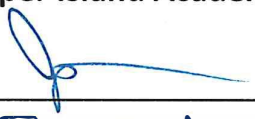
By: _____
Its: _____

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the date set forth above.

LESSOR:
Copper Island Real Estate, LLC

By: Andy Moyle
Its: Manager

LESSEE:
Copper Island Academy



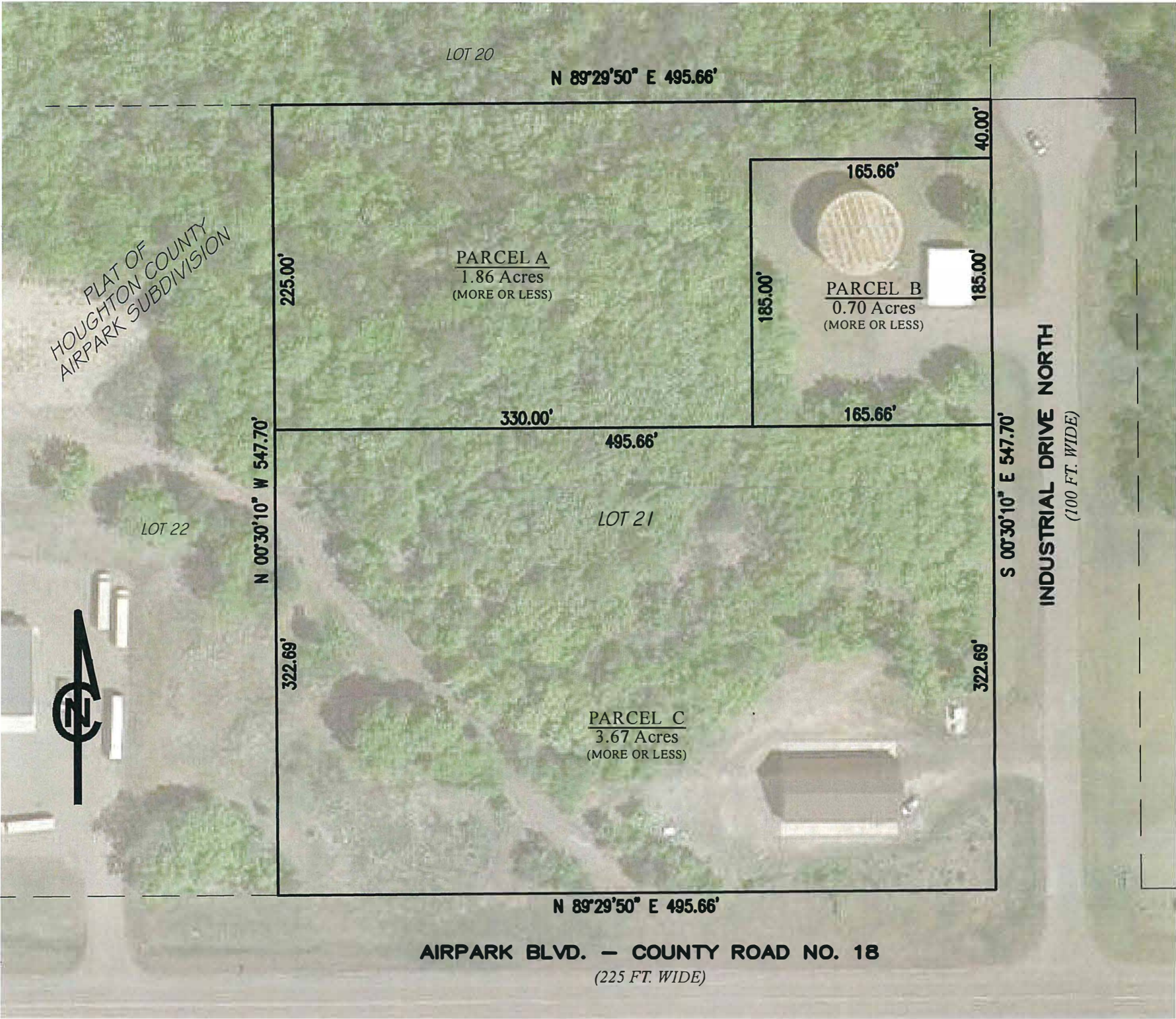
By: Josh Loukas Ph.D.
Its: Board President

SKETCH & DESCRIPTION

*BEARINGS ARE BASED ON HOUGHTON
COUNTY AIRPARK SUBDIVISION

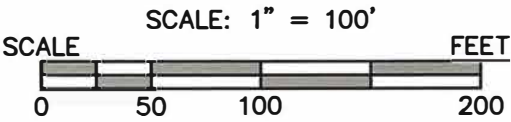
Exhibit B

NOTE: NOT SURVEYED



PARCELA (Not Surveyed)

The North 40.00 feet of the East 165.66 feet of Lot 21 and the North 225.00 feet of the West 330.00 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 1.86 Acres more or less.



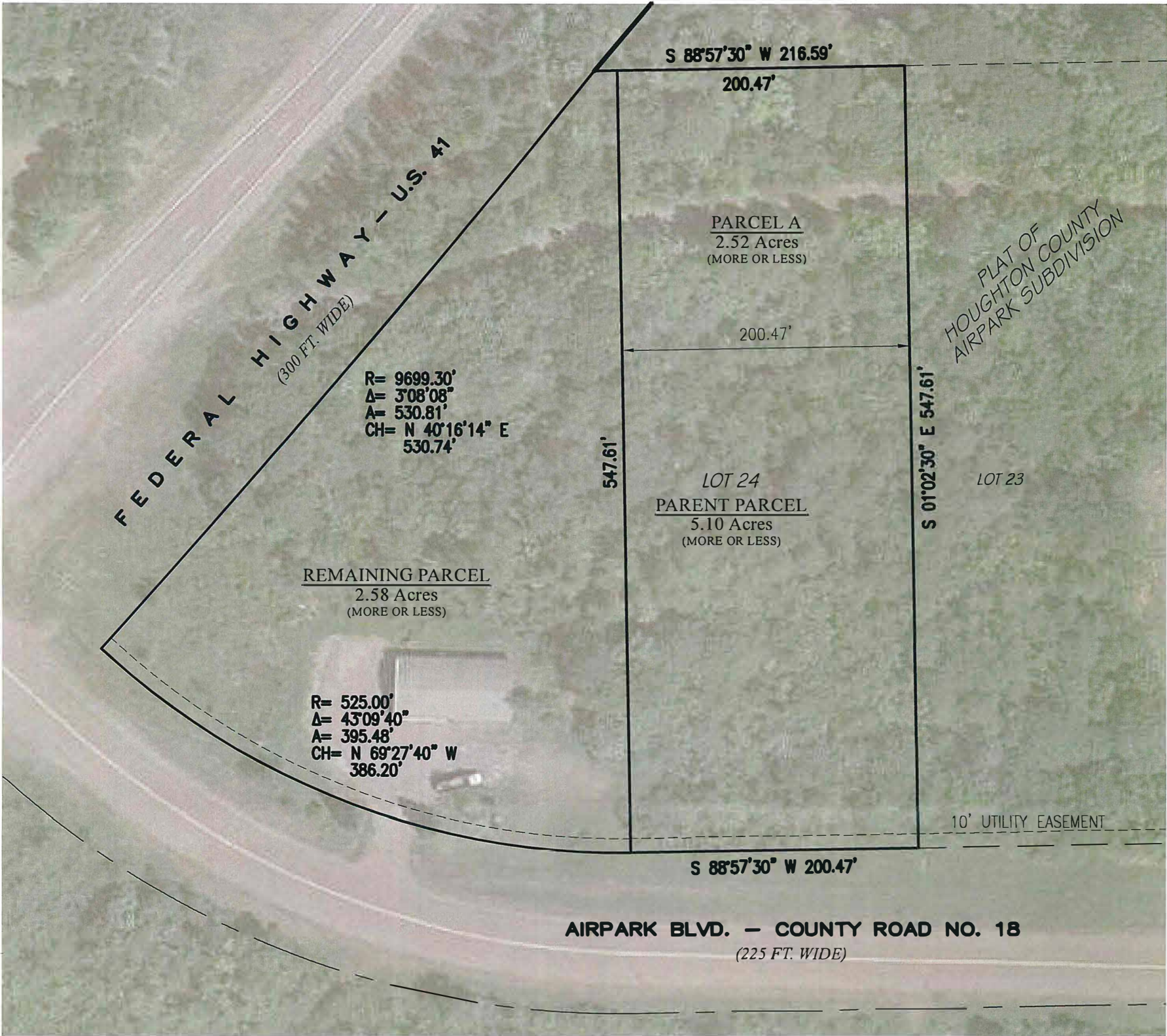
PROJECT #: DATE: REVISION: SHEET 1 OF 1	21-084 OCTOBER 18, 2021 MAY 14, 2023	CLIENT: MOYLE LOT 21, HOUGHTON COUNTY AIRPARK SUBDIVISION, FRANKLIN TOWNSHIP, HOUGHTON COUNTY, MICHIGAN	CHN SURVEYING	
			19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM	

SKETCH & DESCRIPTION

*BEARINGS ARE BASED ON HOUGHTON
COUNTY AIRPARK SUBDIVISION

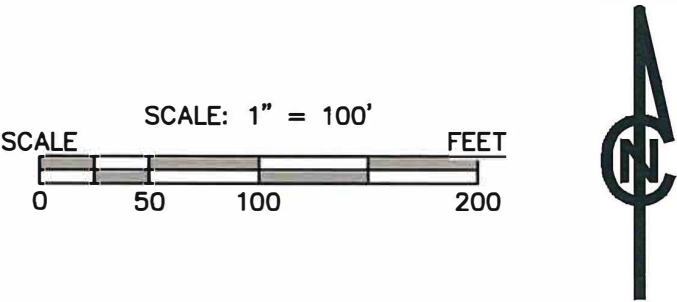
Exhibit C

NOTE: NOT SURVEYED



PARCELA (Not Surveyed)

The East 200.47 feet of Lot 24, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 2.47 Acres more or less.



PROJECT #: 21-083 DATE: DECEMBER 15, 2021 REVISION: SHEET 1 of 1	CLIENT: MOYLE LOT 24, HOUGHTON COUNTY AIRPARK SUBDIVISION, FRANKLIN TOWNSHIP, HOUGHTON COUNTY, MICHIGAN	CHN SURVEYING	
		19582 McKinley St. Hancock, MI 49930 (906) 281-3468 CHNSURVEYING@GMAIL.COM	

First Amendment to Lease

This First Amendment ("Amendment") to the Lease is made and entered into effective as of the 28th day of September 2022 ("Effective Date") by and between Copper Island Real Estate, LLC ("LESSOR") and Copper Island Academy ("LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease dated September 14, 2021 (the "Lease") for the premises situated at 52125 Industrial Drive North, Calumet, MI 49913, containing approximately 21,000 square feet of building space, site improvements and associated real estate (the "Existing Premises"); and

WHEREAS, LESSOR and LESSEE desire to expand the Existing Premises to include approximately 6,688 rentable square feet of space (the "Expansion Premises"); and

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree to incorporate the following into the Lease into only the relevant sections:

1. EXPANSION PREMISES Shall be Demised Premises: From and after the expansion Commencement Date (as defined below), the Existing Premises shall be deemed to include the Expansion Premises for all purposes and the term, "Demised Premises" as used in the Lease and herein shall thereafter be deemed to mean the Existing Premises and the Expansion Premises containing a total of 27,688 rentable square feet.
2. EXPANSION COMMENCEMENT DATE: The "Expansion Commencement Date" shall be the date the Expansion Premises is turned over to LESSEE which shall be no later than November 1st.
3. RENT FOR DEMISED PREMISES: Commencing on the 1st of the month following the Expansion Commencement Date and continuing through the date Lessee quits the premises in the manner described in the Lease, LESSEE shall pay Rent for the Demised Premises as set forth in the Table below. The parties agree that Lessee is on Payment number 15 as of the Expansion Rent Commencement Date.

	Annual Rent	Monthly Rent
Payments TBD -20:	\$331,500.00	\$27,625.00
Payments 21-24:	\$331,500.00	\$35,216.00
Payments 25-60:	\$449,592.00	\$37,466.00
Years 6-10	\$449,592.00	\$37,466.00

Years 11-20	\$494,556.00	\$41,213.00

All options to renew for a Renewal Lease Period as described in Section 2 existing in the Lease remain, the rental structure, including increases effective with the exercise of each Renewal Option, from Section 3, is now replaced by schedule above. All other portions of Section 3 remain the same.

4. **PURCHASE OPTION.** Paragraph 4 of the Lease, Purchase Option, shall be modified as to the calculation of purchase price as follows:

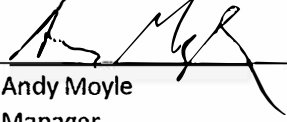
Balance of Lessor's debt on real estate (debt) + any money owed to Lessor (rent or advances made by Lessor) + \$1,057,640 (cash equity) + \$525,000 (fixed appreciation amount), but in no event shall the price to purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the Lessee or Lessee shall be designated by the appraiser as able to fully rely upon such appraisal.

5. **NO FURTHER MODIFICATION:** Except as hereby amended, the Lease shall remain unchanged and in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.
6. **DEFINITIONS:** Capitalized terms used herein but not otherwise defined herein shall have the meaning given to them in the Lease.
7. **AUTHORITY:** LESSOR and LESSEE represent and warrant to the other that the person signing this Amendment on its behalf has the requisite power and authority to do so.
8. **EXECUTION:** The parties agree that this Amendment may be transmitted between them electronically and the parties intend that an electronically transmitted copy of this Amendment containing either the original and/or copies of the signature of all parties shall constitute a binding amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original agreement and all of which when taken together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the date set forth above.

LESSOR:

Copper Island Real Estate, LLC


By: Andy Moyle
Its: Manager

LESSEE:

Copper Island Academy

josh loukus

By: Josh Loukus
Its: Board President

Signature: 
[josh loukus \(Nov 8, 2022 16:15 EST\)](#)
Email: josh@relinc.net

LEASE AGREEMENT

-between-

**COPPER ISLAND ACADEMY, a Michigan
Public School Academy**

-and-

**COPPER ISLAND REAL ESTATE, LLC a
Michigan limited liability company**

September 14, 2021 through June 30, 2026

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EXHIBITS

- A. Legal Description, Site Plan, Floorplan
- B. Non-Disturbance Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter called the "Agreement") is executed in two (2) duplicate originals and made as of the 14th day of September 2021 (the "Effective Date"); by and between **Copper Island Academy Real Estate, LLC, PO Box 414, Houghton, Michigan 49931** (hereinafter "Lessor") and/or assigns, and **Copper Island Academy, PO Box 126, 52125 Industrial Drive North, Calumet, MI 49913**. (hereinafter "Lessee").

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

Lessee is a Michigan public school academy and nonprofit corporation operating under a Contract to Charter a Public School Academy and related documents, issued by the Board of Trustees of Central Michigan University (the "Authorizer") with an effective date of April 26, 2021 (the "Contract").

WITNESSETH

1. **DEMISED PREMISES.** Lessor, in consideration of the covenants and agreements hereinafter contained, does hereby demise and lease to Lessee approximately 21,000 square feet of building space, site improvements and associated real estate (hereinafter the "Demised Premises"). The Demised Premises is located in Franklin Township, in Houghton County, Michigan, with an address of 52125 Industrial Drive North, Calumet, Michigan 49913. A site plan, survey, and floorplan are attached as Exhibit A.
2. **TERM.** This lease shall be for a period of 4 (four) years and 9 (nine) months, commencing on the Effective Date, September 14, 2021 (the "Lease Period") and ending June 30, 2026. Lessee shall have the right to renew this lease for 3 (three) additional 5 (five) year periods (each a "Renewal Lease Period"). The option to extend this Lease may be exercised by the Lessee by providing written or other notice to Landlord no later than 60 (sixty) days prior to expiration.

3. **RENT.** Lessee shall pay to the Lessor as rent for the Demised Premises a fixed annual rent (hereinafter the “Rent”) as follows:

<i>Payments 1-20</i>	<i>\$232,500 annually, payable in 12 equal advance monthly payments of \$19,375.00</i>
<i>Payment 21-60</i>	<i>\$323,592 annually, payable in 12 equal advance monthly payments of \$26,966.00</i>
<i>Years 6-10</i>	<i>\$323,592 annually, payable in 12 equal advance monthly payments of \$26,966.00</i>
<i>Years 11-20</i>	<i>\$355,956 annually, payable in 12 equal advance monthly payments of \$29,663.00</i>

Rent, and the obligation to pay rent, shall commence on the date which the Lessee receives its’ initial State Aid funds, a Certificate of Occupancy, or October 1st, whichever is later (the “Rent Commencement Date”). Should the Rent Commencement Date be any date other than the 1st of the month, the amount of rent due shall be pro-rated based on the actual number of days in the month from the Rent Commencement Date to the end of the month) and on the first of each month thereafter.

4. **Purchase Option.** At any time throughout the term of the Lease or any extensions or renewals thereof, so long as the Lessee is in good standing and not in default of the Lease, Lessee may purchase the Demised Premises subject to this lease upon 120 days written notice. The price at the time shall be calculated as follows:

Balance of Lessor’s debt on real estate (debt) + Any money owed to Lessor (rent or advances made by Lessor) + \$750,000 (cash equity) + \$375,000 (fixed appreciation amount), but in no event shall the price to purchase the Demised Premises be greater than the fair market value of the Demised Premises as determined by an appraiser familiar with the appraisal of school properties acceptable to both parties. The appraisal shall be certified to the Lessee or Lessee shall be designated by the appraiser as able to fully rely upon such appraisal.

5. **LATE FEES.** If Lessee fails to pay any amounts owed to Lessor within seven (7) days of the due date for such payments, a charge of 5% of the amount due will be applied to and

immediately due the Lessor. In addition, the interest on past due amounts will accrue at the rate of 1.5% per month (18% per annum), or the maximum rate allowed by the law, whichever is less.

6. **HOLDOVER.** Following the expiration of the Lease or any renewals thereof, if the Lessee continues to occupy the space without a valid term lease, the monthly rental rate shall be One-Hundred-Twenty-Five Percent (125%) of the monthly rate of the previous term and shall be terminated by either Lessor or Lessee with 30 days written notice.

7. **USE OF PREMISES.** Lessor agrees that the Demised Premises may be used for any lawful purpose. It is expressly agreed that nothing contained in this Lease Agreement shall be construed to contain a covenant either express or implied, by Lessor that the Demised Premises are suitable for the operation of any business.

8. **COMPLIANCE WITH LAWS.** Upon the commencement of the Lease Period the Lessor is responsible for ensuring that the Demised Premises is in compliance with all current public school fire and safety codes, the requirements of the Michigan Department of Licensing and Regulatory Affairs (“LARA”), and the approval of the State Fire Marshall for occupancy by students and staff, and must be in compliance with all applicable local, State and federal laws, rules, regulations and ordinances including, without limitation, all zoning ordinances, laws, rules regulations and ordinances pertaining to school building construction, being the Michigan Revised School Code, MCL 380.1 *et seq.*, the School Building Construction Code Act, MCL 388.851 *et seq.*, the Stille-Derossett-Hale Single State Construction Code Act, MCL 125.1501 *et seq.*, and the Michigan Building Code (collectively the “Construction Acts”), and must be issued a Final Certificate of Occupancy, if required by the Construction Acts. If Required, Lessor shall submit all appropriate applications to LARA, as well as any local municipalities, as required by the

Construction Acts, with Lessee's cooperation but at no cost to the Lessee, and receive all appropriate approvals prior to commencing any build out required hereunder.

Lessee agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Demised Premises and the cleanliness, safety, occupation, and use of same, including without limitation the American with Disabilities Act of 1990 42U.S.C 12101-12213 (1991), as amended. Lessee also agrees to observe all reasonable regulations and requirements of insurance underwriters concerning the use and condition of the Demised Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material, or products to accumulate on the Demised Premises. Lessee shall not do or permit anything to be done in or about the Demised Premises that will in any way use or allow the Demised Premises to be used for any improper, immoral, or unlawful purpose, nor shall Lessee cause, maintain or permit any nuisance in, on, or about the Demised Premises.

9. **TAXES.** Lessee agrees to pay all real estate taxes, special assessments, and any other taxes assessed against the Demised Premises during the Lease Period or any extension hereof. Such payments shall be paid directly to the appropriate taxing authority.

10. **UTILITIES AND WASTE DISPOSAL.** Lessee agrees to pay for all utilities used upon or within the Demised Premises, including but not limited to electricity, gas, data, water and sewer. Lessee shall provide for the regular removal of all trash, rubbish and garbage from the Demised Premises.

11. **SECURITY.** Lessee agrees to provide any and all security necessary and appropriate for its use of the Demised Premises during the term of this Agreement, or any extensions hereof.

Lessor agrees to maintain all security measures implemented by Lessee during its use of the Demised Premises.

12. **MAINTENANCE BY LESSEE.** Lessee shall maintain in good condition and repair the Demised Premises, ordinary wear and tear and the effects of time excepted and shall repair any damage caused by any act of negligence of Lessee, its contractors, licensees, agents or employees. On the Rent Commencement Date, Lessor agrees to assign or cause its contractors to assign to Lessee all contractors' or subcontractors' guarantees or warranties which relate to any construction work concerning which Lessee shall have the obligation to make repairs upon and after the Effective Date. At the expiration of this Agreement or any renewal hereof, Lessee agrees to surrender promptly the Demised Premises to Lessor in the improved condition leaving tenant improvements paid for by the Lessee that have become permanently affixed to the Demised Premises and which cannot be removed in a workmanlike fashion that does not mar the premises beyond ordinary wear and tear permitted herein installed, ordinary wear and tear, effects of time and destruction by fire, the elements or other unavoidable casualties excepted. Lessee shall maintain in good condition and repair the exterior lighting, driveways, sidewalks parking areas, all exterior and interior utility service pipes and lines, HVAC, fire protection system, electrical and mechanical systems. Lessee shall be financially responsible for maintenance of the lawn and landscaping, and snow and ice removal of the Demised Premises.

13. **MAINTENANCE BY LESSOR.** All maintenance of interior and exterior of the Demised Premises shall be the responsibility of the Lessee as outlined in section 12 above.

14. **EQUIPMENT, FIXTURES, AND SIGNS.** Lessee shall have the right to erect, install, maintain and operate on the Demised Premises such equipment, fixtures and signs as Lessee may

deem advisable, subject to local ordinances. Any and all fixtures, equipment and goods installed by Lessee, shall be and remain the property of Lessee, and Lessee may, at any time, remove any and all fixtures, equipment and goods installed by it in, on or about the Demised Premises provided, that Lessee shall promptly repair any damage or injury to the Demised Premises caused by such removal.

15. **COVENANT OF TITLE AND QUIET ENJOYMENT.** Lessor represents and warrants that Lessor owns the Demised Premises, access and parking areas being a part thereof, in fee simple absolute, free and clear of all encumbrances, except (i) such mortgages or deed of trust that Lessor may place on the Demised Premises for the purpose of financing the acquisition thereof and (ii) such encumbrances that do not interfere with Lessee's rights under this Agreement or Lessee's use of the Demised Premises that the real property constituting the Demised Premises contains no hazardous wastes, toxic materials, asbestos or environmental pollutants. The person(s) executing this Agreement on behalf of Lessor represent and warrant that they are the only person(s) required to execute this Agreement in order to bind Lessor and that Lessor has the full right and lawful authority to enter into this Agreement for the Lease Period; and that, if Lessee is not in default herein, Lessee's quiet and peaceable enjoyment of the Demised Premises during the term of this Agreement or any extensions hereof shall not be disturbed or interfered with by anyone and Lessee shall enjoy all of the rights herein granted without any hindrance, molestation or interference by any person and Lessor shall indemnify and hold Lessee harmless from and against any claim, action, losses, costs, expenses, liabilities and judgments arising in connection with the breach of any of the foregoing representations and warranties. Not later than the Effective Date, Lessor's mortgagor shall provide Lessee with a nondisturbance agreement to protect Lessee's quiet enjoyment of the Demised Premises in the form of Exhibit B.

16. INSURANCE.

A. **Lessee's Obligations:** In addition to any insurance that Lessee's Contract may require, Lessee shall procure and pay the premium for liability insurance in the amount of Two Million Dollars (\$2,000,000.00) with respect to any one occurrence for bodily injury and property damage to protect Lessee and Lessor against liability for such injury to persons and such damage upon and within the Demised Premises. In addition, Lessee agrees to carry Special Perils insurance on the Demised Premises for an amount providing coverage for the full replacement cost of the Demised Premises. The full replacement cost must be reviewed and the number verified by the Lessor on an annualized basis. Said insurance policy shall provide that it shall not be cancelled except on thirty (30) days prior written notice to Lessor. In the event of either partial or total destruction of the Demised Premises, as defined in Section 22 below, Lessee shall assign the proceeds of said insurance policy to Lessor who shall use the proceeds pursuant to Section 21 below.

17. LESSEE'S WARRANTIES AND INDEMNIFICATION. To the extent permitted by law, the Lessee agrees to indemnify, defend and hold harmless Lessor, its present and future officers and directors, employees and agents, from and against any and all demands, claims, lawsuits, causes of action, liabilities, penalties, fines, forfeitures and costs and all expenses incidental thereto (including, but not limited to, actual attorney fees), which any or all of the foregoing may hereafter suffer, incur, be responsible for or pay as a result of bodily injuries (including death) to any person, damage to any property, contamination or adverse environmental affects arising, wholly or in part, directly or indirectly, from any alleged act, omission, negligence, or any alleged violation of statute, ordinance or order, rule or regulation of any governmental entity or agency by Lessee or Lessee's contractors, concessionaires, licensees, agents, servants, invitees,

or employees, excluding only such injury, damage, loss or expense finally determined to have resulted solely from the active negligence of Lessor.

The LESSEE shall not permit any mechanic's lien or other lien to attach to any portion of the Demised Premises.

18. ALTERATIONS AND USE OF PREMISES. The Lessee shall make no alterations or structural changes to the demised Premises or any improvements thereon without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

In the event the Lessee shall make any improvements upon the demised Premises or any alteration thereto during the term of this Lease, with the prior written consent of the Lessor, it shall be stipulated in writing by the Lessor and Lessee, at the time approval for such improvement or alteration is granted, whether or not such improvement or alteration shall be the property of the Lessor or Lessee at the termination of the Agreement. In the absence of such written stipulation, all alterations, and improvements, shall, at the election of Lessor, become sole property of Lessor without any compensation to Lessee. All alterations and improvements that are the property of the Lessee, upon the termination of this Lease, shall be removed by the Lessee no later than the termination of this Lease and any damage or defacement to the demised Premises caused by such removal shall be restored by the Lessee. Any such improvements or alterations not so removed by the Lessee, no later than the termination of this Agreement, may be removed by the Lessor after the termination of this Agreement. All costs and expenses incurred by the Lessor in connection with the costs of removing from the demised Premises any property of the Lessee left therein that do not constitute alterations or improvements retained by Lessor hereunder, together with liquidated damages in an amount equal to the amount of rent plus all other charges which would have been payable by the Lessee under this Lease if the term of this Lease had been extended for

the period of time reasonably required for the Lessor to repair or restore the demised Premises to the condition called for therein, shall be invoiced to the Lessee and shall be payable as additional rent within ten (10) days after Lessee's receipt of the invoice.

The Lessee shall have the right to use the exterior fascia of the demised Premises, at locations approved in writing by the Lessor, for the purpose of erecting or attaching thereto a sign or signs approved by the Lessor for advertising the Lessee's business, provided that such sign or signs shall not injure the buildings and that any such sign or signs shall be in conformity with any applicable governmental authority. Upon termination of this Lease or the removal of such sign or signs, any defacement or damage to the buildings or grounds of the demised Premises shall be repaired promptly by the Lessee. Upon the termination of this Agreement, the Lessee shall promptly remove any signs upon any of the buildings or grounds of the Demised Premises and restore the place such sign or signs occupied to the condition that existed as of the inception date of this Agreement.

19. **DAMAGE TO DEMISED PREMISES AND EMINENT DOMAIN.** In the event of the destruction of more than fifty (50%) percent of the Demised Premises or such substantial damage or destruction which prevents Lessee from conducting its business in its normal and customary manner as reasonably determined by Lessee or as will cause the entire demised Premises to be unfit for the aforesaid use by fire or otherwise, at the Lessor's option, this Lease may be terminated and the rights of all parties hereunder shall cease, except such rights and liabilities as have accrued to the time of such destruction. In the event of destruction of more than fifty (50%) percent of the Demised Premises, the Lessor may elect to rebuild and repair the damage and this Lease shall be extended for such period of time. In the event of partial destruction of the Demised Premises by fire or otherwise, said partial destruction not rendering the same unfit for

the use aforesaid, the Lessor shall rebuild and repair the damage within ninety (90) days after the occurrence of such casualty and the rent shall abate for that portion of the Demised Premises rendered untenable. Such abatement in the rent shall continue only for such period of time as the Premises, or a portion thereof, are rendered untenable.

In the event a part of the Demised Premises be taken by reason of the exercise of the right to eminent domain or be conveyed in settlement of threatened eminent domain proceedings (both of which are hereafter referred to as a taking), there shall be an equitable abatement of the rental provided herein. Said equitable abatement shall be computed upon the ratio of the square footage of the Demised Premises immediately before and immediately after the taking. If all or so much of the Demised Premises be taken so that the remainder is insufficient for the conduct of the Lessee's business, then this Lease and the terms hereof shall expire and cease upon thirty (30) days of the date of delivery of possession of the Demised Premises, or portion thereof so taken, to the condemning authority. Upon such termination, all rents and other charges shall be prorated as of the date of termination. The Lessor shall receive all sums as a result of such taking, except those sums specifically attributable to and designated for business damage, if any, which sums shall be received by the Lessee. (Any sums should be distributed in accordance with Michigan law.)

20. **CONDEMNATION.** If the whole of the Demised Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Agreement or any extension hereof, Lessee reserves the right to prosecute its claim for an award based on its leasehold interest for such taking without impairing the rights of Lessor.

21. **MUTUAL WAIVER OF SUBROGATION.** Lessor and Lessee each hereby releases the other and its respective employees, agents and every person claiming by, through or under either of them from any and all liability or responsibility (to them or anyone claiming by, through or

under them by way of subrogation or otherwise) for any loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit of either party, even if such loss or damage shall have been caused by the fault or negligence of the other party, its employees or agents.

22. **FIRE CLAUSE.** The term “Total Destruction” of the Demised Premises as used in this section is defined as damage to or destruction of the Demised Premises by fire or other causes covered by the extended coverage referred to in Paragraph 11 to the extent that the cost of repair or reconstruction will exceed fifty percent (50%) of the cost of rebuilding or reconstructing the Demised Premises at the time of such disaster. The term “Partial Destruction” of the Demised Premises as used in this section is defined as such damage to the extent that the cost of repair or reconstruction will be less than fifty percent (50%) of the cost of rebuilding or reconstructing the Demised Premises at the time of such disaster.

A. In the event of Total Destruction of the Demised Premises during the first five (5) years of the original term, Lessor shall promptly rebuild or restore the Demised Premises to as nearly as possible its condition immediately prior to such destruction or damage, such work to be commenced within ninety (90) days from receipt of the final payment of the claim by the insurance company and thereafter to be prosecuted with due diligence until such rebuilding or restoration is completed.

B. All rent shall be abated during the period the Demised Premises is damaged and untenable and for a period of thirty (30) days after the date reconstruction is completed, or until the date upon which Lessee shall reopen for business, whichever is earlier.

C. In the event of Partial Destruction of the Demised Premises, during the period the Demised Premises is damaged and/or undergoing restoration, all rental shall abate unless Lessee

chooses to occupy a portion of the Demised Premises, in which event Lessee shall pay rental in such proportion to the entire rental herein reserved as the area in the Demised Premises occupied by Lessee bears to the total space in the Demised Premises.

D. In the event of termination of this Agreement, any unearned rent paid by Lessee shall be prorated and refunded to Lessee.

23. **ACCESS BY LESSOR.** Lessor and its authorized representatives shall have the right to enter the Demised Premises at all reasonable times, with reasonable advance notice, to examine the condition thereof and to make all necessary repairs required of Lessor under this Agreement, but such rights shall be exercised in a manner so as not to interfere unreasonably with the business of Lessee. At any time within two (2) months prior to the expiration of this Agreement or any renewals hereof, Lessor, with the express written permission of Lessee, may show the Demised Premises to prospective purchasers or tenants, and within such period, with the express written permission of Lessee, may attach to the building or erect on the premises a notice advertising said property for sale or letting.

24. **DEFAULT CLAUSE.** If default shall at any time be made by Lessee in the payment of the rent reserved herein or any installment thereof for more than ten (10) days after Lessee's receipt of written notice of such default by the Lessor, or if Lessee, or if Lessee shall default in the performance of any other covenant, agreement, condition, rule or regulation herein obligating Lessee and such default shall continue for thirty (30) days after Lessee's receipt of written notice of such default by Lessor, (or if the default cannot be cured within such thirty (30) day period, if Lessee shall not within such 30-day period commence such cure and thereafter diligently pursue same to its completion). Lessor shall thereafter have the right to re-enter or repossess the Demised Premises, either by force, summary proceedings, surrender or otherwise, and dispossess and

remove therefrom Lessee or other occupants thereof and their effects without any liability, therefore. In such case, Lessor shall re-let the Demised Premises or any part thereof as the agent of Lessee, with Lessee remaining liable to pay Lessor rent and other charges reserved herein for the balance of the term, less the reasonable market rental value of the Demised Premises for the same period; or Lessor at its option may terminate this Lease, thereby releasing Lessee from any further liabilities hereunder.

25. CONTROLLING LAW; NO OTHER AGREEMENT OR REPRESENTATIVES; TIME OF ESSENCE. This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder. Time is of the essence in this Agreement.

26. NON-WAIVER; MODIFICATIONS. No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of Rent Payment(s) due by lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of Rent. The acceptance of all or part of a Rent payment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

27. NOTICES. All notices or requests under this Lease shall be given by either email or certified mail to the addresses shown in the introductory paragraph on the first page of this Lease

Agreement. Each properly addressed notice or request sent by email or certified mail shall, be deemed given and served upon being deposited in the United States mail, postage prepaid.

28. **SURRENDER OF PREMISES.** At the expiration, or earlier termination, of this Lease, the LESSEE will surrender the demised premises broom clean and in as good condition and repair as they were at the time the LESSEE took possession, normal wear and tear excepted, and promptly upon surrender will deliver all keys and building security cards for the Demised Premises to the LESSOR. All costs and expenses incurred by the LESSOR in connection with repairing or restoring the demised Premises to the condition called for herein, together with the costs, if any, of removing from the demised Premises any property of the LESSEE left therein, together with liquidated damages in an amount equal to the amount of rent plus all other charges which would have been payable by the LESSEE, under this Lease, if the term of this Lease had been extended for the period of time reasonably required for the LESSOR to repair or restore the Demised Premises to the condition called for herein, but not more than ninety (90) days, shall be invoiced to the LESSEE and shall be payable as additional rent within ten (10) days after receipt of the invoice.

29. **RIGHT TO TERMINATE.** If the Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Tenant after expiration of the Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination.

Additionally, if the school chooses to close for any reason, this Agreement shall automatically terminate without penalty on the same day.

30. **TRANSFER OF DEMISED PREMISES BY LESSOR.** Lessor reserves the right to sell, assign, or otherwise transfer its interest in the Demised Premises without Lessee's consent. Lessor shall provide 30 days' notice to Lessee of any such transfer. In the event of any such sale, assignment, or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

31. **SUBORDINATION.** This Agreement and the rights of the Lessee hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Demised Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessee.

32. **ATTORNEYS' FEES.** If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

33. **CONSENT.** Lessor and Lessee covenant that whenever their consent or approval is required hereunder, they will not unreasonably withhold or delay such consent or approval.

34. **SUCCESSORS AND ASSIGNS.** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective

successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

35. **SEVERABILITY; AUTHORITY.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership, or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

36. **AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSITITUION.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507 or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy Lessee, and the Lessor shall have no recourse against the Academy Lessee or the University Board for implementing such site closure or reconstitution.


37. **CONTRACT WITH AUTHORIZER CONTROLS.** In the event that there is a conflict between the terms of this Lease and the Contract, the Contract shall control. In the event the Authorizer promulgates policies that conflict with the terms of this Lease, such policies shall control.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinabove written.


WITNESS OR ATTEST



LESSOR
COPPER ISLAND ACADEMY REAL
ESTATE LLC

By: 
Mr. Andrew Moyle
Its: Manager

WITNESS OR ATTEST



LESSEE
COPPER ISLAND ACADEMY

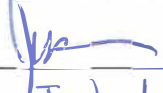
By: 
Josh Lurdes Ph.D.
Its: Board President

Exhibit A

Lot Nineteen (19) and Lot Twenty (20) of the Houghton County Airpark, Franklin Township, Houghton County, Michigan, according to the recorded plat thereof, said plat being recorded in Plat Cabinet 1, Folio Number 88-93, Houghton County Register of Deeds Records;

AND

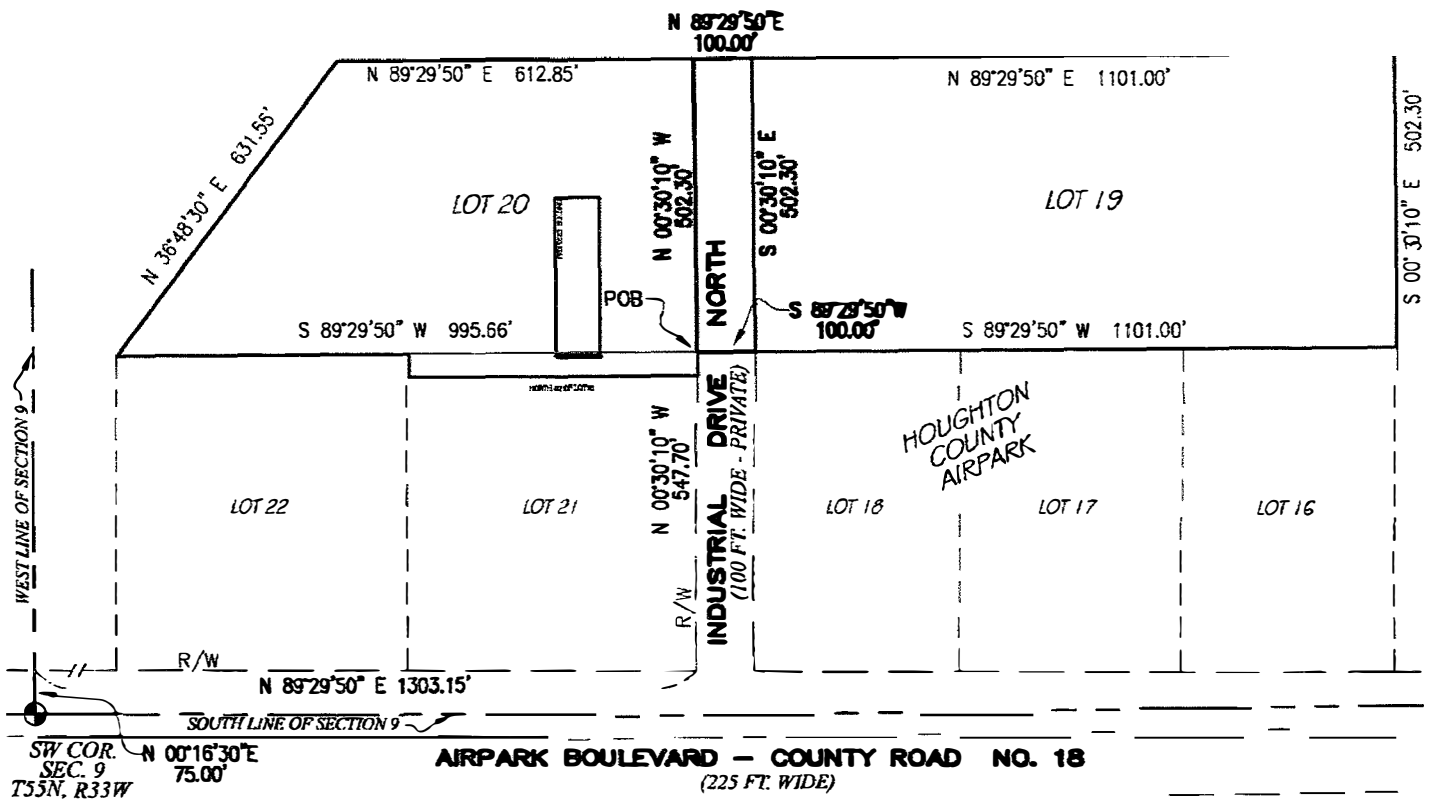
Part of Industrial Drive North (100 feet wide, Private Road), Houghton County Airpark, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan, more particularly described as:

Commencing at the Southwest corner of Section 9; thence along the West line of said Section, N 00°16'30" E, 75.00 feet; thence along the North right-of-way line of Airpark Boulevard (225 feet wide), N 89°29'50" E, 1303.15 feet; thence along the West right-of-way line of Industrial Drive North, N 00°30'10" W, 547.70 feet to the Southeast corner of Lot 20, Houghton County Airpark, and the POINT OF BEGINNING; thence continuing along the West right-of-way line of Industrial Drive North, N 00°30'10" W, 502.30 feet to the Northeast corner of said Lot 20; thence N 89°29'50" E, 100.00 feet to the Northwest corner of Lot 19, Houghton County Airpark; thence along the East right-of-way line of Industrial Drive North, S 00°30'10" E, 502.30 feet to the Southwest corner of said Lot 19; thence S 89°29'50" W, 100.00 feet to the POINT OF BEGINNING. Containing 1.15 Acres of land more or less.

AND

The North 40 feet of Lot 21, Houghton County Airpark Subdivision, Township 55 North, Range 33 West, Franklin Township, Houghton County, Michigan. Containing 0.46 Acres more or less.

Lots # 31-006-400-019-00 and #31-006-400-020-00



HOUGHTON COUNTY BUILDING DEPARTMENT

401 E Houghton Ave, Houghton MI 49931

Phone: (906) 482-2260 Fax: (906) 482-7238

Todd LaRoux, Building Official

Harry Hermann, Electrical

Daniel Kilpela, Mechanical/Plumbing

Wayne Karvonen, Electrical

CERTIFICATE OF OCCUPANCY

Owner: Copper Island Academy Real Estate LLC Po Box 126 Calumet MI 49913	Contractor: Moyle 46702 Hwy M-26 Houghton MI 49931
--	--

Project Address: 52125 N Industrial Drive Hancock MI 49930	Property Number: 006-400-019-00 006-400-020-00	Township: Hancock
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Permits	Numbers	
Building	21-66-B	
Plumbing	21-290-P	
Mechanical	21-289-M	
Electrical	21-287-E	
Fire Suppression System	21-533-M	

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code

2017 National Electrical Code

2015 Michigan Plumbing Code

2015 Michigan Mechanical Code

Use and Occupancy	E Educational
Type of Construction	VB, V000
Design Occupant Load	740
Automatic Sprinkler Required	Yes

Remarks: _____


Todd LaRoux, Building Official
Reg: 005757

8-26-21
Date Certificate Issued

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E. Houghton Ave., Houghton, MI 49931

Phone: (906) 482-2260 Fax: (906) 482-7238

Todd LaRoux, Building Official

Daniel Kilpela, Mechanical/Plumbing

Chad Hammerstrom, Mechanical/Plumbing

Harry Hermann, Electrical

Wayne Karvonen, Electrical

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

COPPER ISLAND ACADEMY REAL EST LLC
PO BOX 126
CALUMET MI 49913

CONTRACTOR:

MOYLE CONSTRUCTION
PO BOX 399
HOUGHTON MI 49931

PROPERTY INFORMATION:

52125 N INDUSTRIAL DRIVE
006-400-020-00
Franklin

Permit Number

PPB22-0124

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code 2017 National Electric Code 2015 Michigan Plumbing Code 2015 Michigan Mechanical Code

Use Classification

Construction Type

Occupancy Load

Sprinklers

326 - Schools & Other Educational Buildings

247

No

Additional Comments:

PPE22-0407
PPM22-0145
PPM22-0181
PPP22-0099

FINALED



Todd LaRoux, Building Official
Reg: 005757

11-4-2022

Date Finaled

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E. Houghton Ave., Houghton, MI 49931

Phone: (906) 482-2260

Todd LaRoux, Building Official

Daniel Kilpela, Mechanical/Plumbing

Chad Hammerstrom, Mechanical/Plumbing

Brian Kangas, Electrical

Stephen Zapolnik, Electrical

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

COPPER ISLAND ACADEMY REAL ESTATE LLC
46702 HWY M26
HOUGHTON MI 49931

CONTRACTOR:

PROPERTY INFORMATION:

52125 N INDUSTRIAL
006-400-021-02
Franklin

Permit Number

PPB23-0185

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code 2017 National Electric Code 2015 Michigan Plumbing Code 2015 Michigan Mechanical Code

Use Classification

Construction Type

326 - Schools & Other Educational Buildings

Occupancy Load

35

Sprinklers

No

Additional Comments:

PPE23-0456, PPM23-0309

BUILDING, ELECTRICAL, & MECHANICAL PERMITS ARE ALL APPROVED AND FINALIZED



Todd LaRoux, Building Official
Reg: 005757

1-3-2024

Issued Date

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E. Houghton Ave., Houghton, MI 49931

Phone: (906) 482-2260

Todd LaRoux, Building Official
Daniel Kilpela, Mechanical/Plumbing
Chad Hammerstrom, Mechanical/Plumbing

Brian Kangas, Electrical
Stephen Zapolnik, Electrical

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

COPPER ISLAND ACADEMY REAL ESTATE LL
46702 HWY M26
HOUGHTON MI 49931

CONTRACTOR:

MOYLE CONSTRUCTION
PO BOX 399
HOUGHTON MI 49931

PROPERTY INFORMATION:

52125 N INDUSTRIAL
006-400-021-02
Franklin

Permit Number

PPB23-0125

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code 2017 National Electric Code 2015 Michigan Plumbing Code 2015 Michigan Mechanical Code

Use Classification

Construction Type

326 - Schools & Other Educational Buildings

Occupancy Load

259

Sprinklers

No

Additional Comments:

PPE23-0353, PPM23-0172, PPM24-0028, PPP23-0084

BUILDING, ELECTRICAL, MECHANICAL, & PLUMBING ARE ALL APPROVED



Todd LaRoux, Building Official
Reg: 005757

MAR 04 2024

Issued Date

HOUGHTON COUNTY BUILDING DEPARTMENT

401 E. Houghton Ave., Houghton, MI 49931

Phone: (906) 482-2260

Todd LaRoux, Building Official
Daniel Kilpela, Mechanical/Plumbing
Chad Hammerstrom, Mechanical/Plumbing

Brian Kangas, Electrical
Stephen Zapolnik, Electrical

CERTIFICATE OF OCCUPANCY

PROPERTY OWNERSHIP:

COPPER ISLAND ACADEMY REAL ESTATE LL
46702 HWY M26
HOUGHTON MI 49931

CONTRACTOR:

MOYLE CONSTRUCTION
PO BOX 399
HOUGHTON MI 49931

PROPERTY INFORMATION:

52125 N INDUSTRIAL
006-400-021-02
Franklin

Permit Number

PPB24-0121

In accordance with codes identified below, this structure has been inspected for compliance for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

2015 Michigan Building Code 2017 National Electric Code 2015 Michigan Plumbing Code 2015 Michigan Mechanical Code

Use Classification

E

Construction Type

326 - Schools & Other Educational Buildings

Occupancy Load

905

Sprinklers

Yes

Additional Comments:

PPE24-0365, PPM24-0251, PPP24-0092

BUILDING, ELECTRICAL, MECHANICAL, PLUMBING



Todd LaRoux, Building Official
Reg: 005757

NOV 13 2024

Issued Date