CMU

CENTRAL MICHIGAN UNIVERSITY

CONTRACT TO CHARTER A SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL
AND RELATED DOCUMENTS

ISSUED TO

GREAT LAKES LEARNING ACADEMY
(A SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

JULY 1, 2023

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REAUTHORIZING RESOLUTION

REAUTHORIZATION OF SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL

Great Lakes Learning Academy

Recitals:

1. At its April 19, 2018, meeting this board authorized the issuance of a contract to charter as a School of Excellence that is a Cyber School to Great Lakes Learning Academy. On July 1, 2018, the contract was effective.

2. The contract of this academy expires June 30, 2023.

3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Great Lakes Learning Academy.

4. The university president or designee has recommended the reissuance of a contract to charter as a School of Excellence that is a Cyber School to Great Lakes Learning Academy. The term of the contract is recommended for a term not to exceed three (3) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a School of Excellence that is a Cyber School to Great Lakes Learning Academy for a term not to exceed three (3) years and authorizes the chair of the board to execute a contract to charter as a School of Excellence that is a Cyber School and related documents between Great Lakes Learning 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 Great Lakes Learning Academy is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED
Date: 2/16/23
Signature: Mary Jane Flanagan

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CENTRAL MICHIGAN UNIVERSITY
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
Signature: M Flanagan

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

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Date: 2/15/18
Signature: MJ Hangan

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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Date: 2/15/18
Signature: MJ 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 Flanagan

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS
OF CONTRACT

DATED: JULY 1, 2023

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

CONFIRMING THE STATUS OF

GREAT LAKES LEARNING ACADEMY

AS A

SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL

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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 Great Lakes Learning 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 Great Lakes Learning 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 Great Lakes Learning 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) "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.

(f) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.

(g) "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.

(h) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions of Contract, the Reauthorizing 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.

(i) "Department" means the Michigan Department of Education.

(j) "Director" means a person who is a member of the Academy Board.

(k) "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.

(l) "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.

(m) "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.

(n) "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.

(o) "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.

(p) "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.

(q) "Reauthorizing Resolution" means the resolution adopted by the Central Michigan University Board of Trustees on February 16, 2023, approving the issuance of a Contract to the Academy.

(r) "Schedules" means the following Contract documents: Schedule 1: Restated Articles of Incorporation, Schedule 2: Amended 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 a School of Excellence That is a Cyber School, 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 July 1, 2023, Issued by the Central Michigan University Board of Trustees Confirming the Status of Great Lakes Learning Academy as a School of Excellence That is a Cyber School."

(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 Reauthorizing 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 Reauthorizing Resolution; and (iv) the Restated 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, Reauthorizing 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 a Reauthorization Resolution which approves the issuance of this Contract. The Reauthorization 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: Amended 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 6E of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Restated 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 Amended 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 Great Lakes Learning Academy 2875 Eyde Parkway, Suite 200 East Lansing, MI 48823

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 one (1) academic year and shall terminate on June 30, 2024, 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.

ARTICLE XIII
CYBER SCHOOL PROVISIONS

Section. 13.1. Specific Requirements for Cyber Schools. The Academy certifies and agrees that it meets all of the following conditions:

(a) enrollment in the Academy is available to all pupils in this state;
(b) offers some configuration of or all of grades K to 12; and
(c) the Academy agrees to offer each pupil's family a computer and subsidizes the cost of internet access.

Section 13.2. Limitation on New Pupil Enrollment. Notwithstanding any other provision of this Article XIII and subject to Section 13.2 (a) and (b) below, in the event that the Department determines on July 1st of any year during the term of this Contract, that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year, then the Academy may not enroll any new pupils in the Academy in a school year that begins after that determination is made.

(a) Notwithstanding any other provision of this Article XIII and subject to Section 13.2(b) below, in the event that the Department determines on July 1st of any year during the term of this Contract, that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year, then the Academy may not enroll any new pupils in the Academy in a school year that begins after that determination is made.

(b) If the Department determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year does not exceed a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year, then the restrictions in paragraph (a) above do not apply for a school year that begins after that determination is made unless the Department makes a new determination that the membership limits identified in this paragraph (b) have been exceeded.

Section 13.3. Responsibilities of Cyber School Teacher. The Academy shall ensure that a certificated teacher, whether employed or contracted for from an Educational Service Provider, is responsible for all of the following for each course in which a pupil is enrolled:

(a) Improving learning by planned instruction;
(b) Diagnosing the pupil's learning needs;
(c) Assessing learning, assigning grades, and determining advancement; and
(d) Reporting outcomes to Academy administrators and parents or legal guardians.

Section 13.4. Minimum Instructional Hours. The Academy shall make educational services available to pupils for a minimum of at least 1,098 hours during a school year, and shall ensure that each pupil participates in the educational program for at least 1,098 during a school year.

Section 13.5. Monthly On-Line Department Reports. The Academy Board agrees to submit a monthly report to the Department, in the form and manner prescribed by the Department, which reports the number of pupils enrolled in the Academy during the immediately preceding month. The Academy shall make copy of the on-line report shall be made available to the Center upon request.

Section 13.6. Pupil/Parent Orientation. During the term of this Contract, the Academy Board shall ensure that, when a pupil enrolls in the Academy, the pupil and his or her parent or legal guardian are provided with a parent-student orientation in a form and manner determined by the Academy Board. If the pupil is at least age 18 or is an emancipated minor, the orientation may be provided to just the pupil.

Section 13.7. Cyber School Annual Report. The Academy shall provide to the Center all requested information that the Center Director deems necessary to complete the annual report to the Superintendent and the Michigan Legislature, as required under Section 553a of the Code. Any management agreement

entered into by the Academy shall include a provision requiring the Educational Service Provider agrees to provide the requested information to the Center in the event that such information is maintained or in the possession of the Educational Service Provider.

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:_____
Isaiah M. Oliver, 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.

GREAT LAKES LEARNING ACADEMY

By:_____
Board President

Date: 29 Jun 23

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: Isaiah M. Oliver

Isaiah M. Oliver, Chair

Date: 6.27.23

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.

GREAT LAKES LEARNING ACADEMY

By: _____

Board President

Date: _____

CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

RESTATED ARTICLES OF INCORPORATION

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

CERTIFICATE OF AMENDMENT TO THE 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 Certificate:

The identification number assigned by the Bureau is: 800937858

The name of the corporation is: GREAT LAKES CYBER ACADEMY

The Articles of Incorporation is hereby amended to read as follows:

Article I

The name of the corporation as amended, is:

GREAT LAKES LEARNING ACADEMY

Effective Date: 07/06/2020

2. The foregoing amendment to the Articles of Incorporation was duly adopted on: 02/20/2020 by the

directors at a meeting in accordance with Section 611(3) of the Act.

This document must be signed by an authorized officer or agent:

Signed this 6th Day of July, 2020 by:

Signature	Title	Title if "Other" was selected
Shawn Smith	President	

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 CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

for

GREAT LAKES LEARNING ACADEMY

ID Number: 800937858

received by electronic transmission on July 06, 2020 ***, is hereby endorsed.***

Filed on July 15, 2020 ***, 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 15th day of July, 2020.

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

511

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received SEP 27 2017		
	This document is effective on the date filed, unless a subsequent effective date within 90-days after received date is stated in the document.	FILED SEP 29 2017 ADMINISTRATOR CORPORATIONS DIVISION
Name CSC-Lawyers Incorporating Service (Company)		
Address 601 Abbot Road		
City East Lansing	State MI	Zip 48823
		EFFECTIVE DATE:

71308M

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

GREAT LAKES CYBER ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act (Act 162) of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Revised School Code (the "Code") as amended by Public Act No. 129 of 2012 (the "Cyber School Law"), being Sections 380.551 et seq. of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles:

The present name of the corporation is: Great Lakes Cyber Academy.

The corporation identification number ("CID") assigned by the Bureau is: 71308M.

The corporation has used the following other names: Great Lakes Cyber School.

The date of filing the original Articles of Incorporation was: March 20, 2013.

The following Restated Articles of Incorporation supersede the Articles of Incorporation and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Great Lakes Cyber Academy.

CC/677
10.00
330790

JP

The authorizing body for the corporation is: Central Michigan University Board of Trustees.

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a School of Excellence that is a Cyber School in the State of Michigan pursuant to part 6E of the Code, being Section 380.551 et seq. of the Michigan Compiled Laws.

2. 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 Restated 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 organized on a non-stock basis.

Description:

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 schools of excellence that are cyber schools.
e. Other funds lawfully received.

The corporation is organized on a directorship basis.

ARTICLE IV

The name of the resident agent at the registered office is CSC-Lawyers Incorporating Service (Company).

The address of its registered office in Michigan is: 601 Abbot Road, East Lansing, MI 48823.

The mailing address of the registered office in Michigan is the same.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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 VII

Before execution of a Contract to charter a School of Excellence that is a Cyber School 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 VIII

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 IX

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 X

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 Restated 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 XI

These Restated 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 Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated 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 Restated 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 Restated 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 Restated Articles of Incorporation. The Restated 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 Restated 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 XII

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

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 21 day of September, 2017, in accordance with the provisions of Section 641 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 26 day of September, 2017.

By: _____
Mr. Jeffrey Cobb, President

CONTRACT SCHEDULE 2

AMENDED BYLAWS

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AMENDED BYLAWS

OF

GREAT LAKES LEARNING ACADEMY

ARTICLE I
NAME

This organization shall be called Great Lakes Learning 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 6E 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 Amended 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:

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

A Director of the Academy Board who is absent from a meeting of the Academy Board due to military duty may participate in the meeting virtually, and that member's virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the Academy Board.

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 Amended Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Amended 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 l. 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended 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 Amended Bylaws.

CERTIFICATION

The Board certifies that these Amended Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 24 day of June, 2023.

N. Richardson
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 Great Lakes Learning Academy ("Academy"), a school of excellence that is a cyber school.

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 schools of excellence that are cyber schools 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 ReportingAgreement, 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 Great Lakes Learning Academy.

BY: Alyson Hayden

Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: February 14, 2023

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 Great Lakes Learning Academy ("Academy"), a school of excellence that is a cyber school.

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 Amended 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 conduct systematic investigations, including research development, testing and evaluation studies, designed to develop and contribute to generalizable knowledge 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.

Qualifications 5-1
Administrator and Teacher Evaluation Systems 5-1
Performance Evaluation System 5-1
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 Connections Education LLC, also doing business as Pearson Virtual Schools USA, 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-today 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.

PEARSON VIRTUAL SCHOOLS USA

VIRTUAL LEARNING EDUCATION PROGRAMS

STATEMENT OF AGREEMENT

Customer Name:	**Great Lakes Cyber Academy d/b/a Great Lakes Learning Academy**
Contact Person:	Anthony Kruckeberg
Phone Number:	517-575-9386
Email Address:	**armyblkhawk@yahoo.com**
Expiration Date:	**June 30, 2024 (assuming 1 year charter reauthorization)**

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1. **Background Information**, Great Lakes Learning Academy, a non-profit organization ("Customer") holding the charter for a Michigan public school academy under the name Great Lakes Cyber Academy d/b/a Great Lakes Learning Academy ("School" or "Customer"), is contracting with Connections Education LLC, also doing business as Pearson Virtual Schools USA ("Pearson") to receive access to certain virtual education products through Pearson's education management system ("EMS"), along with associated support services, as more fully set forth in the attached Schedules (collectively, the "Education Program"). Customer and Pearson together are sometimes collectively referred to herein as Parties and individually as a Party. The School is authorized as a public school academy school of excellence that is a cyber school, which has been issued a Charter Contract by the Central Michigan University Board of Trustees ("Authorizer"), dated July 1, 2018 ("2022 Charter Contract") under Michigan ("State") law. Customer has requested and Pearson has agreed to commence this partnership as of January 15, 2023, with Pearson assuming responsibility for providing the School's Education Program, as well as support services, mid-academic year. The parties have discussed and Customer understands that a mid-academic year transition from one provider (currently StongMind) to another in the virtual model is not ideal and may have unforeseen challenges.
    a. With this shared understanding, each party is agreeable to accepting the risk and moving forward due to certain unavoidable realities that make it clear doing so is in the best interest of the School's student population (and their families).
    b. The parties are committed to working with each other closely to minimize any such impact on Students and families.
    c. The Parties' rights and responsibilities are set forth in the schedules attached hereto and incorporated herein by reference, and for the convenience of the Parties are organized as set forth below. Upon mutual written agreement of the Parties, schedules can be amended or restated without amending or restating the remainder of the schedules or this cover page.
    d. Customer understands a condition Pearson relied upon in agreeing to accept the risk of entering into this Agreement is that the 2022 Charter Contract is set to expire on June 30, 2023, but that The Governor John Engler Center for Charter Schools ("Center"), as the

Authorizer's designated agent, will be recommending to the Authorizer that the School be reauthorized for a period of at least one year ending June 30, 2024.

2. **Term**. This Agreement will commence on execution of the Statement of Agreement ("Effective Date") and expire on June 30, 2024, assuming that the Authorizer reauthorizes the School and issues a charter contract that expires on June 30, 2024. If the 2022 Charter Contract issued by the Authorizer is revoked, terminated or a new charter contract is not issued to the School after expiration of the School's 2022 Charter Contract, this Agreement shall automatically terminate on the same date as the School's 2022 Charter Contract is revoked, terminated or expires without further action of the parties. If the Authorizer issues a new charter contract that expires on June 30, 2024 ("2023-2024 Contract") and that 2023-2024 Contract is revoked, terminated or a new charter contract is not issued to the School after expiration of the School's 2023-2024 Contract, this Agreement shall automatically terminate on the same date as the School's 2023-2024 Contract is revoked, terminated or expires without further action of the parties. This Agreement shall not exceed the length of the charter contract issued by the Authorizer.

3. **Pearson Rights and Responsibilities**.

   a. The Education Program, described on Schedule 1;

   b. Special Education Services, described on Schedule 2;

   c. Employment and Staffing, described on Schedule 3;

   d. Staff Related Services, described on Schedule 4;

   e. Customer Success Partner Team: School Success Partner, Academic Success Partner, and Solutions Partner, described on Schedule 5;

   f. Enrollment, Academic Placement and Public Information Campaign services, described on Schedule 6;

   g. Student Record Services, described on Schedule 7;

   h. Technology and Facility Services, described on Schedule 8;

4. **Customer Responsibilities**.
    a. All responsibilities not specifically delegated to Pearson are the responsibility of Customer and are generally organized for Customer's convenience in Schedule 9, with additional references to Customer's responsibilities in other attached schedules;
    b. Collection of Funds, Pricing and Payment Terms, described on Schedule 10;
5. **Additional Schedules.**
    a. Notice Information, described on Schedule 11;
    b. Insurance Policies, described on Schedule 12;
    c. Legal Terms, described on Schedule 13; and
    d. Index of Defined Terms described on Schedule 14.
    e. Deviations from standard operating terms related to or arising out of the Spring Term assumption of responsibilities, as well as CMW policies incorporated into this Agreement described on Schedule A.

This Agreement, including the attached Schedules, comprises the entirety of the Parties' agreement.

Agreed to by:

PEARSON VIRTUAL SCHOOLS USA

By: _____

Title: President Virtual Learning

Date: 01/14/2023

GREAT LAKES CYBER ACADEMY d/b/a GREAT LAKES LEARNING ACADEMY

By: _____
Anthony Kruckeberg (Jan 14, 2023 15:46 EST)

Title: Board President

Date: 01/14/2023

Schedule A

I. The purpose of this Schedule A is to establish expectations with respect to the Agreement in light of the unusual circumstances that give rise to Pearson agreeing to a mid-Academic Year transition from Customer's fall semester provider, StrongMind, Inc. ("Predecessor"), to Pearson for the spring semester ("Spring Term") and to highlight CMU policies being incorporated into the parties' Agreement. Pearson's ability to timely and fully carry out its responsibilities set forth in Schedules 1 through 13 is impacted by several variables beyond its control, including receipt of each Student's records from its Predecessor; ability to ascertain the School's compliant regulatory and Charter standing; ability to timely review and implement without delay any Student's IEP or 504 plan requirements; providing Students in a timely fashion with necessary Technology and Instructional Materials; ability to timely hire properly credentialed teaching and administrative staff; ability to demonstrate School meets requirements necessary for membership in the Connections Academy NCAA district; receipt of information necessary to properly support the School in the administration of testing and assessments, as well as state reporting deadlines; ability to obtain sufficient facility space and proctor support, as well as testing materials in sufficient time for state testing deadlines; ability to meet state testing participation rate requirements; receipt of all necessary information to ensure successful participation in the February 8, 2023 Spring Count Day and receipt of all information necessary to fully meet all regulatory requirements for the School public website. The parties acknowledge that the transition agreement between Customer and Predecessor is a critical document and that the degree to which the terms of that transition agreement is carried out will have a direct impact on Pearson's ability to perform its obligations for the Spring Term. While Pearson will be liable for its performance in carrying out the terms of this Agreement, as it relates to the 2022-2023 Academic Year, to the extent any School performance concerns are related to or arise out of the operation of the School by Predecessor, Pearson will not be deemed accountable for those performance concerns. However, Pearson will work to address any such performance concerns as soon as practicably feasible. Further, Pearson and Customer commit to meeting on a regular basis with Authorizer to keep Authorizer abreast of any such performance concerns and its plan to address them and to work collaboratively with Authorizer it its planned approach to address such performance concerns.

II. Authorizer required provisions not otherwise incorporated into the Agreement.

1. Indemnity of Authorizer. The parties acknowledge and agree that Central Michigan University, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively for purposes of this paragraph "Authorizer") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Pearson hereby promises to indemnify, defend and hold harmless the Authorizer from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, 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 Authorizer, and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Central Michigan University Board of Trustees' ("University Board") approval of the School's application for the 2023-2024 Charter Contract, the University Board's consideration of or issuance of the 2023-2024 Charter Contract, Pearson's preparation for or operation of the School, or which are incurred as a result of the reliance by the Authorizer upon information supplied by Pearson, or which arise out of Pearson's failure to comply with the Charter Contract or applicable law. The parties expressly acknowledge and agree that the Authorizer may commence legal action against Pearson to enforce its rights under this Agreement as set forth in this section of the Agreement. Pearson shall not be held responsible for actions or inactions of Predecessor, however, as it relates to Authorizer's rights.

2. Compliance with School's Contract. Pearson agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the applicable Charter Contract issued by the Authorizer. The provisions of the applicable Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

3. Effective July 1, 2023, any action or inaction by Pearson that is not cured within 60 days of notice thereof which causes the 2023-2024 Charter Contract to be revoked, terminated, suspended or which causes the 2023-2024 Charter Contract to be put in jeopardy of revocation, termination or suspension by Authorizer is a material breach.

4. Effective July 1, 2023, on an annual basis, Pearson shall provide Customer all of 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 in which the information is available. Within thirty (30) days of receiving the information under section 18(2), the School Board shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of Education. Prior to July 1, 2023, Pearson shall provide Customer the same information that a school district is required to disclose under MCL 388.1618(2) for the most recent school fiscal year in which the information is available, using Pearson's best efforts with the information available to Pearson. Within thirty (30) days of receiving the information under section 18(2), the School Board shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of Education.

5. Except as permitted under applicable law, Pearson 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 Pearson receives information that is part of a Student's education records, Pearson shall not sell or otherwise provide the information to any other person except as permitted 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.

6. Upon termination or expiration or termination of the Agreement, or the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Pearson 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 service provider, 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 education service provider 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 the ESP to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new education service provider, self-management or dissolution; and (v) provide for the orderly transition to the new education service provider, self-management or dissolution of all School-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 School asset.

7. In the event that the School is required (i) to close a School site pursuant to a notice issued by the Michigan Department of Education under Section 561 of the Code, MCL 380.561; or (ii) to undergo a reconstitution pursuant to Section 561 of the Code, MCL 380.561, and the Charter Contract, and such closure of a School 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 School site closure or reconstitution, with no cost or penalty to the School, and Pearson shall have no recourse against the School or the Authorizer for implementing such site closure or reconstitution.

8. Pearson accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker's compensation, unemployment compensation and liability insurance for its employees leased to the School or working on School operations irrespective of whether Pearson receives an advancement of its costs or the payment of services from the School. (Pearson may recommend, not determine, staffing levels).

9. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program and shall not include any costs for the marketing and development of Pearson.

10. This agreement shall not be assignable without prior notification to the Center. Any amendment to the Agreement shall be evidenced in writing, signed by an authorized

officer of each party and must be done in a manner consistent with the Center's ESP Policies.

11. Pearson may not execute contracts with its staff assigned to the School (including by way of example and not limitation, administrators, teachers, counselors and the like) that contain non-compete agreements of any nature.

12. No provision of this Agreement shall be interpreted to interfere with the School Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School. No provision of this Agreement shall be interpreted to prohibit the School Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

13. If the School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with Pearson, then such agreements must be separately documented and shall not be a part of or incorporated into this Agreement.

14. All financial, educational and student records pertaining to the School are School property, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the applicable Charter Contract and Applicable Law, this Agreement shall not restrict the Authorizer's or the public's access to the School's records.

15. If Pearson purchases equipment, materials and supplies on behalf of or as the agent of the School, such equipment, materials and supplies shall be and remain the property of the School. Pearson shall comply with the Revised School Code (including, but not limited to, sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274) as if the School were making these purchases directly from a third party supplier or vendor.

16. If Pearson procures equipment, materials and supplies at the request of or on behalf of the School, Pearson shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

17. The School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by Pearson at the direction of the School Board with School funds. Pearson recognizes that Pearson's educational materials and teaching techniques used by the School are subject to disclosure under the Revised School Code and the Freedom of Information Act.

18. The School designates the employees of Pearson as agents of the School having legitimate educational interest such that they are entitled to access to educational

records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

19. Termination of this Agreement mid-year is strongly discouraged. The School Board and Pearson agree that they will take 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 School Board and Pearson agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. In such an event, Pearson agrees to perform such a transition in a similar manner as described under Schedule A, II(6) above based upon completion of the then-current school period.

III. Agreement to Negotiate: In the event the Authorizer's approval of this Agreement is conditional upon changes to the terms and conditions of this Agreement, the Parties agree to work collaboratively to institute those required changes in the form of an Amended and Restated Agreement in accordance with the applicable Charter Contract and Authorizer policies.

Schedule 1

Education Program

1. Curriculum. Pearson will provide the Education Program which includes educational content and materials delivered primarily through the internet and other electronic means ("Curriculum") which, when supplemented with Teacher provided additions and modifications, meets the State standards. To the extent provided for in the Charter Contract (as defined herein), the Education Program will offer dual enrollment, opportunities for acceleration, flexibility, and a year-round schedule. The Curriculum includes:

    a. Pearson standard Course offerings, access to teacher-directed extended learning activities, non-School directed extracurricular activities, and other special events.

    b. A license to use Pearson's standard instructional materials ("Instructional Materials"). Instructional Materials will be provided in compliance with Students' individualized education plan ("IEP") or 504 Plan when available.

    c. To the extent reasonably possible and so long as within the existing capability of the scope of products and services provided as part of the Education Program, provide services and accommodations for assessments, instructional approach and/or lesson presentation to meet individual needs of a Student to the extent documented on an IEP or 504 plan provided to Pearson.

    Customer acknowledges that for the spring semester, 2023 ("Spring Term"), Pearson may need to modify its Education Program to incorporate aspects of Predecessor's Education Program in order to minimize the transitional impact on Students, as well as unpredictable challenges related to transitioning Students back to a traditional quarter/semester calendar.

2. EMS Access. Pearson grants Customer a license for the duration of the Term to access and use Pearson's proprietary technology platform (the "EMS"), so that Students, Caretakers of Students, Learning Coaches, Teachers and Administrative Staff have access to the Education Program.

3. Personalized Learning Plan Protocol. Provide Teachers with resources and assistance designed to enhance Teachers' effectiveness in creating a Personalized Learning Plan ("PLP") for each Student that will meet or exceed any educational standards established by the State or otherwise required by the Charter.

4. Testing and Assessments. Support School in the administration of benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State standardized tests or other State mandated testing, as more fully described in Schedule 9, Section 4. Customer acknowledges that for the Spring Term, Pearson's ability to provide this support may be impacted by the transition from Predecessor to Pearson and that therefore the Student experience, including Student participation, may also be impacted.

5. Training.

   a. Provide Customer and School Staff with necessary training in Pearson protocols and continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively "Training") that support the School mission and delivery of the Education Program and which will allow the respective School Staff to comply with applicable laws that specify Training requirements.

   b. Provide training and support programs and materials to Students, Learning Coaches, Caretakers and community coordinators on the Curriculum, use of the EMS, various Pearson policies and procedures, and other topics relevant to successfully engaging the Education Program.

   c. All costs associated with such Training shall be the responsibility of Pearson, including related travel, housing, meal and hospitality costs, except to the extent Pearson notifies the Customer at least three months prior to the Training opportunity of those costs the Customer will be required to cover. Pearson's sponsored training will be for the purpose of supporting the School's education mission and other related official school business.

6. NCAA. So long as the School meets the Pearson NCAA criteria and agrees to deliver courses and instruction in compliance with the NCAA Guidelines for Connections Academy Schools (both criteria and Guidelines found here: https://www.connexus.com/library/launch.aspx?id=80237), the School will be included in the Connections Academy "district" for NCAA purposes at no additional fee, which will entitle Students to receive access to high school courses that meet the NCAA Eligibility. Customer acknowledges that the ability to include School as part of the Connections Academy "district" for NCAA purposes is not possible and Pearson will work diligently to have this benefit in place for the 2023-24 Academic Year.

7. Public Website. Maintain a public web site on behalf of the School that will contain or link to any information required by applicable law. The web site, its design, layout and non-School specific content is the exclusive property of Pearson. Customer acknowledges for the Spring Term, Pearson may elect to the extent possible to maintain Customer's current web site in order to minimize transition risk and that any significant changes to the web site will be for the 2023-24 Academic Year, assuming the School is issued a charter contract by Authorizer that expires June 30, 2024.

8. Health and Safety: Assist the Customer in the development of training and policies related to the following standards regarding health and safety and conduct audits on a routine basis to track School Staff participation in such trainings, as well as the number of behavior incidents covered by these trainings and policies and reported by the School in either the Student log, the Issue Aware ticketing system or other location, the results of which will be shared with Customer: and

   a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring, as required by state law;

   b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco in school operated facilities or at school sponsored events;

c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other social behaviors prohibited under applicable law, including Title IX related violations; and

d. Complying with all state immunization law.

9. Counseling and Related Services: Provide services to support, monitor, and train the School in its provision of academic counseling, social/emotional counseling, college and career counseling, as well as completion of counseling tasks (transcription, AP exam scheduling, graduation counseling, student safety monitoring, etc.) and other related services to Students, including assisting in the development of protocols and providing consultative support in connection with the protocols. Customer acknowledges that while Pearson will endeavor to provide training as part of its Spring Term transition, training opportunities will be largely made available as part of the 2023-24 Academic Year, assuming the School is issued a charter contract by Authorizer that expires June 30, 2024.

10. Additional Programs. Make available to Students optional and additional programs such as Career Technical Education, STEM and accelerated options to the extent permitted by State law, and taking into consideration enrollment demand, funding availability, mutual agreement of the parties and other programmatic considerations Pearson deems relevant in determining the feasibility of implementing such programs. Customer acknowledges any optional programs made available to the School will be no earlier than the 2023-24 Academic Year, assuming the School is issued a charter contract by Authorizer that expires June 30, 2024.

11. Facilitation of Customer Oversight Responsibilities. Pursuant to the terms of this Agreement, and as a part of the Pearson fee for Educational Services and Pearson's Program responsibilities, Pearson shall make key personnel reasonably available for advisement and consultation with Customer's representatives who are responsible for managing or overseeing the Education Program. Except to the extent otherwise agreed, all costs, including reasonable hospitality related expenses, incurred in connection with Program Oversight, shall be paid out of the fee for Educational Services paid to Pearson and, therefore, Customer shall not be separately assessed for any costs incurred by Pearson in connection with its Program Oversight related responsibilities outlined in this Section.

12. Periodic Review. Pearson has invested substantial money and resources in developing a nationally recognized virtual education program under the "Connections Academy" brand and it has an inherent interest in protecting the goodwill generated in connection therewith and the academic integrity of the Education Program. The Parties also recognize that the Customer has a vested interest in Pearson protecting such goodwill, as well as the academic integrity of the Education Program in connection with the School's mission to advance the education interests of its Students. Accordingly, Pearson is hereby obligated and authorized to perform ongoing and periodic reviews of School records documenting the manner in which the Education Program is delivered to Students, including documentation of interaction between Teachers and/or Administrative Staff with Students, Learning Coaches and Caretakers and to report to the Customer, Administrative Staff and/or Teachers any deviations from established Pearson policies, procedures and protocols, federal or state legal requirements, or established best practices, or other deficiencies Pearson takes note of in connection with such ongoing or periodic review.

Schedule 2

Special Education Services

1. The Education Program shall comply with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. § 794; the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12101–12213; and any and all state and federal regulations promulgated in connection therewith. Customer acknowledges that given the Spring Term transition from Predecessor to Pearson, understanding to what extent the existing Special Education service delivery meets the above regulatory requirements is not something Pearson will be able to fully understand immediately and that its ability to bring the Special Education program into full compliance may be an ongoing effort throughout the Spring Term.
2. Pearson will:
    a. Develop and implement the Special Education Protocols that will govern the manner in which Special Education Services are provided and which shall be in compliance with federal and state special education regulations and statutes;
    b. Implement and deliver the Special Education Services provided by the School, including but not limited to:
        i. Provide periodic compliance assessments to the Customer of the School's delivery of Special Education Services;
        ii. Support the School with ongoing professional learning and monitoring in the areas of special education, Section 504, English Learner ("EL") and gifted;
        iii. Meet at a minimum, once per month with the School's Special Education Director or School leadership members, as applicable;
        iv. Monitor the implementation of the Special Education Protocols as well as compliance with EL federal and state requirements;
        v. Provide data support in connection with the State specific Special Education reporting systems;
    c. Provide assistive technology for eligible students;
    d. Provide oral and written English translations for limited English proficient caretakers in their native language in accordance with state and federal law;
    e. Contract directly with related service providers for therapies, evaluations, closed captioning, consulting for vision and hearing impaired and pay invoices for all such services.
3. Adoption of and Compliance with Special Education Protocols. The School will adopt the Special Education Protocols. The Special Education Protocols will be subject to review and revision by Pearson from time to time throughout the Term. Customer will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will defer to Pearson guidance with respect to providing Special Needs Students with a free and appropriate public education ("FAPE").

Schedule 3

Employment and Staffing

Administrative Staff and School Staff.

1. Pearson is the employer of Administrative Staff and School Staff.
2. The Administrative Staff and School Staff shall be licensed and/or credentialed in accordance with Applicable Law.
3. In circumstances where there is a vacancy or the School's enrollment is insufficient to support one or more full-time Administrative Staff and/or School Staff positions, and to the extent permitted by the law of the states of both affected schools, Pearson may utilize the services of certain Administrative Staff and School Staff members from another Pearson supported school to staff the School until such time as the relevant vacant position is filled or there are sufficient number of Students to support a particular full-time position, respectively.
4. Pearson will notify the Customer as soon as is practicable of any Administrative Staff or School Staff member who Pearson learns has been:
    a. charged with or pled guilty to (including Alford pleas and pleas of nolo contendere) to any felony or misdemeanor, or to an infraction or violation of an ordinance involving a crime of moral turpitude; or
    b. will provide Customer with a copy of any formal "Determination" provided to Pearson regarding an Administrative Staff or a School Staff member who has been alleged to have committed child abuse or neglect issued by the Department of Social Services (or similar agency) or law enforcement agency regarding such allegations.
5. Pearson will be solely responsible for all employment decisions, including the performance reviews of its employees. The Lead School Administrator shall be responsible for supervision of all School Staff and shall report directly to the Academic Success Partner. Customer acknowledges Pearson's employment relationship with School Staff and commits to respecting that relationship. The Customer will be provided with updates pertaining to school performance including the performance of key staff members in a manner consistent with Pearson's employment obligations.
6. Customer shall provide notice with specificity to Pearson as soon as practicable of any concerns regarding members of Administrative Staff or School Staff.

Schedule 4

Staff-Related Services

1. Human Resources Services

   Intentionally omitted, Pearson is the employer of all Staff

2. Compliance Services

   a. Provide business-related compliance Customer support including: policy creation for all Customer stakeholders, ad hoc board policies, health, safety and emergency preparedness, research and guidance on course and credential alignment and tracking, school calendars, business insurance, business risk management, and board of director compliance and tracking services;

   b. Pearson will be responsible for supporting the School in obtaining of criminal background checks and fingerprinting to be conducted on staff and on Community Coordinators assigned to the School, , to the extent required by State law, and will support the School in its maintenance of documentary evidence of such background checks and fingerprinting. Upon the Customer's request, Pearson will provide documentary evidence of its compliance with this section, subject to any privacy restrictions or confidentiality requirements imposed by State law.

3. Handbooks. Pearson shall develop and maintain a school handbook that shall be submitted to the Customer for initial review and adoption. To the extent the School has an existing school handbook, Pearson and Customer shall work together to conform Pearson's school handbook so as to align any existing policies and procedures with Pearson's policies and procedures.

Schedule 5

Customer Success Partner Team: School Success Partner, Solutions Partner, and Academic Success Partner

Pearson's Customer -Success Partners Team will provide the School a School Success Partner, an Academic Success Partner, and a Solutions Partner whose responsibilities are set forth below.

1. School Success Partner. The School Success Partner (sometimes referred to as "SSP") is the Customer Success Partners Team lead. The SSP is responsible for advising Customer on the academic, financial, and operational health of the School; and serves as the first point of contact for the Customer.

    a. The School Success Partner generally acts as the liaison between Pearson and Customer providing support in relation (but not limited) to:

        i. Customer strategic concerns;

        ii. Delivery of the terms of the Agreement;

        iii. School relationships with the State Department of Education and authorizer, if applicable; and

        iv. Management support of the budget.

    b. Solutions Partner. The Solutions Partner (sometimes referred to as "SP") will serve as the first point of contact for School administrative matters. Solutions Partners support issue resolution, business measurement and reporting, and data needs. Solutions Partners generally act as a liaison between Pearson and Customer to ensure processes related to marketing, enrollment, placement, instruction, product, curriculum, progress monitoring of students, and business functions are followed. In addition, Solutions Partners provide Customer support in relationship to:

        i. Day-to-day school operational concerns;

        ii. School and Pearson processes; and

        iii. Addressing school needs that require interfacing with other Pearson's departments and requests.

2. Academic Success Partner. The Academic Success Partner (sometimes is responsible for monitoring the Education Program to ensure the School is implementing it with fidelity to the Pearson model, including established protocols and interventions.

    a. The Academic Success Partner supports the School's academic performance and operational health by providing supervision of the Administrative Staff, as well as, guidance, oversight, and support on:

        i. School Improvement Planning (SIP);

        ii. Problem solving;

        iii. School operations;

        iv. Establishment of and adherence to School policy;

v. Analysis of School performance and other key data metrics;

vi. Leadership development and concerns; and

vii. Targeted intervention strategies.

3. Customer Success Partner Team Communication with School Leader and Administration Staff:

   a. Will participate in:

      i. A weekly Connections Academy School Leader Update (SLU) Information email includes updates or information on items that school leadership teams need to be aware of and/or complete.

      ii. Monthly School Leadership team meetings with all Connections Academy principals, assistant principals, School Success Partners, Academic Success Partners and Solutions Partners to talk about timely topics. All Principals and Assistant Principals are encouraged to attend these monthly meetings.

      iii. Professional development sessions for school leadership team members. These include monthly meetings on school data, school improvement planning, and other topics. If a school leader is struggling in an area and needs professional development, these sessions may be assigned as mandatory professional development sessions.

      iv. Quarterly School Improvement update sessions. Each school will report on the current results of their school improvement plan. These sessions are required and should be attended by school leaders, the leadership team, and anyone else at the school who owns one of the school action plans. Members of the Academic Success Partners, School Success Partners, and Solutions Partners teams will also attend. Schools are encouraged to invite other stakeholders.

4. School Leaders and Administrative Staff will at minimum participate in:

   a. Weekly one-on-one check-in sessions to touch base and stay informed about:

      i. School Year Cycle topics;

      ii. School metrics;

      iii. School Improvement Planning (SIP); and

      iv. Daily school operations.

      These meetings/check-in sessions may include only the School Leader or may include other members of the school leadership team as well. For a larger school, other members of the leadership team should attend.

   b. Performance management meetings, where the following will be discussed with the Academic Success Partners:

      v. Goal setting and professional growth plans for School Leader;

      vi. School Leader performance level with improvement suggestions;

      vii. Improvement planning; and

      viii. Formalized performance review sessions (mid-year and end of year reviews).

Schedule 6

Enrollment, Academic Placement and Public Information Campaign

1. Enrollment and Academic Placement Processing. Assuming the School is reauthorized and issued a charter contract by Authorizer that expires on June 30, 2024, in support of the 2023-24 Academic Year, Pearson shall implement and conduct the School enrollment process on behalf of the Customer, in accordance with enrollment, placement and withdrawal policies and procedures adopted by the Customer and Pearson, and consistent with local, state and federal law.
   a. The Customer acknowledges that Pearson is the School's agent throughout the enrollment and placement process. Pearson will receive and deliver information from and to Students and Caretakers in connection with the enrollment and placement process in compliance with state and federal laws.
   b. Pearson shall maintain a list of the Students enrolled in the School and shall provide such list to the Customer promptly upon request.
   c. Dual or part-time enrollment will not be permitted unless mutually agreed upon by Pearson and Customer.
   d. Typically, enrollment and placement services commence the February preceding the upcoming Academic Year. Accordingly, Pearson will have no obligation to provide enrollment and placement services identified herein in support of the Academic Year that follows any termination of this Agreement. Pearson shall, however, be obligated to continue providing enrollment and placement services in support of the final Academic Year of the Term through the termination date of the Agreement. For avoidance of doubt, if the Agreement terminates on June 30, 2024, then Pearson has no obligation to provide any enrollment and placement services that support the 2024-2025 Academic Year.
2. For the Spring 2023 Term, Pearson will do everything feasible to support the School's enrollment processes, including working with Predecessor to continue providing enrollment services through June 30, 2024.
3. Public Information Campaign. In support of the 2023-24 Academic Year, assuming the School is reauthorized and issued a charter contract by Authorizer that expires on June 30, 2024,
   a. Pearson will develop and implement a Public Information Campaign ("PIC") to inform potential students, their Caretakers, and other interested parties about the Education Program. Pearson will not implement PIC initiatives promoted by the Customer that Pearson determines may have a negative impact on its brand identity and/or reputation in the Marketplace, including in connection with the School. PIC initiatives, strategies and tactics may shift throughout each Academic Year of the Term depending on market demand, changing consumer behaviors, and testing and optimization campaigns.
   b. To the extent there is more than one Pearson supported school in the State, the Customer acknowledges the PIC, including all Enrollment Leads, will benefit all schools located within the State taking into consideration each respective school's stated enrollment goals. To the extent possible, siblings of an existing student in a particular school will be placed in that same school, returning students, including students who withdraw and return, are placed in the school of initial enrollment, students who specifically request a particular school are placed in the school of choice. If specific enrollment criteria of a particular school prohibits a particular student from being enrolled in that school, then, if possible, the Student will be placed in another Pearson supported school in the State. Once a school

has reached its enrollment cap, efforts will be made to direct families to other Pearson supported schools in the state until such a time as they have reached their enrollment cap, if any.

c. Any methods, processes, collateral, and Enrollment Leads that are obtained, developed and/or used in connection with the PIC is proprietary Pearson Confidential Information, and is the property of Pearson.

d. Pearson maintains an Enrollment Lead database of all generated leads, including those developed through Pearson's PIC efforts. The Enrollment Lead database is the exclusive property of Pearson and shall include, but is not limited to, Enrollment Leads who begin the enrollment process and fail to convert, those who take no steps toward enrollment, and those who withdraw or are otherwise no longer enrolled in a Pearson supported school. The Enrollment Lead database is only for the benefit of the School during the Term, including any renewal term. Customer is not entitled to receive any benefit of the Enrollment Lead database on or after February 1 of the last Academic Year of the Term, except those Enrollment Leads who specifically express a request for enrollment in the last Academic Year of the term. For the avoidance of doubt, and consistent with Pearson's enrollment and placement obligations set forth in Section 1.d. above, if the Agreement expires June 30, 2024 and is not renewed, the School shall not receive the benefit of the Enrollment Lead database for the 2024-2025 Academic Year and beyond.

e. Pearson is authorized by Customer to access Student Records for communication directly with Caregivers and Students in support of the School's education mission about education enrichment related opportunities of potential interest, including post high-school opportunities, clubs and activities, academic contests and competitions, summer school opportunities, internship and job training opportunities. Pearson may authorize other Pearson affiliated businesses to send such communications, so long as Pearson approves of the communication content and such communications comply with all appliable state and federal law.

f. Pearson will keep Customer's PIC coordinator, if any, apprised of the PIC development and implementation. However, Customer shall not undertake any independent PIC or other marketing activities without the written notification to Pearson and then only under the terms Pearson establishes.

4. Invoicing for Enrollment Services and PIC. Enrollment Services and PICs supporting a given Academic Year commence during the prior Academic Year but are covered by invoices issued to the School on or after the first day of the Academic Year for which they are intended to benefit. Customer is obligated to fully and timely pay the invoices for Enrollment Services and PIC, which for Customer's convenience, are spread out over the months of July through June of that final Academic Year, even though services commence during the previous Academic Year. For the sake of clarity, the public information and enrollment services related to the 2023-2024 school year may begin as early as January 2023, but the invoicing for them will not commence until on or after July 2023.

5. Post-Termination Enrollment and PIC Obligations. Pearson will have no obligation to perform enrollment services or to develop and implement a PIC for the Academic Year that follows any termination and non-renewal of this Agreement. For example, if the Agreement terminates and non-renews on June 30, 2024, then during the 2023-2024 Academic Year, Pearson has no obligation to develop and implement a PIC to support the recruitment and enrollment of students for the 2024-2025 Academic Year.

Schedule 7

Student Records and Data

1. Repository of School Records. The Customer hereby appoints Pearson its repository of electronic Student Records and other electronic School records, including financial records, received by Pearson in the ordinary course of business during the Academic Years Pearson is providing services to Customer under the terms of this Agreement. Pearson's appointment rights and obligations shall be subject to the access, confidentiality, and privacy requirements of FERPA, the IDEA, Section 504, and other state and federal law.
   a. Pearson will store and maintain such electronic records in accordance with state, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against:
      i. accidental or unauthorized destruction;
      ii. accidental or intentional loss or alteration; or
      iii. unauthorized disclosure or access.
   b. All finance and other records of Pearson related to the School will be made available to the School, the School's independent auditor and the Center upon request.
   c. In the event the Agreement terminates, Pearson will maintain such repository of records for a period of four (4) years following such termination for no additional fee.
2. Student Records Support. In furtherance of its enrollment and placement related obligations set forth in this Agreement, including the Agreement Term, and in connection with its repository obligations set forth above:
   a. Pearson shall receive from Caretakers all Student Records on the School's behalf that are submitted electronically through its secure, password-protected system.
   b. All Student Record information remain the property of the School, and, to the extent not immediately available through the School's on-demand access, shall be provided to the Customer via a secure means without unreasonable delay upon written request for such information. To the extent permitted by law, Pearson may retain a copy of such records subject to the confidentiality requirements of this Agreement until such time as the Customer provides written notice requesting that specific records be returned or Destroyed.
   c. Pearson shall certify to the Customer within one (1) year from the date it receives instructions as to what Student Records are to be returned or Destroyed that it has complied with the instructions of the Customer in connection with such notice.
3. Protection of Student Records. Pearson and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the School at all times owns the Student Records and each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the School each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

4. Confidential Information. Each Party shall maintain the confidentiality of Student Records in accordance with applicable federal and state laws as more fully set forth in Schedule 13 (Legal Terms).
5. Data Security Breach. Pearson shall promptly report to the School Board, not later than the two business day following discovery, any use or disclosure of personally identifiable information from the School'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. Pearson 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 Pearson has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, Pearson 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 Pearson has taken or shall take to prevent future similar unauthorized use or disclosure. Pearson shall provide such other information as reasonably requested by the School Board. Pearson shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.
6. Aggregated Data. Student specific data, including corresponding Caretaker data, is the property of the School, Student and/or the Caretaker ("Student Information"). Pearson will not use any such School-owned Student Information for any non-school related purpose without obtaining the written permission of the School or the Student or Student's Caretaker (as the case may be).
    a. Pearson may freely aggregate School owned Student Information so long as such aggregated use does not reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker.
    b. All such aggregated data shall be the property of Pearson. Pearson may freely use all such aggregated data and identify its source as being the School.
    c. Pearson shall, from time to time, provide to the School reports in an electronic format requested by the School to the extent Pearson's systems and capabilities permit. Upon receipt of such request from the School, Pearson will work with the School to formulate queries, formats and designs that will generate Student Information in a manner most useful to the School, based on the School's objectives and Pearson's existing capabilities.
7. Communications from Pearson. Customer acknowledges and agrees that Pearson may periodically contact Authorized Users for the School in connection with the Education Program, as well as to inform Caretakers and Students of educational opportunities related to such Students' academic pursuits in compliance with state and federal law. Unless prohibited by law, the School specifically consents to such communications being delivered to Caretakers and Students via the EMS WebMail portal and message boards, personal email to the extent such information is available, and direct mail. Except as expressly permitted by law, Pearson will not deliver communications to Students that constitute targeted advertising based on personally identifiable information from Student Records. Telephone communications will be limited to School related communications of an immediate nature that impact a Student's access to the Education Program or are related to the Students' academic participation and/or academic achievement. By accessing the Licensed Collateral, the School and Authorized Users will be deemed to have consented to receive such communications.

Schedule 8

Technology

1. Technology. In support of the Spring Term, Pearson will provide Computer Technology on an as needed basis, focusing first on School and Administrative Staff, and second on Students whose Chromebooks require replacing or are not otherwise enabling those students to engage the Education Program. Assuming the School is reauthorized and issued a charter contract by Authorizer that expires on June 30, 2024, Pearson will provide the following Computer Technology and services associated therewith in support of the 2023-24 Academic Year**:**

   a. School and Administrative Staff. Pearson will provide and maintain in working condition Computer Technology for School Staff and Administrative Staff. Any Computer Technology provided by Pearson will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner. Notwithstanding the above, all School and Administrative Staff data files stored on the Computer Technology shall remain the property of the School and Pearson shall make reasonable efforts to provide the School an opportunity to remove the data prior to the return of devices upon the termination of this Agreement or upon the termination of employment of such respective School Staff, whichever is sooner.

   b. Students. Pearson will provide technology to every Student upon Customer's request to fully access the curriculum. Such Computer Technology will be the exclusive property of Pearson or its contractors and will be returned upon the termination of this Agreement, or when the Student is no longer Enrolled, whichever is sooner. Pearson may invoice Caretakers of Students, unless prohibited by law, for Computer Technology not returned.

   c. Technology Support. Provide 24/7/365 technical support through on-line Help (in the EMS) and live phone support via Pearson Support Services to families and students and School Staff. Procedures for contacting Pearson Support Services are shared during the onboarding process and are posted for families and staff in the EMS. Currently technical support hours for Students and Caretakers are Monday-Friday 9:00 a.m. to 9:00 p.m. (ET), and to School Staff Monday-Friday 8:00 a.m. to 6:00 p.m. (ET). Technical support hours are subject to change. For Students not using computer technology provided by Pearson, Pearson shall provide initial technical support to ensure Students have the minimum requirements necessary to participate in the Education Program, and ongoing technical support on an as needed basis for the Students' use of the EMS.

   d. Student Technology Support Stipend Administration. To the extent the Customer has established a student technology support stipend program, Pearson shall act as the agent for administering such a program. Payment of the stipend to eligible households would be facilitated by Pearson, which will be issued to the Caretaker (and in certain circumstances, the Student) according to the schedule outlined in the School handbook, which shall be consistent with the rate used in the development of the Budget, when applicable. The Customer's student technology support stipend program will be limited to the eligibility and amount required by law unless Pearson has agreed to a program that exceeds the minimum required by law.

For the Spring Term, Pearson will work, consistent with the Transition Agreement, with Predecessor to maintain in place the current Technology solution implemented by Predecessor and to the extent necessary and feasible augment the Predecessor Technology solution on a case by case basis .

Schedule 9

Customer Responsibilities

1. General. The Customer is responsible for monitoring the Education Program quality and efficacy, implementation of the Pearson and GLLA model with fidelity, monitoring Student safety and well-being, and ensuring the School's financial accountability, as well as adopting any necessary policies to comply with State law in oversight of the School, and overseeing Pearson's day to day operation of the School, except for those services to be performed by Customer under this Agreement. Customer specifically acknowledges its responsibility to work closely with Pearson during the transition from Predecessor to Pearson as the Education Program Service Provider and to take all necessary action with respect to Predecessor to effect as smooth as possible a transition from Predecessor to Pearson, including recovery of any funds due to the School for any Academic Year, including the 2022-23 Academic Year and implementation of the Transition Agreement. Customer further acknowledges its responsibility to pay all obligations that arise out of or during School operations that precede commencement of the Short-Term period, including any costs resulting from any dispute between Predecessor and Customer.

    a. The School Board shall be responsible for determining the budget reserve included in the School's annual budget and any budget amendments. In addition, the School Board is responsible for implementing fiscal policies that will assist the School in attaining the stated budget reserve amount(s).

    b. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the School Board is responsible for designating the Chief Administrative Officer ("CAO") of the School. If the School employs a superintendent or a person having general administrative control, then the School Board may designate that employee as the CAO of the School. If the School does not employ a superintendent or person having general administrative control, then the School Board shall designate an School Board member as the CAO of the School. Neither Pearson nor any Pearson owner, officer, director or employee shall be designated as the CAO of the School, but a Pearson employee may assist the CAO in carrying out their duties.

    c. No provision of this agreement shall restrict the School Board from waiving its governmental immunity or require the School to assert, waive or not waive its governmental immunity.

2. Diplomas. Grant diplomas based on attainment of minimum requirements for graduation with a School diploma.

3. Testing and Assessments. Understanding the logistical limitations under which Customer is operating for the Spring Term, and with the support of Pearson, administer benchmark assessments, as well as all State-required testing and other State-mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State standardized tests or other State mandated testing. Current benchmark assessments available include Renaissance, NWEA MAP, and i-Ready ("Benchmark Tests"). Customer commits to administering one of these benchmark assessments three times a year (beginning of year, middle of year and end of year, and provide resulting data to Pearson, which data will be used to analyze and develop recommendations for areas of improvement.

In addition, Customer will ensure the benchmarking data will be used by the School to make instructional decisions for each Student. As a supplement to the Benchmark Tests, Customer will ensure that the School will share data from other State required Classroom Diagnostic Tools (CDTs), to the extent the sharing of such data is permitted under applicable law including FERPA.

4. Curriculum Modification Requests. Engage the Solutions Partner with respect to all Curriculum Modification Requests as early as possible. Information regarding timelines and process to be followed for Curriculum Modification Requests can be found at https://www.connectionsacademy.com/product-highlights. Pearson prioritizes Course Modification Requests that relate to or arise out of a change in regulatory standards. Pearson cannot guarantee other requested modifications will be available by the requested date, but will work with Customer to deliver such modifications within a commercially reasonable timeframe given complexity of request, resource availability, and other such relevant considerations. In the event a specific Curriculum Modification Request cannot be implemented or Pearson is unwilling to implement any Curriculum Modification Request, Pearson shall provide Customer with an explanation with specificity of its decision and engage Customer on other options available to it, given Customer's motivation for the particular modification.

5. Collection of Funds. Except to the extent prohibited by State law, the Customer shall use reasonable efforts to assist in the collection of any amounts that are due from other federal, state and local governmental entities, but shall not be responsible for any amounts that remain uncollected.

    a. No provision of this agreement shall alter the School Board treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's depository account as required by law. The signatories on the School Board accounts shall solely be School Board members or properly designated School Board employee(s). Interest income earned on School accounts shall accrue to the School.

6. Insurance. Maintain the insurance identified on Schedule 12.

7. Student Data Transfer/Access Requests. Customer is responsible for determining that any Customer request for access to or transfer of Student personally identifiable information or Customer information to any third-parties, including government agencies, is appropriate, accurate and compliant with applicable local or Customer policies and procedures, as well as compliant with state or federal law, and for informing Pearson of any restrictions Pearson must follow in providing such requested access or transfer. To the extent permitted by law, the Customer shall hold Pearson harmless and indemnify Pearson regarding such access.

8. Abide by Established Protocols, Policies and Procedures. The Customer shall abide by all Pearson established protocols, policies and procedures in connection with the Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma, and return and recovery policies in connection with the use of Pearson-provided Computer Technology and Instructional Materials. In the event Customer becomes aware of a known or potential conflict with federal, State or local law, that makes compliance with this paragraph impossible or impracticable, Customer shall immediately provide Pearson with written notification of the known or potential conflict and

work with Pearson to satisfactorily resolve such conflict. During any period of time that the Customer fails to: (i) implement the Education Program with fidelity, including use of technology that can be effectively used to access the EMS and curriculum; (ii) timely and consistently implement any School Improvement Plan; or (iii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to implementation of the Education Program brought to the Customer's attention by Pearson, Pearson and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under Schedule 13 - Indemnification, of this Agreement.

9. Regular Meetings. The Customer shall meet regularly with Pearson's Customer Success Partner team to discuss updates related to the School operation and performance, school leader performance, as well as the parties' relationship. Throughout the Spring Term, the Board Chair or its designee shall at minimum meet bi-monthly to discuss the transition from Predecessor to Pearson and the School operations during the Spring Term, as well as the transition as it relates to the 2023-24 Academic Year. Customer will facilitate meetings with Board Chair, Pearson and Authorizer on a cadence agreeable by Authorizer.

10. Non-Pearson Computer Technology. In the event that the Customer elects to procure any of its Computer Technology from a source other than Pearson, Customer shall provide written assurances to Pearson that the Customer or other third party will provide comprehensive logistical support services comparable to those provided by Pearson and will assume all liability related to any failure by the School to provide such services.

11. Other Services. To the extent there are products and services not included in the Education Program and the Customer elects to contract with a third party other than Pearson for such products or services, it shall be the Customer's responsibility to ensure that such products or services are provided consistent with the Budget and in accordance with any requirements of Charter School Law or other applicable law and any requirements in the Charter.

12. Charter Contract: The terms of the current Charter Contract, as well as any subsequent Charter Contract entered into by and between the Customer and the Authorizer ("Charter Contract") and the transition agreement area critical documents, the terms of which (including Authorizer itself) are fundamental to Pearson's decision to enter into and remain a party to this Agreement. Customer will provide written notification to Pearson of any amendment to the Charter Contract. To the extent such amendment materially changes any rights or obligations of Pearson under the terms of this Agreement, Pearson shall have the right to terminate this Agreement at the end of the Academic Year in which the Amendment is executed.

Schedule 10

Collection of Funds, Pricing and Payment Terms

1. Pricing and Payment Terms:

   a. Payments. During each year of the Term, including the Spring Term, as compensation for the Education Program under the terms of the Agreement, the Customer shall pay Pearson after, payment of any amounts paid to the Authorizer, ninety-six percent (96%) of all funding it is entitled to receive under the terms of its Charter Contract, including any federal and state grants, special education funding, and Title funding (collectively "School Funds"), regardless of the timing of the receipt of such funds, from which Pearson shall pay all operating costs of the School as detailed in the Board approved budget, as may be amended by the Board, and as otherwise noted in 1. b. below (Board Fund). To the extent any Elementary and Secondary School Emergency Relief ("ESSER") funds have not been budgeted as of the Effective Date, Pearson and Customer agree to budget such funds for Staff compensation, substitute teachers, credit recovery programs, summer school, dual credit or other academic programs in support of the Education Program and as otherwise allowable by and consistent with ESSER guidelines. All such ESSER reimbursements shall be paid to Pearson consistent with applicable guidelines. To the extent ESSER funding is not fully expended by the end of the Agreement term, Customer shall retain the right to expend the unspent balance as deemed appropriate by Customer

   b. Board Fund. As noted above, Customer shall retain four percent (4%) of the School Funds, as well as its previously accumulated Fund Balance (the "Board Fund"). Customer is responsible for using the Board Fund to pay all of the Customer's required expenses, such as legal expenses and audit fees, legal settlements or damage awards stemming from legal/regulatory action arising out of the 22-23 Academic Year or previous Academic Years, consultant fees; expenses owed to Pearson and insurance premiums; other expenses related to or arising out of the 22-23 Academic Year or previous Academic Years not specifically identified in this Agreement as a Pearson obligation. Any remaining funds in the Board Fund can be used at the Customer's discretion or reserved for future use. Customer shall exercise its discretion such that at no time shall the Board Fund fall into a deficit. In the event that after exercising such discretion with all due diligence, the Board Fund falls into a deficit balance, Pearson will provide one-time credit, not to exceed $100,000 to assist with restoring a positive Board Fund balance.

   c. Funding Collection. Customer shall work with Pearson to collect all funding to which the School is entitled to receive. Pearson shall provide to Customer necessary documentation required by Michigan law to demonstrate compliance with respect to funding eligibility.

   d. Staff Compensation. Pearson shall be responsible for the payment of all salaries, benefits, and taxes (collectively "Staff Compensation Expenses") paid to or on behalf of School Staff and Administrative Staff. Federal and State grant funds will in part or in whole be applied to Staff related Compensation Expenses in accordance with applicable grant guidelines.

   e. Set-Up Fee. To compensate Pearson for extraordinary activities and costs associated with the Short-Term transition and program implementation, Customer shall pay Pearson a one-time set up fee of $720,000. In the event that the School is reauthorized and issued a

charter contract by Authorizer ending June 30, 2024, the Set-Up fee shall be discounted to $494,800.

2. Invoicing.

   a. The School Board may either pay or reimburse Pearson for approved fees or expenses upon properly presented documentation and approval by the School Board; or the School Board may advance funds to the Pearson for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for School Board ratification at its next regularly scheduled meeting. Pearson shall invoice Customer monthly, unless the Parties agree in writing otherwise. Customer shall remit payment to Pearson for these invoices within thirty (30) days of receipt. Any other payments due to Pearson by Customer for funds received for additional state or federal revenues or receipts for Students with Special Needs shall be paid within thirty (30) days of Customer's receipt of such funds. The Parties may establish alternate payment arrangements by mutual agreement. In no event shall failure by Pearson to invoice Customer, in part or in full, constitute an abrogation of Customer's obligation to make payment to Pearson as provided for in this Schedule. Pearson shall be a priority vendor with respect to timing of payment, regardless of when a competing payment obligation arises, unless Pearson specifically agrees otherwise. With the exception of Pearson invoices, funds received by the School in a given Academic Year shall be used to pay obligations incurred in support of that Academic Year before being applied to obligations incurred in support of a past or future Academic Year. However, in all cases Pearson is a priority vendor with respect to payment obligations.

   b. In the event Pearson refunds or otherwise remits to Customer a sum greater than a refund or other payment obligation due, Customer is obligated to return any overpayment to Pearson upon receipt of notice of such overpayment.

3. Payment Agent. For the limited situations where Customer will need the support of a payment processor, the parties may agree to have Pearson act as its payment agent for various expenditures, in which case Pearson shall act as Customer's payment agent/payment processor. Pearson will submit to the Customer appropriate documentation evidencing payment of such expenditures and upon said submission shall be entitled to a dollar for dollar reimbursement for these expenses. All such payment agent services provided by Pearson shall be exclusively for expenses accruing in Academic Years covered by the Term. Pearson can, at any time, request the Customer prepay the amount of the expenditure prior to issuing payment on the Customer's behalf. See section 9.d for further information related to payment processing obligations.

4. State Audit Adjustments. To the extent that any adjustments as a result of a state audit are the result of Pearson's failure to adequately perform its responsibilities under this Agreement, Pearson will be required be responsible for any audit findings. Customer acknowledges that any audit findings based on School performance and/or operations data that is related to or arises out of the School's operations through June 30, 2023 will not be attributable to Pearson and therefore (no liability attach to Pearson as a consequence of those findings, including results of the February 2023 count day), unless it can be proven that any deficiency or finding is solely attributable to Pearson and not in any way attributable to Predecessor and/or Customer.

5. School Financial Services. Pearson shall:

   a. Provide accounting support services to the Customer, including providing all necessary supporting reports for all Pearson's activities under this Agreement.

   b. Pearson will provide the School Board monthly financial statements that (at a minimum) include: a balance sheet, and an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.

   c. Assist the School in the development of a Budget for the Customer's consideration and approval on an annual basis as well as any required Budget amendments.

   d. Provide audit support and local, state and federal financial reporting support, as well as related consultation support to the Governing Board, its finance committee and its audit committee. Audit support for the 2022-2023 Academic Year is subject to the qualifying language set out in Schedule A.

   e. Not select or retain the independent auditor for the School.

   f. For the limited situations where Customer will need the support of a payment processor, Pearson will serve as an invoice payment processor for the School. All costs associated with the payment processing of such invoices, however, remain the responsibility of the School and will be reimbursed at cost to Pearson. In the event Customer requests invoice processing for an invoice, and Pearson reasonably believes (i) the Customer lacks sufficient funds to reimburse Pearson within thirty (30) days of presentation, or (ii) timely reimbursing Pearson will result in the Customer not having sufficient funds to timely pay Pearson for services rendered pursuant to the terms of this Agreement, or (iii) payment of such invoice is for services that supports the Customer for an Academic Year during which Pearson is not going to be providing services under this Agreement or a renewal of this Agreement or supported the Customer prior to the Effective Date of this Agreement, or (iv) Customer is in arrears on its payment obligations to Pearson for any reason, then Pearson, in its sole discretion, may refuse to process such invoice or require prepayment of the reimbursement as a condition of processing the invoice. For payment obligations of the School arising during or out of the time period commencing on or before the Effective Date through June 30, 2023 (including any disputes with Predecessor), Pearson will determine in its sole discretion and on a case by case basis whether to act as Customer's invoice payment processer and under what conditions, including prepayment of invoices being processed.

   g. Any services to be provided by Pearson 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 School. No corporate costs of Pearson shall be charged to, or reimbursed by, the School.

Schedule 11

Notice Information

Notices. All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Pearson:	Connections Education LLC dba Pearson Virtual Schools USA 509 S. Exeter St, Suite 202 Baltimore, MD 21202 Attn: General Manager
With a copy to:	Pearson Virtual Schools USA 509 S. Exeter St., Suite 202 Baltimore, MD 21202 Attn: Legal E-mail: Legal-PearsonOBL@pearson.com
If to the Customer:	Great Lakes Learning Academy, LLC Anthony Kruckberg 2875 Eyde Parkway Suite 200 East Lansing, MI 48823 Attn: President, Governing Board E-mail: armyblkhawk@yahoo.com
With a copy to:	Douglas McNeil Saunders Winter McNeil 250 Washington Avenue Grand Haven, MI 49417 E-mail: mcneil@lakemichiganlaw.com

Schedule 12
Insurance

1. Pearson Requirements. Pearson will work with Predecessor to maintain in place insurance policies maintained by Predecessor on behalf of Customer through June 30, 2023 or, if not feasible, to put in place insurance for the 2023 Spring Term that meets or exceeds the coverage levels required by Authorizer. In addition, assuming the School is reauthorized and issued a charter contract by the Authorizer ending June 30, 2024, Pearson will maintain and keep in force insurance policies and limits no less than the amounts required under the applicable Charter Contract and the Center's ESP policies as well as such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. Pearson shall maintain such policies of insurance as required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and that in the event the Authorizer or M.U.S.I.C. requests any change in coverage by Pearson, Pearson agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. Pearson's insurance is separate from and in addition to the insurance the School Board is required to obtain under the Charter Contract. The below limits of liability may be provided under the primary insurance policies, or in a combination with the limits provided by an Umbrella or Excess policy. The School will be included as an additional named insured under the below policies as allowed by law, or Pearson shall procure stand-alone policies on behalf of the School with similar coverage and limits, but in no event less than required by charter, applicable law, or both.
    a. Workers' Compensation insurance, including Employer's Liability coverage with limits of at least $1,000,000 for each coverage provided thereunder.
    b. Commercial General Liability insurance with limits of at least $10,000,000 per occurrence and in the annual aggregate.
    c. Sexual Abuse and Molestation coverage with limits of at least $5,000,000 per each abusive conduct limit and in the aggregate.
    d. Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than $1,000,000 each accident.
    e. Property Insurance for the agreed upon replacement cost value of personal property.
    f. Educator's Legal Liability insurance in an amount no less than $5,000,000 each claim and in the annual aggregate.
    g. Crime Insurance in the amount of no less than $500,000 each claim and in the annual aggregate. Each claim limit applies separately to Crime coverages: Employee Theft, Forgery or Alteration, Computer and Funds Transfer Fraud, Money Orders & Counterfeit Currency, and Money & Securities inside and outside the premises.
    h. Pearson will assist the School with procuring Directors and Officer's Insurance in the amount required by the Authorizer and/or State law, but in no event less than One Million Dollars ($1,000,000) in the aggregate.
2. Customer Requirements. Except for that insurance identified above, obtain and maintain the insurance as may be required and/or permitted by applicable law and as appropriate in connection with Customer's responsibilities under this Agreement. To the extent permitted by applicable law and if explicitly authorized in writing by the Customer's insurer, Pearson shall be added as additional named insured on all policies of insurance obtained and maintained by and for the benefit of the School. Additionally, insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the School.

Schedule 13

Legal Terms

1. Term. The Term of this Agreement shall be as described in Section 2 of the cover page of this Agreement.

2. Termination. Any notice of early termination shall take effect at the closing of the last day of the Academic Year, unless otherwise agreed to by the parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth herein no later than December 15 of the current Academic Year, unless another date is specifically provided for, and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

   a. By either Party if Authorizer does not reauthorize the School and issue a charter contract by Authorizer ending June 30, 2024.

   b. By either party, if one (1) party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect the cure and the breach at issue does not objectively lend itself to cure within that thirty (30) day period, then such additional time as necessary to complete the cure, but in no event longer than sixty (60) days following written notification of the breach. Allegations of breach by Customer arising out of or related to the delivery of services set forth in the Schedules identified in Schedule A shall not be a basis for termination of this Agreement until July 1, 2024

   c. By Pearson, if, in Pearson's sole opinion, (i) the payments to which Pearson is entitled as set forth in Schedule 10 of this Agreement are not paid in accordance with terms of the Agreement or are materially reduced as a result of a change in funding provided to the School, or (ii) applicable laws or regulations impose requirements that are materially different from those previously provided under this Agreement and Pearson is unwilling or unable to make the required changes. Termination under this provision may only take effect on the earlier of the effective date of the change in funding provided to the School (as applicable) or at the end of the then current Academic Year;

   d. By Pearson, if there are unresolvable differences between the Parties relating to what Pearson, in its sole discretion, considers to be conduct that reflects materially and unfavorably upon Pearson's reputation with respect to the manner in which School carries out its responsibilities under the terms of this Agreement and Pearson provides the School with thirty (30) days written notice of its intent to terminate during which such time the Parties shall work in good faith to alleviate to Pearson satisfaction the circumstances giving rise to the unresolvable differences. Termination under this provision may only take effect at the end of the Academic Year in which such notice is given;

   e. By either party, immediately, if the Charter is terminated or if the School is otherwise no longer authorized by the Authorizer as required by applicable state law and regulation.

3. Obligations in Anticipation of Termination or Non-Renewal. Assuming the School is reauthorized and issued a charter contract by the Authorizer ending June 30, 2024, then as to Academic Years 2024-25 and beyond, in the event the Agreement is not renewed, but the School's Charter is renewed, Customer shall be solely responsible for providing all services in

support of the School's preparation for the Academic Year following termination or non-renewal of the Agreement, regardless of when during the calendar year those services typically commence. Such services include, but are not limited to, marketing, enrollment, intent to return process, budget development, development of any charter renewal application or other public filings. For example, if the Agreement terminates or non-renews as of June 30, 2024, then any services historically provided by Pearson in preparation for an upcoming Academic Year (in this example, the 2024-2025 Academic Year), is the sole responsibility of Customer. In addition, upon notice of Customer's intent of non-renewal or termination, it will be in Pearson's sole discretion whether Customer or School Staff is included in Connections Academy school meetings, trainings and events.

4. Obligations on Termination. In the event this Agreement is terminated by either party for any reason:

   a. Pearson shall provide reasonable assistance to Customer in the Customer's transition of Pearson's responsibilities or in the wind-down of the School's operations; provided, however, this provision shall not apply if the Agreement was terminated due to Customer's material breach thereof.

   b. Each party will promptly (not later than thirty (30) days after the effective date of termination) return to the other party all Confidential Information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement;

   c. All access to the EMS and other educational products and services contracted for herein shall be discontinued upon the effective date of any such termination;

   d. Pearson shall provide to Customer copies of all Student Records not otherwise in the School's possession or able to be taken into Customer's possession through self-help means available to the Customer through its access rights, within a reasonable time after receipt of such request, taking into account Pearson's competing priorities;

   e. The Customer shall pay Pearson all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

   f. Customer's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The Customer agrees that within thirty (30) calendar days from the date of termination, all references to "Connections Academy" or "Pearson", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

   g. In the event the Agreement terminates due to the School's cessation of operations for any reason, Customer shall pay a "Wind-Down Service Fee" as follows:

      i. If the termination date is a date prior to the start of the 2023-24 Academic Year, the Wind-Down Service Fee shall be an amount equal to $500 multiplied by the number of students enrolled on the last day Students enrolled in the School are provided access to the EMS;

5. Grant of Rights and Access.

   a. License. Pearson hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the EMS and the Content and Instructional Materials and other Intellectual Property contained in the EMS (collectively the "Licensed Collateral"). The Authorized Users' right to access and use the Licensed Collateral is solely for the intended purpose for which the access is granted and is subject to Pearson's Intellectual Property provisions of this Agreement set forth below, as well as the Terms of Use, which may be updated from time to time (https://www.connexus.com/public/termsOfUse.html) and the School Handbook (The Terms of Use will govern in the event of any conflict between the Terms of Use and the School Handbook). Pearson may update the features and functions of the EMS from time to time. Any right to use the Content and Instructional Materials shall be solely for the applicable Course for which a Student is enrolled or that an Authorized User is otherwise authorized to access.

   b. Permitted and Prohibited Uses.

      i. All rights not expressly granted to the School and Authorized Users pursuant to this Agreement are reserved to Pearson, and any uses of the Licensed Collateral by the School and Authorized Users not expressly permitted in this Agreement are strictly prohibited.

      ii. Unless otherwise authorized by Pearson in furtherance of the delivery of Education Program related services, School will not, and will not permit Authorized Users, School's employees or agents or any third party to: (i) access the Content and Instructional Materials or the EMS, except in connection with Courses for which a Student is enrolled; (ii) use the Curriculum, Content and Instructional Materials except in strict compliance with the Agreement, the Terms of Use and the School Handbook; (iii) copy, reproduce, modify, alter, transfer, transmit, perform, publish, display, sub-license, distribute, circulate provide access to, rent, or create Derivative Works from the Content and Instructional Materials or any portion thereof; (iv) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Content and Instructional Materials or of the EMS; (v) upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of the EMS; (vi) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the control or security systems of the EMS or the Content and Instructional Materials, nor allow or assist a third party to do so; (vii) use the Content and Instructional Materials in a manner that disparages the EMS, Content, Instructional Materials, Pearson or its content providers, or in any manner that Pearson may, in its sole discretion, deem inappropriate; or (viii) disclose Log-In Information or permit access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information.

   c. Usage Guidelines and Rules of Conduct. The School (including its employees and agents) and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only. The School will comply and assure compliance by its

employees, agents and the Authorized Users with Terms of Use of the EMS, Privacy Policy, and other applicable Pearson policies, as well as the School Handbook, all or any of which may be updated from time to time. The Privacy Policy and Terms of Use are posted on the Website and are accessible from the EMS login page. The School acknowledges that Pearson may also institute basic rules for academic and personal conduct for Authorized Users' use of the Licensed Collateral, and that Pearson will enforce those rules in its sole discretion, including terminating access for Authorized Users in the event of their failure to adhere to those rules. Included in the rules of conduct are prohibitions against any Authorized User's attempt to make inappropriate communication or contact with any other Authorized Users through the EMS, as well as, hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to the EMS. The School shall immediately provide Pearson with written notice of any unauthorized use or distribution of the Content, Instructional Materials, Education Program, or any use of the EMS that violates the Terms of Use, of which the School becomes aware and shall take all necessary steps to ensure that such unauthorized or inappropriate use or distribution is terminated.

d. Security and Use of Passwords. Each Authorized User will have a username and password for the purpose of accessing the EMS and the Content and Instructional Materials (the "Log-In Information"). The School and its Authorized Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned Authorized User. The School and its Authorized Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the EMS and/or the Content and Instructional Materials by unauthorized persons using an Authorized User's Log-In Information. Unauthorized access to or use of the EMS and/or the Content and Instructional Materials by someone using an Authorized User's Log-In information may be attributed to such Authorized User.

e. Availability and Support. Pearson strives to provide access to the EMS twenty-four (24) hours per day, seven (7) days per week; however, it is anticipated that there will be periodic system interruptions due to occasional computer technology failures, system maintenance and updates, and/or internet provider service interruptions and that those interruptions may be for an extended period of time due to events such as but not limited to times of social disruption, cyber-security incident, or catastrophic system failures or preemptive measures taken to avoid or minimize an unauthorized data disclosure event, cyber-security incident or catastrophic system failure. Any system access failures resulting from degradation or loss of internet access is outside the control of Pearson and cannot be attributed to Pearson.

f. School Name. During the Term, Pearson grants a limited, royalty free, nontransferable license for the duration of the Term, unless terminated earlier as described herein, to use the Star person design mark in proximity to its School name, Great Lakes Learning Academy, the School being operated under the terms of this Agreement. School agrees to adopt as requested by Pearson, any aesthetic changes, such as font and color scheme, to the Star person design mark or other design mark that Pearson adopts to be used in proximity to the School name. The School agrees that Pearson is permitted to place in proximity to the School's name an endorsement, including but not limited to "by Pearson."

g. Social Media. As part of its public relations and outreach service offering to Customer, Pearson has agreed to develop, manage and maintain a website and other social media

presence, which currently consists of a Facebook page, but may expand or be migrated to other social media platforms (collectively "Social Media Channels"), exclusively for the use of the School. The design, branding/name, URL, content (including quoted material from School teachers and families obtained by Pearson) are for use on the website and Social Media Channels, including related metadata, and are developed and maintained by Pearson as its exclusive intellectual property. School is hereby granted a beneficial license to the website and Social Media Channels during the term of this Agreement, and any extension thereto. Customer is prohibited from creating branded Social Media Channels without the express written consent of Pearson, which consent can be freely withheld. Updates to the website or Social Media Channels, except updates required by law, shall no longer be made as of February 20 of the last year of the Term and Social Media Channels will be deactivated as of April 30 of the last year of the Term. Further, except for graduation support, no School specific public relations services will be provided after April 30 of the last year of the Term. Under no circumstances is Customer or any third-party service provider of Customer permitted to copy or otherwise use any content, including metadata, from Pearson's developed and maintained website and Social Media Channels. All search history, metadata, and similar attributes of use of the website and Social Media Page Channels inure to the exclusive benefit of Pearson.

6. Trademarks.

   a. Pearson and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. Pearson trademarks can be found at:

      http://www.connectionsacademy.com/Libraries/PDFs/CACommonLawTrademarks.pdf (collectively, the "Licensed Marks"). Pearson grants to the School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to pre-approval of such use by Pearson. The School agrees to use the Licensed Marks in accordance with any trademark usage guidelines provided by Pearson, the most up-to-date version of which can be found at: http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx. Pearson retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Pearson.

   b. Upon termination of this Agreement, the School's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The School agrees that within thirty (30) calendar days from the date of termination, all references to Star person, "Connections Academy", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.

7. Intellectual Property.

   a. Limitations on Use. The Licensed Collateral, including but not limited to, the EMS and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Pearson trademarks and copyrighted works are the Intellectual Property of Pearson. The School's right to use and benefit from said Intellectual

Property is limited to its license rights set forth in this Agreement and shall terminate automatically with the termination of expiration of this Agreement.

b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Pearson to the School, School Staff, Students, Caretakers, or Learning Coaches.

c. No Use of School Funds to Develop or Procure. No School funds shall be used by Pearson to develop or procure Courses or Content or Instructional Materials or improvements to the EMS, provided, however, any School funds paid to Pearson for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds, but shall be compensation for services rendered by Pearson. Any use of such compensation by Pearson shall be its proprietary information, subject to trade secret protection, and not subject to disclosure.

8. Confidentiality.

a. Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only in connection with the furtherance of the business relationship between the parties, and the receiving party shall make no further use, in whole or in part, of any such Confidential Information. The receiving party agrees not to disclose, deliver or provide access to all or any portion of the disclosing party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving party will treat the Confidential Information with the same degree of care and confidentiality that the receiving party provides for similar information belonging to the receiving party that the receiving party does not wish disclosed to the public, but not less than holding it in strict confidence.

b. Student Records. Pearson and the School acknowledge and agree that pursuant to FERPA and any regulations promulgated thereunder, the parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA (also referred to herein as "Student Records"). The parties acknowledge that the School at all times retains ownership of Student Records and that each party must perform its obligations under the Agreement in compliance with FERPA and any regulations promulgated thereunder. Pearson and the School each designate the Lead School Administrator, School Staff, Customer, third party service providers (including Pearson and volunteers who are providing educational and/or administrative services to the Students as agents of the School) as individuals having a legitimate educational interest and thus entitled to access education records under FERPA. Pearson and the School shall also maintain Student Records in accordance with all other applicable laws and regulations.

c. Exceptions. The foregoing shall not prevent the receiving party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving party shall promptly notify the disclosing party of any such request for disclosure in order to allow the disclosing party full opportunity to seek the appropriate protective orders, and (ii) the receiving party complies with any protective order (or equivalent)

imposed on such disclosure. It is understood and agreed that this is not intended to permit the disclosure of education records referenced in the sub-section above, unless permitted by Applicable Law.

d. Directory Information. To the extent permitted by law, Pearson is authorized by Customer without submitting a formal public records request, to collect Directory Information from School for purposes of supporting Pearson's advocacy efforts on School's behalf and for communicating with families about other educational opportunities available through Pearson or its affiliated businesses.

e. Return of Confidential Information. The receiving party agrees that it will, within ten (10) days after written request by the disclosing party, return to the disclosing party, or at the option of the disclosing party, destroy and certify in writing the destruction of, all Confidential Information received from the disclosing party, including copies, reproductions, electronic files or any other materials containing Confidential Information.

f. Remedy for Breach. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information or other trade secret information to which a party gains access (either authorized or unauthorized) and that a party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9. Indemnification.

a. Indemnification Obligations Prior To July 1, 2023. To the extent permitted by law, Customer shall defend, indemnify, save and hold harmless Pearson, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together "Indemnified Party") against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party ("Claim") to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Customer and/or Predecessor, its agents, employees, subcontractors, or assigns in connection with School operations occurring prior to July 1, 2023. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of this Agreement.

b. Indemnification Obligation As of July 1, 2023. To the extent permitted by law, each party shall defend, indemnify, save and hold harmless the other party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together "Indemnified Party") against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney's fees) made, brought, incurred, or alleged by any third party ("Claim") to which the Indemnified Party, its Affiliates and their respective directors, officers, agents and employees may be subject to liability by reason of any wrongdoing, misconduct, negligence, willful misconduct or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination of

this Agreement. Pearson's obligations hereunder shall be limited to services provided in support of the 2023-24 Academic Year and beyond.

c. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the Indemnifying Party to control the defense, and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the Indemnifying Party, the Indemnified Party may, at its expense, retain its own counsel. If the Indemnifying Party does not promptly assume the Indemnified Party's defense against any third-party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party's expense.

10. Power and Authority; Authorization. Each Party has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. The Customer has provided and will provide Pearson with the authority and power necessary and proper to undertake its obligations and responsibilities pursuant to this Agreement.

11. Sales Tax, Gross Receipts Tax or Other Business Tax (collectively "Business Tax"). The School shall provide Pearson with support that it is tax exempt. The School shall be responsible for all state or local Business Tax assessed, if any, based on the Education Program provided by Pearson hereunder, regardless of whether such law assigns responsibility for payment of the tax to Pearson.

12. Limitation of Liabilities. In no event will either Party, or such Party's Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other Party or such Party's Affiliates, directors, officers, employees, or agents.

13. Governing Law. This Agreement shall be governed and controlled by the laws of the State in which the School is located. Any legal actions prosecuted or instituted by any party under this Agreement shall be brought in a court of competent jurisdiction located in that State, and each party hereby consents to the jurisdiction and venue of any such courts for such purpose.

14. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section, including disputes related to whether a Party has breached this Agreement, unresolvable difference between the Parties, or Customer's payment of sums owed to Pearson under this Agreement.

    a. Negotiation. The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the Senior Vice President of Partnerships and Customer Success for Pearson and Customer's designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Pearson and the School as the Parties mutually deem appropriate.

    b. Mediation. In the event the parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the Parties are unable to agree to such processes and procedures, the Parties agree to submit the matter to

a third party agreed upon by the Parties, who will establish the processes and procedures by which such unresolved disputes will be mediated. In the event the dispute arises out of an early termination provision allowing for a cure period, mediation must occur within the cure time frame permitted under such provision. For any mediation, a cause opinion (written explanation) as to the final decision is required. The Center shall be notified of said decision and, upon the Center's request, the cause opinion shall be made available.

c. Confidentiality. The Parties agree to treat all discussions and sharing of documents related to this Section 13 as confidential and not subject to disclosure to any third party to the extent permissible by law, except as consented to by the disclosing Party. In the event the Parties are unable to resolve such dispute through nonbinding mediation, to the extent such dispute remains unresolved, each Party, upon providing the other party ten (10) calendar days' notice of its intent to do so, may pursue their respective contractual, administrative, legal and/or equitable remedies available to them in order to fully resolve such dispute.

15. Attendance at Meetings. The parties agree that during the Term, Pearson is hereby invited (through a Pearson-designated individual or individuals) to attend all Governing Board closed session meetings except to the extent such attendance: (i) is prohibited by applicable law; (ii) will result in a waiver of the attorney/client privilege; (iii) will result in Pearson being present during discussions concerning negotiations regarding the renewal or termination of this Agreement, or (iv) will result in Pearson being present during discussions regarding such other matter with respect to which Pearson has a conflict of interest.

16. Non-Discrimination. Neither Pearson nor the Customer will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or State law.

17. Severability. If any provision of this Agreement 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 Agreement; provided, however, that if such invalidity or unenforceability, in Pearson's sole discretion, materially affects Pearson's ability to provide the Education Program, Pearson may terminate this Agreement.

18. Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Pearson or its managing member or an assignment from or to a wholly owned subsidiary of Pearson, notice of which shall be provided by Pearson to Customer, shall not be deemed a violation of this Agreement if such assignment is made without prior written permission. This Agreement is not assignable without prior notification to the Center. Any assignable party will be considered an educational service provider, as defined by the Center's ESP policies, and will be subject to the same requirements as set forth in the Center's ESP policies.

19. Complete Agreement; Modification and Waiver. This Agreement, including all schedules, exhibits and addenda attached thereto, constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed

in writing by both parties, provided, however, the parties may execute written amended (including restated) schedules without amending the entirety of the Agreement. Unless any amendment results in a modification of fee for services or other remuneration to either party, the SVP, Business Development and Customer Success is authorized by Pearson to execute schedule amendments. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

20. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall exist, or, if such performance has been rendered impossible by such circumstance, then the performance of such obligation shall be cancelled.

21. No Third-Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

22. Professional Fees and Expenses. Each party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

23. 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance of a determination from the IRS that the School is a tax exempt organization under Internal Revenue Code Section 501(c)(3) (only applicable where a school has applied for 501(c)(3) designation).

24. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.

25. Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all the specific requirements of the applicable Charter Contract, applicable local ordinances and the School's policies whether or not specifically listed in this Agreement.

26. Interpretation of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.

27. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

28. Authority to Enter into Agreement. Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party,

enforceable against such Party in accordance with its terms. Each party further warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

29. Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. This Agreement may also be signed in counterparts, which shall together constitute the signed original Agreement. Each Party acknowledges and agrees that it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned PDF or facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile and scanned PDF signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

30. Survival. The rights and responsibilities the parties with respect to Fees and State Audit Adjustments; Trademarks; Derivative Works; Confidentiality; Obligations on Termination; Indemnification; Limitation of Liabilities; Notice; Governing Law; Resolution of Disputes; No Third-Party Rights; Professional Fees and Expenses; Compliance with Laws, Policies, Procedures and Rules; Interpretation of Agreement; and Status and Relationship of Parties, shall survive the termination of this Agreement to the extent permitted by law.

31. Status and Relationship of the Parties. Pearson is a limited liability company organized under the laws of the State of Delaware and is not a division or a part of the Customer. The Customer is the governing board of a State public charter school authorized by State law and is not a division or part of Pearson. The parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. No agent or employee of Pearson shall be deemed to be an agent or employee of the Customer. Pearson shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Customer shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Pearson and the Customer is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Pearson and the Customer. The Parties acknowledge that Pearson has the right to provide the Education Program to others within and outside of the State.

Schedule 14

Index of Defined Terms

"Academic Year" shall mean the school year as defined by the School Calendar under which the School operates.

"Administrative Staff" means any and all individuals employed by or otherwise providing administrative services for or on behalf of the Education Program operated by the School, including but not limited to Lead School Administrator, Principal, School Leader, Assistant Principals and Special Education leader whose primary job responsibilities involve day to day operations of the School, including oversight of the Instructional Staff.

"Affiliates" means any entity controlling, controlled by or under common control with another entity. With respect to Pearson, Affiliate shall also include Pearson plc and its Affiliates. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity whether through the ownership of voting securities, registered capital, contract or otherwise.

"Applicable Law" and "applicable law" is defined herein as the Constitution of the State, the State education laws and/or code, the federal Every Student Succeeds Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to virtual public charter schools in the State.

"Authorized Users" shall mean the Students, Caretakers, Teachers, Instructional Aides, Administrative Staff, Learning Coaches, and School Board members who are authorized to access the EMS, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

"Budget" shall mean the operating budget for the School, as approved by the Governing Board.

"Caretaker" shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student's Caretaker.

"Charter" shall mean the authorization to operate a charter school granted to the School by the Authorizer.

"Charter School Law" shall mean the applicable laws and regulations governing charter schools as codified in statutes and code of regulations of the State of Michigan.

"Community Coordinators" shall mean individuals who volunteer their services to coordinate school-sanctioned community activities and field trips that enhance the educational experience of Students and provide them with the opportunity to engage other Students residing in the immediate geographic area who also attend the School.

"Computer Technology" shall mean (a) computer hardware, software, or both, that shall meet or exceed any specifications required by law, for each eligible household in which one (1) or more Students reside, and (b) any computer hardware, software, or both, required by Administrative Staff or Teachers.

"Confidential Information" shall mean proprietary business, technical and financial information of each of the Parties, including for example and without limitation, each party's respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and School and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs

and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement; (h) login and password information for the EMS; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the EMS; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing Party at all times, and the Parties hereby acknowledge and agree that all such Confidential Information of a Party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise.

"Content" means the components of a Course and/or Service Delivery Resource (as each is defined herein) licensed, designed, developed, owned or provided by Pearson and its third party content partners and delivered in an online format through the EMS (as defined herein) or in an offline format (textbooks and other materials) to teach students in various subjects in grades K–12 and/or to deliver resources in connection with the Services (defined herein). Content may include the courseware, data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts, Teachlet® tutorials and LiveLesson® sessions. Pearson reserves the right to add Content, withdraw Content, modify and/or offer substitute Content, in its sole discretion, provided that the School will receive reasonable notification concerning any substitution or withdrawal that is substantial.

"Course(s)" shall be comprised of a set of lessons and assessments, including Instructional Materials, that shall meet the educational content or other standards established by the State of Wisconsin in order to be recognized for high school credit in grades 9-12 and/or for meeting educational requirements in grades K-8, as the case may be.

"Curriculum" means a program of instruction provided by Pearson, which includes Content and Instructional Materials accessed primarily through the EMS, that, together with Teacher provider additions and/or modifications, shall meet the educational content or other standards established by the State of Wisconsin in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.

"Derivative Works" include any translation, editorial revision, annotation, elaboration, or other modification, correction, addition, enhancement, extension, condensation, upgrade, improvement, compilation, abridgement or other form in which the Content or Instructional Materials or other Licensed Collateral may be recast, transformed or adapted, including but not limited to all forms in which such Derivative Works may or may not infringe any of the copyrights in the Content or Instructional Materials.

"Destroyed" means at minimum removing personally identifiable information from the Student Record stored on Pearson's production systems.

"EMS" means the website or Education Management System (also sometimes referred to as Learning Management System, EMS or LMS) with the URL http://www.Connexus.com, or such

other URL as Pearson or its Affiliates may designate from time to time, through which Authorized Users access Pearson Content via a secure, password protected website. The features and functions of the EMS may be modified and/or updated from time to time by Pearson. Access to the EMS is governed by the Terms of Use located at https://www.Connexus.com/public/termsOfUse.html and defined herein.

"Enrollment Leads" shall mean the Caretaker names, contact information, demographic and other information developed and collected through any and all Pearson marketing efforts (including but not limited to Public Information Campaigns defined herein) at any time before, during or after the initial or any renewal term of this Agreement.

"FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 (g), as amended from time to time.

"Governing Board" shall mean the governing board of the School.

"Intellectual Property" means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include Enrollment Leads, data and materials and other related collateral developed by Pearson, regardless of whether such data, materials and collateral are developed specifically for the School.

"Learning Coach" shall mean a Caretaker of the Student or another adult specifically designated by the Student's Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, which shall be subject to the review and approval annually by the Governing Board. Learning Coaches are not employees or contractors of either the School or Pearson; shall not receive any compensation for their services from either Pearson or the Governing Board; and shall look solely to the Caretaker to collect any alleged agreed to compensation. Learning Coaches shall not fall within the definition of "Instructional Aides".

"Licensed Collateral" shall mean the EMS and all technology, programs, services, and materials hosted thereon to which School is granted access, the Curriculum, all tangible and intangible education materials and other proprietary and copyright protected works and other Intellectual Property to which School is granted a right of use (whether in digital, print or both and including third party content contained therein or linked to therefrom), and all Pearson trademarks and design marks.

"Marketplace" shall mean each of United States and its territories and lawful possessions (individually and in the aggregate).

"Public Information Campaigns" or "PIC" shall mean such activities as outreach efforts to drive awareness and interest of the School to attract eligible students through various channels. Outreach efforts, strategies and tactics may shift throughout the PIC depending on demand, changing consumer behaviors, and testing and optimization of campaigns

"Privacy Policy" means that certain statement of Pearson's practices for handling personally identifiable and non-personally identifiable information gathered by Pearson through the EMS or any web site maintained by Pearson from time to time.

"Related Services" shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psych-educational evaluations,

closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.

"School Calendar" shall be the days when the Education Program under this Agreement will be delivered to Students, as defined by the School Handbook. Pearson will provide Educational Products and Services on those days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Wisconsin law. The School Calendar for each Academic Year is subject to the prior approval of the Governing Board, taking into account all reasonable comments and suggestion by Pearson, and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

"School Handbook" shall mean the set of policies, rules, and guidelines promulgated by Pearson that are to be followed by Students and their Caretakers.

"School Staff" shall refer collectively to Lead School Administrator, Administrative Staff and Teachers.

"SDR" means Service Delivery Resource and relates to any tools, instructions, assessments or other support materials used in the delivery of Services, either through the EMS or otherwise.

"Services" means any service provided by Pearson to Students, including therapeutic or educational services, under the terms of the Agreement between the School and Pearson.

"Special Education Protocols" shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state and federal law requirements.

"Special Education Services" shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.

"Special Needs Students" shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended ("IDEIA") or Section 504 of the Federal Rehabilitation Act of 1973.

"Student" means any person actively enrolled in the School.

"Student Records" shall mean those "educational records," as defined in subsection (a)(4)(A) of FERPA (as defined herein), which the School or Pearson is required to retain in accordance with state law.

"Teacher" means any and all educators (including Pearson Teachers) involved in providing instruction, assessment and/or other educational support of Students pursuant to the terms of this Agreement and the Charter.

"Terms of Use" means certain rules governing how Authorized Users may and may not use EMS and any Content and Instructional Materials accessible through the EMS. The most current version is located at https://www.Connexus.com/public/termsofuse.html

"Website" means the Pearson website with the URL http://www.connectionsacademy.com/home.aspx and any subpages connected thereto.

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 Plans 6-4
Lease Agreement 6-6
Occupancy Approvals 6-39

1. Applicable Law requires that a school of excellence that is a cyber school application and contract must contain a description of and the address for the proposed physical plant in which the school of excellence that is a cyber school will be located. See MCL 380.552(7)(i) and 380.553(5)(f).

2. The address and a description of the site and physical plant (the "Site") of Great Lakes Learning Academy (the "Academy") is as follows:

Address: 2875 Eyde Parkway, Suite 200
East Lansing, MI 48823

Description: The Academy's educational program is delivered through a fully online learning model. While the Academy serves students at all ability levels in grades six through twelve (entity code: 01878), the Academy also offers an alternative education program for students in grades nine through twelve (entity code: 03571). The general education and alternative education programs operate under separate building codes issued by the Michigan Department of Education.

The Academy subleases approximately 10,149 square feet of space from Louis J. Eyde Family, LLC. The building in which the space is located is two stories and includes a brick and glass façade. The space occupied by the Academy is an office suite located on the second floor that will house the administrative office. No students will be occupying this space. The restrooms are located in the building core and are not shared with the other tenants as the Academy is the only occupant of the second floor. There are no playground areas on this site, nor are they needed as students do not occupy this facility.

Configuration of Grade Levels:

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Okemos Public Schools
ISD: Ingham

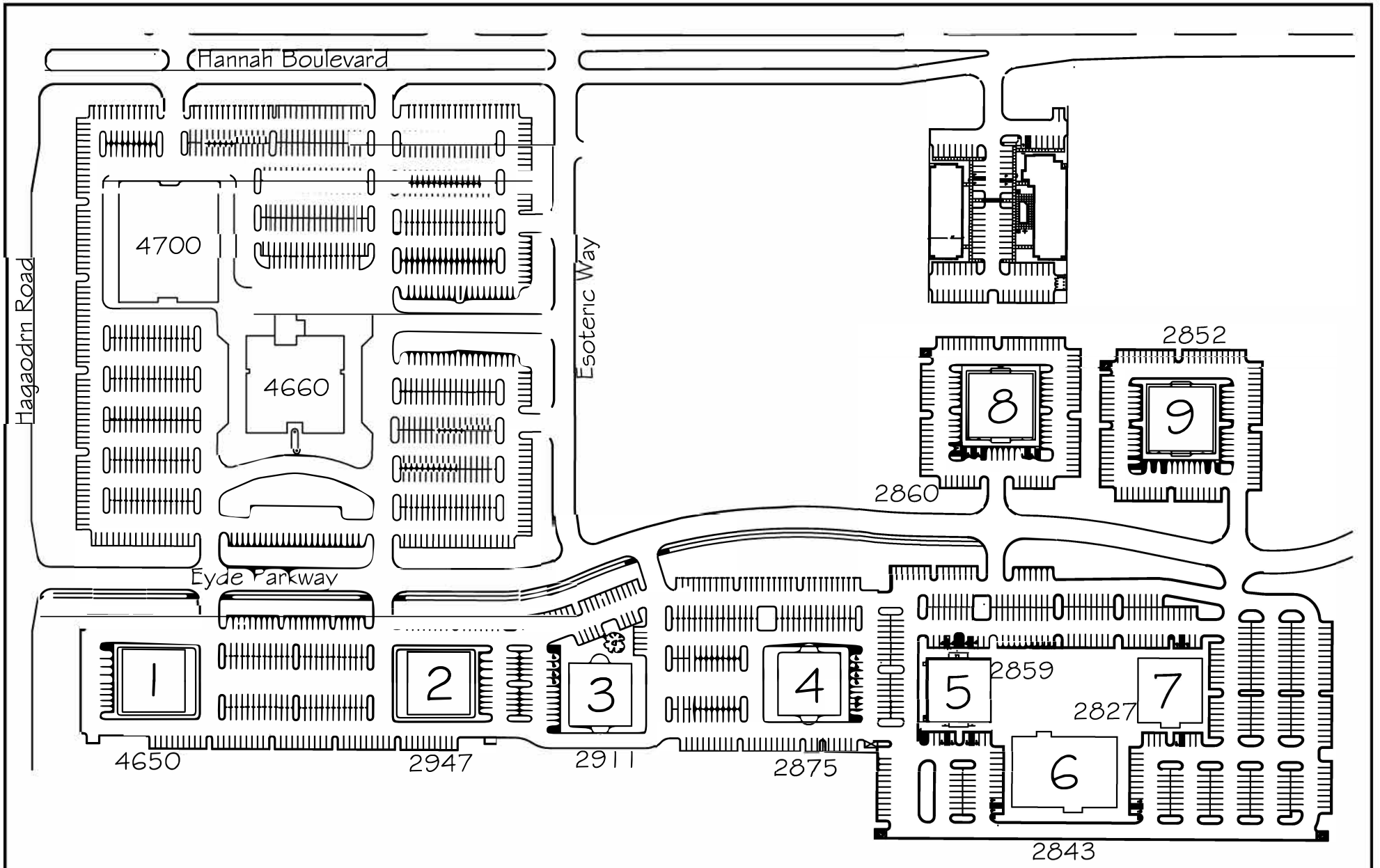
3. It is acknowledged and agreed that the information identified below, about this Site, is provided on the following pages, or must be provided to the satisfaction of the University Board or its designee, before the Academy may operate as a public school in this state.

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 school of excellence that is a cyber school 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 school of excellence that is a cyber school 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 PLAN

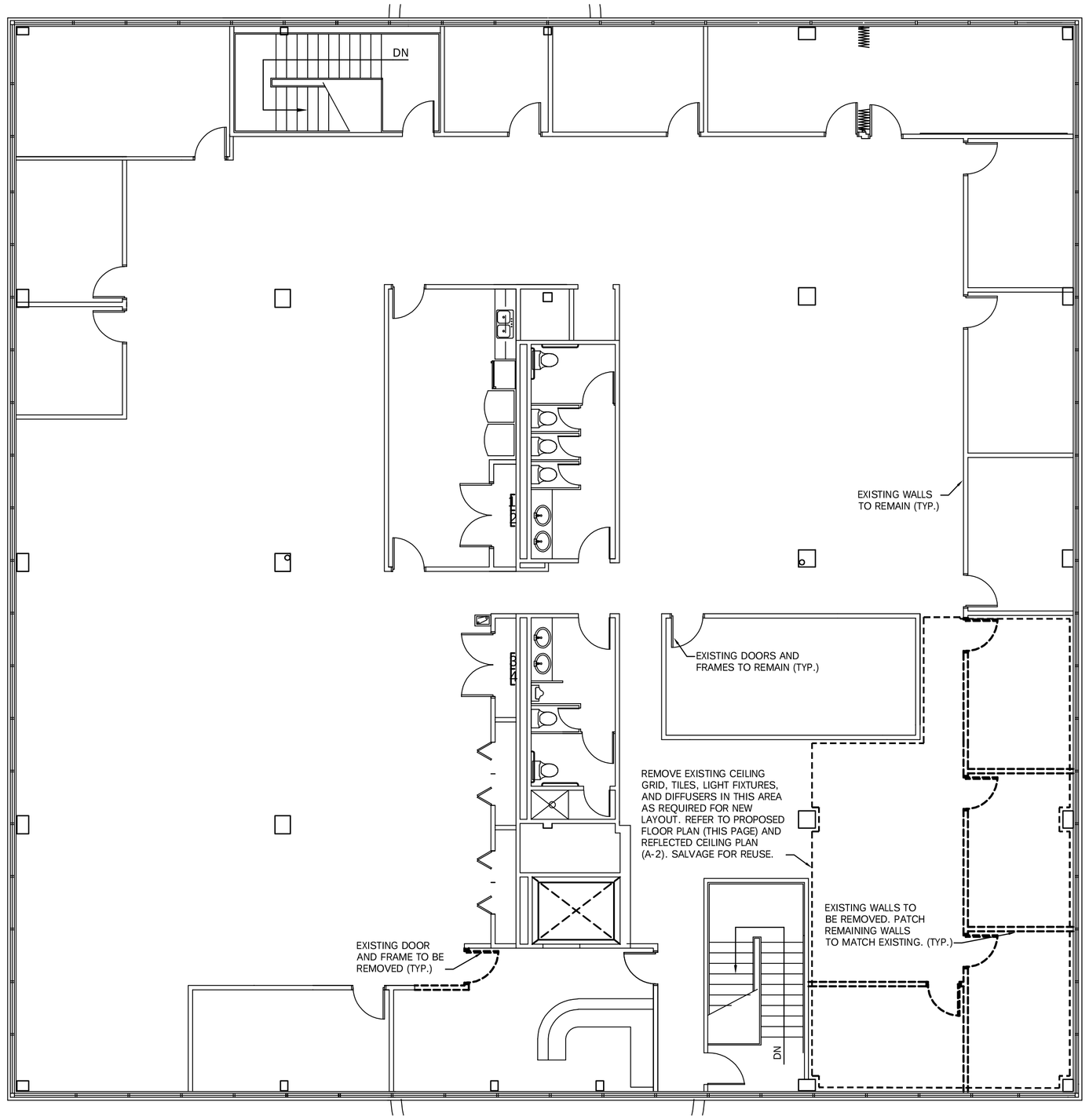
SCALE: NONE

Hannah Farms
East Lansing, MI 48823

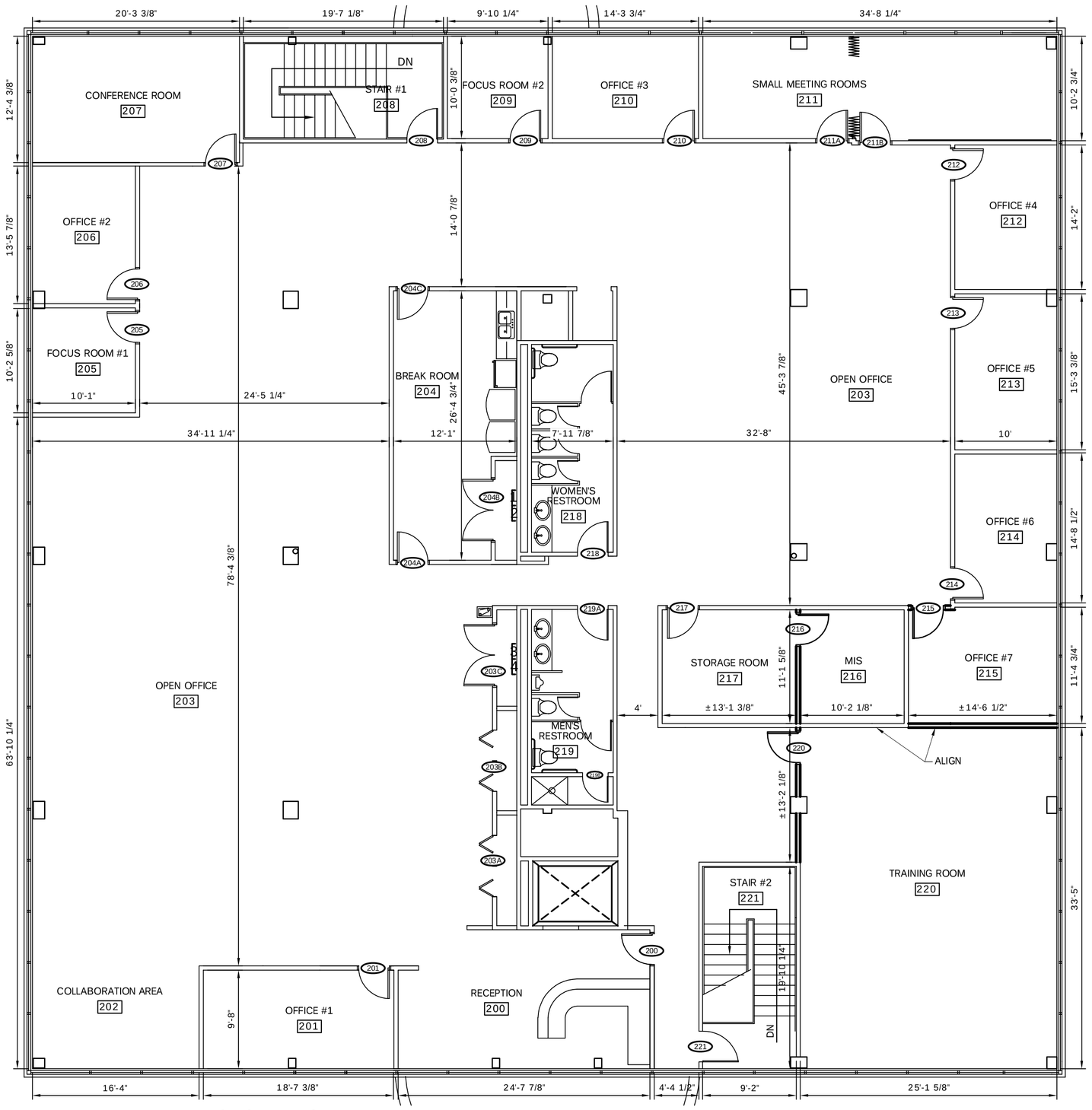
Great Lakes Learning Academy

Schedule 6-3

Schedule 6-4
ARCH D 24x36
5/17/2018 10:11 AM N:\0-Buildings Group\Proposals\Eyde Company\07 2875 Eyde Parkway - Connections Education\2875Eyde_2nd Floo_Connections Education_5-9-18.dwg
Great Lakes Learning Academy



2875 Second Floor Demo plan
Scale: 1/8" = 1'-0"

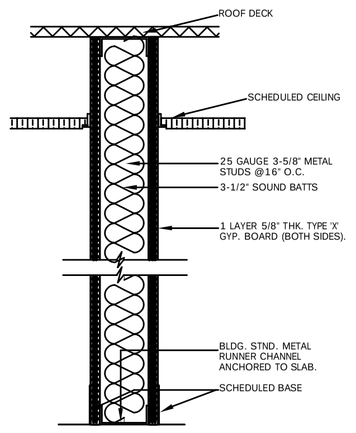


2875 Second Floor plan
Scale: 1/8" = 1'-0"

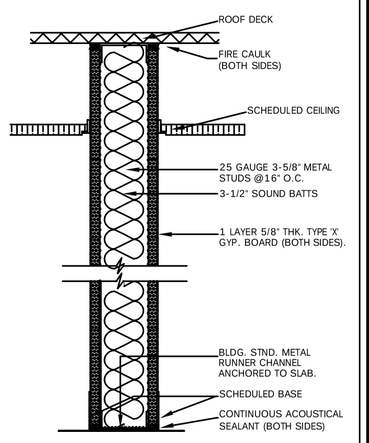
WALL LEGEND

- 3-5/8" 25 GA. MTL. STUDS @ 16" C/C. TO EXTEND FROM TOP OF SLAB TO BOTT. OF CEILING GRID. WALLS TO BE RAMSET TO FLOOR 48" C/C AND WITHIN 12" OF EA. CORNER. MECHANICALLY FASTEN TO DECK WITH SAME SPACING AS SILL. INSTALL 5/8" THK. TYPE 'X' GYP. BRD. AT EXPOSED FACES OF STUDS. INSTALL 3-1/2" UN-FACED FIBERGLASS BATTS AT ALL STUD CAVITIES.
- EXISTING WALLS TO REMAIN
- EXISTING WALLS TO REMOVE

TYPICAL WALL SECTION



TYPICAL TENANT SEPARATION WALL SECTION



GENERAL DEMOLITION NOTES:

DEMOLITION PLANS DESCRIBE THE GENERAL FEATURES AND REQUIREMENTS FOR THE SPACE. CONTRACTOR WILL NEED TO VERIFY EXISTING CONDITIONS IN THE FIELD. NOTIFY THE ARCHITECT OF SUBSTANTIAL DIFFERENCES TO DETERMINE A CAUSE OF ACTION.

ITEMS WHICH ARE TO REMAIN SHOULD BE PROTECTED FROM ALL DEMOLITION ACTIVITIES TO PREVENT DAMAGE. DO NOT DEMOLISH STRUCTURAL ELEMENTS, COORDINATE WITH ELECTRICAL AND MECHANICAL TRADE UNLESS OTHERWISE NOTED.

VERIFY ITEMS TO BE REUSED WITH OWNER AND STORE UNTIL NEEDED. ALL OTHER ITEMS ARE TO BE DISPOSED OF IN A LEGAL MANNER BY THE CONTRACTOR.

AT REMOVED WALLS, DOORS, FRAMES, MILLWORK, ETC. SMOOTH/FILL/PATCH EXISTING WALLS WHERE DAMAGED. AT REMOVED WALLS, REMOVE ELECTRICAL OUTLETS/SWITCHES/WIRE/CONDUIT BACK TO PANEL. AT REMOVED WALLS, REMOVE PLUMBING/GAS PIPES BACK TO CONCEALED SPACE AND CAP OFF. REMOVE THERMOSTATS AND PULL WIRE OR PNEUMATIC TUBING BACK UP INTO THE CEILING TO BE RELOCATED INTO A NEW PARTITION. KEEP THERMOSTAT FOR REUSE IF IN GOOD CONDITION. COORDINATE DEMOLITION AND REUSE WITH ELECTRICAL AND MECHANICAL TRADES, CAP AND ABANDON IN FLOOR PLUMBING AND PIPING.

REMOVE ALL UNUSED ATTACHMENTS TO WALLS (NAILS, BLOCKING, SHELF STANDARDS, DISPLAY HOOKS, ETC.) AND FILL WALLS SMOOTH. WHERE WALL COVERING IS REMOVED, REMOVE ADHESIVES, SKIM COAT AS REQUIRED TO PRESENT A PROPER SMOOTH FINISH FOR PAINT. REMOVE EXISTING FLOORING, INCLUDING VCT, CERAMIC TILE AND CARPET. FILL AS REQUIRED TO PROVIDE A SMOOTH FLUSH AND LEVEL SUBSTRATE FOR FINISH FLOOR MATERIAL.

FIELD VERIFY EXISTING CONDITIONS AND DOCUMENTS AS NEEDED BEFORE STARTING WORK.

THE ARCHITECT HAS NO KNOWLEDGE OF, AND SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY HAZARDOUS MATERIALS IN THE JOB SITE. IF ASBESTOS, LEAD, OR ANY OTHER HAZARDOUS MATERIALS ARE DISCOVERED DURING DEMOLITION OR CONSTRUCTION, THE CONTRACTOR SHALL ISOLATE THE AFFECTED AREA AND CONTACT THE OWNER FOR FURTHER INSTRUCTIONS BEFORE PROCEEDING.

ERECT BARRICADES AS REQUIRED TO SECURE THE SITE AND PREVENT DUST FROM MOVING INTO SPACES.

REMOVE ALL DEBRIS FROM SITE AND DISPOSE OF LEGALLY ON A REGULAR BASIS. COORDINATE LOCATION AND SCHEDULE OF DUMPSITE WITH BUILDING OWNER.

DO NOT ALTER THE STRUCTURAL INTEGRITY OF THE EXISTING BUILDING STRUCTURE.

NOTE CONDITION OF BUILDING EXTERIOR AND NOTIFY OWNER OF REQUIRED REPAIR IN ADVANCE OF COMMENCING ANY DEMOLITION WORK. CLEAN AND REPAIR INTERIOR FACES OF EXTERIOR WALLS.

REMOVE EXISTING MILLWORK, HARDWARE, WALL BASE ETC.

IF CONTRACTOR PERFORMS DEMOLITION UNDER THIS CONTRACT WHICH IS IN EXCESS OF REQUIREMENTS (I.E. IF THEY TEAR OUT SOMETHING INTENDED TO REMAIN AS IS), THE CONTRACTOR SHALL BUILD BACK THE DEMOLISHED AT NO ADDITIONAL COST TO THE OWNER.

"FLOORING" DENOTES FLOOR COVERING MATERIALS, INCLUDING WALL BASE, BACKINGS, ADHESIVES, DOWN TO, BUT NOT INCLUSIVE OF, FLOOR SLABS, STRUCTURAL SLABS AND STRUCTURAL MATERIALS, UNLESS NOTED OTHERWISE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING MATERIALS TO BE REMOVED.

"CEILING" DENOTES ALL FINISH CEILING MATERIAL FINISHES, INCLUDING SUSPENSION SYSTEMS, ADHESIVES, ADHESIVE RESIDUE, MOLDINGS, LIGHT FIXTURES, SOUND SYSTEM UP TO BUT NOT INCLUSIVE OF ANY STRUCTURAL MATERIALS.

ALL MECHANICAL, PLUMBING AND ELECTRICAL ITEMS CAPPED AND ABANDONED SHALL BE LOCATED BEHIND FINAL FINISH SYSTEM.

"WALLS" DENOTES WALL COVERING MATERIALS, INCLUDING GYPSUM BOARD, BASE, ADHESIVES, FASTENERS, PLUMBING LINES, ELECTRICAL CONDUIT AND WIRING, DOWN TO, BUT NOT INCLUSIVE OF, BUILDING STRUCTURAL MATERIALS, UNLESS NOTED OTHERWISE.

GENERAL NOTES

ALL WORK ON THIS PROJECT SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE, AND LOCAL CODES; THE LATEST EDITIONS ADOPTED BY THE BUILDING AUTHORITY.

VERIFY DIMENSIONS INDICATED ON DRAWINGS WITH FIELD DIMENSIONS BEFORE FABRICATION OR ORDERING OF MATERIALS. DO NOT SCALE DRAWINGS.

ALL CONTRACTORS ARE INSTRUCTED TO INSPECT THE SITE AND CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED, AND OBSTACLES WHICH WILL BE ENCOUNTERED. NO EXTRA WILL BE CONSIDERD BECAUSE OF THE CONTRACTOR'S FAILURE TO INFORM HIMSELF OF THE SITE CONDITIONS WHICH CAN BE VERIFIED BY INSPECTION.

NOTIFY OWNER AND ARCHITECT OF EXISTING CONDITIONS DIFFERING FROM THOSE INDICATED ON THE DRAWINGS. DO NOT REMOVE OR ALTER STRUCTURAL COMPONENTS WITHOUT PRIOR WRITTEN APPROVAL.

VERIFY LOCATION OF UTILITIES AND EXISTING CONDITIONS.

COORDINATE THE WORK OF ALL TRADES; INCLUDING THE WORK OF THE TENANT'S SUBCONTRACTORS.

THE FRONT OF LAVATORIES AND SINKS SHALL BE 34 INCHES MAXIMUM ABOVE THE FLOOR, MEASURED TO THE HIGHER OF THE RIM OR COUNTER SURFACE.

DESIGN BUILD NOTES

MECHANICAL ALTERATIONS AND ADDITIONS ARE TO BE DESIGN BUILD BY DESIGN BUILD CONTRACTOR: MECHANICAL LAYOUT IS FOR GRAPHIC PURPOSES ONLY FOR GENERAL LAYOUT GUIDANCE.

MECHANICAL DESIGN BUILD CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STATE AND LOCAL CODES.

ELECTRICAL ALTERATIONS AND ADDITIONS ARE TO BE DESIGN BUILD BY DESIGN BUILD CONTRACTOR. ELECTRICAL LIGHTING AND POWER LAYOUTS ARE FOR GRAPHIC PURPOSES ONLY AND FOR GENERAL LAYOUT GUIDANCE.

ELECTRICAL DESIGN BUILD CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STATE AND LOCAL CODES.

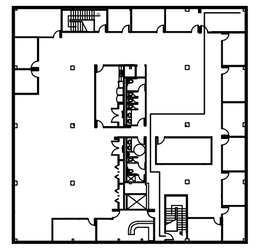
FIRE SUPPRESSION ALTERATIONS AND ADDITIONS ARE TO BE DESIGN BUILD BY DESIGN BUILD CONTRACTOR.

FIRE SUPPRESSION DESIGN BUILD CONTRACTOR SHALL ADHERE TO ALL APPLICABLE STATE AND LOCAL CODES.

GENERAL NOTES

SF OF BUILDOUT: 10,149 SF
OCCUPANCY CLASS: B
OCCUPANT LOAD: 102 OCCUPANTS
BUILDING TYPE: 2B
BUILDING SPRINKLED: YES

EGRESS PLAN



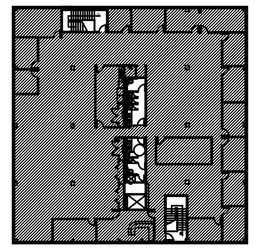
EXIT ACCESS TRAVEL DISTANCE = 140'-8"

ALLOWABLE EXIT ACCESS TRAVEL DISTANCE = 200'-0"

EXISTING PORTABLE FIRE EXTINGUISHERS TO REMAIN

SEE REFLECTED CEILING PLAN FOR EXIT/EMERGENCY LIGHT LOCATIONS

KEY PLAN



HATCHED AREA DENOTES LOCATION TENANT BUILD-OUT.

CONNECTIONS EDUCATION
2nd Floor
2875 Eyde Parkway
East Lansing, MI 48823

Eyde Company
300 S. Washington Square
Suite 400
Lansing, Michigan 48933

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
7050 W. Saginaw Hwy.
Suite 200
Lansing, MI 48917

office: 517.272.9835
fax: 517.272.9836

www.bergmannpc.com

DATE	DESCRIPTION
05/15/2018	FOR PERMIT

STATE OF MICHIGAN
THOMAS R. REDEK
ARCHITECT
No. 38476
LICENSED ARCHITECT

Copyright © Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C

Project Manager: D. LENZ
Designed By: --
Date Issued: 05/15/18
Checked By: D. LENZ
Drawn By: --
Project Number: .

FLOOR PLANS

Drawing Number: A1

Schedule 6-5
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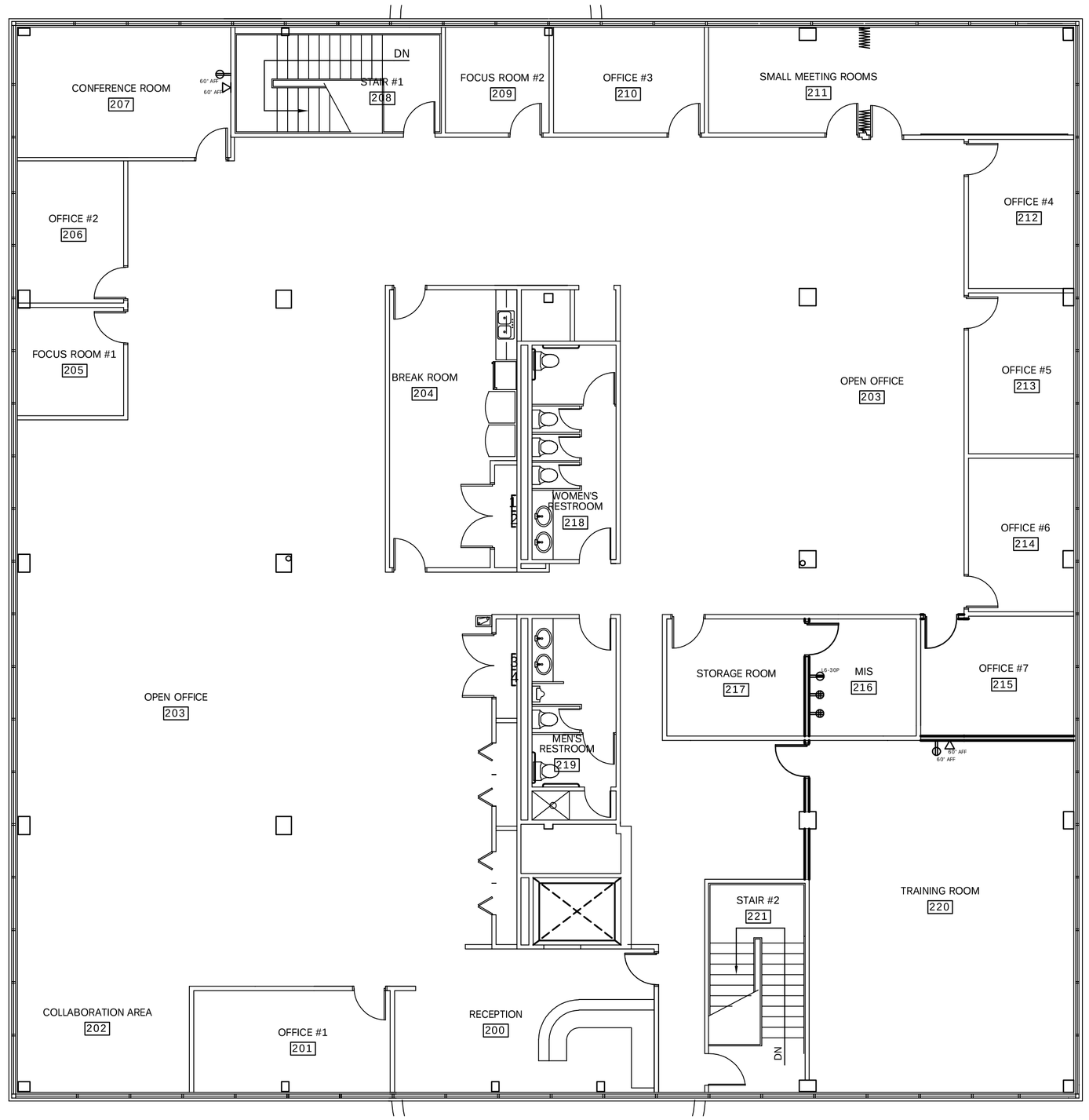
Great Lakes Learning Academy



2875 Second Floor Electrical plan
Scale: 1/8" = 1'-0"

2875 Second Floor Reflected Ceiling plan
Scale: 1/8" = 1'-0"

ROOM FINISH SCHEDULE

#	ROOM NUMBER	ROOM NAME	FLOORS: BROADLOOM CARPET	FLOORS: V.C.T.	FLOORS: STATIC DISSIPATIVE TILE	BASE: COVE BASE	BASE: NO BASE	WALLS: FLAT PAINT	WALLS: SEMI GLOSS PAINT	WALLS: ZOLATONE	CEILING: LAY-IN ACOUST.	CEILING: PAINTED DRYWALL	CEILING: NO CEILING	REMARKS
200	200	Reception	●			●		●			●			
201	201	Office #1	●			●		●			●			
202	202	Collaboration Area	●			●		●			●			
203	203	Open Office	●			●		●			●			
204	204	Break Room		●		●		●			●			
205	205	Focus Room #1	●			●		●			●			
206	206	Office #2	●			●		●			●			
207	207	Conference Room	●			●		●			●			
208	208	Stair #1	●			●		●			●			
209	209	Focus Room #2	●			●		●			●			
210	210	Office #3	●			●		●			●			
211	211	Small Meeting Rooms	●			●		●			●			
212	212	Office #4	●			●		●			●			
213	213	Office #5	●			●		●			●			
214	214	Office #6	●			●		●			●			
215	215	Office #7	●			●		●			●			
216	216	MIS			●	●		●			●			
217	217	Storage Room	●			●		●			●			
218	218	Women's Restroom	●			●		●			●			
219	219	Men's Restroom	●			●		●			●			
220	220	Training Room	●			●		●			●			
221	221	Stair #2	●			●		●			●			

HARDWARE SCHEDULE

#1 1 1/2 PR. BUTT. HINGES
1 STRIKE PLATE
1 DOOR STOP
1 LEVER HANDLE OFFICE LOCKSET

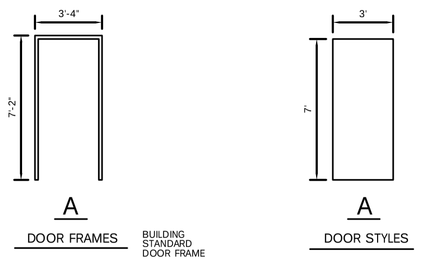
#2 1 1/2 PR. BUTT. HINGES
1 STRIKE PLATE
1 DOOR STOP
1 LEVER HANDLE STORAGE LOCKSET

* HARDWARE / DOOR NOTES:

1. ALL HARDWARE TO BE GRADE TWO W/ SATIN FINISH. HARDWARE GROUPS TO CONFORM WITH ALL STATE AND LOCAL CODES FOR TYPES USED AND OPERATION.

2. ALL INTERIOR DOORS SHALL BE FLUSH PANEL SOLID CORE WD. DOORS. RATED DOORS SHALL BEAR U.L. LABEL ON BOTH DOORS AND FRAMES.

DOOR / FRAME ELEVATIONS



DOOR SCHEDULE

DOOR NUMBER	DOOR SIZES	HARDWARE GROUP	DOOR LETTER	DOOR COMPOSITION	DOOR LABEL	FRAME PLAN	FRAME LETTER	FRAME COMPOSITION	FRAME LABEL	REMARKS
200										EXISTING
201										EXISTING
203A										EXISTING
203B										EXISTING
203C										EXISTING
204A										EXISTING
204B										EXISTING
204C										EXISTING
205										EXISTING
206										EXISTING
207										EXISTING
208										EXISTING
209										EXISTING
210										EXISTING
211A										EXISTING
211B										EXISTING
212										EXISTING
213										EXISTING
214										EXISTING
215	3'-0" X 7'-0"	1	A	WD	-	3'-4" X 7'-2"	A	MTL	-	
216	3'-0" X 7'-0"	2	A	WD	-	3'-4" X 7'-2"	A	MTL	-	
217										EXISTING
218										EXISTING
219A										EXISTING
219B										EXISTING
220	3'-0" X 7'-0"	1	A	WD	-	3'-4" X 7'-2"	A	MTL	-	
221										EXISTING

SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	2'x4' GENERAL PURPOSE FLUORESCENT TROFFER WITH 4 - T8 LAMPS, ACRYLIC LENS, ONE 3 LAMP ELECTRONIC BALLAST & TO OPERATE AT 120 VOLTS.		LAY-IN SUPPLY AIR DIFFUSER
EM	2'x4' TROFFER SAME AS TYPE 'A' WITH ONE 3 LAMP BALLAST & WITH ONE LAMP ON EMERGENCY BATTERY PACK		LAY-IN EGG-CRATE RETURN AIR GRILLE
EXIT	EXIT LIGHT		AIR EXHAUST FAN
EXIT	EXIT LIGHT WITH DIRECTIONAL ARROW		DUPLEX OUTLET
			PHONE/DATA JACK
			QUADRUPLEX OUTLET
			208V CIRCUIT, L6-30P PLUG

REFLECTED CEILING PLAN NOTES

REUSE EXISTING CEILING GRID, TILES, LIGHTS, AND DIFFUSERS AS REQUIRED TO ACCOMMODATE NEW LAYOUT

NEW CEILING TILE AND GRID (IF REQUIRED) TO MATCH EXISTING

NEW LIGHT FIXTURES (IF REQUIRED) TO MATCH EXISTING.

FIRE SUPPRESSION DESIGN BUILD CONTRACTOR TO MODIFY/ALTER EXISTING FIRE SUPPRESSION SYSTEM TO ACCOMMODATE NEW LAYOUT.

CONNECTIONS EDUCATION
2nd Floor
2875 Eyde Parkway
East Lansing, MI 48823

Eyde Company
300 S. Washington Square
Suite 400
Lansing, Michigan 48933

BERGMANN
ARCHITECTS ENGINEERS PLANNERS

Bergmann Associates, Architects, Engineers,
Landscape Architects & Surveyors, D.P.C.
7050 W. Saginaw Hwy.
Suite 200
Lansing, MI 48917

office: 517.272.9835
fax: 517.272.9836

www.bergmannpc.com

DATE	DESCRIPTION
05/15/2018	FOR PERMIT

STATE OF MICHIGAN
THOMAS R. REDDIX
ARCHITECT
No. 39476
LICENSED ARCHITECT

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Project Manager: D. LENZ
Checked By: D. LENZ
Designed By: --
Drawn By: --
Date Issued: 05/15/18
Project Number: .

FLOOR PLANS

Drawing Number:
A2

2875 EYDE PARKWAY LEASE

LEASE FOR

GREAT LAKES CYBER ACADEMY

July 1, 2018

LANDLORD
LOUIS J. EYDE FAMILY, LLC
&
GEORGE F. EYDE FAMILY, LLC

Without qualifying our intentions to proceed with negotiations and the early execution and delivery of a lease incorporating the terms, it should be understood that the Landlord shall not be bound by this lease unless and until a mutually acceptable lease setting forth a complete understanding between landlord and Tenant shall have been executed and delivered.

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ARTICLE 4: CONSTRUCTION BY LANDLORD AND TENANT
ARTICLE 5: RENT
ARTICLE 6: REAL ESTATE TAXES
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ARTICLE 14: ACCESS TO LEASED PREMISES
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ARTICLE 16: UTILITIES
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ARTICLE 20: DEFAULT
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..... *PLUS EXHIBITS, ADDENDA, RIDERS, IF ANY.*

EYDE PARKWAY
LEASE

ARTICLE I
BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

1.1 **Basic Lease Provisions:**
Date: July 1, 2018

LANDLORD INFORMATION		
Name:	LOUIS J. EYDE FAMILY, LLC & GEORGE F. EYDE FAMILY, LLC	
		MAILING ADDRESS:
Office Location :	4660 S. Hagadorn, Suite 660 East Lansing, Michigan 48823	P. O. Box 4218 East Lansing, MI.48826-4218

TENANT INFORMATION	
Name:	GREAT LAKES CYBER ACADEMY ATTN: BOARD PRESIDENT
Address:	**2875 Eyde Parkway, Suite 200** **East Lansing, MI 48823**
Email address:	
Phone Nos.:	
Mailing address:	☐ At Leased Premises ☐ At Above Address
Type of Ownership:	☐ Sole proprietorship ☐ Partnership. ☐ Other ☒ Corporation (Resolution required for Authority to Bind)

PREMISES	
Address:	**2875 EYDE PARKWAY**
Suite Number:	**200**
City/State/Zip:	East Lansing, MI. 48823
Approx. Square Feet:	**10,149** (Rentable – "rsf") [(rsf. times $/SF) /12 = Monthly Minimum Rent]
Usable Square Ft:	**10,149**

TERMS	
Lease Term:	SIXTY-TWO (62) Lease Months plus any partial month
Commencement Date:	**July 1, 2018**
Expiration Date:	**Last Day** of the **62nd** full calendar month following the Commencement Date
Minimum Rent:	**$14,800.63** per month (plus utilities. Landlord provides janitorial service 5 days per week at no additional charge)

ANNUAL MINIMUM RENT SCHEDULE			
PERIOD	**RENT/SQ. FT.**	**MONTHLY RENT**	**PERIOD RENT**
First 2 months of Year 1	Abated	Abated	Abated
Remainder of Year 1	$17.50	$14,800.63	$177,607.50
Year 2	$17.85	$15,096.64	$181,159.65
Year 3	$18.21	$15,401.11	$184,813.29
Year 4	$18.57	$15,705.58	$188,466.93
Year 5 (not beyond August 31st)	$18.94	$16,018.51	$192,222.06
First 3-year renewal @ 95% Fair Market Terms	TBD	TBD	TBD
Second 3-year renewal @ 95% Fair Market Terms	TBD	TBD	TBD

For the sake of clarity, assuming there is an on time commencement, Year 1 of this Lease shall include the fourteen (14) months from July 1, 2018 through August 31, 2019, Rent shall abate during the first two months (July 2018 and August 2018) of such year. Subsequent Lease Years shall run from September 1 through August 31. [Implementing the 62 month term]

Make all checks Payable to: Louis J. Eyde Family, LLC & George F. Eyde Family, LLC

Security Deposit: **$0.00**

Make Ready charges: Special Construction/Finishing Charges due from Tenant:

Permitted Uses & Type Of Business: **Office**

1.2 **Significance Of A Basic Lease Provision.** Each reference in this Lease (the "Lease" or "Agreement" herein) to any of the Basic Lease Provisions contained in Section 1.1 of this Article shall be deemed and construed to incorporate all the terms provided under each Basic Lease Provision.

1.3 **Enumeration of Exhibits, Riders, Attachments and Addenda**. The exhibits, riders, attachments & addenda enumerated in this Article and attached to this Lease are incorporated in the Lease by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated therein.

A. Exhibit A: PLANS & SPECIFICATIONS: ☒ Included. ☐ Not Included

B. Exhibit L: Layout Existing space: ☐ Included. ☒ Not Included.

C. Exhibit G: Guarantee & Subordination. ☐ Included

ARTICLE 2 LEASED PREMISES

2.1 Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Article 1.1 and in attachments thereto. The "Building" shall be the entirety of the building where the Premises is located, including all other occupied or vacant suites or units, and including all common areas (the "Common Area") open to use by all tenants in the Building. The "Property" consists of the Building and the real property on which the Building is situated.

2.2 Tenant shall have the Right of First Refusal on all contiguous space that becomes available during the Lease Term in the Building (including on floors below or above the Premises). Landlord shall promptly notify Tenant of space availability and the terms related thereto, Tenant shall have ten (10) business days to respond, and Tenant shall have thirty (30) days to lease the newly available space. Notwithstanding the foregoing, Landlord shall lease Tenant the space at Fair Market Rent including a tenant improvement allowance.

2.3 The term of any contiguous space shall be co-terminus with the Lease Term. Prior to execution of this Lease, Landlord shall provide Tenant with a list of any pre-existing rights of other tenants or third parties with respect to such contiguous space.

2.4 Notwithstanding anything herein to the contrary, Tenant's obligations under this Lease, including the obligation occupy the Premises and to pay Rent, shall be expressly conditioned on Landlord's ability to deliver to Tenant, prior to the Commencement Date, a Certificate of Occupancy for the leased Premises. In the event Landlord is unable to or delayed in its delivery of the Certificate of Occupancy to Tenant, Tenant's obligations hereunder shall not commence and shall be delayed until delivery of the same.

ARTICLE 3 TERM OF LEASE

3.1 The Tenant shall be granted exclusive possession of the Premises for the Lease Term provided in Article 1.1, commencing on the Commencement Date and terminating on the Termination Date as set forth herein unless sooner terminated for violations of the provisions and agreements of this Lease, or otherwise in accordance with this Lease. In the event Landlord fails to deliver the Premises on the Commencement Date because the Premises are not then ready for occupancy, or because the previous occupant of the Premises is holding over, or for any other cause beyond Landlord's control, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the Premises, nor shall any such delay affect the validity of this Lease or the obligations of Tenant hereunder, and the Commencement Date of this Lease shall be postponed until such time as the Premises are ready for Tenant's occupancy and the Termination Date adjusted to reflect the correct number of months for the term. Tenant's obligation to pay rent shall not commence until and after the Commencement Date.

3.2 **First Additional Lease Term:** If Tenant is not in default of the Lease beyond any cure period at the Expiration of the Initial Term, it shall have the right and option to extend the Lease term for the first of two (2) additional three (3) year terms ("First Additional Lease Term) on conditions set forth herein and with the Minimum Rent of 95% of the then current Fair Market Terms. "Fair Market Terms" shall be defined as comparable rent, current market concessions, tenant improvement allowances, downtime to secure a new tenant, brokerage commissions, a new base year, inducements and other economic considerations for the lease of space comparable to the Premises then being offered in similar buildings in the same submarket. Tenant shall exercise the option to renew by delivering notice of such intent to Landlord six (6) months in advance of the last day of the then current Lease Term. Tenant and Landlord's inability to agree upon the Fair Market Terms shall not invalidate Tenant's timely exercise of its renewal option(s). If Tenant and Landlord are unable to agree on the Fair Market Terms for any renewal term, Tenant and Landlord agree that the Lease shall provide for a mutually acceptable arbitration procedure (using a three-broker arbitration process) in order to determine the terms of the First Additional Lease Term which are mutually agreeable to Landlord and Tenant.

3.3 **Second Additional Lease Term:** If Tenant is not in default of the Lease beyond any cure period at the Expiration of the First Additional Lease Term, it shall have the right and option to extend the Lease term for the second of two (2) additional three (3) year terms ("Second Additional Lease Term") on conditions set forth herein and with the Minimum Rent of 95% of the then current Fair Market Terms (as defined herein). Tenant shall exercise this option to renew by delivering notice of such intent to Landlord six (6) months in advance of the last day of the then current Term. Tenant and Landlord's inability to agree upon the Fair Market Terms shall not invalidate Tenant's timely exercise of its renewal option(s). If Tenant and Landlord are unable to agree on the Fair Market Terms for any renewal term, Tenant and Landlord agree that the Lease shall provide for a mutually acceptable arbitration procedure (using a three-broker arbitration process) in order to determine the terms of the Second Additional Lease Term which are mutually agreeable to Landlord and Tenant.

3.4 **Termination:** Tenant shall have an ongoing right to terminate this Lease if the school district (and all other applicable governmental bodies having jurisdiction over Tenant or the school) including its respective assigns or successors, the State of Michigan, the authorizer of the Tenant's (including its successors and assigns) school's, or Tenant's right to operate a school (collectively, the "Authorizer"), suspends, revokes, limits, conditions, fails to renew, or takes any other action so that Tenant's (including its successors and assigns) right to operate a school is suspended, revoked, non-renewed, substantially limited or conditioned as to make Tenant's business unviable, voided or terminated. If Tenant's authorization or charter contract is revoked, suspended, terminated, substantially modified, or otherwise non-renewed, this Lease shall automatically terminate effective as of the date of such action, and be of no further force and effect, except that Tenant shall pay a termination fee of one (1) months' Rent at the then current rate. In the event that the Tenant 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 Tenant, and the Landlord shall have no recourse against the Tenant or the Authorizer for implementing such site closure or reconstitution.

ARTICLE 4 CONSTRUCTION BY LANDLORD AND TENANT

4.1 **Construction By Landlord**. Landlord will construct or cause to be constructed, the Premises as shown on Exhibit A, in accordance with the plans and specifications described in Exhibit A, or as otherwise approved by Tenant prior to the Commencement Date. Within thirty (30) days of the Commencement Date, Tenant shall give notice to Landlord of any aspect of Landlord's work that is not completed or does not conform to Exhibit A, and said attachments thereto. Any aspect of Landlord's work that Tenant does not notify Landlord about shall be deemed approved by Tenant in all respects. Landlord shall promptly repair, restore or complete any work that is deemed by Tenant to not comply with Exhibit at promptly upon Landlord's receipt of Tenant's notice of the same. Any disagreement which may arise between Landlord and Tenant with reference to Landlord's work either pursuant to Exhibit A or whether such work has been properly completed, shall be resolved by the decision of an architect or space designer acceptable to both Landlord and Tenant.

4.2 Building standard shall be used for all construction of the Premises, which includes but is not limited to, Building standard carpet or floor finishes, wall finishes, lay-in acoustical ceiling (2' x 4'), lay-in light fixtures [2' x 4', standard four (4) bulb lay-in with standard lens] at the rate of one (1) per 100 square feet of Premises, heating, ventilation and air conditioning systems at the capacity of one (1) ton per four hundred (400) square feet, sidewall electrical outlets [one (1) every twenty (20) feet], and electrical service at 110 volts.

4.3 Landlord shall provide a turn-key build-out based upon the list of improvements, including any finish schedule, attached to this Lease as Exhibit A for Tenant's approval. In addition, Landlord shall provide carpet cleaning to the Premises prior to the Commencement Date.

4.4 **Force Majeure:** Landlord shall be excused for the period of any delay in the performance of any obligations under this Article 4 or non-timely performance of any such obligations or covenants of this Lease, when Landlord is prevented from so doing by causes outside of Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, changed governmental regulations or controls, administrative hearings or judicial litigation including any adverse findings, orders, verdicts or judgments therein, fire or other casualty, inability to obtain any material, services, Tenant changes or through acts of God or through any other causes outside Landlord's control whatsoever. Landlord must give Tenant prompt written notice of such delay and causes thereto within ten (10) days after such event. Notwithstanding the force majeure event, Landlord shall proceed diligently to perform its obligations hereunder and shall complete the same promptly upon cessation of the force majeure event.

ARTICLE 5 RENTS

5.1 **Installment Payments of Minimum Rent**: Tenant agrees to pay Rent to Landlord, without demand, at the address of Landlord set forth in Article 1.1 or to such other person or at such other place as Landlord may by notice in writing to Tenant from time to time direct, at the following rates and times:

(a) **Minimum Rent** as set forth in Article 1.1, payable in advance in equal successive monthly installments on the first day of each calendar month included in the Lease Term.

(b) **Rent Adjustments**: Rent shall increase on an annual basis as detailed in Article 1.1.

5.2 **Timely Payments**. It is understood by the Tenant that timely payments of Rent are the essence of this Lease. In the event that a Rent payment is received after the fifth (5th.) business day after the due date, Tenant shall pay to Landlord an additional sum calculated as two percent (2%) of the unpaid Rent payment which is intended by the Landlord and Tenant to reasonably reflect the additional cost and expense which will be incurred by Landlord in collecting and administering such late payments, together with a time price differential upon all sums remaining unpaid during each month thereafter calculated at the rate of one percent (1%) per month until all such sums are paid in full. In the event that a Rent check is returned unpaid for any reason after the due date for which that Rent is applicable, the Rent applicable to that period shall not be deemed to have been paid by the due date and the Rent shall be due with the interest rate set forth above. The Tenant herein agrees to the above terms of payment.

5.3 **Reserved.**

5.4 **No Demand:** Rent and all other charges shall promptly be paid by Tenant pursuant to the terms of this Lease without prior demand thereof and without deductions or set-offs for any reason whatsoever. Landlord shall

have no obligation to accept less than the full amount of all installments of Rent and interest thereon and all charges hereunder which are due and owing by Tenant to Landlord and if Landlord shall accept less than the full amount owing, Landlord may apply the sums received toward any of Tenant's obligations at Landlord's discretion.

ARTICLE 6 REAL ESTATE TAXES

6.1 Landlord shall pay all Real Estate Taxes and assessments with respect to the Property, and, subject to the foregoing, Tenant shall pay all taxes arising out of the Tenant's occupancy, possession or use of the Premises (often identified as personal property taxes). If any taxing authorities includes personal property taxes attributable to Tenant in the real estate taxes paid by Landlord, then Tenant shall pay as Additional Rent due the entire amount of such personal property taxes within ten (10) business days of receipt of tax bill from Landlord.

ARTICLE 7 FIRE INSURANCE

7.1 Landlord shall carry and shall fully insure the Property with fire, hazard, and extended coverage insurance. Landlord is not required to provide insurance to cover Tenant's contents.

ARTICLE 8 USE OF PREMISES

8.1 The Premises shall be occupied only by Tenant, its agents, licensees, invitees and used solely for the purpose as set forth in Article 1.1 and by no other person or entity and for no other purpose without the written consent of Landlord. Said consent shall not be unreasonably withheld, conditioned or delayed, provided said change does not in Landlord's reasonable opinion affect any other tenants of the commercial development. Tenant shall operate its business during the Lease Term under the manner and style as set forth in Article 1.1 and shall not change such name without notifying the Landlord of any name change prior to actual use.

8.2 Tenant covenants and agrees to use, maintain and occupy the Premises in a careful, and safe manner and will not commit waste therein. Tenant will keep the Premises and appurtenances including adjoining areas in a clean, safe and healthy condition. Tenant will not permit the Premises to be used in any way which will injure its reputation or that of the building or that may be a nuisance, annoyance, inconvenience or damage to the other tenants of the greater commercial development. Nor shall Tenant allow employees, agents, clients, and invitees to conduct themselves in such a way that may be a nuisance, annoyance, inconvenience or damaging to other tenants of the greater commercial development. Tenant shall not display any merchandise outside its Premises and shall not place garbage, rubbish, trash, merchandise containers or other incidentals to Tenant's business outside its Premises except in a proper receptacle.

8.3 A primary consideration to Landlord is the agreement of Tenant to operate and maintain a business in the Premises upon the commencement of the Lease Term and shall thereafter continuously, actively and diligently operate its business in a high grade and reputable manner. Tenant shall operate said business in a manner and using methods that are reasonable in light of similar business similarly situated throughout the Lease Term unless prevented from doing so by fire, strikes, casualty or other causes beyond the control of Tenant.

8.4 Tenant covenants and agrees not to use or occupy or suffer or permit the Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or the requirements of any insurance underwriters or rating bureaus or in any manner so as to increase the cost of insurance. Upon reasonable notice, Tenant shall promptly comply with all present and future laws, regulations or rules of any municipality, county, state, federal and other governmental authority and any bureau and department thereof and specifically with, but not limited to, the "Americans with Disability Act" as it applies to the Premises. If Tenant shall install any electrical equipment that overloads the lines in and to the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the reasonable requirements of the insurance underwriters and requirements of governmental authorities having jurisdiction thereover.

8.5 Landlord represents and warrants to Tenant that Tenant's intended use of the Premises is permitted under applicable zoning codes and laws. Tenant shall be entitled to use the Premises for any purpose permitted under applicable zoning law. All of Tenant's obligations under the Lease (including the requirement to pay Rent) shall be contingent upon Tenant's receipt of any required approvals, variance or conditional use or other permits, if necessary, for Tenant's use from any applicable governmental authority.

ARTICLE 9 ALTERATIONS

9.1 Except as otherwise provided herein, Tenant covenants and agrees not to make or permit to be made any alterations, improvements or additions to the Premises or any part thereof except with Landlord's prior written

consent, which consent shall be in Landlord's sole discretion, provided, however, that said consent shall not be unreasonably withheld, conditioned or delayed. All alterations, improvements and additions to the Premises shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord (explicitly excluding movable office furniture and equipment installed at Tenant's expense which shall remain the property of Tenant) and shall remain for the benefit of Landlord at the end of the Lease Term or other expiration of this Lease in as good order and conditions as they were when installed, reasonable wear and tear excepted. Landlord may require Tenant to remove any additions made by Tenant and Tenant shall at its own cost and expense repair any damage caused by such removal. In the event of making such alterations, improvements and or additions as herein provided, and to the extent permitted by law, Tenant further agrees to defend, indemnify and save Landlord harmless from all expense, liens, claims or damages to either persons or property arising out of, or resulting from the undertaking or making of the alterations, additions and improvements. Tenant shall at its own cost and expense make all repairs and provide all maintenance in connection with any alterations, additions or improvements made by Tenant.

ARTICLE 10 INDEMNITY

10.1 To the extent permitted by applicable law, Tenant covenants and agrees that it will at all times protect, defend, indemnify, save and keep harmless the Landlord against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on the leased Premises and/or on adjacent sidewalks and curbs when arising from acts of Tenant, its employees, agents, invitees or contractors, causing injury to any person or property whomsoever or whatsoever, arising out of Tenant's occupancy or use of the Premises or any act or omission of Tenant, its agents, employees, invitees or contractors. Tenant further covenants and agrees that it will protect, save and keep Landlord harmless and fully indemnified against and from any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by the act or neglect of Tenant or those holding under Tenant, and also will, to the extent permitted by law, protect, indemnify, save and keep harmless Landlord and other tenants and occupants of the commercial development against and from any and all claims and against and from any and all loss, cost, damage, liens or expense arising out of any failure of Tenant in any respect to comply with and perform all obligations under this Lease, and the requirements as required by applicable law. The obligations imposed on Tenant by this Article accruing prior to any termination of this Lease shall survive such termination.

10.2 Landlord and Tenant shall not be required to indemnify each other for the other party's negligence or willful misconduct. Tenant requires that the Lease include a mutual, unconditional waiver of subrogation with respect to property damage.

10.3 Landlord covenants and agrees that it will at all times protect, defend, indemnify, save and keep harmless the Tenant against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence on the leased Premises and/or on adjacent sidewalks and curbs when arising from acts of Landlord, its employees, agents, invitees or contractors, causing injury to any person or property whomsoever or whatsoever, arising out of Landlord's use, occupancy, or operation of the Property, other than the Premises, or any act or omission of Landlord, its agents, employees, invitees or contractors. Landlord further covenants and agrees that it will protect, save and keep Tenant harmless and fully indemnified against and from any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by the act or neglect of Landlord or those holding under Landlord (except Tenant), and also will, to the extent permitted by law, protect, indemnify, save and keep harmless Tenant and occupants of the commercial development against and from any and all claims and against and from any and all loss, cost, damage, liens or expense arising out of any failure of Landlord in any respect to comply with and perform all obligations under this Lease, and the requirements as required by applicable law. The obligations imposed on Landlord by this Article accruing prior to any termination of this Lease shall survive such termination.

10.4 **Liability Insurance:** Tenant agrees pursuant to this covenant, at its own cost and expense, it will procure and continue in force general liability insurance from an insurance carrier that has an AM Best rating of A:VIII or higher covering any and all claims for injuries to persons or damage to property in or upon the Premises, including all damage from signs, glass, awning, fixtures or other appurtenances now or hereafter erected on the Premises, and insuring the indemnity agreement contained in the Article during the term of this Lease, and any renewal or extension thereof. Such insurance at all times shall be in the amount of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) per aggregate, in one accident. Tenant shall also carry property damage insurance in an amount of not less than One Million Dollars ($1,000,000) for damage to property arising out of any one occurrence. All policies of insurance shall provide that Landlord shall

receive at least thirty (30) days prior written notice of the cancellation of any such insurance policy and shall name Landlord as additional insured with waiver of subrogation. Such insurance shall be primary and non-contributory and shall be written with a company or companies authorized to engage in the business of general liability insurance in the state in which the Premises are located and there shall be delivered to Landlord customary insurance certifications evidencing such paid up insurance. In the event Tenant fails to furnish such policies, Landlord may obtain such insurance and the premiums on such insurance, together with a onetime administrative charge of One Hundred ($100) Dollars shall be deemed additional rent to be paid by Tenant to Landlord upon demand.

ARTICLE 11 LIENS

11.1 If, for whatever reason, any lien shall be filed against the Premises, the commercial development of which they are a part purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall at its expense cause such liens to be discharged of record by payment, bond or otherwise as allowed by law, within then (10) business days after the filing thereof.

ARTICLE 12 DESTRUCTION AND RESTORATION

12.1 If the Premises shall be damaged during the term of this Lease to the extent of fifty percent (50%) or more of the cost of replacement thereof, or damaged by any uninsured casualty, Landlord shall have the option to rebuild or terminate this Lease to be exercised by thirty (30) days prior written notice to Tenant.

12.2 If the Premises shall be damaged during the term of this Lease to the extent of less than fifty percent (50%) of the cost of replacement by fire or other casualty covered by Landlord's policy of fire and extended coverage insurance then upon written notice by Landlord to Tenant given not more than Thirty (30) days after the date Landlord receives its insurance settlement the Landlord shall restore the Premises to substantially the same condition in which the same existed prior to the casualty provided however, and excepting, that if such an event occurs during the last year of this Lease, then Landlord shall have the option to: (a) rebuild, but does not agree to do so unless Tenant, within thirty (30) days after receipt of the insurance settlement by Landlord enters into renewal of this Lease on agreed terms and conditions with the renewal Lease to commence upon the date of completion of such rebuilding; or (b) rebuild or (c) either party may terminate this Lease to be exercised by written notice to the other party given not more than thirty (30) days after the date Landlord receives its insurance settlement. Landlord agrees to notify Tenant of such settlement.

12.3 Landlord will rebuild, repair or restore the above to as near the condition in which the same existed prior to the casualty as reasonably possible, exclusive of any improvements or other changes made to the Premises by the Tenant and after completion of such work by Landlord, Tenant shall promptly commence and diligently proceed at its sole cost and expense to rebuild, repair, restore and replace its Leasehold improvements, fixtures, equipment, furnishings and merchandise.

12.4 Tenant agrees during any period of reconstruction, restoration or repair of the Premises, and/or of the building to continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of good business, in Tenant's discretion. Minimum Rent, and all other charges, as set forth in this Lease shall be abated proportionately to the portion of the Premises which is untenantable during any period on which, by reason of any such damage or destruction there is a substantial interference which the operation of the business of Tenant in the Premises, having regard to the extent to which Tenant may be required to discontinue its business in the Premises, and such abatement shall continue for the period commencing with such destruction or damage and ending with the completion of such work or repair and/or reconstruction. If, however, Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time and as a result thereof, the repairing and restoration is delayed, there shall be no abatement of Rent during the period of such resulting delay and if such damage or destruction is caused by Tenant's willful negligence, fault, neglect or omission then and in that event fixed Minimum Rent shall not abate. Nothing in this Article shall affect or be construed to abate or diminish any Additional Rent.

12.5 **Tenant's Insurance Coverage:** Tenant shall carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurance for the full insurable value of all improvements provided by Tenant. Tenant shall also carry such insurance for the full insurable value of Tenant's merchandise, trade fixtures, furnishings, wall covering, carpeting, drapes, equipment and all other items of personal property of Tenant's located on or within the Premises. All insurance policies required to be carried pursuant to this Article shall name Landlord as an additional insured, as the interest may appear, and Tenant shall furnish Landlord evidence of such insurance coverage upon request. Such insurance policies may not be modified or terminated without fifteen (15) days advance written notice to Landlord.

ARTICLE 13 PROPERTY IN LEASED PREMISES

13.1 All leasehold improvements by Tenant (if any), when installed, attach to the freehold and become and remain the property of Landlord, except as set forth in this Agreement; provided however, Landlord shall have the right to elect to have Tenant remove any of the improvements as provided for in Article 9. Landlord's right to elect must be reasonable in light of the cost of the removal to Tenant in light of the benefits to Landlord and/or the future Tenant. All store fixtures or trade fixtures, signs, and drapes provided by the Tenant shall remain the property of Tenant.

13.2 Tenant shall have the right to use existing telecom conduits or construct new conduits, install cables, equipment and other related telecommunications facilities for Tenant's network into the Building. Tenant shall have the right to install its telecommunication, voice/data, surveillance, and audio/visual systems within the Premises and will require Landlord to pre-approve the installation of the foregoing Tenant systems, which approvals shall not be unreasonably withheld, conditioned or delayed.

13.3 **Waiver Of Landlord's Liability**: Tenant agrees that all personal property which may at any time be in the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Except as otherwise stated in this Lease, Landlord shall not be liable for injury and/or any damage to persons or such property or for any loss suffered by the business or occupation of Tenant including without limitation: (a) by theft or otherwise; (b) from fire, explosion or falling plaster, or (c) any and all damage caused by water or dampness from rain or snow, leaks from the roof or any part of the Premises, street or subsurface or any source whatsoever or from the bursting, overflowing or leaking of sewer, steam pipes, or appliances or from the heating or air conditioning systems or plumbing fixtures or from electric wires or from gas or odors or fire or other casualty or caused in any manner whatsoever, except for any such occurrences caused by Landlord's negligence or willful misconduct.

13.4 Except as otherwise stated herein, Landlord shall not be liable for any such injury or damages caused by other tenants or persons in the Premises, occupants of adjacent property or the Commercial Development, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant only, and to the extent permitted by law, Tenant shall hold Landlord harmless and indemnify Landlord from any claims arising out of damages or loss to the property.

13.5 In accordance with the terms hereof, Tenant agrees to pay promptly when due all taxes assessed against Tenant's fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises.

ARTICLE 14 ACCESS TO LEASED PREMISES

14.1 Tenant shall have access to the Premises from the Lease Commencement Date to enter the space for the installation of telephone and data cabling and furniture installation provided such access does not interfere with Landlord's completion of Landlord's Work. Landlord and Tenant will cooperate and coordinate such joint access to the Premises during Tenant's Early Access. Tenant shall not be required to pay any rent during its early access.

14.2 Landlord acknowledges that Tenant keeps privileged and confidential student records and information at the Premises and that Landlord has no right to access such student information and that if Landlord has a right to and/or is afforded such access to the Premises under this Lease, Landlord shall comply with Tenant's reasonable security measures with respect to Landlord's access to the Premises ("Tenant's Access Requirements"). For purposes of clarification, "Tenant's Access Requirements" are collectively, the following: (i) Landlord will be accompanied by a Tenant representative (except in an emergency) when students are present and Landlord will timely notify Tenant and coordinate its access to the Premises with the Tenant when students are present so that Tenant can arrange to have a representative available to accompany Landlord or its representatives (it being understood that if a Tenant representative is not available at the requested time and if students are present, Landlord shall not have access to the Premises (except in an emergency)); (ii) Landlord shall have no access whatsoever to privileged and confidential student records and information kept by Tenant at the Premises, and (iii) Landlord shall not show the Premises to prospective lenders, purchasers or tenants while students are present without the prior written consent of, and during mutually agreed upon time with, Tenant.

14.3 With at least forty-eight (48) hours prior written notice to Tenant, except in cases of emergency, Tenant agrees to permit Landlord, its agents and employees, to inspect or examine the Premises at any reasonable time and to make such repairs, alterations, improvements or additions in the Premises, or the building of which the Premises is a part, as Landlord may deem desirable or necessary for preservation or improvement or which Tenant has covenanted herein to do and has failed so to do, without the same being construed as an eviction of Tenant in whole

or in part and the Rent shall in no manner abate nor shall Landlord be liable by reason or any damage, loss or injury to, interruption of or interference with Tenant's property or business because of the prosecution of such work.

14.4 It is expressly understood that Landlord shall have the right to enter the Premises to inspect the condition thereof, to show the Premises to prospective new tenants, to determine if Tenant is performing its obligations under this Lease, and to perform the services or to make the repairs and restoration that Landlord is obligated or elects to perform or furnish under this Lease, to make repairs to adjoining space, to cure any defaults of Tenant hereunder that Landlord elects to cure, and to remove from the Premises any improvements thereto or property placed therein in violation of this Lease, in accordance with the terms herein. The Tenant shall not alter the lock or install a new lock on any door of the demised Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In case such consent is give, the Tenant shall provide the Landlord with an additional key for the use of the Landlord pursuant to the Landlord's right of access to the Premises. If with Landlord's consent Tenant installs locks incompatible with the Building's master locking system: (a) Landlord, without abatement of Rent, shall be relieved of any obligation under the Lease to provide any service to the affected areas which require access thereto, (b) to the extent permitted by law, Tenant shall indemnify Landlord against any expense as a result of forced entry thereto which may be required in an emergency, (c) Tenant shall at the end of the Lease Term remove such lock(s), re-key to the building master or as required as the case may be, at Tenant's expense.

ARTICLE 15 SURRENDER OF LEASED PREMISES

15.1 Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by Landlord or Tenant during the continuance thereof, ordinary wear and tear excepted.

15.2 Tenant shall at Tenant's expense remove all property of Tenant, repair all damage to the Premises caused by such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed at the expiration or termination of the Lease term shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord as Landlord shall desire without any liability to Tenant and Tenant hereby expressly waives and releases all claims against Landlord therefor. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease and Tenant hereby agrees to indemnify and save Landlord harmless therefor.

15.3 **Abandoned Property**. If the Tenant shall vacate or abandon the Premises and leave any personal property either in the Premises or anywhere about the building, or its grounds then such property shall be deemed abandoned by the Tenant. Such abandonment shall work as an "intent to abandon" said property by Tenant, and Tenant agrees that no bailment situation shall exist between Landlord and Tenant in respect to such property. Landlord shall have the right and privilege to convert said abandoned property to his own use, without having to pay, offset or reimburse Tenant for the same. Tenant hereby waives any and all claims against Landlord that might arise out of said actions.

ARTICLE 16 UTILITIES

16.1 Tenant agrees immediately upon obtaining access to the Premises to contract for, in Tenant's own name, and to pay and be responsible for all utility services rendered or furnished to the Premises, including heat, gas, and electricity. Landlord shall not be liable or responsible for any interruption, quality, quantity, or failure of any utility service to the Premises nor for damages in the event of any interruption in the supply of any utility services to the Premises which are not caused by Landlord. No such failure or interruption shall entitle Tenant to terminate this Lease. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications and to be approved in writing by Landlord.

16.2 If the nonpayment of utility charges payable by Tenant, could give rise to a lien against the real estate or Landlord being liable for any payment therefor, then Landlord may pay such charges direct to the utility companies for Tenant's account and all such payments shall constitute sums due from Tenant to Landlord, payable forthwith as Additional Rent and shall give Landlord the same rights and privileges as herein elsewhere provided for defaults by Tenant under this Lease.

16.3 Upon at least five (5) days prior written notice to Tenant, Landlord may cut off and discontinue gas, water, electricity and any or all other utilities whenever such discontinuance is necessary in order to make repairs or alterations. In the event the discontinuation of utilities is for optional maintenance, repair or alterations, Landlord

shall try to coordinate the timing of said discontinuance with Tenant so as to cause a minimal disruption to Tenant's business. No such action by Landlord shall be construed as an eviction or disturbance of possession or as an election by Landlord to terminate this Lease nor shall Landlord be in any way responsible or liable for such action and Tenant hereby expressly waives and releases all claims against Landlord therefor, provided that Landlord give the require prior notice. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease and Tenant hereby agrees, to the extent permitted by law, to indemnify and save Landlord harmless therefor.

ARTICLE 17 ASSIGNMENT AND SUBLETTING

17.1 Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delay, but in the event of any such assignment or transfer, Tenant shall remain fully liable to perform all of the obligations under this Lease. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting, without such written consent shall give Landlord the right to terminate this Lease and to re-enter and repossess the demised Premises but Landlord's right to damages shall survive. If Tenant should assign or sublet without Landlord's prior consent, Landlord at its option may terminate this Lease after discovery that Tenant has assigned or sublet, in which event this Lease shall terminate and end upon thirty (30) days written notice of Landlord's election to so terminate. Any such assignment or subletting, even with the consent of Landlord, shall not relieve Tenant from Liability for payment of Rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Premises.

17.2 An assignment for the benefit of creditors or by operation of law, shall not be effective to transfer any rights to assignee without the written consent of Landlord first having been obtained and Landlord may terminate this Lease at any time in this event.

17.3 Tenant shall have the right to sublease, convey, transfer and assign all or any portion of its space, subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. There will be no sharing with the Landlord any profits gained from the sublease or assignment of this Lease.

17.4 Tenant may assign or sublet the Premises, or any portion thereof, without Landlord's consent, to any entity which controls, is controlled by or is under common control with Tenant, or to any entity resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease.

17.5 If Tenant requires that the Premises be sublet to an entity other than Tenant (a "School") which carries the authorization to operate a school in the jurisdiction where the Premise is located, Tenant requires that Landlord provide its pre-approval and consent to such sublease and the form of the sublease shall be reviewed and approved by Landlord prior to Lease execution and attached to the Lease as Exhibit B. Tenant will not be relieved of liability under the Lease with respect to such Sublease.

ARTICLE 18 RULES AND REGULATIONS

18.1 Tenant shall obey and observe (and, as applicable, compel its officers, employees, contractors, licensees, invitees, subtenants, concessionaires and all others doing business with it to obey and observe) all reasonable rules and regulations established by Landlord from time to time with respect to the facilities, improvements, conduct of Tenant and/or welfare of the Commercial Development so long as said rules are reasonable when applied to Tenant.

RULES & REGULATIONS

The Landlord reserves the right to make such other further and reasonable rules and regulations as in its judgment may from time to time be necessary or desirable for the safety, care, appearance and cleanliness of the Premises, the commercial development and for the preservation of good order and prestige therein.

A. No bicycle or other vehicle, shall be allowed in offices, hall corridors or elsewhere in the building.

B. Any newspaper, magazine or other advertising done from the said Premises, or referring to the Premises, which in the opinion of the Landlord is objectionable, in its reasonable judgement, shall be immediately discontinued upon notice from the Landlord.

C. Window coverings must be approved by the Landlord prior to installation. Such approval shall not be unreasonably withheld, conditioned or delayed.

D. Move-in and move-out shall be scheduled with the Landlord and expedited in the manner and procedure as reasonably prescribed by Landlord. Only insured moving companies may be used.

E. After permission to install telephones, call boxes, telegraph wires or other electric wires has been granted, Landlord will direct where and how the same are to be placed. No wires shall be run in any part of the building excepting by or under the direction of Landlord. Attaching of wires to the outside of the building is absolutely prohibited. It is understood that telephones are installed solely for the use and benefit of Tenant and accordingly, to the extent permitted by law, Tenant will defend and save Landlord harmless from any damages thereto, except where damage occurs as a result of intentional acts or negligence on the part of Landlord or its agents.

F. Tenant understands and agrees that the vehicle of any Tenant, its employees, agents or guests, parked in an unauthorized area, and particularly in areas designated as fire lane areas, or parked in such a manner that more than one space is utilized, may be towed away at owner's risk and expense.

G. All glass, locks and trimmings, in or about the doors and windows of the Premises and all electric fixtures on the Premises which belong to the building shall be kept whole, and whenever broken by Tenant or Tenant's employees, agents, guests, invitees or licensees Tenant shall immediately notify Landlord of such breakage. All such breakage shall be repaired by Landlord at Tenant's expense or may be repaired by Tenant at Tenant's own expense at the option of the Landlord.

H. The building shall be open from 7:00 a.m. to 6:00 p.m., Monday through Friday except all nationally observed holidays. Tenant, however, always has access.

I. All chairs in carpeted areas shall have carpet casters, or other similar protective devices.

J. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Building as a professional office building, or which will impair the comfort and convenience of other tenants in the Building or of the commercial development.

K. Tenant will participate in building Recycling program when/if it is active.

L. Overnight parking permitted only in designated areas and with written permission of Landlord.

ARTICLE 19 EMINENT DOMAIN

19.1 **EMINENT DOMAIN**. If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken on the date possession of that part shall be required for public use. Any Rent paid in advance of such date shall be refunded to Tenant, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the Premises to render and restore the same to a complete architectural unit and Tenant shall continue in possession of the portion of the demised Premises not taken under the power of eminent domain, under the same terms and conditions as are here provided, except that the Rent reserved herein shall be reduced in direct proportion to the amount of the Premises (building structure only) so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of trade fixtures, loss of business, or moving expenses.

ARTICLE 20 DEFAULT

20.1 In the event of any failure of Tenant to pay any rents or other charges or sums promptly when due for more than seven (7) days after written notice of such default shall have been given to Tenant, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such other default shall have been given to Tenant, or if Tenant shall discontinue operating its business, leave or abandon the Premises, or suffer this Lease to be taken under any writ of execution or in bankruptcy or receivership then Landlord, besides all other rights or remedies it may have by law and in equity, subject to a duty to mitigate damages, Landlord shall have the right: (a) to declare all rent and other payments for the entire unexpired term of this Lease at once due and payable and if not paid forthwith upon Landlord's demand then to resort to legal process for collection of all accelerated payments due under this Lease; or (b) to terminate this Lease and resort to legal process for collection of damages and/or eviction; and/or (c) re-enter and attempt to relet without terminating this Lease and remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant

all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

20.2 If Landlord, without terminating this Lease: (a) elects to re-enter and attempts to relet, as hereinbefore provided, or (b) takes possession pursuant to legal proceedings, and/or (c) takes possession pursuant to any notice provided by law, then it may, from time to time, make such alterations and repairs as may be necessary in order to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such Rent or Rents and upon such other terms and conditions as Landlord in its sole discretion may deem advisable.

20.3 Upon each reletting all Rents received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney fees; third, to the payment of Rent due and unpaid hereunder; and then the residue, if any, shall be held by Landlord and applied to payment of future Rent as the same may become due and payable hereunder. If such Rents received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach in accordance with this Agreement, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, all of which amounts shall be immediately due and payable from Tenant to Landlord.

20.4 **Bankruptcy Default**: If Tenant or any Surety of this Lease shall become bankrupt, or file any debtor proceedings or take or have taken against Tenant or any Surety of this Lease in any court pursuant to any Statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such Surety's property, or if Tenant or any such surety makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then and in that event, this Lease shall at the option of the Landlord be canceled and terminated and any party claiming on behalf of the Tenant or such Surety shall not have any rights whatsoever under this Lease.

20.5 **Reimbursement of Recovery Costs**: In addition to any other remedies Landlord may have at law or equity and/or under this Lease, Tenant shall pay upon demand all Landlord's reasonable cost, charges and expenses, including fees of counsel, agents and other retained by Landlord, incurred in connection with the recovery of sums due under this Lease, or because of the breach of any covenant under this Lease or for any other relief against Tenant. In the event a party shall bring to action against the other party for relief hereunder, the prevailing party shall be entitled to reasonable attorney fees and all court costs.

20.6 **Right To Past Due Sums**: No payment of money by the Tenant to the Landlord after the termination of this Lease, in any manner, or after the giving of any notice by the Landlord to the Tenant, shall reinstate, continue or extend the terms of this Lease or affect any notice given to the Tenant prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Landlord possession of said Premises, the Landlord may receive and collect any sums Rent due or any other sums of money due under the terms of this Lease, and the payment of such sums of money, whether as Rent of otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment theretofore obtained.

20.7 Among all the other remedies recited in this Article and Lease, those remedies are in addition to and without limitation of the Landlord's right to pursue any other "legal or equitable remedies otherwise available".

ARTICLE 21 ESTOPPEL CERTIFICATE

21.1 Within ten (10) days after written request by Landlord, Tenant shall deliver to Landlord a written statement certifying that Landlord has completed construction of the Premises, if any, that Tenant has accepted possession of the Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic Rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by Landlord, and prospective purchaser or mortgagee of the Premises or the commercial development.

ARTICLE 22 NOTICES

22.1 Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at his last known post office address or at the Premises, and deposited in the US mail, first class mail, certified or registered mail or by overnight carrier, with postage or service prepaid, and if such notice to Landlord is in writing addressed to the last known post office address of Landlord and deposited in the US mail, first class, certified or registered mail, or by overnight carrier, with postage or service prepaid. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person. Notice shall be deemed given upon delivery.

ARTICLE 23 REIMBURSEMENT

23.1 Except as otherwise stated herein, all terms, covenants and conditions herein contained to be performed by Tenant shall be performed at its sole expense and if, Landlord shall pay any sum of money to or do any act which requires the payment of money by reason of the failure, neglect or refusal of Tenant to perform such terms, covenant or condition as required by this Lease, the sum of money so paid by Landlord shall be payable by Tenant to Landlord with the next succeeding installment of Rent together with interest at the rate of five (5%) percent per annum or such interest rate as shall be permitted by law, if less. If Landlord shall perform any work that is an obligation of Tenant than Tenant shall pay to Landlord the cost of the work.

ARTICLE 24 HOLDING OVER

24.1 Upon the expiration or termination of the leasehold period as outlined herein, Tenant shall deliver up and surrender quiet and peaceable possession of said Premises to Landlord. It is further agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month, in absence of a written agreement to the contrary, on the same terms and conditions stated herein, except that Rent shall be increased to one hundred and twenty five percent (125%) of the last amount of Rent immediately prior to such termination.

ARTICLE 25 QUIET ENJOYMENT

25.1 Landlord represents and warrants that Tenant, upon paying the Rent as required herein, and in performing each and every covenant hereof, shall have exclusive possession and shall peacefully and quietly hold, occupy and enjoy the Premises throughout the term hereof, without molestation or hindrance by any person holding under or through Landlord except as to such portion of the Premises as shall be taken under power of eminent domain or shall have suffered casualty for repairs or restoration of which Landlord is responsible, in which event the time required for repairs or restoration is also excepted.

25.2 **Alteration of Facilities**. Anything herein to the contrary notwithstanding, Landlord expressly reserves the right to make changes, additions, deletions, alterations, or improvements in and to the Commercial Development and/or its facilities. In such event, Landlord shall not be subject to any liability therefor nor shall any such happenings constitute a default to Landlord's covenant of quiet enjoyment for which Tenant would be entitled to any compensation, Rent reduction, Lease amendment or termination or any other redress or remedy, except as otherwise provided herein, unless such additions, deletions, alterations, or improvements cause the Premises to be unsuitable, in Tenant's reasonable opinion, for Tenant's intended purposes.

ARTICLE 26 MAINTENANCE AND REPAIRS

26.1 Landlord shall keep and maintain in good order, condition and repair, in keeping with the usual standard for office buildings, the common areas of the building, (including painting), snow removal and landscaping surrounding the Building, foundation, exterior walls, and roof of the building in which the Premises are located and the structural portions of the Premises in good repair except that Landlord shall not be called upon to make any such repairs occasioned by the willful misconduct or gross negligence of Tenant, its agents, employees, invitees, licensees, or contractors, except to the extent that Landlord is reimbursed therefor under any policy of insurance permitting waiver of subrogation in advance of loss. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant following which Landlord shall promptly undertake and complete such repairs. Weather is considered a reasonable factor which may delay Landlord's repairs. Landlord shall not be called upon to make any other improvements or repairs of any kind upon said Premises. Landlord shall keep and maintain the Building and all Common Areas in a clean, sanitary and safe condition in accordance with applicable law.

26.2 Except as provided in this section of the Lease, Tenant shall keep and maintain in good order, condition, and repair (including replacement of parts and equipment, if necessary) the leased Premises and every part thereof and the interior portion of all doors, door checks, windows, window frames, plate glass, store front, and all fixtures, walls, floors, and ceilings. Tenant shall be given twenty-four (24) hour, seven (7) day a week access to areas that may be outside the Premises for maintenance as may be necessary.

26.3 Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan and in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting said Premises. If Tenant refuses or neglects to commence and to complete repairs promptly and adequately, Landlord may, but shall not be required to do so, make and complete said repairs, and Tenant shall pay the cost thereof to Landlord upon demand. At the time of the expiration of the tenancy created herein, Tenant shall surrender the Premises in good condition, reasonable and ordinary wear and tear excepted, loss by fire or other unavoidable casualty excepted. Any damage or injury sustained by any person because of mechanical, electrical, plumbing, or any other equipment or installations whose maintenance and repair shall be the responsibility of Tenant shall be paid for by Tenant, and to the extent permitted by law, Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages, and liability in connection therewith, including but not limited to reasonable attorneys' and other professional fees and any other costs which Landlord might reasonably incur.

26.4 If Tenant shall fail, refuse, or neglect to make repairs in accordance with the terms and provisions of this Lease, the same shall constitute a material breach of this Lease, and Landlord shall have the right, at its option and without prejudice to any remedies it may have hereunder or otherwise, upon fifteen (15) days' written notice to Tenant (provided, however, that if such failure is not reasonably susceptible to cure within fifteen (15) days, Tenant shall have a reasonable period to cure such failure so long as Tenant commences the cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion), to enter the Premises and make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or property or to Tenant's business by reason thereof, except loss or damage arising out of the negligent acts of Landlord, and upon completion there, Tenant shall pay Landlord's reasonable costs for making such repairs upon presentation of a bill therefor, as Additional Rent. If Landlord shall fail, refuse, or neglect to make repairs in accordance with the terms and provisions of this Lease, the same shall constitute a material breach of this Lease, and Tenant shall have the right, at its option and without prejudice to any remedies it may have hereunder or otherwise, upon fifteen (15) days' written notice to Landlord (provided, however, that if such failure is not reasonably susceptible to cure within fifteen (15) days, Landlord shall have a reasonable period to cure such failure so long as Landlord commences the cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion), to make such repairs without liability to Landlord for any loss or damage that may accrue, and upon completion thereof, Landlord shall pay Tenant's costs for making such repairs upon presentation of a bill therefor direct to Tenant, or shall allow for an abatement of Rent in such amount.

26.5 Tenant shall keep the Premises and all other parts of the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefor by Landlord. To the extent permitted by law, Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within then (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten (10) day period shall carry with it the same consequences as failure to pay any installment of Rent.

26.6 Tenant, at its own expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction thereof and the insurance underwriters insuring the building in which the Premises are located. Landlord, at its own expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction thereof in the Common Areas, Building and Commercial Development.

26.7 The first installation of electric light lamps in the Premises will be made by the Landlord in the manner and of the style and voltage customary in the Building. Thereafter the Tenant shall replace and maintain such installation of electric light lamps and shall be liable for any damage from overloading of any of the lighting circuits in the Premises.

26.8 Landlord shall promptly provide maintenance and repair to HVAC and plumbing systems throughout the Building and the Premises provided Tenant does not make unreasonable demands on the systems.

26.9 Landlord shall maintain common bathrooms, provide supplies and pay for water & sewer use therein.

ARTICLE 27 NON-WAIVER

27.1 One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or by Tenant to or of any act by the other party requiring such party's consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act by the other party or be construed as a waiver or relinquishment of the consenting party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

27.2 **Oral Waivers Ineffective**. Any waiver by either party must be in writing and specify said covenant to be waived and the duration of said waiver.

ARTICLE 28 SIGNS

28.1 Landlord shall provide, at Landlord's sole cost, including installation, Tenant's first (1st) "Building standard" sign at the Building for Tenant's suite, which design and format shall be acceptable to Tenant. Any other sign placed on the Premises or in or about the building and grounds must have the written approval of the Landlord. Approval, when given, will be in writing and only after Tenant submits scale drawings to Landlord.

28.2 Tenant shall be provided identity signage at Landlord's sole cost (consistent with Building standard signage) which shall include appropriate signage on entrance doors to all space under lease by Tenant, which design and format shall be acceptable to Tenant. In addition, Tenant shall have the right, pending appropriate county approvals, to install signage on the exterior surface of the Building (including any available pylon signage) in a mutually agreeable location by Tenant and Landlord. Tenant shall also have the right to hang a temporary "grand opening banner" on the exterior for the months of February through September.

28.3 Landlord shall provide Tenant with additional information regarding any remaining available signage at the Building or property and the size and location of such additional signage. To the extent practicable, Landlord shall provide a mock-up, rendering or depiction of such remaining signage for Tenant's review.

ARTICLE 29 CHANGES TO DEVELOPMENT & CONTINUING CONSTRUCTION

29.1 Landlord hereby reserves the absolute right at any time and from time to time to: (a) make changes or revisions on the Property including but not limited to additions to, subtractions from, or rearrangements of the Building areas and/or Common Areas, interior and exterior; and (b) construct additional or other building or improvements in or on the commercial development and to make alterations thereof or additions thereto and to build additional stores on any such building or buildings and to build adjoining same, as long as such development does not materially interfere with Tenant's use and enjoyment of the Premises.

29.2 Tenant acknowledges that the Premises are a part of an overall development, portions of which may still be under construction. In consideration of Landlord granting Tenant permission to occupy said Premises at this time, Tenant agrees not to hold Landlord responsible for any inconvenience caused by the continuing construction, as long as such construction does not materially interfere with Tenant's use and enjoyment of the Premises. Tenant further agrees that such inconvenience caused by the continuing construction will not in any way, be cause for Tenant to violate the terms of this agreement nor to be granted reduction of Rent, as long as such construction does not materially interfere with Tenant's use and enjoyment of the Premises.

ARTICLE 30 RE-RENTING

30.1 The Tenant hereby agrees that for a period commencing one (1) calendar month per Lease year prior to the termination of this Lease, the Landlord may show the Premises to prospective Tenants and may display in and about said Premises signs advertising the Premises for lease or re-lease.

ARTICLE 31 NOTICE FORCE MAJEURE

31.1 Landlord shall be excused for the period of any delay in the performance of any obligations hereunder or non-performance of any such obligations or of this Lease, when prevented from so doing by causes outside of Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike

operations, changed governmental regulations or controls, administrative hearings or judicial litigation including any adverse findings, orders, verdicts or judgments therein, fire or other casualty, inability to obtain any material, services or through acts of God or through any other causes outside Landlord's control whatsoever. This shall also apply to any construction that Landlord has agreed to do for Tenant's benefit.

ARTICLE 32 DEFINITION OF TERMS

32.1 "**Lease year**" shall mean each successive twelve (12) month period following the first Lease year (which shall consist of fourteen (14) months) beginning with the first day of this Lease, and each yearly anniversary thereafter, provided the beginning date of this Lease is on the first day of the month. If the term of this Lease begins on any day other than the first day of the month, then the Lease year shall begin on the first day of the month following the end of the month during which the term of this Lease begins, and Rent shall be prorated over the partial month.

32.2 "**Rentable square feet**" shall be measured from center wall where walls are common walls (adjacent to another Tenant), from the glass line on exterior wall where said wall has glass or from the interior of the outside wall where wall has no glass and from the hallway side of the common area hallway (no deductions shall be taken for indented doorways) and multiplied by the building loss factor (rentable/usable). The Premises, if newly constructed, may be field measured within thirty (30) days of completion of construction and square footage figures for usable and rentable and the monthly Rent shall be adjusted accordingly to reflect the corrected size of the Premises.

ARTICLE 33 SECURITY DEPOSIT

33.1 The Landlord shall retain the Security Deposit as set forth in Article 1.1 as security for the faithful performance of all of the covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon Rent or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security at his option; and the Landlord's right to the possession of the Premises for non-payment of Rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of covenants, conditions, and agreements of this Lease, is to be returned to Tenant according to these terms, and in no event is said security to be returned until the Tenant has vacated the Premises and delivered possession to the Landlord, and the keys returned to the Landlord, and damages, if any, to the Premises ascertained.

33.2 In the event that the Landlord repossess himself of the Premises because of the Tenant's failure to carry out the covenants, conditions and agreements of the Lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and retain the said security to apply upon such damages as may be suffered or shall occur thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security as a separate fund but may mix said security with his own funds. Tenant covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

ARTICLE 34 LIMITED LIABILITY

34.1 Anything herein to the contrary notwithstanding, the covenants contained in this Lease to be performed by Landlord, or its agents or representatives, or Landlord's respective successors, assigns, personal representatives, heirs or legatees, shall be deemed the contractual obligations of Landlord only and no deficiency judgment or other action for personal liability shall be brought or maintained against Landlord or any of the aforementioned parties, it being expressly understood and agreed that execution or any other legal enforcement for collection on any verdict or judgment against Landlord and/or the aforesaid parties shall be expressly limited and exculpated to the real estate constituting the Premises and Landlord's improvements thereon so that Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies in the event of any Landlord's alleged default hereunder. The parties mutually agree that this Article is and shall be considered an integral part of this Lease, and shall not be waived or modified in any manner except as provided by the terms of this Lease. Nothing contained herein shall be construed as waiving, modifying or limiting any defenses, counterclaims or assertions contesting any alleged liability hereunder, as Landlord may be entitled to assert, in law or in equity.

ARTICLE 35 SALE OF PREMISES

35.1 In the event of sale of the building which the Premises are a part, the Landlord shall have the right to transfer the security deposited by Tenant to the purchaser for the benefit of the Tenant. In the event of such transfer of security and/or of ownership, the Landlord shall be considered released by the Tenant from all liability for the return of such security or of any obligations of this Lease agreement. Landlord has the absolute right to assign, transfer, sell, pledge as collateral the Lease and/or real property.

ARTICLE 36 RIGHT TO MORTGAGE

36.1 Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) or ground or underlying lease(s) now or hereafter placed upon Landlord's interest in the Premises or on the land and building of which the Premises are a part, or upon any buildings hereafter placed upon the land parcel of which the Premises are a part and Tenant agrees upon request to execute and agreement subordinating this Lease and/or attornment agreement to such mortgagees and Landlords and appoints Landlord its attorney-in-fact to execute and deliver any such instruments for and in the name of Tenant, such appointment being irrevocable, in a form approved by Tenant.

36.2 Tenant will require, in a form reasonably acceptable to Tenant, a non-disturbance subordination and attornment agreement from the Landlord and any current lender on the project. In addition, Tenant will require a non-disturbance agreement from any future mortgagee or lienholder, in a form reasonably acceptable to Tenant.

ARTICLE 37 INTENTIONALLY OMITTED

ARTICLE 38 RELOCATION

38.1 Landlord shall not have the right to relocate Tenant during the term of the lease or any renewal options, without Tenant's prior written consent, which shall be solely within Tenant's discretion.

ARTICLE 39 WAIVER OF SUBROGATION

39.1 Each party does hereby remise, release, and discharge the other party, and any officer, agent, employee or representative of such party, of and from any liability whatsoever, hereinafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

ARTICLE 40 HAZARDOUS MATERIAL/WASTE

40.1 Landlord represents and warrants to Tenant that as of the Commencement Date of this Lease, the Premises is free of hazardous materials, and to Landlord's knowledge that Premises is in compliance with all applicable federal, state and local laws and regulations regarding the environment and hazardous substances. Landlord and Tenant shall keep or cause the Premises to be kept free of hazardous materials except to the extent that such hazardous materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Landlord and Tenant shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process hazardous materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Landlord or Tenant cause or permit, as a result of any intentional or unintentional act or omission on the part of Landlord or Tenant or any tenant, agent, employee, invitee or guest, a release of hazardous materials on or into the Premises or onto any other contiguous Premises or any other area of the parcel of land or building the Premises are a part of.

40.2 If Hazardous Materials are used, stored, generated or disposed of on or in the Premises or if the Premises become contaminated in any manner by Tenant, to the extent permitted by law, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease Term and arising as a result of that contamination caused directly by Tenant. This indemnification includes, without limitation, any and

all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes the presence of any Hazardous Substance on the Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Materials of the Premises. Tenant shall first obtain Landlord's approval for any such remedial action, which consent shall not be unreasonably withheld, conditioned or delayed.

40.3 For purposes of this Lease, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and in the regulations adopted and publications promulgated pursuant to those Acts, or any other federal, state or local governmental law, ordinance, rule, or regulation.

40.4 Landlord shall ensure that the Building and Premises shall be in compliance with all applicable laws, codes and ordinances, including the Americans with Disabilities Act (ADA). Landlord represents that, as of the Lease Commencement Date (or upon Substantial Completion of Landlord's Work and the Rent Commencement Date), the Premises, including any tenant improvements made by Landlord and any common areas under the Lease, shall be in compliance with all laws and regulations, including the ADA, shall be built in a good and workmanlike manner with good materials in accordance with the plans therefore, and the equipment and building systems serving the Premises are in good working order. Landlord shall maintain compliance in the Building and in all common areas with all laws, and regulations, including the ADA, throughout the term of the lease and any renewals.

40.5 Landlord shall guarantee to Tenant that the Building is free from latent defects throughout the Lease Term. Notwithstanding any items constructed by Tenant, or any Building items affected by Tenant's construction, throughout the Lease Term, Landlord shall repair, maintain and replace all structural and capital items of the Building, including the roof, the mechanical systems therein, and any all items related to the Common Areas.

40.6 Landlord represents and warrants to Tenant that, to its knowledge, there are no hazardous substances, asbestos, or mold located in, on or under the building, the property or premises and there has been no violation thereon of any law governing hazardous substances. If hazardous substances are discovered at some later date on or about the Building or Premises, which were not caused by Tenant, the Landlord will be liable for all costs and expenses associated with regulatory requirements to eliminate such problems. Any asbestos or other hazardous materials in the Premises shall be removed in compliance with applicable laws. If such materials cannot be removed, all such materials will be abated in compliance with all applicable laws. In the event such materials are found at the Building or Premises after the Commencement Date herein, and after written notice and a period of thirty (30) days to cure given by Tenant to Landlord, and Landlord thereafter failing such cure, Tenant shall have the right to terminate this Lease upon ten (10) days written notice to Landlord, and thereafter shall be free from all further obligations and liability hereunder.

40.7 Landlord shall provide Tenant with a record and history of any testing or studies regarding, or abatement of, hazardous substances, asbestos or mold in, on or under the building, the property or Premises upon execution hereof. Landlord shall indemnify, defend and hold harmless Tenant, Tenant's assignees, agents and invitees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith arising out of or in connection with any deposit, spill, discharge or other release of Hazardous Materials, or any violation of Environmental Law that is not caused by Tenant, Tenant's assignees, agents or invitees.

ARTICLE 41 MISCELLANEOUS

41.1 **Lease Validity**: The submission of this Lease for examination and/or execution by Tenant does not constitute a reservation of or option for the Premises described herein for the benefit of Tenant and this Lease shall have no force or validity as a Lease unless and until duly executed by Landlord.

41.2 **Law**: This Lease shall be construed, governed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease shall be invalid or unenforceable in whole or in part, it shall be enforced to the extent of its validity and the balance shall be deemed stricken from the Lease, but shall not invalidate the Lease and the remaining provisions of this Lease shall in no way be affected or impaired and such remaining provisions shall continue in full force and effect.

41.3 **Waiver of Jury Trial:** Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord against the Tenant on any matter whatsoever arising out of or in any way connected with this

Lease the relationship of Landlord to Tenant, the use or occupancy of the demised Premises by Tenant or any person claiming through or under Tenant, any claim of injury or damage, and any emergency or other statutory remedy; provided, however, the foregoing waiver shall not apply to any action for personal injury or property damage.

41.4 **Remedies/Non-Exclusive**: It is agreed that each and every of the rights, remedies and benefits provided by this agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

41.5 **Successors**: Except as otherwise provided in this Lease, the respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Tenant unless Landlord's written consent for the transfer to such successor or has first been obtained as provided in this Lease.

41.6 **Brokers**: Landlord acknowledges that CBRE|Martin as a subagent of CBRE, Inc. represents Tenant. Pursuant to a separate agreement, Landlord agrees to pay CBRE|Martin a commission and shall indemnify and hold Tenant harmless against any cost, expense or fee arising out of such commission.

41.7 **Recording**: Tenant shall not record this Lease without the prior written consent of Landlord. Either party shall, upon request of the other party, execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

41.8 **Joint and Several Liability**: In the event that this instrument shall be executed on behalf of the Tenant by more than one person, then the liability of the persons so signing shall be joint and several, and a judgment entered against one shall be no bar to an action against the others.

41.9 **Captions**: Captions, titles of articles or sections, titles of Exhibits and Riders, if any, and the Index of Lease, are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Lease.

41.10 **Facsimile and Electronic Copies**: The parties hereby agree that the exchange of copies of this Lease and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Lease as to the Parties and may be used in lieu of the original Lease for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

41.11 **Counterparts:** This Lease may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Lease.

41.12 **Intentionally omitted.**

41.13 **Exclusivity**. Tenant shall have the exclusive right to operate a school or educational facility at the Premises, in the Building, subject to the rights of any pre-existing tenant rights. Landlord shall provide Tenant with a list of any tenants within the Building that may compete with Tenant's school use at the time of execution hereof.

41.14 **Security**. Building has a master key system. Tenant shall have the right to install their own security system in the Premises.

41.15 **Complete Agreement**: This writing, including Riders, Addenda, Exhibits and attachments thereto contains the entire agreement between the parties, and no agent, representative, salesman, partner or officer of Landlord has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or customs shall be permitted to contradict or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties and attached hereto.

The parties hereto have executed this Lease agreement on the day and year first above written in Article 1.1. Individuals signing on behalf of a principal warrant that they have the authority to bind the principal.

Please Print or Type Names Under Signatures

TENANT:
Great Lakes Cyber Academy

Amy Drumm 6/13/18
Date
Amy Drumm
GLCA Board Secretary

LANDLORD:
LOUIS J. EYDE FAMILY, LLC
a Michigan limited liability company
By: LOUIS J. EYDE MANAGER, LLC
a Michigan limited liability company, its Sole Manager

Louis J. Eyde 11/30/18
Louis J. Eyde, CEO Date

GEORGE F. EYDE FAMILY, LLC
a Michigan limited liability company

By: Evemarie Eyde
Evemarie Frances Eyde
Its: Manager

By: G M Eyde
George Matthew Eyde
Its: Manager

Sale Agent:

Thank you
IMPORTANT. PLEASE PROVIDE FOLLOWING INFORMATION FOR EMERGENCIES TENANT CONTACT NAME HOME PHONE NUMBER
PLEASE PRINT OR TYPE NAME BELOW AS IT IS TO APPEAR ON THE BUILDING STANDARD SIGN.

Exhibit A
Plans & Specifications

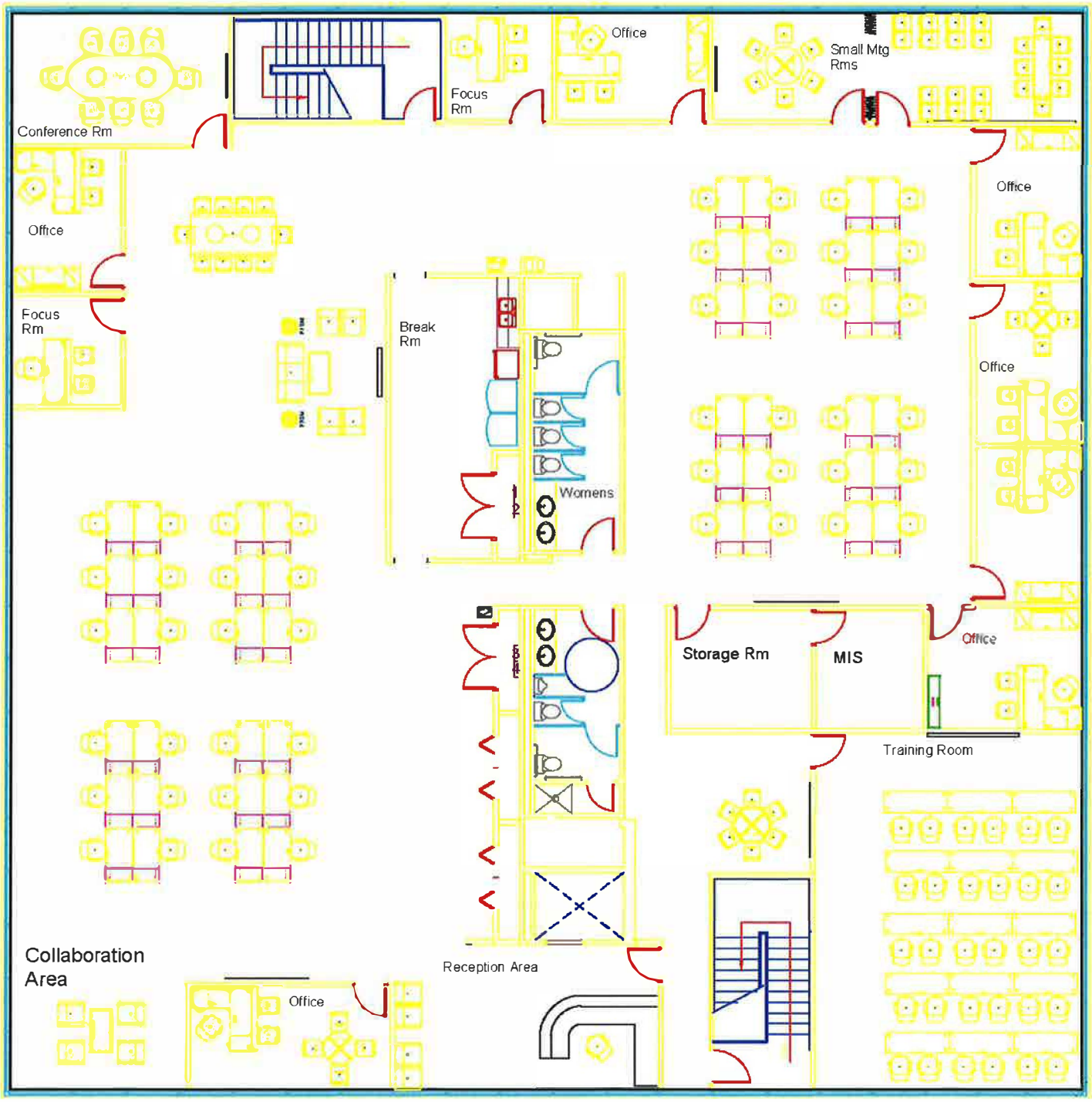

Exhibit A
Plans & Specifications

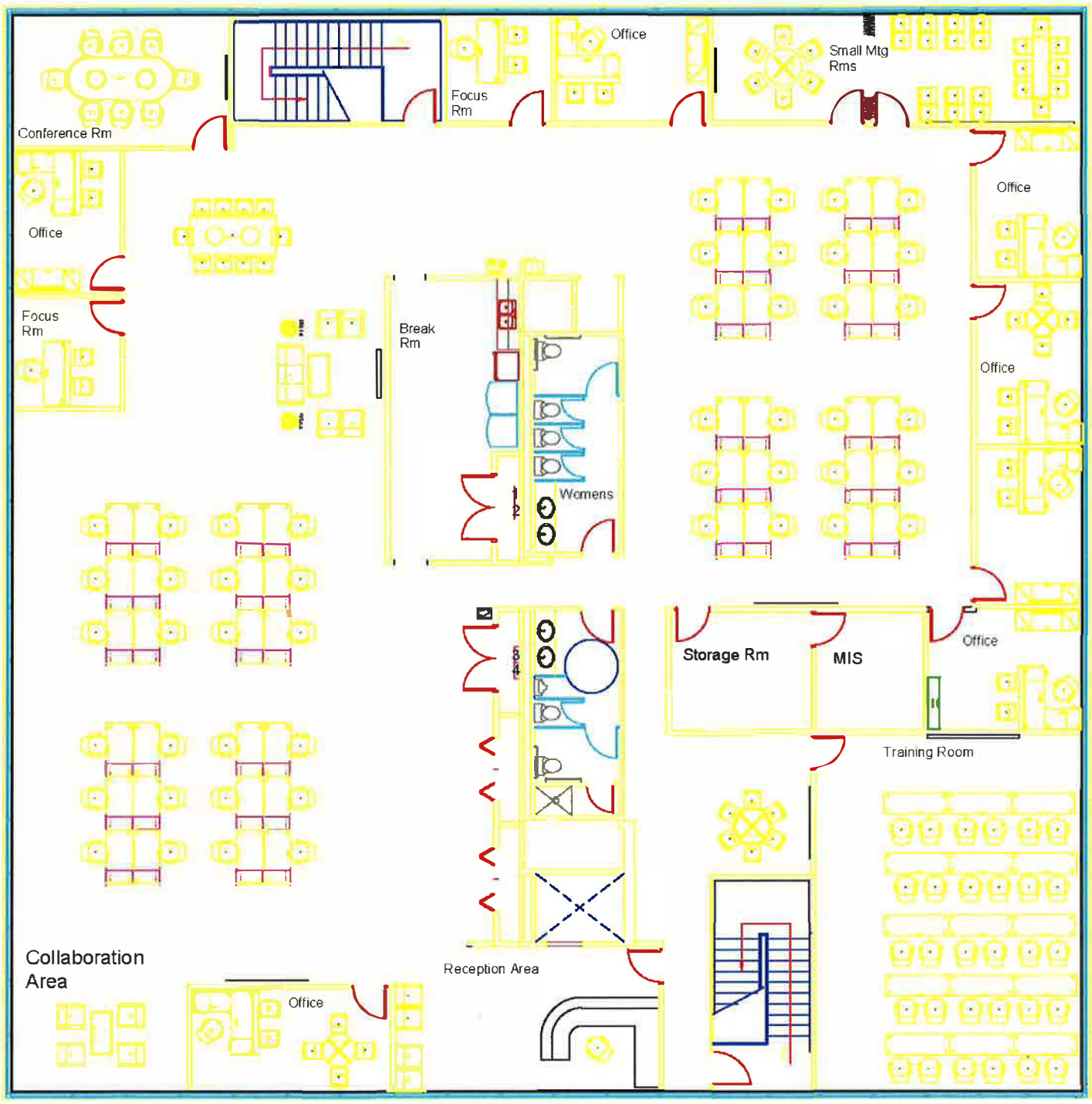

EXHIBIT A

CONNECTIONS EDUCATION®

CONSTRUCTION SCOPE OF SERVICES

FOR

Great Lakes Cyber Academy
2018 Relocation
2875 Eyde Parkway
Suite 200

Construction Services: Scope of Work

Great Lakes Cyber Academy is requesting to renovate the existing Suite in East Lansing, Michigan. The Project will renovate the existing Suite on the site to provide an approximately 10,149 SF office.

Project Site:

- The Great Lakes Cyber Academy will be located at 2875 Eyde Parkway, Suite 200, East Lansing, Michigan 48823.

Project Description

Contractor shall provide all labor, equipment and materials, and secure all authorizations and permits, to complete construction modifications for approximately 10,149 SF of office space located at 2875 Eyde Parkway, Suite 200, East Lansing, Michigan 48823.

Permits/Authorizations:

Contractor is responsible for Construction Drawings and obtaining all authorizations/permits, at Contractor's expense, prior to the commencement of work.

General Program for Site Construction:

Contractor shall complete the following efforts/activities:

1. Contractor shall complete site construction, using finishes and construction consistent with the following program and as further specified below.

Teacher Work Area

a. Painting: Paint all partitions and trim is included but not limited to the following items: Partitions, Trim, Window Frames, Door Frames, and Doors. Paint should include 1 prime coat and 2 finish coats.
b. Flooring: Furnish and install new broadloom carpet. Furnish and install vinyl base on all partitions as necessary.
c. Ceilings: Replace any damaged or stained Acoustical Ceiling Tile to match the existing. Repair or reconfigure ceiling grid based on current floor plan as required.
d. Electrical:
    i. Furnish and install power poles or floor outlets (120V) to each set of Teacher Work stations in accordance with local codes.
    ii. Furnish and install data outlets with pull string to each set of Teacher Work stations in accordance with local codes.
    iii. Provide lay-in 2'x4' fluorescent light fixtures with lenses.
    iv. General Power distribution by NEC Standards.

Offices, Reception Area and Focus Rooms

a. Partition: Install partitions with gypsum wallboard to enclose office completely with door.
b. Door: Provide solid core wood door in wood frame. Finish door to match existing construction standard in building. Provide locking hardware on doors with keys on master key system.
c. Flooring: Furnish and install new broadloom carpet throughout the office area. Furnish and install new vinyl base on partitions as necessary. Provide transition from carpet to VCT as required.
d. Ceiling: Replace any damaged or stained Acoustical Ceiling Tile with new Acoustical Ceiling Tile to match the existing.
e. Painting: Painting of all partitions and trim is included but not limited to the following items: Partitions, Window Frames, Door Frames, trim. Paint should include 1 prime coat and 2 finish coats.
f. Electrical:
    i. Furnish and install power (120V) to desks – four outlets in accordance with local and state codes. Wall connection.
    ii. Furnish and install three (3) data ports to desk locations with pull string.
    iii. General Power distribution by NEC Standards.
    iv. Provide fluorescent light fixtures in ceiling with lenses.

Break Room

a. Flooring: Furnish and install vinyl cove base and VCT flooring in Break Room. Provide a minimum of 1 coat of finish on new VCT.
b. Ceiling: Repair damaged or stained Ceiling in Break Room.
c. Painting: Painting of all partitions and trim is included but not limited to the following items: Partitions, Frame, Wood trim. Paint should include 1 prime coat and 2 finish coats.
d. Plumbing: Furnish and install stainless steel sink with hot and cold water supply.
e. Partition: Install partitions with gypsum wallboard to enclose Break Room.
f. Cabinets: Furnish and install base and wall hung cabinets.
g. Electrical:
    i. Furnish and install GFCI power (120V) at countertop in accordance with local and state codes.
    ii. General Power distribution by NEC Standards.

Training Room, Conference Room, and Meeting Rooms

a. Demolition: Remove all office partitions in the area of the new Training Room to include but not limited to gypsum board, electrical, data, phone. Reconfigure ceiling grid to match new room layout out.
b. Flooring: Furnish and install vinyl cove base and broadloom carpet throughout the Training Room.
c. Ceiling: Repair damaged or stained Ceiling in Break Room.

d. Painting: Painting of all partitions and trim is included but not limited to the following items: Partitions, Frame, Wood trim. Paint should include 1 prime coat and 2 finish coats.
e. Partition: Install partitions with gypsum wallboard to enclose Training Room completely with door.
f. Door: Provide solid core wood door in wood frame. Provide passage hardware on door.
g. Electrical:
    i. Furnish and install power (120V) to wall monitor at 60" AFF.
    ii. Furnish and install data outlets with pull string at monitor location. Electric/Data Cover Plates shall blend with wall color.
    iii. General Power distribution by NEC Standards.
    iv. Provide fluorescent light fixtures in ceiling with lenses.

MIS Room/ Storage

a. Partition: Install partitions with gypsum wallboard to separate MIS Room from Storage Room to include door.
b. Painting: Painting of all partitions and trim is included but not limited to the following items: Partitions, Door and Frame. Paint should include 1 prime coat and 2 finish coats.
c. Door: 5 ply solid core wood door in 18 ga. HM frame. Provide locking hardware on door with keys on master lock system.
d. HVAC: Furnish and install independent HVAC Cooling System with dehumidification system capability in MIS Room. MIS room must have ambient temperature: 10°C - 27°C and relative humidity: 30% - 75% non-condensing. Water sprinkler cannot be equiped directly above the equipment.
e. Flooring: Furnish and install Static Dissipative Tile and Adhesive (Grounded) in MIS Room.
f. Electrical:
    i. Furnish and install power 2 quad outlets in accordance with local and state codes. Wall connection.
    ii. Furnish and install 4'x4' plywood panel on wall to support server equipment.
    iii. Furnish and install 208V circuit to accept a L6-30P plug.
    iv. General Power distribution by NEC Standards.
    v. Furnish and install surface mounted fluorescent light fixture in ceiling.
    vi. Provide a grounding bar in the MIS Room per local codes.

General

a. Lighting shall be lay-in fluorescent fixtures unless otherwise noted herein.
b. Rework fire alarm, mechanical systems, sprinklers, and emergency lighting as required per code.
c. Furnish and install fire extinguishers as required by local code.
d. Paint Colors shall be selected from one of the following: Versatile Gray SW6072, Storm Cloud SW6249, and Passive SW7064 or equivalent.
e. Carpet shall be Shaw - All Access #20502 or equivalent.

f. Vinyl Cove shall be VPI - London Fog #05 or equivalent.
g. VCT shall be selected from one of the following: Mannington Glacier #122 or Stone Grey #102 or equivalent.

2. Entrance should be ADA Compliant and meet local and state building codes.

3. Contractor shall remove and cleanup all demo, construction excess and unused materials from the Site. Materials will be discarded and not reused. Final cleaning when scope of work is complete.

4. Roof shall be inspected and repaired as necessary to ensure there are no leaks present.

5. Maintain safety of the job site/area during all work operations, to overall protect contractor crews, sub-contractor crews, owner personnel that may be present in and around the work space or adjacent spaces.

6. Contractor shall be on site for all permitting and inspections.

7. Provide sufficient egress in the new office space to be compliant with all local and state codes.

8. Contractor will provide AHERA asbestos letter indicating no asbestos was specified or used in the construction of the space.

9. Contractor shall provide a complete project schedule and also provide weekly Project Status Summaries.

I, Amy Drumm, Secretary

of Great Lake Cyber Academy , a non-profit Corporation organized and existing under the laws of the State of Michigan, do hereby certify that at a meeting of the Board of Directors of this Corporation duly held on February 22, 2018, at which a quorum was present and acting throughout, the following resolution was duly adopted:

> RESOLVED, that Amy Drumm, as Board Secretary hereby authorized and empowered to execute a lease on behalf of the Corporation for office space located at 2875 Eyde Parkway, Suite 200, East Lansing, Michigan 48823.

I do further certify that as Secretary of Board, I have custody of the records of meetings of this Corporation; that the above resolution still in full force and effect and is not in conflict with any provisions of the Articles of Incorporation or the By-Laws of this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this Corporation on this 13th day of June, 2018.

Its Secretary, Amy Drumm

RESOLUTION - LLC

I, _____, Member of _____, LLC, a Limited Liability Company organized and existing under the laws of the State of _____, do hereby certify that at a meeting of the Members of this Limited Liability Company duly held on _____, 20_____, at which a quorum was present and acting throughout, the following resolution was duly adopted:

RESOLVED, that _____, _____
Name Title
is hereby authorized and empowered to execute a lease on behalf of the Limited Liability Company for office/store space located at _____ _____, Michigan.

I do further certify that as Member of _____, LLC, I have custody of the records of meetings of this Limited Liability Company; that the above resolution is still in full force and effect and is not in conflict with any provisions of the Articles of Limited Liability Company or by the Operating Agreement of this Limited Liability Company.

I have hereunto set my hand, thereby warranting the above, for this Limited Liability Company on this _____ day of _____, 20_____.

X_____

Its Member

CBRE | Martin

Part of the CBRE affiliate network

LESSOR/LESSEE AGENCY WITH SUB AGENT DISCLOSURE

2875 Eyde Parkway, East Lansing, MI 48823

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should, from the outset, understand who the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business relationship with the real estate agent and the Lessor or Lessee.

Duties of Lessor's Agent

A real estate agent who has listed a Lessor's property for lease acts as the agent for the Lessor only and has a fiduciary duty of loyalty to the Lessor. In practical terms, the Lessor has hired the agent to lease their property and that agent should attempt to obtain for the Lessor the most favorable lease price and terms. Although the Lessor's agent has the fiduciary duty to the Lessor, that agent is, by law, responsible to all prospective Lessees to treat them with honesty, fair dealing, and with good faith. A Lessor's agent under a listing agreement with Lessor acts as the agent for the Lessor only. A Lessor's agent or a subagent of that agent has the following affirmative obligations: (To the Lessor) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Lessor; (To the Lessee and the Lessor) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the property that are not known to, or within the diligent attention and observation of, the parties.

Duties of Lessee's Agent

A real estate agent can, with a Lessee's written consent, defining how the agent will be paid, agree to act as agent for the Lessee only. As agent working on behalf of the Lessee, the agent has a fiduciary duty of loyalty to the Lessee. In practical terms, that means the Lessee's agent is concerned with the Lessee's best interests in the transaction, including attempting to obtain for the Buyer the most favorable lease price and terms. A real estate agent can, with a Lessee's consent, agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive a commission from the Lessor. An agent acting only for the Lessee has the following affirmative obligations: (To the Lessee) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Lessor; (To the Lessee and the Lessor) (a) A duty to exercise reasonable care, skills and diligence in performance of the agent's duties; (b) A duty of honesty and fair dealing with good faith; (c) A duty to disclose all facts known to the agent which materially affect the value of property that are not known to or within the diligent attention and observation of the parties.

Duties of Agent Representing Both Lessor and Lessee

A real estate agent, either acting directly or through one or more associate licensees, may legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Lessor and the Lessee; (b) Other duties to the Lessor and the Lessee as stated above in their respective sections. In representing both Lessor and Lessee, the agent may not, without the express permission of the respective party, disclose to the other party that the Lessor will accept a price less than the listing price or that the Lessee will pay a price greater than the price offered.

Duties of Lessor and Lessee

The above duties of real estate agents in a real estate transaction do not relieve a Lessor or a Lessee from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to assure that they adequotely express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.

Confirmation of Agency Disclosure

At the signing of this agreement, the following agency relationship is hereby confirmed for the transaction. Martin Commercial Properties, Inc., a Michigan Corporation, d/b/a CBRE|Martin is the agent of the **Lessee (as sub agent of CBRE, Inc.)**. In the event Agent has previously entered into a relationship with regard to any property, tenant or property owner that would pose a conflict of interest, then Agent reserves the right to cancel this Agreement, unless the express written consent from both parties is received.

_____
(Signature of Licensee)

Acknowledgment

I/we acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

LESSOR: **LOUIS J. EYDE FAMILY, LLC**

By: Louis J Eyde Date: 6/6/18 Time: _____ AM/PM

Print: _____

Its: _____

LESSEE: **GREAT LAKES CYBER ACADEMY**

By: Amy Drumm Date: 6/13/18 Time: 2:25 AM/PM

Print: Amy Drumm

Its: GLCA Board Secretary

AGENT: **MARTIN COMMERCIAL PROPERTIES, INC., a Michigan Corporation d/b/a CBRE|MARTIN as SUB AGENT of CBRE, INC. for LESSEE**

By: _____ Date: _____ Time: _____ AM/PM

Van W. Martin

Its: Chairman and CEO

).DOCX

NOTICE

THE ATTACHED LEASE AGREEMENT OUTLINES THE SPECIFIC TERMS AND RIGHTS OF THE LESSOR AND LESSEE UNDER THIS LEASE. ONCE EXECUTED IT IS A LEGAL DOCUMENT, FULLY ENFORCEABLE BY LAW. THE UNDERSIGNED HAS BEEN ADVISED THAT AN ATTORNEY SHOULD REVIEW THIS DOCUMENT AND ASCERTAIN THAT THE TERMS OUTLINED HEREIN ARE IN ACCORDANCE WITH THEIR UNDERSTANDING OF THE TERMS.

LESSOR LOUIS J. EYDE FAMILY, LLC

BY: Louis J Eyde

PRINT: _____

ITS: _____

DATE: _____

LESSEE GREAT LAKES CYBER ACADEMY

BY: Amy Drumm

PRINT: Amy Drumm

ITS: GLCA Board Secretary

DATE: 6/13/18

MERIDIAN CHARTER TOWNSHIP
BUILDING DIVISION

CERTIFICATE OF OCCUPANCY
COMMERCIAL

PERMIT NO. **PB18-0334** DATE **08/06/2018**

This is to certify that the following building or structure erected on:

Ste/Spc No. Development

Business Name

Street Address **GREAT LAKES CYBER ACADEMY, SUITE 200**

2875 EYDE PARKWAY EAST LANSING MI 48823

Owner Name **ACS STATE HEALTHCARE LLC**

Owner Address **P O BOX 151127**

DALLAS TX 75315-1127

Occ. Group **B** Occ.Load **102** Type **IIB** Zoning **RR, PO, C-2**

Sprinklers Required ☒ Yes ☐ No Sprinklers Provided ☒ Yes ☐ No

Building Code ☒ 2015 MBC

The above listed structure, or portion described above, has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified. The occupancy thereof is hereby authorized.

EYDE CONSTRUCTION CO PTNRSHP
PO BOX 4218
EAST LANSING MI 48826-4218

Electrical:	8/6/18
:	
:	

This certificate shall be readily available for inspection upon request of the Building Department, Fire Department, Health Department, or any other government agency.

MERIDIAN CHARTER TOWNSHIP

John C. Heckaman,
Chief Building Inspector

The issuance of this occupancy permit shall not be construed to be a permit for, or an approval of, any violation of the Charter Township of Meridian zoning, building, fire and/or health ordinance.

NOTE: Permit is void unless signed by an authorized agent.

MERIDIAN CHARTER TOWNSHIP
BUILDING DEPARTMENT

CERTIFICATE OF OCCUPANCY

PERMIT NO. 00-0422 DATE 8/29/00

This is to certify that the following building or structure erected on:

Lot No. space SUITE 110

Subdivision

Street No. 2875 EYDE PARKWAY

Occ. Group B Zoning PO

has been inspected and the following occupancy thereof is hereby authorized.

ELEVATOR 8-21-00 LP

EYDE CONSTRUCTION
4660 S HAGADORN
EAST LANSING MI 48823

Electrical: 8/11/00 & 8/24/00
Plumbing: 8/21/00
Mechanical: 8/23/00
FIRE: 8/28/00

This certificate shall be readily available for inspection upon request of the Building Department, Fire Department, Health Department, or any other government agency.

MERIDIAN CHARTER TOWNSHIP

Building Inspector

The issuance of this occupancy permit shall not be construed to be a permit for, or an approval of, any violation of the Charter Township of Meridian zoning, building, fire and/or health ordinance.

NOTE: Permit is void unless signed by an authorized agent.

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR
A SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL

SCHEDULE 7

REQUIRED INFORMATION FOR A SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL

Required Information for a School of Excellence That is a Cyber School. 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 "school of excellence that is a cyber school" 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 schools of excellence that are cyber schools. The University Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a school of excellence that is a cyber school 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 school of excellence that is a cyber school. 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: Amended 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 years**[1] in grades 6-8 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 ≥ 70.0% Meets ≥ 50.0% Approaching ≥ 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 ≥ 6.0% Meets ≥ 3.0% Approaching ≥ 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 ≥ 10.0% Meets ≥ 5.0% Approaching ≥ 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 the norms 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 6-8 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 ≥ 65th Meets ≥ 50th Approaching ≥ 45th Does not meet < 45th	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 ≥ 6.0% Meets ≥ 3.0% Approaching ≥ 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 ≥ 10.0% Meets ≥ 5.0% Approaching ≥ 0.0% Does not meet < 0.0%	5.0%

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Measure 3: Post-Secondary Readiness: Grades 9-11

The 'on-track' towards college readiness rates of all students in grades 9-11 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 grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For EBRW, distribution (which will be in the form of percentages): Exceeds ≥ 70.0% Meets ≥ 60.0% Approaching ≥ 50.0% Does not meet < 50.0% For Math, distribution (which will be in the form of percentages): Exceeds ≥ 50.0% Meets ≥ 40.0% Approaching ≥ 30.0% Does not meet < 30.0%	**PSAT 9** EBRW: 60% Math: 40% **PSAT 10** EBRW: 60% Math: 40% **SAT 11** EBRW: 60% Math: 40%
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 the current grade-level college readiness benchmarks on the PSAT (grades 9 and10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of –x to +x): Exceeds ≥ 6.0% Meets ≥ 3.0% Approaching ≥ 1.0% Does not meet < 1.0%	3.0%
Comparison Measure:	The percentage of students meeting or surpassing the current grade-level college readiness benchmarks on the SAT (grade 11) will surpass the school's Composite Resident District percentage.	Portfolio Distribution (which will be in the form of –x to +x): Exceeds ≥ 10.0% Meets ≥ 5.0% Approaching ≥ 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 and curriculum as identified in Schedule 7c and 7d, respectively**.**

A. Mission, Vision and Values

The mission of Great Lakes Learning Academy ("Academy") is to focus on empowering students to achieve academic success while creating a community of respect and responsibility through an adaptive learning program.

Great Lakes Learning Academy engages students where they are on their academic journey and prepares them to be globally competitive for college and careers.

The values of Great Lakes Learning Academy include safety, collaboration, communication, professionalism, academic success, high expectations, and a student centric approach.

Being true to the mission, vision and values of the Academy, students are poised for strong academic progress and success in careers and life-long learning pursuits be it through college, vocational training, or other continuing academic pursuits.

B. How the Educational Program Is Delivered

The Academy is a full-time, tuition-free virtual public school that serves students in grades 6-12 from across Michigan. With our virtual school, students learn from home under the instruction of state-certified teachers through online lessons and phone calls structured to fit a student's individualized learning needs and schedule. A parent or other adult serves as the "Learning Coach" and plays a role in the education of a student, serving to monitor progress in the home. The program offers a standards-aligned curriculum and unique technology tools to help students succeed, while also encouraging social growth.

The Academy currently offers two pacing options for distinct groups of students through a year-round school program; students in grades 6-12 enrolled in a traditional school program, and students in grades 9-12 enrolled in an alternative school program.

In order to meet the needs of all our students, the Academy provides two different paths for students. Our traditional path, for students in grades 6-12, offers a traditional schooling experience for students focusing on college and career readiness skills. Our second option is our alternative path for students in grades 9-12. With this option, high school students who have experienced significant barriers to success in high school will have an option for a more flexible and focused approach to their schooling. Participation in the alternative path for students in grades 9-12 will be provided by request or assigned as appropriate for students who meet eligibility criteria, including:

- Student age outside typical grade level parameters by one or more years
- Student's age will put the student at risk for completing graduation requirements before they exceed allowable age parameters for enrollment
- Student is off cohort for graduation by more than a semester

- Student has failed 3 or more core classes
- Student was retained in grades 5-8
- Student enrolled late by greater than 45 days into the school year
- Student has dropped out of school for at least 1 semester

It will be at the discretion of Academy administration to enroll a student into the alternative pathway dependent on if this pathway will appropriately meet a student's needs. Enrollment within the alternative pathway can only occur at the conclusion of a semester. The traditional and alternative pathways have very different requirements and expectations which are outlined in the school handbook.

The delivery of the Academy's Educational Program is through a comprehensive, innovative, fully online school model. This model combines the best in online education with real connections among students, families, teachers and the community to promote academic and emotional success for every learner. The Academy's online program supports a whole-school experience for students with academic, behavioral, emotional and career support, including access to nationally facilitated nonacademic and extracurricular clubs, activities, and electives.

The Academy offers the following unique core model elements to meet the needs of students and families through our turn-key school offering:

- **Tuition Free, High-Quality Program:** The Academy provides a tuition-free online program for all students. The Academy contracts with Pearson to provide award-winning curriculum is research-based, aligned to Michigan state standards and national standards, and integrates the best materials, texts and resources available to suit students' unique needs to prepare for a future of success.
- **Nationally Accredited Program:** Pearson's program was one of the first of its kind to be accredited by Cognia® (formerly AdvancED). Cognia offers accreditation and certification, assessment, professional learning, and supports providers in meeting goals and sustains commitments to better learner outcomes.
- **Individualized Learning:** Each student has unique abilities and performs better when receiving individualized attention in a nurturing learning environment. Teachers identify individual students' interests, learning preferences and skills and encourage personal development, giving each student the best opportunity to succeed. An individualized learning approach means that students can accelerate their pace on material they grasp easily and receive extra attention in areas of weakness.
- **Student-Centered Learning**: The Academy's instructional model focuses on student-centered learning and incorporates key facets of guidance and support, and teaching methods to foster student motivation. Teachers are trained to apply three engagement strategies to their instruction to create a motivational online learning environment: make instruction fun and engaging, provide a safe way to respond, and help students succeed.
- **Flexible:** Students develop their own schedule to fit their specific needs, both in how they structure each school day and their overall schedule, provided no state or local regulations are violated. Students attend school regularly, meet their specific attendance and/or instructional hour requirements, correspond with their teachers, and complete lessons and

assessments as expected. During school hours, students participate in phone conferences or LiveLesson sessions. Students can follow a traditional or accelerated path and can likewise take advantage of the two summer school sessions to keep on cohort, to get back on track, or accelerate their studies.

- **Career Readiness Opportunities:** Pearson's program promotes college readiness and can provide opportunities to earn post-secondary credits, and career and technical education programs to ensure students seeking to join a high skilled trade career receive the knowledge and training needed to succeed in today's labor market.
- **Technology-Facilitated Curriculum**: The Academy uses a high-quality, proven-effective curriculum consisting of technology-delivered, but teacher-driven courses. This comprehensive program offers multiple levels of core academic coursework: Advanced Placement® ("AP"), Honors, and Gifted and Talented. In addition, foreign languages, technology and Career Technical electives, and engaging humanities courses are also integrated into the program. Throughout the flexible school day, students access the curriculum via the academy-provided computer, which allows students to work anywhere at any time and to produce learning data to guide instructional decisions.
- **Certified and Dedicated Teachers**: Each student has a staff of dedicated, exceptional and expert Michigan-certified teachers and staff working closely with families to create an individualized learning plan. Teachers are trained to excel in online teaching and learning. Additional professional development opportunities are provided and designed to support teachers and staff with the skills and strategies to better serve students. Teachers are drawn to the Academy by the opportunity to work with students individually and make a difference.
- **Learning Coach and Family Support:** Each student has a Learning Coach (a parent, family member, or trusted adult designated by the parent/guardian) who serves as their student's online school Learning Coach, choosing to be closely involved in their child's daily education and take on an active role in supporting and encouraging their child. The Learning Coach is supported with resources and training to encourage caregivers in the learning process. Typically, a Learning Coach keeps the student motivated, on track, and regularly communicates with the student's teachers.
- **Personalized Performance Learning**: The centerpiece of instruction is the Personalized Learning Plan ("PLP") process, which provides for individualized instruction tailored to the learning needs of each student. The PLP is an extensive process that starts at the beginning of the school year by a Michigan-credentialed teacher in consultation with the student and the student's Learning Coach (usually the parent or guardian). The Education Management System ("EMS") provides teachers with data to inform ongoing progress monitoring and instructional modifications. Teachers use student performance data to create lesson modifications, customize assignments, customize assessments to address students' learning needs, or to provide students with additional practice opportunities.
- **Education Management System:** The EMS is the online learning platform for organizing and supporting the entire educational environment for the Academy. Students can access this collaborative learning experience anywhere they can connect to the Internet. The EMS is a user-friendly suite of web-based software that delivers assignments and

tracks activities (whether conducted online or offline) while monitoring the completion of individual lessons as well as mastery of skills and knowledge, all under the watchful eye of administrators, teachers, and Learning Coaches. The EMS operates within a secure, robust technology infrastructure protecting data from loss and intrusion while maintaining a safe environment. Students, teachers, administrators, and Learning Coaches access the EMS to view curriculum, review grades, schedule lessons, organize, document, and interact, ensuring an unprecedented level of engagement. The EMS is continually updated and improved upon for the success of schools and families. All new releases and updates of the EMS are automatically provided.

- **Personalized Learning Plan with Real-Time Performance Data:** This instructional process creates a unique learning experience for each student. The EMS provides teachers with data to inform ongoing progress monitoring and instructional modifications. Teachers use student performance data to create lesson modifications, customize assignments, customize assessments to address students' learning needs, or to provide students with additional practice opportunities.
- **Computing Resources**: Enrolled families can request a leased computer with preloaded software, necessary to fully access and support the Academy's curriculum. Computers are sent to the home, along with a Computer Setup Guide with instructions, contact information for technical support, and detailed information regarding the equipment.

C. Approaches to Engage Students in Learning

In addition to the design features listed above, one-to-one computing resources and technology-facilitated curriculum, the Academy integrates several key approaches to ensuring student engagement. Specifically:

- **Synchronous Contact/LiveLesson®**: In an online charter school setting, synchronous contact is defined as a live interaction occurring in real time between teachers and students. LiveLesson sessions allow students to meet regularly in an online setting and gives classmates the opportunity to share ideas, compare experiences, and have fun learning together. Students can also meet others with similar interests through online clubs and activities. LiveLesson sessions allow teachers to work synchronously and directly with students using voice-over IP, electronic whiteboard, and shared Internet use. These sessions are also recorded so students can watch on their own schedule. This live support is a direct reflection of formative assessment that indicates to the teacher where additional efforts are needed to help students master the content. Teachers document all synchronous contact with a student within the student's Log in the EMS.
- **Interactive Reviews:** As part of the educational program, interactive reviews are provided for additional practice opportunities. These opportunities are embedded in the curriculum and serve to give students targeted feedback on concepts and skills.
- **Field Trips and Activities:** The Academy may also offer in-person gatherings, activities, and field trips so that students have a chance to interact outside of the online classroom. Students can also meet others with similar interests through online clubs and activities.

D. Curriculum

The Academy provides an innovative, flexible and individualized school experience for its students in grades 6-12. The program builds on recent research and best practice about the most effective ways to serve middle and high school students and many years of experience with online education. The web-based curriculum is powered by a web-based management platform.

The Academy provides students with everything they need to thrive: a proven curriculum; specially trained, highly qualified teachers; a powerful digital education platform; flexible scheduling; essential technology tools; and real connections linking the Academy, family and community with a focus on the post-secondary education. Options for intervention and alternative education students are also available to address credit deficiencies and skill deficiencies maximizing opportunities for students to be successful at the highest levels of rigor.

The Academy's educational approach is centered on curriculum that is stimulating, balanced and fine-tuned to benefit students. Its heart is the core math, science, English and social studies courses. The curriculum also provides access to foreign languages, innovative technology electives, Career Technical Education ("CTE") and engaging arts courses. The curriculum is aligned to the Michigan Merit Curriculum ("MMC"). The Academy offers all courses required for high school graduation in Michigan.

The Academy's Michigan-certified teachers form strong, one-on-one relationships with students and provide personalized instruction. All students meet with a teacher to develop a plan that prepares the student for success on any path they choose: college, the military or a career. The program allows students the ability to vary their pace and work from any location, with parents directly involved in student learning.

Middle School Curriculum

Students in grades 6- 8 are enrolled as middle school students. The program of instruction for students in grades 6-8 has the ability to be individualized, personalized, and delivered in a non-traditional environment to give students the best pathways to success. Michigan-certified teachers create and deliver a personalized middle school curriculum which is tailored to best meet the needs of the students.

An overall description of the curriculum by Pearson Virtual Schools ("PVS") is provided; however, the exact courses offered vary each year (with the anticipation of expanding offerings) and depend on the number of students enrolled, the grade levels of enrolled students, the number of staff hired meeting educational, operational, and financial requirements and priorities. Although students in a full-time cyber school have flexibility in their daily schedules, middle school students take seven to nine courses per semester with a minimum of seven courses. The following lessons are scheduled on a weekly basis for students in grade levels 6-8. In addition to lessons, students have the opportunity to participate in nationally-facilitated nonacademic and extracurricular clubs and activities on a weekly basis.

Grades 6-8:

- Language Arts, 5 lessons per week
- Mathematics, 5 lessons per week

- Social Studies, 3 to 5 lessons per week
- Science, 4 to 5 lessons per week
- Educational Technology, 2 lessons per week
- Physical Education & Health, 1 lesson per week, with activities for daily physical activity
- Optional electives such as Career Exploration

The Academy uses the high-quality proprietary curriculum, integrated textbooks, instructional activities, and other content from a variety of leading publishers as well as technology-based content. The Academy uses a variety of multimedia and interactive practices to reinforce standards for language arts and math at each grade level. The proprietary and highly effective online animated tutorials, which introduce challenging topics and provide interactive practice, are also included along with proprietary interactive online tools and simulations, including a virtual rock and mineral kit, pan balance, geoboard, and interactive math practice activities. LiveLesson sessions, which provide real-time direct instruction with individual and small groups of students using voice-over IP, electronic whiteboard, and shared web surfing, allow teachers and students to interact with one another in real time in a virtual classroom. In addition, LiveLesson sessions may be recorded and saved for students to revisit later if they missed them or want to refresh themselves on the topics covered.

The Academy focuses on developing and nurturing a culture of math acceptance and empowerment. With a focus on student engagement, activities and practice work to create an awareness of and appreciation for math in students' everyday lives; make math more approachable for students, caretakers, and teachers; build pride and confidence in math effort and achievements; and make math connections with college and career planning.

Students in grades 6-8 can also use creative tools which provide fun and interactive ways for students and teachers to tell digital stories. The platform allows teachers to teach a concept using digital storytelling and create engaging movies through the use of music, voice narration, and a library of images all available within the program. Digital storytelling supports communication, creative thinking, reading, writing and comprehension.

Educational Development Plan ("EDP")
Beginning in grade 6, students will work with homeroom teachers to develop an EDP with the support of the counseling staff. Students will review and continue development of the EDP throughout their enrollment at the Academy.

High School Curriculum
The Academy provides a balanced, challenging high school experience focused on students pursuing paths that lead to success, whether via college or an immediate career choice. A student's personalized path is monitored along the way by the student, caretakers, teachers, and the school counselor. The Academy provides a comprehensive program with three levels of academic coursework aligned to the MMC: Standard, Honors, and AP. While all levels are designed to meet standards and provide students a rigorous curriculum, the three levels enable differentiation based on student needs and college and career goals. Students work with an academic placement advisor or the school counselor to determine appropriate course level placement. Michigan-certified

teachers create and deliver a personalized high school curriculum which is tailored to best meet the needs of the students.

The high school curriculum includes a wide variety of electives and intensive world language instruction in Spanish and French. Courses continue to be added to the catalog as they become available.

The high school model includes both teacher- and student-directed instruction, with feedback and support through asynchronous and synchronous e-learning tools. The high school curriculum integrates digital versions of textbooks from major publishers with enhanced multimedia, interactive materials and resources, discussions, and communication/conferencing tools. In addition, students have offline assignments, projects, novels and practice work.

High school courses include extensive use of tutorials to engage students with the concepts and ideas they need to complete the lessons. Courses incorporate graded asynchronous online discussions which are required for all students. They create opportunities for collaboration and interaction among students, increase problem solving skills, and provide opportunities for a "real-world" audience. The high school model also includes a host of services and procedures to address credits, transcripts, and counseling. It is important for students to start early planning for graduation and post-secondary education or employment. Without early planning, students run the risk of missing crucial courses and negatively impacting their plans or aspirations.

An Honors/ AP program is available for high school students. Students in grades 11 and 12 also have access to Post Secondary Enrollment Options ("PSEO"). By enrolling in these demanding courses, students demonstrate their commitment to college-prep- level education, which may give them a competitive advantage during the college application process.

E. Adaptation and Modification to Meet the Needs of All Learners

The Academy's curriculum is flexible and organized in such a manner to meet the needs of all learners, whether that is students with disabilities, students who are below grade level, EL students, or gifted and talented students. Honors courses are available at the middle and high school levels, gifted and talented courses are available to the middle grades and AP courses are reserved for the high school grades.

Students Who Qualify for Special Education Services

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 applicable Special Education Rules as issued by the Michigan Department of Education ("MDE"). If a child with a current IEP enrolls in the Academy, the Academy will utilize a 30-day placement agreement to provide time to determine whether the existing IEP or a new IEP suits the students' needs best. IEPs will be developed, revised and implemented in accordance with the applicable provisions of the Individuals with Disabilities Education Act ("IDEA"), as may be amended from time to time, and applicable state law and regulations. Similarly, Section 504 Plans will be developed, revised and implemented in

accordance with Section 504 of the Rehabilitation Act ("Section 504"), and corresponding regulations, as may be amended from time to time.

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 ("FAPE") 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 applicable 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 IDEA and reviewed on an annual basis or more frequently as determined by the IEP team.

The Academy is dedicated to supporting special populations students, including special education, 504/IEP, English Learners ("ELs"), gifted and talented, and honors program students. The Academy will ensure compliance is maintained with the Individuals with Disabilities Education Act (IDEA), Section 504, and the Family Education Rights and Privacy ("FERPA"), and the Americans with Disabilities Act ("ADA"). The Academy provides a free and appropriate public education to children with disabilities, as identified under such Acts and policies. These supports include, but are not limited to, identifying, evaluating children with disabilities, and planning individualized education programs that meet each student's unique needs, in accordance with state and federal requirements. The Academy works with special education leaders, intervention specialists, and general education curriculum teachers to ensure that every student receives accommodations, modifications, and all needed services to access and progress in the general education curriculum in the Least Restrictive Environment ("LRE") according to each student's IEP.

The Academy meets compliance with an open enrollment policy to ensure that any eligible student in Michigan can attend the school. Support services for students with disabilities (according to students' needs) include, but are not limited to:

- Direct special education intervention support for a student, as outlined within their IEP, which may be provided via small group or individual LiveLesson online classes, and/or one-on-one sessions over the telephone or as otherwise appropriate based upon each student's needs as determined by the IEP team.
- Direct related service support (e.g., speech-language, occupational or physical therapy, etc.) provided online, face-to-face, home-based, at community sites, or therapist offices.
- Ongoing progress monitoring includes frequent and thorough review of student performance, attendance and participation data as reported to the student, parent and teacher through their respective home pages.

- Regular progress reporting to parents at least as frequently as general education progress reporting.
- Ongoing support and guidance from special education staff to the general education teachers to provide appropriate accommodations and modifications, as per a student's IEP, to the general education curriculum.
- Careful logging in EMS of every conversation, contact (by phone, email message, LiveLesson session, or other means) and consultation with the student and/or parent as well as general education teachers.
- Specific tracking and reporting for providers of direct/related services, with scrutiny by the special education staff of any missed appointments or incomplete services.
- Conducting triennial evaluations, or every two years for students with Intellectual Disabilities, or more frequently as appropriate. Conducting IEP team meetings, including the parents, for all new students to adopt or amend the IEP, or conduct an Annual Review. Prior Written Notice detailing the decisions of the IEP team are provided to parents along with Parental Rights at least once annually and at appropriate instances when IEP revisions are made. The Academy will ensure it is compliant with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C.A.§§ 1400 et. seq. and implementing regulations, including Section 300.209 of Title 34 of the Code of Federal Regulations, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 ("Section 504") and the Americans with Disabilities Act.

The Academy ensures the delivery of special education and related services. The school's Manager of Special Education will review the student's documentation (IEP and Evaluation Report), if available during the enrollment process, and recommend course placement in collaboration with the School Counselor.

After enrollment, Academy staff and administrators convene an IEP team meeting, which will include the student's parent(s) or guardian(s) and other appropriate IEP team participants, to adopt or amend the student's IEP as necessary. Academy staff will provide special education and related services in conformity with the IEP, either by adopting the existing IEP or by developing a new IEP for the student in accordance with the requirements of IDEA. Qualified special education staff with appropriate licenses and training work closely with general education teachers, paraprofessionals, and related service providers to ensure that every student receives accommodations, modifications, and all needed services to access and progress in the general education curriculum in the LRE according to their IEPs or to be provided research-based interventional curriculum if the student's IDEA disability(s) require the same.

Students Below Grade Level

Intervention Indicators are displayed in the EMS on the Teacher Homepage, to facilitate a teacher's identification of students who may need additional instruction or intervention in math, reading, or both.

These indicators are data-driven codes and are the first step of multi-tiered instruction. The indicators facilitate teachers' abilities to ensure that all students learn at high levels of achievement. Intervention indicator codes are used to identify students who may be at-risk of failure, assist

teachers in determining and implementing appropriate instructional interventions, and monitor the effectiveness of interventions.

In addition, at both the section and individual student levels, Student Performance Reports can be generated to identify the student score and the performance against each item. For some courses, objective level performance data is also provided. Teachers can use this data to determine which students need more help with a particular concept. They may then participate in individual or small group tutoring online with these students targeting specific skills.

Data can also be used to identify students who have mastered or have not mastered specific objectives. Teachers can run this report as frequently as needed to determine how students are progressing regarding each of the skills and standards for that subject and grade.

Students who are working below grade level based on performance on mandated assessments also benefit from intervention programs that focus on building proficiency in reading and math skills. Parents will be notified throughout the school year if their students qualify for these programs and their cooperation is secured for a series of intensive LiveLesson sessions with the student and his/her teacher focusing on areas needing improvement. The student will continue in the general education curriculum while receiving intervention as the LiveLesson sessions allow for focused remediation on topics likely to be problematic on the next mandated assessment.

The school counseling team has an established system for early identification of students who are behind in earning high school credits, or those who are off track for graduation. Once students are identified, School Counselors work with these students to create a graduation recovery plan to identify strategies to successfully earn credits and get back on track to graduate with his/her cohort. School Counselors work with students and families individually to identify and develop an effective plan to meet the needs of each student.

The Academy utilizes a multi-tiered system of support including the Response to Intervention ("RTI") Framework, which ensures individual students receive the academic and behavioral support they need. Students who need support beyond the core curriculum with differentiation (Tier I) receive targeted intervention via the supplemental instructional programs in Tier II, and Tier III. Students' responses to interventions are monitored, and adjustments to the type and intensity of support are made as needed. This RTI process is facilitated by data from the EMS to help identify students' instructional needs that may require intervention. The process of identifying student intervention needs, assigning interventions, tracking their success, and communicating with parents, is ongoing. All efforts are made to meet each student's needs within the general education program.

English Learners ("EL")

Once identified as an EL, a student receives support based on English proficiency via LiveLesson sessions by a certified EL teacher. Instruction is aligned to scientific research for English acquisition in reading, writing, listening and speaking.

The Academy follows state procedures and uses required criteria and procedures to identify ELs. Incoming families complete the State Board of Education Approved Home Language Survey ("HLS").

The Academy utilizes reporting tools that enable the EL team to determine which students may potentially be identified as an English Learner, and to develop a plan on how to screen potential EL students, as well as assist with developing a plan to hold meetings and create a service delivery plan as required by the state of Michigan.

The Academy supports best practices for delivering instruction that is aligned to standards grounded on scientific research for English acquisition in reading, writing, listening and speaking. The EL Lead Teacher works with content teachers, Learning Coaches and students to ensure material is adapted and accessible for all EL students. The EL Lead Teacher also supports maintaining student files; effectively consults with Learning Coaches; utilizes best practices when providing direct instruction to EL students via LiveLesson sessions and telephone calls; issues reminders to conduct progress monitoring throughout the school year; and provides assistance with creating and implementing targeted interventions based on the data from progress monitoring, strategies for monitoring exited EL students for academic progress using state-specific criteria, and information on state and federal law pertaining to EL students.

The Academy crafted a plan to ensure all EL students participate in the state's annual language proficiency assessment, WIDA ACCESS for ELLs®, or WIDA Alternate ACCESS for ELLs for those who have significant cognitive disabilities. The EL team developed a plan to coordinate in-person testing of EL students at various locations across the state within the established timeframe for Michigan as required by law.

Staff provides parent notifications both in English and in the parent's preferred language, upon request, to the extent feasible. The Academy continues to notify parents/guardians of the assessment results annually and continued participation in or exit from the EL program.

Gifted and Talented Students

Students that require accelerated and enriched learning opportunities are a diverse subsection of the general student body and thereby require additional educational opportunities for the fulfillment of their exceptional potentials. The Academy supports a comprehensive education program that recognizes students who require accelerated and enriched learning and their unique needs. The program will challenge the student, provide expanded learning opportunities, and support the student's affective needs.

Utilizing a multiple criteria approach, students are identified through both quantitative and qualitative measures of performance and follow the rules and regulations outlined by the Michigan Department of Education.

All teachers who work with the student requiring acceleration and enrichment are notified of the student's educational needs and goals and are provided guidance in reaching those goals. Students identified as requiring accelerated and enrichment learning opportunities are enrolled in curriculum that is attuned to the specific needs of the child. In grades 6-8, students have the opportunity to enroll in Gifted and Talented which allows students greater opportunities to interact with the teacher and other students, explore grade-level content, participate in extension projects, investigations, and activities that integrate skills and promote higher-level thinking, and to participate in individualized activities. Students are also able to choose from a wide variety of electives and club activities to supplement learning in core subjects.

Identified high school students requiring accelerated and enrichment learning opportunities also have access to rigorous college preparatory curriculum and can choose from Honors courses and 10 AP courses. Honors courses offer advanced students opportunities to participate in extension projects, investigations, and activities that require integrated skills application and higher-level thinking. Furthermore, AP courses allow students to engage in college-level investigation of subjects with the opportunity to earn college credit by achieving high scores on AP exams.

Along with the provision of advanced courses, the Academy offers a level of flexibility that makes it possible to provide each and every student a course load that is attuned to their particular strengths and interests. During the enrollment and placement process, students seeking enrichment and accelerated placements may be placed in different curriculum levels for different subjects. For example, a sixth grader with a high aptitude in math could be placed in an eighth-grade math course, while continuing to take sixth grade level courses in other subjects. This level of flexibility allows the school to provide an impressive level of personalization for the accelerated student.

F. Assessments

The Academy uses assessments to personalize a path to success for each student and monitor student progress.

Assessment efforts begin with a thorough placement process and progress assessment, offered online and offline. The placement process assists in customizing the student's academic program and formulating the PLP. Student progress on the curriculum is continually monitored and measured with ongoing assessments.

The Academy administers all applicable state assessments to gauge students' annual growth and help drive progress toward college and career readiness. The state assessments are administered in the spring by certificated Academy personnel at a secure location(s) that has been pre-approved by the MDE and The Governor John Engler Center for Charter Schools. The Academy works closely with officials from public schools and other public entities to arrange testing facilities and also make separate arrangements whenever needed. The Academy assigns a project manager who coordinates secure locations and logistics and ensures that students participate in all required assessments.

In addition, the Academy shall use the following assessments to measure pupil progress:

- **Curriculum-Based Assessments:** Teachers conduct curriculum-based assessments ("CBAs"), via telephone conversation or through one-on-one LiveLesson sessions, as a quick and effective way to gather information on students' understanding of concepts. CBAs are used to pinpoint strengths and weaknesses in student mastery of concepts and to validate a student's understanding of concepts against the collected formative data within the EMS. CBAs also assist teachers in verifying that students are doing their own work.
- **Summative Assessments:** Units of online instruction culminate with a summative unit test. Teachers review these results and make decisions to inform instruction and identify additional supports that may be needed to improve learning outcomes for each student.
- **Benchmark Assessments**: The Academy uses Northwest Evaluation Association™ ("NWEA™") Measures of Academic Progress ("MAP®") Growth™ formative benchmark

assessments to measure student proficiency in reading and math and to obtain a scaled score that can be used to measure academic growth. The NWEA MAP Growth assessment is computer adaptive, measures student performance, and tracks student growth over time. MAP Growth provides in-depth reporting and aggregates data by class and school/district. Individual reporting tracks student growth and identifies students' areas of strength and weakness. MAP Growth also identifies students who demonstrate poor growth. The computer- adaptive assessments identify areas of strength and need in the student's learning profile and measure student growth during the school year to help formulate learning goals and monitor student progress.

- **State Testing:** The Academy ensures students participate in required state testing, including state assessments.

Public schools are required by state and federal law to administer state standardized tests to students in specific grades or courses. All students enrolled in the Academy are required to participate in the state standardized testing program. Currently, this includes the Michigan Student Test of Educational Progress ("M-STEP") for grades 6-8, PSAT™ in grades 8-10, and M-STEP, SAT® and ACT WorkKeys® in grade 11.

The Academy works closely with Caretakers, Learning Coaches, and students as they prepare for required testing. If a student is not able to participate in testing, the Caretaker will be required to document the reason(s) for nonparticipation, and the student may be required by the school to take a make-up test.

Graduation Requirements

The Academy requires students to at least meet the MMC minimum requirement of credits to graduate. The state of Michigan requires a minimum of 18 credits to graduate from high school, under what is known as the Michigan Merit Curriculum. These credits include English language arts, math, science, social studies, physical education, arts, and foreign languages, or allowed alternatives as approved by the Michigan Department of Education.

Below is an example of how students may achieve the requirements needed for graduation.

Area	Subject	Required Credits
Mathematics	Algebra 1	1
Mathematics	Algebra 2	1
Mathematics	Geometry	1
Mathematics	One math course of choice	1
English Language Arts	English Language Arts 9	1
English Language Arts	English Language Arts 10	1
English Language Arts	English Language Arts 11	1
English Language Arts	English Language Arts 12	1

Area	Subject	Required Credits
Science	Biology	1
Science	Physics or Chemistry or allowed alternative	1
Science	One additional science credit	1
Social Studies	Government	0.5
Social Studies	Economics	0.5
Social Studies	US History and Geography	1
Social Studies	World History and Geography	1
Physical Education	Physical Education	.5
Health	Health	.5
World Language	Any approved, 2 years of same language	2
Visual, Performing, and Applied Arts	Any approved	1
Online Learning Experience	Included throughout	

G. Evaluating Educational Program Effectiveness

The Academy is committed to continual improvement and accordingly, its systems and techniques are routinely updated to incorporate best practices and lessons learned. The Academy continually improves its offerings to ensure the needs of students and families are being met.

The EMS is continually updated and improved upon for the success of schools and families. All new releases and updates of the EMS are automatically provided. The curriculum is aligned to MAS and adheres to the National Standards for Quality Online Courses (3rd edition, 2019).

Pearson's curriculum, used by the Academy, is updated regularly, based on a rigorous analysis of student performance on state standards as measured by state testing results and internal assessments. As the MMC is modified or changed in the future, the Academy will continue to modify or update the curriculum to meet them.

All courses are developed to ensure complete alignment to the MMC. The Academy does this by analyzing the standards to create an objective taxonomy for developing learning objectives. Objective taxonomy allows us to identify where objectives align with each other, support and build on each other, and are distinct from each other. The Academy then build standards aligned courses for Michigan with the learning objectives needed to ensure students' understanding and mastery of MDE's Academic Standards.

The curriculum is continuously assessed against multiple measures of effectiveness, with the resulting data used for improvement. Evaluation metrics include the following:

- Student Performance Results
  - Course Assessments – including performance assessments, portfolio activities, quizzes and tests
  - NWEA MAP pre- and post-tests
  - Standardized State Tests
- Parent/Student/Teacher Satisfaction Ratings
  - A comprehensive third-party survey is administered annually to gather detailed ratings from students, parents and teachers about the overall program; results are factored into bonus compensation for Academy and corporate staff.
- Course/Lesson Performance
- Assessment Analysis Reports
- Total Assessments
- Assessment Items
- Course Review
- Standards Alignment
- Graduation Requirements
- State and Authorizer Requirements

Based on this evaluation of effectiveness, the curriculum is updated on an ongoing, cyclical timeline that provides continuous improvements. Daily maintenance occurs throughout the six-year cycle, based on feedback from teachers, students and parents. Smaller but important revisions are made annually, based on Academy customer feedback, state standards and state assessments. Major revisions take place every three years and a complete re-write takes place every six years.

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 Connections Academy® web-based curriculum and courses offered through Michigan Virtual.

The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Connexus® https://www.connexus.com/login.aspx

Middle School (6-8)

The following subjects/courses are offered at the Academy.

Course	6	7	8
English Language Arts (A&B)	X	X	X
Gifted and Talented Language Arts (A&B)	X	X	X
Mathematics (A&B)	X	X	X
Science (A&B)	X	X	X
Social Studies (A&B)	X	X	X
Health and Physical Education	X	X	X
Educational Technology and Online Learning	X	X	X
Middle School Coding (A&B)	X	X	X
Art (A&B)	X	X	X
Middle School Digital Art and Design	X	X	X
Middle School Spanish I & II (A&B)	X	X	X
Exploring Music I, II, & III	X	X	X
Middle School Career Exploration I	X	X	X
Freshman Success *(for 0.5 high school credit)*			X

Secondary

The following subjects/courses are offered at the Academy*.

Course Name	Grade**
English *(minimum 4 credits)*	
English 9 (A&B) (Regular, CR)	9
English 10 (A&B) (Regular, CR)	10
English 11 (A&B) (Regular, CR)	11
English 12 (A&B) (Regular, CR)	12
AP English Language & Composition (A&B)	Any
Mathematics *(minimum 4 credits)*	
Pre-Algebra (A&B) (Regular, CR)	Any
Algebra I (A&B) (Regular, CR)	9
Geometry (A&B) (Regular, CR)	10
Algebra II (A&B) (Regular, CR)	11
Pre-Calculus (A&B)	11-12
Calculus (A&B)	11-12
College Mathematics Preparation (A&B)	11-12
AP Calculus AB (A&B)	12
Consumer Math (A&B)	Any
Applied Math	Any
Algebra I Foundations	Any
Algebra II Foundations	Any
Geometry Foundations	Any
Algebra I Parts 1 & 2 (A&B)	Any
Algebra II Parts 1 & 2 (A&B)	Any
Science *(minimum 3 credits)*	
Biology (A&B) (Regular, CR)	9-10
Chemistry (A&B) (Regular, CR)	11-12
Physical Science (A&B) (Regular, CR)	Any
Physics (A&B)	11-12
Earth Science (A&B) (Regular, CR)	Any
Environmental Science (A&B)	Any

Course Name	Grade**
Physical Education & Health *(minimum credits .5 PE and .5 Health)*	
Health	Any
Personal Fitness	Any
Physical Education	Any
World Language *(minimum 1-2 credits)*	
French I (A&B)	Any
French II (A&B)	Any
Spanish I (A&B)	Any
Spanish II (A&B)	Any
Spanish III (A&B)	11-12
Visual, Performing & Applied Arts *(minimum 1-2 credits)*	
Art History: Modern	Any
Art History: Origins	Any
Graphic Design	Any
Introduction to Drawing	Any
Music Appreciation	Any
Game Design	Any
Web Design	Any
Digital Photography	
Electives	
Criminology and Forensics	Any
Criminology and Justice	Any
Psychology	Any
Character Education	Any
Career Planning	Any
Introduction to Computer Applications	Any

Anatomy & Physiology (A&B)	Any
AP Biology (A&B)	11-12
Social Studies *(minimum 3)*	
US History (A&B) (Regular, CR)	9
World History (A&B) (Regular, CR)	10
American Government (Regular, CR)	11-12
Economics (Regular, CR)	11-12
Personal Finance	Any
AP United States History (A&B)	10-12
AP United States Government & Politics	11-12

Information Technology: Applications	Any
Information Technology: Systems	Any
Business Law	Any
Entrepreneurship	Any
Introduction to Business	Any
Sports Management	Any
Freshman Success	9
Journalism	Any
Speech	Any
Introduction to Computer Applications	Any

* The Academy updates course offerings each school year based on the needs and interests of students as well as teacher certification. As a result, some courses are rotated and are not offered each year. All core subjects are taught every year and high school students are required to meet the requirements of the Michigan Merit Curriculum.

**Typical course sequences indicate when a course is recommended to be taken at a specific grade level. For courses not necessarily recommended for a specific grade level, "any" is used for the grade indication. Course selections are subject to counselor review as placement is based on student performance, progress towards graduation and post-secondary plans.

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 and Article XIII, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer sixth through twelfth grade. The maximum enrollment shall be 1,300 students. The Academy Board will annually adopt maximum enrollment figures, which shall not exceed the maximum enrollment established by this Schedule, prior to its application and enrollment period. In addition, at no time shall the Academy's maximum enrollment exceed the maximum allowable enrollment established by the Code.

Requirements

Section 556 of the Code provides that schools of excellence that are cyber schools 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 school of excellence that is a cyber school 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 school of excellence that is a cyber school 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 there are more applications to enroll in the Academy than there are spaces available, pupils shall be selected to attend using a random selection process.
- The Academy must offer each pupil's family a computer and subsidize the cost of internet access.
- The Academy may not enroll any new pupils in a school year that begins after the Michigan Department of Education determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year that exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.

- The Academy Board shall ensure that every pupil that enrolls, along with his or her parent of legal guardian, are provided with a parent-student orientation. If the pupil is at least 18 or is an emancipated minor, the orientation may be provided to just the pupil.

The Academy may give enrollment priority to one (1) or more categories of students as provided by the Code.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy shall make the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admission:
    - Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the state-wide boundaries in which the school of excellence is located.
    - Inclusion in all pupil recruitment materials of a statement that appropriate special education services and English as a second language services will be made available to pupils attending the school as required by law.
- The Academy's open enrollment period shall be for a duration of at least 2 weeks and that the enrollment times include some 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 newspaper of general statewide 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.

Conditional Enrollment Status

Not later than July 1 of each year, the Michigan Department of Education ("Department") shall determine the percentage of the combined total statewide final audited membership for all pupils in membership in public schools that are pupils in membership in schools of excellence that are cyber schools for the state fiscal year that includes that July 1. If the department determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year (the "Condition Precedent"), then the Academy may not enroll any new pupils in the school of excellence that is a cyber school in a school year that begins after that determination is made. The Academy shall notify all potential pupil enrollees that the Academy is prohibited from continuing the application and enrollment process for any pupils in the Academy for the school year that begins after the determination is made. If the Department determines that the Condition Precedent is satisfied, then the pupil's enrollment status shall proceed as stated above.

All application and enrollment materials distributed by, or on behalf of, the Academy shall include language that notifies all potential enrollees that their enrollment in the Academy cannot be confirmed until after the Condition Precedent is satisfied.

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 sixth through twelfth grade. The Academy may add grades with the prior written approval of the authorizing body.

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 school of excellence that is a cyber school 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 school of excellence that is a cyber school 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.