



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

OAKLAND FLEXTech HIGH SCHOOL
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

JULY 1, 2023

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REAUTHORIZING RESOLUTION

REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY

Oakland FlexTech High School

Recitals:

1. At its April 19, 2018, meeting this board authorized the issuance of a contract to charter as a public school academy to Oakland FlexTech High School. 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 Oakland FlexTech High School.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Oakland FlexTech High School. The term of the contract is recommended for a term not to exceed five (5) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a public school academy to Oakland FlexTech High School for a term not to exceed five (5) years and authorizes the chair of the board to execute a contract to charter as a public school academy and related documents between Oakland FlexTech High School 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 Oakland FlexTech High School is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: 12/8/22

Signature: Mary Jane Flanagan



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.

CMU BDT APPROVED

Date: 2/15/18

Signature: M. J. Mangano

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

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

Method of Selection and Appointment

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

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

Date: 2/15/18

Signature: MJ Henegar

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.

CMU BDT APPROVED

Date: 2/15/18

Signature: m J. Flanagan

Oath of Public Office

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

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

Amended by Board of Trustees: 18-0215

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

CMU BDT APPROVED

Date: 2/15/18

Signature: my Haneja

TERMS AND CONDITIONS OF CONTRACT

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2023

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

**CONFIRMING THE STATUS OF
OAKLAND FLEXTECH HIGH SCHOOL**

AS A

PUBLIC SCHOOL ACADEMY

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

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

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

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

WHEREAS, the Central Michigan University Board of Trustees has considered and has approved the issuance of a contract to Oakland FlexTech High School;

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 Oakland FlexTech High School'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 Oakland FlexTech High School 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 December 8, 2022, 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 Public School Academy, and Schedule 8: Information Available to the Public and the Center.
- (s) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) "State School Aid Fund" means the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963, as amended.
- (u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (v) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (w) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2023, Issued by the Central Michigan University Board of Trustees Confirming the Status of Oakland FlexTech High School as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "the Center" means the office designated by the Central Michigan University Board of Trustees as the initial point of contact for public school academy applicants and public school academies authorized by the Central Michigan University Board of Trustees. The Center is also responsible for administering the Central Michigan University Board of Trustees' responsibilities with respect to the Contract.
- (y) "The Governor John Engler Center for Charter Schools Director" or "the Center Director" means the person designated at Central Michigan University to administer the operations of the Center.
- (z) "University" means Central Michigan University, established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.551 et seq.
- (aa) "University Board" means the Central Michigan University Board of Trustees.
- (bb) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the University President.
- (cc) "University President" means the President of Central Michigan University or his or her designee. In section 1.1(bb) above, "University President" means the President of Central Michigan University.

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

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

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

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

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

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection, Appointment, and Removal Resolution shall control over any other conflicting language in the Contract; (ii) the 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 6A 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 Oakland FlexTech High School 23801 Industrial Park Dr. Farmington Hills, MI 48335

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of five (5) academic years and shall terminate on June 30, 2028, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.22. Confidential Address Restrictions.

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

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

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____
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.


OAKLAND FLEXTECH HIGH SCHOOL

By: Lee E. Meadows
Board President

Date: 6-2-2023

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: 05/23/2023

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.

OAKLAND FLEXTech HIGH SCHOOL

By: _____
Board President

Date: _____

CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

RESTATED ARTICLES OF INCORPORATION

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

Date Received

AC1

(FOR BUREAU USE ONLY)

AUG 20 2020

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

TranInfo: 1 24321165-1 08/19/20
Chk#: 1182 Amt: \$10.00
ID: 71239R

FILED

AUG 27 2020

EFFECTIVE DATE:

Name

FlexTech High School - Novi

Address

7707 Conference Center Drive

City

State

ZIP Code

Brighton

MI

48114

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

ADMINISTRATOR
CORPORATIONS DIVISION

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

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

1. The present name of the corporation is:

FlexTech High School - Novi

2. The identification number assigned by the Bureau is:

71239R

800 935 927

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is - Oakland FlexTech High School.

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

LL



COMPLETE ONLY ONE OF THE FOLLOWING:

4. Profit or Nonprofit Corporations: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. Profit Corporation Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation proposed by the board was duly adopted on the _____ day of _____, _____, by the: (check one of the following)

- shareholders at a meeting in accordance with Section 611(3) of the Act.
- written consent of the shareholders that have at least the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders that have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the shareholders entitled to vote in accordance with Section 407(2) of the Act.
- board of a profit corporation pursuant to Section 611(2) of the Act.

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____, _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

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

The foregoing amendment to the Articles of Incorporation was duly adopted on the August day of 6, 2020 by the (check one of the following)

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

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

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

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

Nonprofit Corporations

Signed this 12th day of August, 2020

By Lee E Meadows
(Signature of an officer)

Dr. Lee Meadows
(Type or Print Name)

Board President
(Type or Print Title)

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 public school academy in the State of Michigan pursuant to the Code.

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 public school academies.
- 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 Andrew Kneifel.

The address of its registered office in Michigan is: 24245 Karim Blvd., Novi, MI 48375.

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 public school academy between the corporation and Central Michigan University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE 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 7 day of Sept, 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 7 day of September, 2017.

By: 
Mr. Andrew Kneifel, President

CONTRACT SCHEDULE 2

AMENDED BYLAWS

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AMENDED BYLAWS
OF
OAKLAND FLEXTech HIGH SCHOOL

ARTICLE I
NAME

This organization shall be called Oakland FlexTech High School (the "Academy" or the "corporation").

ARTICLE II
FORM OF ACADEMY

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

ARTICLE III
OFFICES

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

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

ARTICLE IV
BOARD OF DIRECTORS

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

<u># of Academy Board Positions</u>	<u># Required for Quorum</u>
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 1. Number. The officers of the Academy Board shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

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

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

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

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

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

Section 7. Secretary. The Secretary of the Academy Board shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these 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 2nd day of June, 2023.



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 Oakland FlexTech High School ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

ARTICLE II
FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III
STATE DUTIES

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

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

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

ARTICLE IV **ACADEMY DUTIES**

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

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

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

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

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

ARTICLE V **RECORDS AND REPORTS**

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

ACKNOWLEDGMENT OF RECEIPT

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

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 Oakland FlexTech High School ("Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

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

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

- a. Monitor and evaluate if the Academy Board is properly governing the Academy and following the 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.

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Administrator and Teacher Evaluation Systems	5-1
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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 CS PARTNERS, INC., a Michigan corporation ("CS Partners"), CSP MANAGEMENT INC., a Michigan corporation d/b/a PARTNER SOLUTIONS FOR SCHOOLS ("Partner Solutions for Schools" and together with CS Partners, collectively "CSP") and are outlined in the Educational Service Provider Agreement included in this Schedule.

Position Responsibilities

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

School Administrator(s)

As stated above, all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing

education requirements as described in MCL 380.1246. In addition to the position titles identified in MCL 380.1246, the Michigan Department of Education (“MDE”) will deem an administrator working at a district or school level to be “administering instructional programs” if the person’s position description or day-to-day duties include any or all of the following elements *:

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

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

Instructional Staff

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

Non-Instructional Staff

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

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of July 1, 2023 by and among **CS PARTNERS, INC.**, a Michigan corporation (“CS Partners”), **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a **PARTNER SOLUTIONS FOR SCHOOLS** (“Partner Solutions for Schools” and together with CS Partners, collectively “CSP”), and **OAKLAND FLEXTECH HIGH SCHOOL**, a Michigan public school academy (the “Academy”) formed under Part 6(A) of the Revised School Code (the “Code”), as amended.

As a wholly owned subsidiary of CS Partners, Partner Solutions for Schools is the employer of record for all staff assigned to work at the Academy. CS Partners provides the educational consulting services and oversees the management and operational services of the Academy. Together, CS Partners and Partner Solutions for Schools are jointly responsible for providing the Services under this Agreement.

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

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

THEREFORE, the parties hereby agree as follows:

ARTICLE I Relationship of the Parties and Other Matters

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

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

Section 2. Services; Educational Program. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor, materials, and supervision necessary for the provision of the management and operational services to the Academy contemplated by this Agreement as specifically set forth on the attached Exhibit A (the “Services”).

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

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

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

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

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

Act (“HIPAA”), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. CSP will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP.

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

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

Section 8. School Leader. CSP shall identify and appoint a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the “School Leader”). The School Leader will be an employee of Partner Solutions for Schools, who may be disciplined and/or terminated by CSP in its sole discretion. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with CSP, will select and hold accountable all staff in leadership team positions. The School Leader shall be responsible for supervising and managing the Educational Program and instruction of students. CSP will have the authority, consistent with this paragraph and applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. CSP shall notify the Board prior to the termination of the School Leader.

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

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

Section 10. Criminal Background Checks. Partner Solutions for Schools agrees that it shall not assign any of its employees, agents or other individuals to perform any services under

this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.

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

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

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

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

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

Section 16. Data Security Breach. In the event the Academy experiences a data security breach of personally identifiable information from the Academy's education records not suitable for public release, CSP shall assist the Academy, in accordance with MCL 445.72, to take

appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.

ARTICLE II Term

Section 1. Term. This Agreement shall be effective for the duration of the Academy's current authorizing Contract term of five (5) years with the Authorizer beginning July 1, 2023 ("Effective Date") subject to earlier termination under Article VI, and ending on June 30, 2028. The term of this Agreement shall not exceed the term of the Academy's Contract.

ARTICLE III Obligations of the Academy

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

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

Section 3. Notification Requirement. The Academy agrees to notify CSP in writing if the Academy receives a notification from its Authorizer regarding an intent to revoke the Contract. Further, in the event the Board discusses a possible non-renewal or closure of the Academy, or if the Authorizer suggests such a discussion, CSP will be notified and invited to participate in any such discussion.

ARTICLE IV Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay CS Partners an annual fee (the "Fee") equal to ten percent (10%) of the total Aid received from the State of Michigan, pursuant to the State School Aid Act of 1979, as amended, for the particular number of students enrolled in the Academy ("Student Enrollment"). "Student Enrollment" shall be based on the Academy's final blended student count added to the number of students enrolled in the Academy's Great Start Readiness Program (if applicable). At no time shall the annual fee be less than \$120,000.

The Fee may also include ten percent (10%) of any Additional Revenue (as defined in Exhibit A) provided that CS Partners discloses that the Fee also applies to said Additional Revenue prior to the application of such Fee.

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

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

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

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

If Payroll Costs have not been funded by the Academy by the payroll date, Partner Solutions for Schools may send lay-off notices to Partner Solutions for Schools' employees. At that time, Partner Solutions for Schools will also provide the Academy an invoice for all accrued

Partner Solutions for Schools' staff wages (earned but not yet paid) for employees and staff assigned to the Academy for payment.

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

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

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

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

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

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

If CSP incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then CSP shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties. Any such information will be provided to the Academy's auditors as necessary to verify as part of the audit.

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

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

ARTICLE V

Proprietary Information

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

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

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

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

ARTICLE VI Termination

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

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

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

Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to CSP outstanding as of the date of termination. Failure by CSP to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to CSP under this Agreement or applicable laws, shall not be deemed a waiver of CSP's rights and remedies whatsoever.

Notwithstanding the foregoing, CSP may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that CSP delivers

written notice of intention to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year.

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

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

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

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

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

Section 4. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and CSP shall have no recourse against the Academy or the Authorizer Board for implementing such site closure or reconstitution.

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

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

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

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

Upon termination or expiration of this Agreement, or this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, CSP shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all legally required employee compensation, benefit and tax obligations related to services provided by CSP to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-

owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

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

ARTICLE VII Indemnification and Cooperation

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

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

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

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

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

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

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

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

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

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

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

Section 3. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

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

Section 5. Responsibility of the Parties. Each party will be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents and employees (if any) in connection with the performance of that party's responsibilities under this Agreement.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure under applicable law). The duty to cooperate will be provided in such a manner that it does not adversely affect the other party's ability to defend against a claim.

Section 7. Indemnification of Central Michigan University. The parties acknowledge and agree that Central Michigan University, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, CSP hereby promises to indemnify, defend and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the Academy's application, the University Board's consideration of or issuance of a Contract, CSP preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by CSP, or which arise out of CSP's failure to comply with the Contract or Applicable Law. The parties expressly acknowledge and agree that the University may commence legal action against CSP to enforce its rights as set forth in this section of the Agreement.

ARTICLE VIII

Insurance

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

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

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

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

ARTICLE IX Warranties and Representations

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

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

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

Section 4. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as

might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Livingston County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted pursuant to Michigan Court Rules MCR 2.411 and 2.412 with such variations as the parties and mediators unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses, and charges of the mediator.

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

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

ARTICLE XI Miscellaneous

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

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

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

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

The Academy: Board President
Oakland FlexTech High School
23801 Industrial Park Drive
Farmington Hills, MI 48335

CSP: CS Partners
Partner Solutions for Schools
c/o Chris Matheson
869 S. Old US 23, Suite 500
Brighton, Michigan 48114

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

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

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

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Finance Authority or any other type of financing that is tax-exempt pursuant to the Internal Revenue Code of 1986, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect

the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

Exhibit A
to
SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

2. the Academy and/or CSP with prior Board approval may apply for and receive grant money in the name of the Academy from various funding sources;
3. to the extent permitted under the Code and Contract, and with the approval of the Board, CSP or the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs; and
4. all Additional Revenue shall inure to and be deemed the property of the Academy (however, as provided in Article IV, Section 1 of the Agreement, the Fee may apply against all such Additional Revenue).

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

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

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

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

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

L. CSP through the School Leader shall plan and supervise special education services to students who attend the Academy. CSP or the Academy may contract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs, or if instruction cannot be met within the Academy's program. Such services shall be provided in a manner that complies with applicable laws.

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

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

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

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY CS PARTNERS

O. CSP shall provide the Board with:

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

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

HUMAN RESOURCES SERVICES TO BE PROVIDED BY CSP

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

Q. As set forth in the Agreement, CSP shall identify and appoint a School Leader and if applicable, members of a Leadership Team to administer the Educational Program at the Academy.

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

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

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

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

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

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

The Academy:

OAKLAND FLEXTECH HIGH SCHOOL, a Michigan public school academy

By: Lee E Meadors

Its: Board President

CSP:

CS PARTNERS, INC., a Michigan corporation

By: [Signature]

Its: Designated Officer

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

By: [Signature]

Its: Designated Officer

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

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

Physical Plant Description	6-1
Site Plan	6-3
Floor Plan.....	6-4
Lease Agreement	6-5
Certificates of Use and Occupancy.....	6-49

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

2. The address and a description of the site and physical plant (the "Site") of Oakland FlexTech High School (the "Academy") is as follows:

Address: 23801 Industrial Park Dr.
Farmington Hills, MI 48335

Description: The Academy's Site includes a two-story brick-faced facility. The Academy is occupying only the first floor which is approximately 26,400 square feet. The space includes 10 classrooms, a MakerSpace area, a computer lab, a multi-use room, five restrooms, an information technology room, a teacher's lounge, conference and meeting rooms, several offices, storage areas, a janitor's closet and a lobby.

Configuration of Grade Levels: Ninth through Twelfth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Farmington Public Schools
ISD: Oakland Schools

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

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

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

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its

designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University Board or its designee, and the amendment regarding the new site has been executed.

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

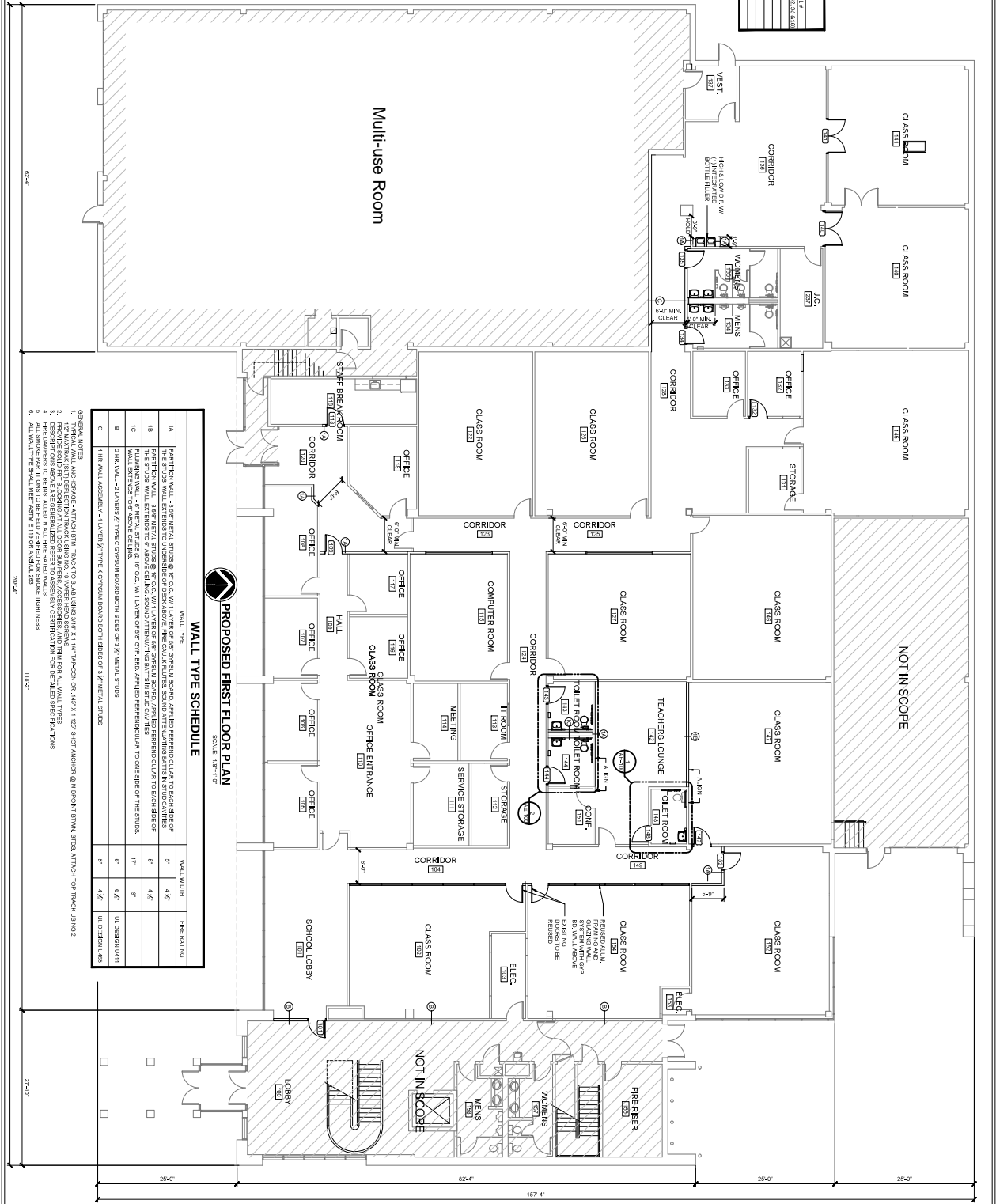
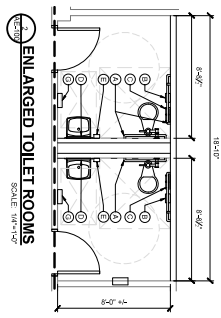
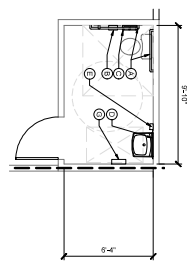
FLOOR PLAN LEGEND

- EXISTING ITEM TO REMAIN
- EXISTING ITEM TO BE REMOVED
- PHOTOGRAPHIC ITEM
- SHOWN PARTITION WALLS
- SHOWN FIRE PARTITION WALLS
- 2" X 4" FIRE PARTITION
- 2" X 6" FIRE PARTITION

CONSTRUCTION OF ROUGH-IN SYSTEM SHALL BE DURING THE CONTRACTOR TO PROVIDE SMOKE TRAP LIGHT BETWEEN SMOKE PARTITION AND SUPERSED CHASE.

TOILET ACCESSORIES SCHEDULE

NO.	DESCRIPTION	QTY	UNIT
1	WALL MOUNTED TOILET	1	EA
2	WALL MOUNTED SINK	1	EA
3	WALL MOUNTED MIRROR	1	EA
4	WALL MOUNTED TOWEL RACK	1	EA
5	WALL MOUNTED SOAP DISPENSER	1	EA
6	WALL MOUNTED HANDBLAZE	1	EA
7	WALL MOUNTED TISSUE DISPENSER	1	EA
8	WALL MOUNTED STAINLESS STEEL SINK	1	EA
9	WALL MOUNTED STAINLESS STEEL TOILET	1	EA
10	WALL MOUNTED STAINLESS STEEL TOWEL RACK	1	EA
11	WALL MOUNTED STAINLESS STEEL SOAP DISPENSER	1	EA
12	WALL MOUNTED STAINLESS STEEL HANDBLAZE	1	EA
13	WALL MOUNTED STAINLESS STEEL TISSUE DISPENSER	1	EA



WALL TYPE SCHEDULE

NO.	DESCRIPTION	WALL TYPE	THICKNESS
1A	PARTITION WALL - 2" X 6" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD AND 1/2" FIBERGLASS INSULATION TO EACH SIDE OF THE STUDS. WALL EXTENDS TO UNDERSIDE OF DECK ABOVE. FIRE CALCULATED RATING SHALL BE DETERMINED BY THE STUDS.	1/2" GYPSUM BOARD	4 1/2"
1B	PARTITION WALL - 2" X 6" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD AND 1/2" FIBERGLASS INSULATION TO EACH SIDE OF THE STUDS. WALL EXTENDS TO TOP OF DECK ABOVE. FIRE CALCULATED RATING SHALL BE DETERMINED BY THE STUDS.	1/2" GYPSUM BOARD	4 1/2"
1C	WALL EXTENDS TO TOP OF DECK ABOVE.	1/2" GYPSUM BOARD	4 1/2"
2	WALL - 2" X 4" LAMBER / TYPE X GYPSUM BOARD BOTH SIDES OR 3/4" METAL STUDS	3/4" METAL STUDS	4 1/2"
3	1" HIR WALL, ASSEMBLY - 1" X 4" LAMBER / TYPE X GYPSUM BOARD BOTH SIDES OR 3/4" METAL STUDS	3/4" METAL STUDS	4 1/2"

- GENERAL NOTES:**
1. TYPICAL WALL ASSEMBLY - 2" X 6" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD AND 1/2" FIBERGLASS INSULATION TO EACH SIDE OF THE STUDS. WALL EXTENDS TO UNDERSIDE OF DECK ABOVE. FIRE CALCULATED RATING SHALL BE DETERMINED BY THE STUDS.
 2. TYPICAL WALL ASSEMBLY - 2" X 6" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD AND 1/2" FIBERGLASS INSULATION TO EACH SIDE OF THE STUDS. WALL EXTENDS TO TOP OF DECK ABOVE. FIRE CALCULATED RATING SHALL BE DETERMINED BY THE STUDS.
 3. TYPICAL WALL ASSEMBLY - 2" X 6" METAL STUDS @ 16" O.C. WITH 1/2" GYPSUM BOARD AND 1/2" FIBERGLASS INSULATION TO EACH SIDE OF THE STUDS. WALL EXTENDS TO TOP OF DECK ABOVE.
 4. ALL WOOD FRAMING TO BE FIELD VENEERED FOR SMOKE TIGHTNESS.
 5. ALL WALLS SHALL BE 1/2" GYPSUM BOARD.

23801 ASSOCIATES LLC, OFFICE LEASE WITH FLEXTech HIGH SCHOOL-NOVI

This Lease ("Lease") is made as of August 30, 2019 between 23801 Associates LLC, a Michigan limited liability company, as Landlord, and FlexTech High School-Novi, a Michigan Public School Academy and a Michigan nonprofit corporation, as Tenant (each of Landlord and Tenant a "Party" and together, "Parties"), and the Parties agree as follows:

(1) DESCRIPTION/BASIC TERMS

- A. **Leased Premises:** Suite 100 on the 1st floor of the building located at 23801 Industrial Park Drive, Farmington Hills, Michigan, 48635 ("Building"), which suite is deemed to comprise 26,400 rentable square feet ("Premises"). The Premises is more particularly described in Exhibit A. The Building, and the land upon which it is located, and all parking areas, and other structures and improvements on such land, which is commonly known as Studio Center Industrial Park, are collectively referred to as the "Property".
- B. **Lease Term:** The term of this Lease ("Term") shall begin September 1, 2019 ("Commencement Date"), and terminate November 30, 2029 ("Expiration Date"). Each Lease year will begin December 1st.
- C. **Base Rent:** The base rent ("Base Rent") during the Term of the Lease is as follows:

Month (s)	SF Rate	Monthly Base Rent
September 1, 2019 - November 30, 2019	\$0.00	Waived***
December 1, 2019 - November 30, 2020	\$8.50	\$18,700.00
December 1, 2020 - November 30, 2021	\$8.67	\$19,074.00
December 1, 2021 - November 30, 2022	\$8.84	\$19,448.00
December 1, 2022 - November 30, 2023	\$9.02	\$19,844.00
December 1, 2023 - November 30, 2024	\$9.20	\$20,240.00
December 1, 2024 - November 30, 2025	\$9.38	\$20,636.00
December 1, 2025 - November 30, 2026	\$9.57	\$21,054.00
December 1, 2026 - November 30, 2027	\$9.76	\$21,472.00
December 1, 2027 - November 30, 2028	\$9.96	\$21,912.00
December 1, 2028 - November 30, 2029	\$10.16	\$22,352.00

*** As noted above, no Monthly Base Rent shall be due for the months of September through November 2019 ("Rent Free Period"). However, in the event the Improvements are not complete by November 30, 2019 (subject only to punch list items which do not interfere with the conduct by Tenant of its business at the Premises), the Rent Free Period will be extended through December 31, 2019. Notwithstanding the foregoing, commencing upon the Commencement Date Tenant shall be obligated to pay for all charges made for utilities as specified in Section 1E below, and shall be required to comply with all of its other financial and other obligations of Tenant hereunder, other than the payment of Base Rent and Tenant's Prorata Share of Operating Expenses and Taxes.

- D. **Additional Rent:** Tenant shall pay to Landlord its prorata share of the operating expenses ("Operating Expenses") and real estate taxes ("Taxes") of the Property during each Lease year. Tenant's prorata share shall be 25.139% ("Prorata Share") calculated upon a total of 105,014 rentable square feet in the Property; the balance of this provision is set forth on Exhibit B.
- E. **Utilities:** Tenant will timely pay all charges and assessments made against the Premises for water, sewer, gas, electricity, telephone, heating, air conditioning, and for the consumption and use of all

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utilities of any nature, as and when due, during the Term and continuance of this Lease all such utilities currently in place are metered or sub-metered for the Premises.

F. Lease Security Deposit: \$18,700.00, payable upon the execution of this Lease.

(2) PAYMENT OF RENT

All Base Rent and Additional Rent (hereinafter defined) shall be paid to Landlord or its authorized agent, without deduction, abatement, set-off, prior notice, billing, or demand, on, or before the first day of each month at:

23801 Associates LLC
P.O. Box 31-0737
Detroit, MI 48231

or at such other place as may be designated by Landlord from time to time (Tenant may contact Landlord to make arrangements for payment to be made by electronic funds transfer).

All charges payable by Tenant other than Base Rent are called Additional Rent, and Base Rent and Additional Rent are collectively referred to as Rent. Any Rent not received by the Landlord within five days of the due date will be subject to a late charge of 5% of the amount of such delinquent payment. Unless this Lease expressly provides otherwise, all Additional Rent shall be paid with the next monthly installment of Base Rent. Tenant acknowledges that such late charges cover Landlord's administrative costs, are reasonable, and are not a penalty or interest, and will be due and payable together with the next monthly installment of Base Rent. In addition to the foregoing late charges, if Tenant shall default in the payment of any Additional Rent, Landlord may (but shall not be obligated to) make such payment, in which event such amount shall be payable as Additional Rent upon demand, together with interest at the rate of 10% per annum from the date of such payment by Landlord until reimbursement by Tenant. Tenant's covenant to pay Rent shall be independent of any other covenant set forth in this Lease other than Landlord's covenant of quiet enjoyment.

(3) USE AND OCCUPANCY

The Premises shall be occupied for the operation of an educational facility, and for all related administrative and office use, and for no other purpose, and Tenant shall not use the Premises for any purpose in violation of any law, ordinance, or regulation, or which will increase the existing rate of insurance for the Building, or cause cancellation of insurance covering the Building, or interfere with the rights of any other tenants of the Property, or interfere with the operations of the Property. Landlord represents to Tenant that as of the Commencement Date the Building, outside of the Premises, will comply with all laws, rules, and regulations of all federal, state and municipal government authorities (collectively "Laws") that apply to the use of the Premises for Tenant's intended use. Tenant shall be responsible to prepare Plans and Specifications, as defined in and more particularly provided in Section 20 of this Lease, for the Improvements, as defined in Section 20 of this Lease, to the Premises so that upon completion of the Improvements in accordance with the Plans and Specifications, the Premises will then comply with all such Laws that regulate any activities conducted by Tenant within the Premises. Following completion of the Improvements in accordance with the Plans and Specifications, Tenant shall be responsible to comply with all such Laws that regulate any activities conducted by Tenant within the Premises. Any alteration to the Premises or Building required by reason of a change or enactment of any such Law after the Commencement Date that is required as a result of Tenant's particular use of the Premises other than general office use shall be made at Tenant's expense. Tenant shall also be responsible to comply with the rules and regulations attached on Exhibit C.

(4) INSURANCE

Landlord shall maintain a so-called "special perils" policy of property insurance covering the Building, and commercial general liability insurance for the common areas of the Property with coverage in amounts

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customarily carried by landlords on similar properties, and such other commercially reasonable insurance Landlord may elect to maintain.

Tenant shall maintain commercial general liability insurance that includes contractual liability coverage, and coverage for Tenant's operations, and for the operations of any of its subtenants, or occupants, naming Landlord, Landlord's property manager (currently, Comm Group LLC) and, upon request, Landlord's mortgagee, as additional insured's, including coverage for such liability assumed by Tenant under this Lease, and shall include an endorsement that such insurance is primary and not contributory to any similar insurance carried by Landlord, which insurance shall be considered excess insurance only. The limits of this coverage shall be not less than \$2,000,000.00 per occurrence, per location, and general aggregate, provided that these limits of coverage may be increased for commercially reasonable reasons consistent with industry standards upon written notice by Landlord to Tenant; provided, however, such limits shall not materially increase during the initial Term of this Lease.

Tenant shall also maintain business personal property and business interruption insurance insuring all of Tenant's stock and trade, trade fixtures, equipment, leasehold improvements and alterations, furniture, furnishings, computers, digital and other records and files, and all related equipment, software and data, and all personal property of any nature located at the Property, from damage caused by perils contained in a so-called "special perils" loss form. Notwithstanding anything in this Lease to the contrary, all of the aforementioned property shall remain at Tenant's sole risk, and Landlord shall not be liable under any circumstances for any damage to, or loss of such property for any reason.

Tenant shall maintain such worker's compensation as required by law and employer's liability insurance with limits no less than \$1,000,000.00.

Tenant shall maintain contingent liability and builder's risk insurance in amounts satisfactory to Landlord with respect to any alterations or improvements to be made by Tenant.

All insurance required by this Section to be carried by Tenant shall be in such form, and shall provide such coverage and extended coverage, and be written by such underwriters and insurance companies as Landlord (or Landlord's mortgagee) may reasonably require. All insurance policies required by this Section shall be issued by an insurance company having a Best Rating of A - VII or better, require 30 days' written notice to Landlord and to its mortgagee before cancellation or change in coverage, scope, or the amount of the policy, and provide that such insurance company waives all right of recovery by way of subrogation against Landlord and its property manager in connection with any damage covered by such policy. A certificate of insurance of all such insurance coverage required herein, together with the evidence of payment of premium, shall be delivered to Landlord prior to the Commencement Date and thereafter not less than 30 days prior to the expiration of the term of the policy. In the event Tenant retains any contractor or vendor that provides services to Tenant at the Premises, upon request, Tenant shall require such contractor or vendor to provide the above specified commercial general liability and workers' compensation and employer's liability insurance in such amounts reasonably requested by Landlord. If Tenant fails to obtain and maintain all or any of the insurance required by this Section then, upon 10 days' written notice to Tenant, Landlord may, but shall not be required to, procure or renew such insurance, and any amounts paid by Landlord for such insurance will be immediately payable by Tenant to Landlord as Additional Rent.

Landlord and Tenant hereby each release and waive all rights of recovery against each other, their officers, directors, managers, members, shareholders, partners, employees and agents for any property loss arising from any cause covered by insurance required to be carried by Landlord and Tenant pursuant to this Lease, or any other property insurance actually carried by each of them even if the loss is due to the negligence of the other. This waiver includes any deductibles and/or self-insured retentions or self-insured property coverage each chooses to retain up to \$15,000. Each Party shall cause its insurers to waive all rights of recovery by way of subrogation against the other in connection with any damage covered by any such policy. By this provision Landlord and Tenant intend that the risk of loss or damage be borne by the Parties' insurance carriers, and Landlord and Tenant shall look solely to, and seek to recover only from, their respective insurance carriers in the event a loss is sustained which is covered by insurance required to be

carried under this Lease. For this purpose applicable deductible amounts shall be treated as though they were recoverable under such policies.

Tenant shall pay as Additional Rent the increase in premiums for insurance that are charged during the Term of this Lease on the amount of insurance carried by Landlord resulting from the activities of Tenant on the Premises other than educational and general office use, provided Landlord provides Tenant with a statement from its insurance broker or underwriter that evidences the increased premium and the basis thereof. Tenant shall comply, at its own expense, with any requirements pertaining to the Premises requested or imposed by any insurance company as a result of Tenant's particular use of Premises which is necessary for the maintenance of property and liability insurance pertaining to the Building.

To the extent permitted by law, Landlord and Tenant each (in either case, the "Indemnitor") agree to hold harmless and indemnify the other, and the other's agents, partners, shareholders, managers, members, officers, directors, employees and agents (collectively, the "Indemnitees"), from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Indemnitees, including, without limitation, reasonable attorneys' fees and expenses, for death or injury to, or damage to property of, third parties, other than the Indemnitees, that may arise from the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, shareholders, partners or employees. Such third parties shall not be deemed third party beneficiaries of any provisions of this Lease. If any action, suit or proceeding is brought against any of the Indemnitees by reason of the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, shareholders, partners or employees, then Indemnitor will, at Indemnitor's expense and at the option of said Indemnitees, by counsel reasonably approved by said Indemnitees, resist and defend such action, suit or proceeding. In addition, to the extent permitted by law, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Indemnitees from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Landlord or Landlord's Indemnitees, including reasonable attorneys' fees and expenses, for death or injury to, or damage to property of, third parties (other than Landlord's Indemnitees) that may arise from any act or occurrence in the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's Indemnitees.

(5) BUILDING SERVICES/REPAIRS/CARE OF PREMISES

The hours of operation of the heating, ventilation, and air conditioning (HVAC) systems shall be from 7:00 a.m. to 8:00 p.m. on regular business days, Monday through Friday, and from 8:00 a.m. to 5:00 p.m. on Saturday. Overtime HVAC shall be made available to Tenant at other than customary hours upon reasonable advance notice to Landlord at a cost of \$75.00 per hour, with a four hour minimum. Utility services including water sufficient for lavatory, toilet, and ordinary cleaning purposes, electricity, and elevator service, and access to the Building and Premises will be available 24 hours a day, seven days a week. The electricity provided to the Premises shall not be used for purposes other than illumination and the operation of the typical office equipment and equipment used for educational purposes.

Landlord shall be responsible for all necessary maintenance, repairs, and replacements to, and of all, structural elements of the Building, and other base building systems and equipment to the extent same do not exclusively serve the Premises, including the common areas, exterior walls, window frames, roof, and foundation, and Landlord shall not be responsible for Tenant's trade fixtures, tenant improvements, and or any repairs resulting from the act or neglect of Tenant, its agents, employees, contractors, clients, customers, or invitees, which shall be Tenant's responsibility.

Landlord, at its sole cost, will ensure that the HVAC and all Building systems servicing the Premises are in good working order upon the Commencement Date; and prior to the Commencement Date, Landlord will provide Tenant with a then current inspection report of the HVAC system provided by a reputable contractor, confirming that the HVAC system is in good working order. Thereafter, Tenant will keep the HVAC and all utility lines within and exclusively servicing the Premises in good repair, and shall keep the Premises under Tenant's control (including adjoining hallways, if applicable) clean and free from rubbish and debris at all times, and upon the Expiration Date yield and deliver up the same in good condition and

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repair, reasonable use and wear, and damage from casualty that is Landlord's responsibility to restore excepted. Such maintenance obligation of Tenant shall include, without limitation, the windows, doors, all plate glass, lighting, all HVAC, electrical, mechanical and plumbing systems, in good appearance, maintenance, and repair, including any and all replacements thereof. Tenant shall employ a reputable contractor to conduct regular maintenance of the HVAC systems serving the Premises, no less than quarter-annually, and shall maintain a log of such maintenance services to be made available to Landlord upon request. Tenant will engage its employees or a separate janitorial service to perform, and shall pay expenses it incurs in connection with, janitorial services. Tenant shall not be charged for janitorial expenses in any pass through expenses and individuals performing janitorial services shall be provided reasonable access to the Premises and Building. Landlord shall provide a location for Tenant's dumpster and Tenant shall pay for trash removal and shall not be charged for trash removal in any pass through expenses. Tenant shall be responsible to obtain and pay for security services to the extent necessary. Any repairs, additions, or alterations to the Premises or to any of the systems located therein that are required by any law, statute, ordinance, rule, regulation, governmental authority, or insurance carrier will be the obligation of Tenant. For purposes of this Section, the term "Premises" shall be deemed to include all items, fixtures and equipment installed by, or employed for the exclusive benefit of, or at the expense of Tenant, including, without limitation, if applicable, plumbing, HVAC and electrical equipment located within and exclusively serving the Premises, and within the interior surfaces of the ceilings, walls, floors and doors and interior windows (and, if the Premises and all corridors and restroom facilities located in the Premises. Tenant shall not be obligated to replace exchangers, blowers, complete units or make capital replacements to the HVAC units, which replacements shall be Landlord's responsibility.

As used in this Lease, "common areas" means the areas of the Building or Property designated by the Landlord from time to time for the common use of other tenants, and for the public.

(6) ASSIGNMENT AND SUBLETTING

Tenant may not assign, sublet, or in any manner transfer this Lease, or any interest therein, or allow anyone to occupy the Premises (collectively or individually a "Transfer") without the prior written consent of Landlord, which consent may be reasonably withheld. The sale or transfer of any controlling membership or partnership interests, or the sale, or transfer of any controlling shares of stock, or of any other financial or controlling interest of Tenant including, without limitation, the sale, merger, or reorganization of Tenant, or any other event that results in a change in the voting or control of Tenant, shall be deemed to be a Transfer of this Lease within the meaning of this Section. Notwithstanding the foregoing, Tenant may (i) sublet up to a maximum of 25% of the Premises without the consent of Landlord to any entity that controls, is wholly owned and controlled by, or under common control with Tenant (ii) assign this Lease to any entity that controls, is wholly owned and controlled by, or under common control with Tenant; (iii) assign this Lease in connection with the sale of all or substantially all of the Tenant's assets; (iv) transfer shares or membership interests by and among current owners or in connection with estate planning transfers ("Permitted Transfer"), provided that prior to the implementation of such assignment, sublease or transfer, Tenant provides Landlord with the identity of such sublessee, and a copy of the proposed sublease for Landlord's approval, not to be unreasonably withheld. No assignment or sublease shall affect or reduce any of the obligations of Tenant hereunder, and all such obligations shall continue in full effect as obligations of a principal and not as obligations of a guarantor or surety to the same extent as though no assignment or subletting had been made. Notwithstanding any other provision hereof, no sublease or assignment shall impose any additional obligations on Landlord, or otherwise affect any of the rights of Landlord or Tenant and their successors and assigns under this Lease.

Landlord's consent shall not be considered unreasonably withheld if Landlord reasonably determines that (i) the proposed transferee's financial condition is inadequate for the obligations such transferee is assuming in connection with such proposed Transfer; (ii) the transferee's business or reputation is not suitable for the Building or the Building's prestige, or would result in a violation of, or would interfere with, another tenant's rights under its lease at the Building; (iii) the transferee is a governmental agency; (iv) Tenant, or would interfere with, is in default beyond any applicable notice and cure period; (v) any portion of the Property would likely become subject to additional or different laws as a consequence of the proposed Transfer; or (vi) Landlord or its leasing representatives has received a proposal from, or made a proposal to, the proposed

transferee to lease space in the Building within two years prior to Tenant's delivery of written notice of the proposed Transfer to Landlord. Any attempted Transfer in violation of this Section, shall, exercisable in Landlord's sole discretion, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers.

If Tenant requests Landlord's consent to a Transfer, Tenant shall submit to Landlord (i) financial statements for the proposed transferee, (ii) a copy of the proposed assignment or sublease, and (iii) such other information as Landlord may reasonably request. After Landlord's receipt of the required information and documentation, Landlord shall either: (1) consent or reasonably refuse consent to the Transfer in writing; (2) in the event of a proposed assignment of this Lease, terminate this Lease effective the first to occur of 90 days following written notice of such termination, or the date that the proposed Transfer would have come into effect; and (3) in the event of a proposed subletting, terminate this Lease with respect to the portion of the Premises which Tenant proposes to sublease effective the first to occur of 90 days following written notice of such termination, or the date the proposed Transfer would have come into effect. Notwithstanding the foregoing, if Landlord gives notice of termination to Tenant under the preceding subparts (2) and (3), Tenant shall have the right to rescind its proposed assignment or subletting, in which case such termination will not take effect. Tenant shall reimburse Landlord for its reasonable attorney's fees incurred by Landlord in connection with Landlord's review of such proposed Transfer or Permitted Transfer, and for the preparation and/or review of any applicable documentation.

Each permitted assignee shall assume, and be deemed to have fully assumed, this Lease and shall be fully liable for the payment of all Rent and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease. No Permitted Transfer or assignment shall be effective unless Tenant shall promptly deliver to Landlord a duplicate original of the instrument of assignment document in form reasonably satisfactory to Landlord, containing a covenant of assumption by the assignee of all of the obligations aforesaid.

(7) CASUALTY

If the Premises or any part shall be damaged by fire, or other casualty, Tenant shall give prompt written notice thereof to Landlord. If the Building shall be so damaged that substantial alteration, or reconstruction of the Building shall, in Landlord's sole opinion, be required, whether or not the Premises shall have been damaged by such casualty, or in the event there is less than one year of the Lease Term remaining, or in the event Landlord's mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or in the event of any material uninsured loss to the Building, or in the event Landlord elects to demolish all or a material portion of the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within 90 days after the date of such casualty. If Landlord does not thus elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building, and the improvements located within the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty. Notwithstanding the foregoing, Landlord's obligation to restore the Building, and the improvements located within the Premises shall not require Landlord to expend for such repair and restoration work more than the amount of its policy deductible amount, and the insurance proceeds actually received by Landlord as a result of the casualty. When the repairs described in the preceding two sentences have been completed by Landlord, Tenant shall complete the restoration of all furniture, fixtures and equipment which are necessary to permit Tenant's re-occupancy of the Premises. In the event Landlord elects to repair the damage or destruction, but such repairs are not substantially complete to a point where Tenant can conduct its business at the Premises, Tenant may terminate this Lease. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Rent shall be abated from the date of the damage or destruction for any portion of the Premises that is unusable by Tenant

In addition to the foregoing, if as a result of the casualty, more than 25% percent of the floor area of the Premises shall be damaged or destroyed, and Tenant will not be able to use the Premises for the operation of its business for 90 days or more following the date of casualty, or the entire Building is shut down for restoration and it appears that such shut-down will continue for more than 90 days from the date of {00005811}

casualty, or any material damage or destruction occurs to the Premises during the last 12 months of the then-current term of this Lease, Landlord or Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of its election to terminate, such notice to be given within 30 days after the casualty.

(8) TENANT ALTERATIONS AND LIENS

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's written consent, which consent may be conditioned upon compliance with Landlord's regulations pertaining to such work, which regulations may include a completion bond in an amount equal to the estimated cost to insure Landlord against any mechanics' or material liens for any project totaling in excess of \$25,000.00. Tenant shall keep the Property free from, and to the extent permitted by law, shall indemnify and hold harmless Landlord from and against any mechanics or materialmen's liens or any other encumbrances arising out of any of Tenant's alleged acts or omissions or any material or work claimed to have been furnished to the Premises or Property at Tenant's request. Tenant shall not suffer or permit any lien of mechanics or materialmen or others to be placed against the Property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within 30 days after the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant. All moveable partitions, trade fixtures, equipment or furniture located in the Premises acquired by Tenant which can be removed without structural damage to the Building or Premises, and all personally brought into the Premises by Tenant ("Tenant's Property") shall be owned and insured by Tenant.

(9) SURRENDER

Upon the Expiration Date Tenant shall surrender the Premises to Landlord in good condition existing as of the date hereof, except as repaired, rebuilt, restored, altered or added to as permitted or required hereby, and except for ordinary wear and tear, loss or damage caused by Landlord or attributable to casualty or condemnation. Tenant shall remove from the Property all its furniture, movable equipment, personal property, and all electronic, phone and data cabling, and wiring exclusively servicing, and situated within, the Premises, and all exterior and interior signage installed by Tenant on or prior to the Expiration Date, and shall repair any damage caused by such installation and removal, all at Tenant's sole cost and expense. All fixtures, equipment, improvements and appurtenances attached to, or built into the Premises at the commencement of, or during the Lease Term, whether or not by, or at the expense of, Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord, and shall not be removed by Tenant except as expressly provided herein. Landlord may, nonetheless, at any time prior to the 30 days prior to the Expiration Date, or the termination of Tenant's right to possession of the Premises, to remove certain designated Leasehold Improvements at the Tenant's sole cost if Tenant installed such Leasehold Improvements without Landlord's prior written consent. Tenant shall, at its sole cost and expense, repair any damage caused by such removal and perform such other work as is reasonably necessary to restore the Premises as herein provided. If Tenant fails to remove any of the foregoing items or to perform any required repairs and restoration, Landlord, at Tenant's sole cost and expense, may remove the same and repair any damage occasioned thereby or dispose thereof, or deliver such items to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery, or warehousing of such items within 10 days after demand from Landlord, and such failure shall be deemed a holding over by Tenant until such failure is rectified by Tenant or Landlord.

(10) EMINENT DOMAIN

If the whole or any part of the Property shall be taken by any public authority under the power of eminent domain, or if in contemplation of any potential condemnation proceeding (even if such proceeding is not yet

authorized or pending), Landlord enters into any negotiations or agrees to sell all or any portion of the Building to any governmental, municipal, or quasi-governmental agency, including, without limitation, any conveyance in lieu of any such proceeding, or if, under any circumstances, Landlord enters into an agreement to sell all, or a portion of, the Building to any governmental, municipal, or quasi-governmental agency then, at Landlord's election, upon reasonable notice of at least 120 days, the Term of this Lease shall cease as of the date identified in such notice, and the Rent and all of Tenant's other obligations shall be paid up to that day. All damages awarded for such taking shall belong to and be the property of the Landlord provided, however, Landlord shall not be entitled to any portion of a separate award made to the Tenant for its loss of business, business interruption, and relocation expenses.

(11) CONDITION OF PREMISES

Tenant has examined and investigated the Property, including the Premises, prior to entering into of this Lease, and knows the condition thereof, and acknowledges that no representations as to its condition or state of repairs have been made by Landlord or Landlord's agent that are not herein expressed. Tenant hereby accepts the Premises in its present "as is" condition at the date of the execution of this Lease, subject only to the express representations of Landlord hereunder, and subject to Landlord's obligations specified in Section 20, and provided that Tenant does not accept any presently existing hazardous material.

(12) QUIET ENJOYMENT

Subject to the terms of this Lease, if Tenant is not in default beyond any applicable cure period, Tenant may peacefully and quietly have, hold, and enjoy the Premises for the Term specified herein.

(13) BREACH AND REMEDIES

If Tenant should fail to pay any Rent, or any other sum required by this Lease to be paid to Landlord at the time or in the manner provided herein; or if default shall be made by Tenant in any of its non-monetary covenants, conditions, or obligations contained herein, and such non-monetary default continues for 10 days after written notice of such default, or if Tenant abandons the Premises, then, in any such event, Landlord shall, at its option, in addition to, and not exclusive of, any other remedy Landlord may have under this Lease or by law, without any further demand or notice, be entitled to any one or more of the following remedies that are available under, and in accordance with, applicable law: (i) to pay any sum required to be paid by Tenant hereunder, in which event said amount so paid shall be paid by Tenant to Landlord with the next succeeding Base Rent payment, and any default in such payment shall be construed a default in the payment of Base Rent, (ii) to re-enter the Premises and eject all persons, and remove and dispose of all personal property, (iii) to declare this Lease at an end and terminated, (iv) to recover from Tenant Rent or any other sum due Landlord under this Lease, (v) to recover from Tenant the amount of the Rent reserved hereunder for the balance of the Term of the Lease, (vi) to recover from Tenant any actual damages sustained by Landlord, including, without limitation, all costs and expenses including reasonable legal fees and costs, court filing fees, and leasing commissions, and (vii) to continue this Lease in effect and relet the Premises or any part thereof, as agent for and for the account of the Tenant, on such terms and conditions as Landlord may deem advisable, in which event the rents received on such reletting shall be applied first to the expense of such reletting and collection, including necessary renovation and alteration fees, reasonable attorney fees, and any real estate commissions paid, and thereafter toward the payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency on demand. Landlord will not be obligated or responsible in any way for any failure to relet the Premises or, in the event that the Premises are relet, for the failure to collect the rent under such re-leasing, provided Landlord has made commercially reasonable efforts to mitigate damages. The failure of Landlord to relet all or any part of the Premises will not release or affect Tenant's liability for rent or damages. If Landlord elects any one or more remedies granted above, Landlord shall have the right to elect one or more other remedies at any time thereafter. No action of Landlord shall be construed as an election to terminate this Lease unless a court so orders or written notice of such intention is given by Landlord to Tenant. However, nothing in the foregoing provisions intended to relieve Landlord of its obligation to exercise commercially reasonable efforts to mitigate damages. Landlord

and Tenant hereby waive any right either one of them may have to request a jury in connection with any actions or proceedings related in any way to disputes arising out of or related to this Lease.

Landlord shall be in default hereunder if Landlord fails to perform within a reasonable time any obligation required to be performed by Landlord under the terms of this Lease, 30 days after written notice.

Notwithstanding anything to the contrary contained in this Lease, Landlord may not exercise any of its rights or remedies under this Lease with respect to Tenant's failure to perform or observe any of its monetary or non-monetary obligations or covenants under this Lease except as follows: With respect to a monetary default, Tenant shall be entitled to a fourteen (14) day written notice and opportunity to cure once per Lease year, but no notice shall be required with respect to the imposition of the late charge identified in Section 2. With respect to a non-monetary obligation or covenant, as provided above, Tenant shall be entitled to a 30 day notice and opportunity to cure provided, however, that if any such non-monetary failure is not reasonably susceptible of being cured within such 30 day period, Landlord may not exercise any such rights or remedies unless Tenant fails to commence to cure such failure within such 30 day period or thereafter fails to diligently pursue a cure to completion. Provided further, that if, in Landlord's opinion, such non-monetary default may potentially result in materially adverse damage to the condition or reputation, or management or operation of any part of the Property, such 30 day period shall be reduced to 10 days. Tenant may not exercise any available remedies against Landlord for Landlord's failure to perform or observe any of its other obligations or covenants under this Lease unless such failure is not cured within 30 days after Tenant gives Landlord written notice thereof provided, however, that if any such failure is not reasonably susceptible of being cured within such 30 day period, Tenant may not exercise any such rights or remedies unless Landlord fails to commence to cure such failure within such 30 day period, or thereafter fails to diligently pursue a cure to completion.

(14) HAZARDOUS SUBSTANCES

Landlord represents to Tenant that Landlord has no knowledge of any hazardous substances within the Building, or the land on which the Building is constructed, that are not adequately controlled, or have not been remediated in accordance with all applicable legal requirements. Tenant acknowledges receipt of the indoor air testing report of the Premises dated, May 22, 2019, prepared by AKT Peerless Environmental Services that opines, among other things, that "Based on our findings and general observations made during site visit, no air quality concerns or mold conditions were identified. Additional follow-up actions are not warranted at this time." Landlord shall also, promptly upon learning of the presence of any hazardous substances that may adversely effect Tenant's use and occupancy of the Premises, Landlord shall advise Tenant, and shall, at its sole cost, remove or remediate, as appropriate in accordance with applicable law, any such substances. Landlord will indemnify, defend and hold Tenant harmless from and against any liability sustained by Tenant resulting from Landlord's failure to fully comply with the provisions of this Section.

Tenant shall not manufacture, store, generate, treat, or dispose of any hazardous substance on the Premises, or cause, suffer, or permit the same to be done by any person or entity. For purposes of this Section, the term "hazardous substance" shall mean any substance, the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by any law or regulation having as its object the protection of public health, natural resources, or the environment other than *de minimis* amounts used in the ordinary course of Tenant's general office and for permissive educational uses and handled in accordance with applicable law. In the event that any hazardous or toxic substance is discovered to have been released by Tenant, its employees, agents, contractors, or third parties under Tenant's control, during its occupancy of the Premises, whether such discovery is made during the Term of this Lease, or at any time thereafter, Tenant shall, at its sole cost and expense, take all steps necessary to forthwith remove or remediate, as appropriate in accordance with applicable laws, any such hazardous substances in full compliance with all applicable laws and regulations and to the reasonable satisfaction of Landlord. To the extent permitted by law, the Tenant will indemnify, defend and hold Landlord harmless from and against any liability, sustained by Landlord resulting from Tenant's failure to fully comply with the provisions of this Section. When good cause exists, Landlord reserves the right (but shall not have the obligation) to enter and inspect the

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Premises from time to time during the Tenant's business hours and upon reasonable notice in connection with the foregoing.

(15) BANKRUPTCY

If, at any time, a petition in bankruptcy shall be filed by or against Tenant, Tenant shall be adjudicated as bankrupt or insolvent, a receiver or trustee shall be appointed for all or a portion of Tenant's property, Tenant shall make an assignment for the benefit of creditors, Tenant voluntarily or involuntarily takes advantage of any debtor relief proceedings under present or future law, or any of Tenant's property shall be levied upon or attached under process against Tenant, then Tenant shall be deemed to have committed a material breach of this Lease, and in any of said events this Lease, at the option of Landlord, may be canceled and terminated, and Landlord may reenter the Premises; however, notwithstanding such termination, Tenant shall remain liable for all Rent and damages which may be due at the time of such termination as herein provided, and nothing herein shall be deemed to preclude Landlord from obtaining the maximum amount recoverable from Tenant under applicable law in any proceeding; and Tenant hereby covenants that in the event of a termination or reentry under this Section, Tenant shall be liable to Landlord for the maximum amount recoverable from Tenant under the law pertaining to the proceeding resulting in such reentry or termination by Landlord. As used in this Section, "Tenant" includes any guarantor of Tenant's obligations under this Lease.

(16) SECURITY DEPOSIT

Tenant shall deposit with Landlord the sum identified herein as the security deposit. If Tenant defaults in any of its obligations under this Lease Landlord may use, apply, or retain all or any part of deposit for the payment of any sums due hereunder, or for any other sums which Landlord may expend by reason of Tenant's default as provided herein, and Tenant shall promptly thereafter restore the deposit to its original amount. The security deposit shall not be considered an advance payment of Rent or a measure of Landlord's damages in the event of default by Tenant. Landlord may mingle such security deposit with other funds, and shall refund it Tenant, without interest, within 30 days after the Expiration Date provided, however, that Tenant has fully performed all the terms of this Lease and delivered possession of the Premises in the condition required hereby. Landlord may deliver the security deposit to a purchaser who assumes Landlord's interest in the Premises, and Landlord shall then be discharged by Tenant from all liability for return of the security deposit to the extent such security deposit was paid to such purchaser, and Tenant shall look solely to the new owner for return of the security deposit. Tenant hereby agrees not to look to any mortgagee of the Property or successor in title for accountability for any security deposit required by the Landlord hereunder unless said sums have actually been received by said mortgagee.

(17) ESTOPPEL AND SUBORDINATION

Within 10 days after request by Landlord, Tenant agrees to execute and deliver a written statement which certifies (to the extent true and correct) (i) that this Lease is in full force and effect, (ii) the date of commencement and termination of this Lease, (iii) that Rent is paid currently without any set-off or defense thereto, (iv) the amount of Rent, if any, paid in advance, (v) that there are no uncured defaults by Landlord or stating those claimed by Tenant, provided that all such facts are accurate and ascertainable, and (vi) such other information reasonably requested by Landlord's mortgagee. If any lender shall request reasonable modifications to this Lease as a condition to financing or refinancing the Property or property of which the Premises form a part, Tenant shall not unreasonably withhold or delay its consent thereto provided such modifications do not materially adversely affect the leasehold interest hereby created, notably related to the monthly Rent amount, except Tenant may be required to give notices of any defaults by Landlord to such lender, and/or permit the curing of such defaults by such lender within such time as lender may reasonably require.

This Lease shall be fully subject and subordinate to the lien of any mortgage now or hereafter placed upon the Property provided the holder of such mortgage agrees to recognize and not disturb Tenant's interest in the Premises on the condition that Tenant performs its obligations under this Lease. Tenant agrees to execute any documents requested by Landlord or any mortgagee to confirm, any such subordination within {00005811}

10 business days of such request, provided such document(s) contain commercially reasonable non-disturbance provisions that in the event of foreclosure or the assertion of any other rights under the mortgage or lease, this Lease and the rights of Tenant hereunder shall continue in effect and shall not be terminated or disturbed so long as Tenant continues to perform and is not in default under this Lease beyond all applicable notices and opportunity to cure.

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed in lieu of foreclosure is made relating to the Property or Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. In the event of such attornment, this Lease shall continue in full force and effect as a direct Lease between Tenant and such purchaser upon all the Terms, covenants, conditions, and agreements set forth in this Lease. However, such purchaser shall not be bound by any payment of Rent made by the Tenant to the Landlord for more than one month in advance, or bound by any material amendment or modification of termination of the Lease affecting the interest of the Purchaser made without the written consent of Landlord's lender or the purchaser, or liable for any act or omission of Landlord (unless such act or omission constitutes a continuing default under the terms of this Lease, in which event such purchaser shall be obligated to cure the default), or liable for the return of any security deposit unless any such security deposit has actually been received by such purchaser, or liable for any offsets, credits, or other claims against rental for any prior periods.

(18) SIGNAGE/BUILDING DIRECTORY

Tenant shall be provided with space on any general and/or floor directory that may be a part of the Building. Tenant may install appropriate Building standard signs and logos on the Tenant's entrance doors to the Premises subject to Landlord's consent, which shall not be unreasonably withheld. Tenant acknowledges that the Premises is part of an integrated and uniform commercial Building and that control of interior and exterior signs by Landlord is essential to maintain uniformity and aesthetic value in the Building.

(19) BROKER

Landlord shall be responsible to pay the real estate brokerage commission due Lee & Associates/Michigan, who is responsible to share such commission with Signature Associates in accordance with its agreement with such broker. Tenant shall be solely responsible for any real estate commissions due to any other broker, or finder retained by Tenant in this transaction. To the extent permitted by law, each Party agrees to indemnify and hold harmless the other from all loss, damage, cost, and expenses, including attorneys' fees that the other Party may suffer as a result of any claim brought by any other broker, sales person, or finder with whom such indemnifying Party is claimed to have dealt with in connection with this transaction.

(20) TENANT IMPROVEMENTS

Landlord has contracted directly with Fractal Design, c/o David Murphy ("Architect") who shall be solely responsible for designing and preparing the plans, specifications and construction drawings ("Plans and Specifications") detailing the improvements which must be made to the Premises to enable the Tenant to use and occupy the Premises for the purpose provided in this Lease, generally in accordance with the approved Space Plan attached as Exhibit D to this Lease, and in the manner that complies with all applicable governmental regulations, and which will enable a public high school certificate of occupancy for the Premises ("Improvements"). In cooperation with Tenant, Landlord shall select, designate, and oversee the general contractor ("Contractor") to construct the Improvements, and who will prepare the construction budget and schedule based upon the Plans and Specifications ("Construction Budget"). The final Plans and Specifications and Construction Budget shall be subject to Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, but the Parties acknowledge and agree, that the Tenant (and the designated Architect and/or Contractor), and not Landlord, shall be solely responsible for any deficiencies, defects in the design, accuracy, legality, and construction of the Improvements such that they accurately conform with all of Tenant's occupancy and legal requirements.

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Upon final approval of the Plans and Specifications and the Construction Budget, Landlord shall enter into a construction contract with the Contractor ("Construction Contract") in form and substance approved by Tenant. In cooperation with the Tenant, the Landlord shall be primarily responsible to oversee the Contractor's progress and compliance with its obligations; and, upon request, Landlord shall participate with Tenant to exercise its commercially reasonable efforts to enforce the Contractor's compliance with its obligations under the Construction Contract. Landlord shall not approve any material change to the Construction Budget, or to any terms of the Construction Contract, and shall not execute any change orders without Tenant's prior written consent.

Landlord will provide Tenant with a tenant improvement allowance of, and pay costs of construction of the Improvements, up to \$60,000.00 ("Allowance"). Tenant shall pay Landlord the costs of completing the Improvements in excess of the Allowance ("Tenant Costs"). In the event Tenant Costs exceed \$75,000, Tenant may request, and Landlord shall advance, up to an additional \$60,000 from Landlord to Tenant to be applied only to pay Tenant Costs in excess of \$75,000 ("Tenant Improvement Loan"). If the Tenant Improvement Loan is necessary it will need to be documented separately from this Lease as a legally structured loan for a public school academy and such structure and documentation is subject to reasonable review and approval by Landlord. If Landlord does not accept such documentation, Landlord shall not be obligated to advance the Tenant Improvement Loan. If advanced, the Tenant Improvement Loan shall be repaid by Tenant to Landlord in equal monthly payments amortized over 5 years with interest at 5 % per annum with monthly payments due on the first of each month commencing on the date Rent is first payable. The Tenant Improvement Loan shall be paid by Landlord directly to Tenant's vendors, or directly to Tenant after proof of payment by Tenant. Landlord's obligation to advance the Tenant Improvement Loan shall be conditioned upon delivery of appropriate invoices, waivers of lien and such reasonable information as Landlord may request. Landlord shall not be obligated to advance the Tenant Improvement Loan until Tenant has supplied Landlord payment of \$75,000 toward Tenant Costs. Landlord shall not be obligated to advance any part of the Tenant Improvement Loan at any time after the date which is six months after the Commencement Date.

Landlord shall fund the Allowance to pay costs first incurred and Tenant shall pay the excess after the Allowance is fully disbursed. The following costs and expenses shall not be considered costs and expenses attributable to the completion of the Improvements and the same shall be paid by Landlord and not considered part of the Allowance:

- i. The cost of Landlord's in house employees, representatives or agents.
- ii. The cost of providing utilities to the demising lines of the Premises in the capacity required by Tenant.
- iii. Legal fees.
- iv. Landlord's profit or overhead.
- v. The cost of remediating any environmentally hazardous conditions existing at the Building or Premises.
- vi. The cost of bringing the Building (outside of the Premises) in compliance with applicable codes and regulations.
- vii. The cost of bringing HVAC into an operating condition as provided in Section 5 of the Lease, and otherwise satisfying the terms of Section 5 of the Lease.

Costs and expenses resulting from the negligent acts or omissions of Landlord.

Upon completion of the Improvements by the Contractor, payment of all Tenant Cost's, receipt of all requisite governmental approvals and certificates, and upon evidence of lien free completion of the Improvements by Contractor, Landlord shall assign all of its rights and rights under the Construction Contract, including all warranties, to Tenant, and thereafter Tenant shall be solely responsible to deal directly with Contractor pertaining to any warranty work.

In the event completion of Improvements is delayed due to unavailability of materials, strikes, or other causes beyond the reasonable control of the Parties, the same shall not constitute a default by either Party and neither Landlord or Tenant shall be liable in damages, but during the period of such delay the Commencement Date and Expiration Date shall be extended until the Premises is ready for occupancy. Additionally, in such an event, Landlord and Tenant shall use good faith effort to work together to accept substitute materials or contractors so that construction can proceed.

(21) EXPANSION RIGHT/RIGHT OF FIRST REFUSAL

Provided the Tenant is not in default of the terms and conditions of this Lease beyond applicable notice or grace, Tenant shall have the right of first refusal on the second floor of the Building upon the following terms. When Landlord is prepared to lease out such space, it will first provide Tenant with the proposed lease terms that Landlord is willing to accept. No later than the ten (10) days after the date of such submission, or sooner if Tenant is able to set a Special Board Meeting for discussion of Landlord's Offer, Tenant shall have the right by written notice to confirm that it elects to rent such additional space at such rental rate and on such terms which are set forth in Landlord's notice. If, for any reason, Tenant fails to timely notify Landlord of its election to accept such additional space, or if Tenant exercises such right but for any reason (except for Landlord's fault) does not timely enter into a Lease amendment (or a new lease as the case may be), Landlord shall be free to rent such space to another tenant on the terms provided to Tenant only and this first refusal provision shall terminate with respect to such tenant only. In the event the lease of the space is not consummated on the proposed lease terms Landlord has provided to Tenant, or the space or any portion of the space becomes vacant after a lease is executed, Tenant shall again have a right of first refusal on the terms provided herein. In the event the Landlord does not lease the space on the terms provided to Tenant, Landlord must offer the space to Tenant on such new or different terms offered by Landlord to third parties.

(22) EARLY TERMINATION RIGHT

Tenant represents to Landlord that its operations in the Premises are subject to its Charter Contract ("Charter") issued by the Central Michigan University Board of Trustees ("Authorizer"), with a term expiring June 30, 2023 ("Charter Expiration Date"). Tenant covenants to Landlord that it will continue to exercise its good faith and all commercially reasonable efforts to ensure its full compliance with such Charter, and to obtain a renewal and/or extension, or a new charter, with such Authorizer to remain at the Premises for the balance of the Lease Term. If the Tenant's Charter issued by the Central Michigan University Board of Trustees is revoked, terminated or a new Charter is not issued to the Tenant after expiration of the Tenant's Charter, this Lease shall automatically terminate on the same day as the Tenant's Charter is revoked, terminated or expires and Tenant shall pay Landlord the Termination Fee, as hereinafter defined. In the event that the Tenant is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Charter, and such closure of the Tenant's operations at the Premises or reconstitution causes an amendment to or termination of this Lease, the Parties agree that this Lease shall be amended or terminated to implement the Academy site closure or reconstitution and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution other than the Tenant being responsible for payment of the Termination Fee as hereinafter defined. It is agreed that the Termination Fee is an amount which is the sum of: (A) the product of (I) the total of the broker commission, the Allowance, and the Tenant Improvement Loan divided by the total months in the lease term; times (II) the number of months in the lease terms after the effective date of termination plus (B) any unpaid Rent or other charges which accrue through the date Tenant vacates the Premises in the condition required under this Lease. Landlord will

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compute the termination fee and provide Tenant a written notice of the termination fee ("Termination Fee Notice") within 30 days after receipt of written notice of termination from Tenant. In the event Tenant refuses to timely pay the early termination fee as set forth in the Termination Fee Notice within thirty (30) days after the Termination Fee Notice, Tenant shall remain liable for the Rent provided to be paid through the stated term of this Lease.

(23) GENERAL

- A. The designation of any area as a common area shall not be deemed to be a permanent designation, and Landlord shall have the right to reclassify any area and to lease to others any area previously designated as a common area subject to the provision of reasonable notice to Tenant. Tenant and its employees, customers and permitted subtenants shall have the non-exclusive right to use the common areas as constituted from time to time, such use to be in common with Landlord, other tenants, and other persons entitled to use same, and shall be subject to such rules and regulations governing such use as Landlord may uniformly impose upon all tenants from time to time. Landlord may not eliminate or reconfigure any common areas in a manner which would materially interfere with the operation by Tenant of its business at the Premises. Without limitation, the Landlord may not grant reserved parking or eliminate parking serving the Building.
- B. Tenant shall not use, occupy, suffer or permit the Property, or any part thereof, to be used in any manner, or suffer or permit anything to be brought into or kept therein, which would, in Landlord's reasonable judgment, (i) be in violation of any law, ordinance, or regulation, (ii) increase the existing rate of insurance for the Property or cause cancellation of insurance covering the building, (iii) interfere with the rights of any other tenants (acknowledging that the conduct by Tenant of the business specified in this Lease shall not be deemed to interfere with the rights of other tenants), (iv) make unobtainable at standard rates from any reputable insurance company any fire insurance with extended coverage or liability, elevator, boiler, umbrella, terrorism, environmental, or other insurance, (v) cause, or be likely to cause, injury or damage to the Building or to any Building equipment or to the Property, (vi) constitute a public or private nuisance, (vii) violate any certificate of occupancy in the Building, (viii) emit objectionable noise, fumes, vibrations, heat, chilled air, vapors or odors into or from the Building or the building equipment, or (ix) interferes with the operations of the Property or impair or interfere with any of the Building services, including the furnishing of electrical energy, or the proper and economical cleaning, heating, ventilating, air conditioning or other servicing of the Building, building equipment, or the Property.
- C. Except as otherwise provided in Section 20 of this Lease, if any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in or occupancy of the Premises, then Tenant, at its sole expense, shall procure and thereafter maintain such license or permit and submit the same to Landlord for inspection upon Landlord's request, and shall comply with the terms and conditions of each such license and/or permit.
- D. Tenant and all its owners, members, shareholders, and principals is/are not, and will not be, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.
- E. In the event the square footage (or approximate square footage) of the Premises and/or of the Building is identified in this Lease, the Parties agree that the Premises (and the Building) shall be deemed to include such square footage as set forth therein, and in no event shall Landlord or Tenant have the right to challenge or modify the Rent, or any other sums due hereunder as a result of any claimed or actual error or omission in the square footage of the Premises or Building.

- F. Tenant shall have no access or rights to the roof. Tenant shall not post any signs viewable from the exterior of the Building, or erect any structures for storage or any aerial without the written consent of Landlord which consent shall not be unreasonably withheld, delayed or conditioned. Landlord may enter the Premises, at reasonable times and upon reasonable notice, and immediately upon an emergency, to install or repair pipes, wires, and other appliances, or make any repairs, renovations, or improvements deemed necessary by Landlord for the use, occupancy, maintenance, repair, and improvement of the Premises or other parts of the Building. Landlord shall use its good faith efforts to minimize interruption or disturbance of Tenant's business, and if the conduct of Tenant's business is materially interfered with for a period greater than one week (and provided the repairs have not been made necessary by the acts or omissions of Tenant) Tenant shall be entitled to an abatement of Rent for the period of such repairs. Landlord shall have the right to enter the Premises at any time should Landlord determine a hazard or emergency exists.
- G. If Landlord reasonably deems necessary any repair which is Tenant's obligation, Landlord may demand that Tenant make such repair; and if Tenant refuses or neglects to commence or complete such repair with reasonable dispatch after any applicable notice and cure period, Landlord may make such repair, and Tenant will pay on demand to Landlord the reasonable cost thereof with interest as provided herein, and if Tenant shall not make such payment, Landlord shall have the remedies provided herein for the non-payment of Rent.
- H. Upon the termination of the Lease Term, or upon any termination of Tenant's right to possession of the Premises, Tenant will at once surrender possession of the Premises to Landlord, broom clean, in good condition and repair, ordinary wear and tear excepted. Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks to all items that which Tenant is required to leave on the Premises.
- I. If Tenant remains in possession of the Premises after the Expiration Date without executing a new lease, it will be deemed to be occupying the Premises as a tenant from month to month, subject to all of the provisions of this Lease to the extent that they can be applicable to a month-to-month tenancy, except that the Base Rent for the first month of such holdover period will be 125% percent of the regular monthly installment of Base Rent owing by Tenant for the last month of the Term, and 150% of such Base Rent amount for each month of such holdover period thereafter; and Tenant shall remain responsible for the payment of such other sums as required to be paid under the terms of this Lease. Notwithstanding the foregoing, in the event Landlord and Tenant are engaged in good faith negotiations regarding an extension of this Lease, Rent shall not increase until thirty days after Landlord provides notice to Tenant that such good faith negotiations have terminated.
- J. Upon reasonable notice and during normal business hours Landlord may inspect and show the Premises, and Landlord will exercise reasonable efforts to ensure such inspections and showing do not unreasonably interfere with Tenant's use of the Premises, including the nature of the Tenant's educational uses for the premises, so as not to disturb educational activities.
- K. Tenant shall pay before delinquency all municipal, county, and/or state taxes assessed during the term against any personal property of any kind owned or placed in or about the Premises by Tenant.
- L. Landlord will grant Tenant access to the Premises prior to the Commencement Date, free of Base Rent and Additional Rent (except Tenant shall be responsible to provide liability and all other relevant insurance coverage as herein provided), solely for purposes of installing furniture and equipment, but subject to all other applicable provisions of this Lease, and Tenant shall also be responsible for the reasonable cost of any services that are provided to Tenant during such period prior to the Commencement Date. Notwithstanding the foregoing, if Tenant occupies any portion of the Premises for its intended use prior to the Commencement Date, Tenant shall then be obligated to pay for its electricity reimbursement as herein provided. In no event shall the Landlord be liable to Tenant for any damaged, lost or stolen equipment, or personal property. Tenant shall be solely responsible and obligated to obtain the necessary insurance coverage for such losses.

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- M. If the Tenant shall be unable to enter or occupy the Premises on the Commencement Date by reason of any casualty, or due to interruptions caused by maintenance or repair work, or as a result of any renovations to any portion of the Building or as a result of any reason beyond the control of the Landlord, Landlord shall not be liable in damages to the Tenant, but during the period of such delay the Commencement Date and Expiration Date shall be extended until the Premises is ready for occupancy.
- N. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of, or option for, Tenant to lease, or otherwise create any interest of Tenant in the Premises. The return to Landlord by Tenant of executed copies of this Lease shall not be binding upon Landlord, notwithstanding any preparation nor anticipatory reliance or expenditures by Tenant, and notwithstanding any representation made by any broker or agent of Landlord, unless and until Landlord has executed and actually delivered a fully-executed copy of this Lease to Tenant.
- O. Tenant shall pay all Rent to Landlord in U.S. currency, and in the event of payment by check or money order, such funds shall be cleared and available for use by Landlord by the due date. Landlord shall have no obligation to accept Rent after the due date, or to accept less than the full amount of Base Rent due and owing. If Landlord accepts less than the full amount of Base Rent or Additional Rent owing, Landlord may apply such payment towards any of Tenant's obligations due Landlord. Landlord's acceptance of partial payment of Base Rent or Additional Rent shall not be construed as a waiver of the amount still unpaid or of a default under this Lease.
- P. The term "Landlord," as used in this Lease, so far as covenants, agreements, or obligations on the part of Landlord are concerned, is limited to mean and include only the owner of fee title to the Property at the time in question, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) will automatically be freed and relieved from and after the date of such transfer or conveyance of all liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed provided such transferee assumes the provision of this Lease in writing including liability for return of the security deposit. If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if, as a consequence of such default, Tenant recovers a money judgment against Landlord, such judgment must be satisfied only out of the proceeds of sale received upon execution of such judgment levied against the right, title, and interest of Landlord in the Property only, and not against any other property or interests of Landlord, and neither Landlord nor any of its shareholders, partners, members, employees, or affiliates shall be liable for any deficiency. No personal liability of any nature is assumed by, nor shall at any time be asserted or enforceable against Landlord or its managers, shareholders, partners, members, employees, officers, directors, or agents, or any of their respective heirs, legal representatives, successors and assigns arising from any covenant, undertaking, or agreement of Landlord contained in this Lease.
- Q. Landlord reserves the right to establish reasonable, nondiscriminatory rules and regulations pertaining to the maintenance and operation of the Property, to close or partition off any portion of common areas, and to change the layout of such common areas, and to do such other acts as in the Landlord's judgment may be desirable in order to preserve, protect, and promote the Property provided that the same do not increase the cost of Tenant's business and do not materially burden the Tenant's customers at the Premises. The rules and regulations annexed hereto, if any, pertaining to the Property which have been established by the Landlord for the safety, protection, care, operation, and cleanliness of the Property are incorporated herein by reference and made a part of this Lease. If no regulations are annexed, Landlord reserves the right to establish such regulations as Landlord determines in its sole and reasonable judgment to be necessary for the orderly and efficient operation of the Property.

- R. Landlord shall not be liable to the Tenant, or to anyone claiming by, through, or under Tenant, for any loss or damage arising out of any acts or omissions of persons occupying any part of the Building, or any adjoining building, or other property, or for the cessation of the heating, elevator, lighting, ventilating, air-conditioning, power, and water systems, or cleaning, or other services (except as otherwise provided in this Lease), or for the interruption of the use of any facilities by reason of accidents, strikes, or the making of repairs, alterations, or improvements, or for any disruptions caused as a result of any tenant improvements or maintenance work conducted by Landlord (provided Landlord shall always exercise reasonable efforts to keep such disruptions to a minimum), or inability to secure a proper supply of fuel, steam, water, electricity (or any utility), labor, or supplies, or due to the Building or any part thereof, or appurtenance thereof becoming out of order, or for theft or burglary, or terrorist activity, or caused by water, snow, frost, steam, sewage, gases, fire, smoke, toxic mold, or electric current, or the bursting or leakage of any tanks, pipes, or conduits conveying any of the same, or suffered through any act or neglect of the Tenant, its employees, associates, or agents, or other occupants of the Building, provided that the same are, or by reason of any other cause, beyond the reasonable control of Landlord, and none of the above shall be considered or construed as an actual or constructive eviction of the Tenant, nor shall any of them in any way operate to release the Tenant from the prompt and punctual performance of all the covenants and agreements contained in this Lease unless the same prevent the Tenant from conducting its business at the Premises for period in excess of seven days, in which event Tenant shall be entitled to an abatement in rent. If Tenant is prevented from conducting its business for a period in excess of 90 days, Tenant may terminate this Lease.
- S. This Lease shall not confer any rights or remedies upon any third parties other than the Parties to this Lease and their respective successors and permitted assigns.
- T. Each of the Parties hereto acknowledge that they or their attorneys have participated in the negotiation and preparation of this Lease, and in order to avoid the application of any rule construing contractual language against the drafter, both Parties agree that the provisions contained herein shall be construed without prejudice to the Party who actually memorialized the document in its final form. Tenant acknowledges it has been given an opportunity to have this Lease reviewed by legal counsel of its choice.
- U. This Lease, including any printed forms, riders, schedules, or exhibits attached hereto, sets forth all of the covenants, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, agreements, inducements, representations, conditions, or understandings, either oral or written, between the Parties hereto other than those set forth herein. This Lease may be modified or amended only by a written agreement signed by an authorized officer of each Party to be bound. The covenants, conditions, and agreements herein are binding on the heirs, successors, representatives, and assigns of the Parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in such purported assignee any right, title, or interest whatsoever. Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be valid under applicable law, and to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such validity or provision, without invalidating the remainder of such provision, or the remaining provisions of this Lease. The failure of either Party to insist on strict performance of any condition herein provided or exercise any other rights shall not be construed as a waiver of such condition or right.
- V. Unless specifically stated to the contrary in this Lease, any notice, demand, request, or other communication or document which may be or is required to be given hereunder shall be in writing and may be sent by United States certified mail, return receipt requested, postage prepaid, or by personal delivery, or by a nationally recognized overnight delivery service, by electronic transmission, or by other comparably reliable means and shall be deemed to have been given upon the date of receipt, or two days after the date of mailing, whichever of such dates shall be the first to occur. Notices to Landlord shall be given at the address set forth for the payment of Rent, and


notices to Tenant shall be given at the Premises, or to such other address as may have been last furnished in writing to the other Party for such purpose.

- W. In the event of any litigation between the Parties regarding this Lease, the losing Party shall pay to the prevailing Party all reasonable expenses and court costs, including reasonable attorneys' fees incurred by the prevailing Party. A Party shall be considered the prevailing Party if (i) it initiated the litigation and substantially obtains the relief it sought either through trial or judgment, (ii) the other party withdraws its action without substantially obtaining the relief it sought, or (iii) it did not initiate the litigation and judgment is entered for either party but without substantially granting the relief sought.
- X. This Lease may be signed in one or more counterparts and/or delivered by electronic transmission (such as email or facsimile) and, if so signed, each signature page will be attached hereto and have the same effect as if one original signature page had been executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

23801 Associates LLC,
a Michigan limited liability company


By: Manny Torgow
Its: Authorized Representative

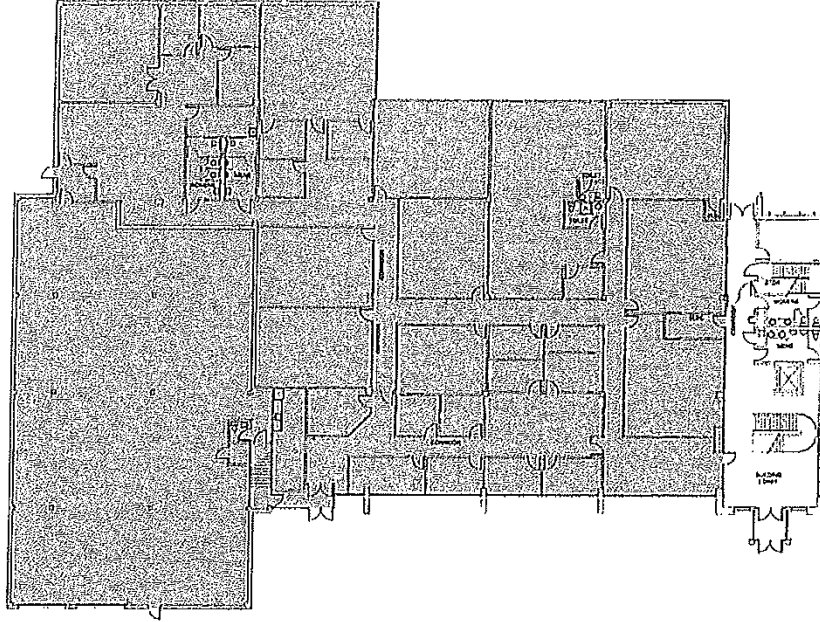
TENANT:

FlexTech High School – Novi
a Michigan public school academy,
and a Michigan nonprofit corporation


By: Lee E. Meadows
Its: FTN Board President

EXHIBIT A
Premises

(See attached space plan.)



Suite 100 - 26,400 RSF

EXHIBIT B

OPERATING EXPENSES AND TAXES

A. As provided in Section 1D, during each calendar year, or portion thereof, falling within the Lease Term, Tenant shall pay to Landlord as Additional Rent, Tenant's Prorata Share of the Operating Expenses (as defined below) and Tenant's Prorata Share of the Taxes (as defined below) for the applicable calendar year within the Lease Term. Prior to January 1 of each calendar year during the Lease Term, or as soon as practical thereafter, Landlord shall make a good faith estimate of Operating Expenses and Taxes for the applicable full or partial calendar year and Tenant's Prorata Share thereof. On or before the first day of each month during such calendar year, Tenant shall pay Landlord, as Additional Rent, a monthly installment equal to one-twelfth of Tenant's Prorata Share of Landlord's estimates of Operating Expenses and Taxes. Landlord shall have the right from time to time during any such calendar year to reasonably revise the estimate of Operating Expenses and/or Taxes for such year and provide Tenant with a revised statement therefor (provided, however, Landlord agrees that Landlord shall not issue a revised statement more than twice for Operating Expenses and twice for Taxes in any calendar year), and thereafter the amount Tenant shall pay each month shall be based upon such revised estimate. If Landlord does not provide Tenant with an estimate of the Operating Expenses and/or Taxes by January 1 of any calendar year, Tenant shall continue to pay a monthly installment based on the previous year's estimate until such time as Landlord provides Tenant with an estimate of Operating Expenses and/or Taxes for the current year. Upon receipt of such current year's estimate an adjustment shall be made for any month during the current year with respect to which Tenant paid monthly installments of Additional Rent based on the previous year's estimate. Tenant shall pay Landlord for any underpayment within 30 days after Landlord's written demand unless such underpayment exceeds ten percent of the monthly Base Rent, in which event, Tenant may pay the underpayment in equal installments spread over a six month period. Any overpayment of Additional Rent shall, at Landlord's option, be refunded to Tenant or credited against the installment(s) of Additional Rent next coming due under the Lease. Any amount paid by Tenant based on any estimate shall be subject to adjustment pursuant to Paragraph B below when actual Operating Expenses or actual Taxes, as applicable, are determined.

B. As soon as is practical following the end of each calendar year during the Lease Term, Landlord shall furnish to Tenant a statement of Landlord's actual Operating Expenses and Taxes for the previous calendar year. If for any calendar year the Additional Rent collected for the prior year, as a result of Landlord's estimate of Operating Expenses or Taxes, is in excess of Tenant's actual Prorata Share of Operating Expenses or Taxes, as applicable, for such prior year, then Landlord shall refund to Tenant any overpayment (or at Landlord's option apply such amount against Additional Rent due or to become due hereunder). Likewise, Tenant shall pay to Landlord, within 30 days after Landlord's written demand, any underpayment with respect to the prior year whether or not the Lease has terminated prior to receipt by Tenant of a statement for such underpayment, it being understood that this section shall survive the expiration of the Lease.

C. "Operating Expenses" shall mean all reasonable direct and indirect costs, expenses paid and disbursements of every kind (subject to the limitations set forth below), which Landlord incurs, pays or becomes obligated to pay in each calendar year in connection with operating, insuring, maintaining, repairing, owning and managing the Property. Operating Expenses shall include, without limitation, insurance premiums and deductibles, and the amortized cost based upon the useful life thereof of capital improvements made to the Property that are (i) primarily for the purpose of reducing operating expense costs or otherwise improving the operating efficiency of the Property; or (ii) required to comply with any laws, rules, or regulations of any governmental authority or (iii) primarily for the purpose of improving security at the Property. The cost of such capital improvements shall be amortized over the maximum useful life thereof as reasonable determined by Landlord. "Common Area Costs" shall be limited to actual expenses incurred (not accrued) and shall be comparable to competitive costs in the market.

Landlord and Tenant acknowledge that certain of the costs of management, operation and maintenance of the Building and other buildings Landlord operates in conjunction therewith are allocated among the

buildings using methods of allocation that are considered reasonable and appropriate for the circumstances. Tenant hereby consents to such contractual allocations provided that the determination of such costs and the allocation of all or part thereof to Operating Expenses hereunder shall be in accordance with generally accepted accounting and management principles applied on a consistent basis.

D. Operating Expenses shall not include the following: (i) costs of alterations of tenant spaces (including all tenant improvements to such spaces); (ii) costs of capital improvements, except as provided in Paragraph C above; (iii) depreciation, interest and principal payments on mortgages, and other debt costs, if any; (iv) real estate brokers' leasing commissions or compensation and advertising and other marketing expenses; (v) costs or other services or work performed for the singular benefit of another tenant or occupant (other than for Common Areas); (vi) legal, space planning, construction, and other expenses incurred in procuring tenants for the Building or renewing, amending or enforcing leases with existing tenants or occupants of the Building; (vii) costs of advertising and public relations and promotional costs and attorneys' fees associated with the leasing of the Building; (viii) any expense for which Landlord is entitled to receive reimbursement from insurance, condemnation awards, other tenants (other than through the payment of additional rent under such tenants' leases) or any other source; (ix) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building; (x) rental under any ground or underlying lease or leases; (xi) Taxes. (xii) markup or profit above the rate for electricity, water, and gas charged to Landlord by the utility company providing the same; (xiii) the cost of maintaining the foundation, roof or walls; (xiv) Expenses for replacements, repairs or other work occasioned by fire, windstorm, or other insurable casualty (including the deductible under any policy), or by the act or omission of other tenants or necessitated by eminent domain; (xv) expenses arising out of Landlord's or any other tenant's breach of any lease; (xvi) penalties or interest for any late payments; (xvii) costs of any hazardous or toxic substance or environmental remediation, clean up removal, or disposal costs, except only to the extent made necessary by Tenant; (xviii) accounting or auditing fees; (xix) the cost of leasing or financing equipment which if purchased would constitute a capital item; (xx) costs resulting from the negligence of Landlord, its agents, employees, contractors or representatives or resulting from Landlord's breach under an agreement or lease; (xxi) legal, accounting or other professional fees for preparation of Landlord's business documents and tax returns; (xxii) costs of compliance with ADA codes or other codes or requirements to the building in which the premises are located (except as provided in Section 20) or the Office Center in general; (xxiii) management fees or administrative fees above what is customary in the area for third party management contracts.

E. "Taxes" shall mean (i) all real estate taxes and assessments on the Property, and taxes and assessments levied in substitution or supplementation in whole or in part of such taxes provided that taxes payable in installments shall be spread over the maximum period and Tenant shall have no liability for installments coming due after expiration or termination of this Lease, (ii) all personal property taxes for the Property personal property, including license expenses, (iii) all sales, use or other tax, excluding state and/or federal income tax now or hereafter imposed by any governmental authority upon rent received by Landlord, (iv) all other taxes, fees or assessments now or hereafter levied by any governmental authority on the Property, or its contents or on the operation and use thereof (except as relate to specific tenants), and (v) all reasonable costs and fees incurred in connection with seeking reductions in or refunds in Taxes including, without limitation, any costs incurred by Landlord to challenge the tax valuation of the Property, but excluding income taxes provided that any refunds or reduction shall be applied to such costs and if previously paid by Tenant, refunded to Tenant. Estimates of real estate taxes and assessments for any calendar year during the Lease Term shall be determined based on Landlord's good faith estimate of the real estate taxes and assessments. At Tenant's request Landlord shall cooperate with Tenant's efforts to reduce or challenge Taxes.

F. Tenant shall have the right to inspect, at reasonable times and in a reasonable manner, during the 30 day period following the delivery of Landlord's statement of the actual amount of Operating Expenses, such of Landlord's books of account and records as pertain to and contain information concerning such Operating Expenses and Taxes in order to verify the amounts thereof. Tenant agrees that any information obtained during an inspection by Tenant of Landlord's books of account and records shall be kept in confidence by Tenant and its agents and employees and shall not be disclosed to any other parties, except to Tenant's attorneys, accountants and other consultants. Any parties retained by Tenant to inspect {00005811}

Landlord's books of account and records shall not be compensated on a contingency fee basis. If Tenant shall not dispute any item or items included in the determination of Operating Expenses or Taxes for a particular Lease Year by delivering a written notice to Landlord generally describing in reasonable detail the basis of such dispute within 60 days after the statement for such year was delivered to it, Tenant shall be deemed to have approved such statement. During the pendency of any dispute over Operating Expenses or Taxes, Tenant shall pay, under protest and without prejudice, Tenant's Prorata Share of Operating Expenses and Taxes as calculated by Landlord.

EXHIBIT C

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, and the Property.

1. Sidewalks, entrances, passageways, courts, corridors, vestibules, halls, elevators and stairways in and about the Property shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the Building's corridors or from the exterior of the Building.

2. Plumbing, fixtures and appliances shall be used for only the purpose for which they were designed and no foreign substance of any kind whatsoever shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid for by Tenant and Landlord shall not in any case be responsible therefor.

3. Any sign, lettering, picture, notice or advertisement installed within the Premises which is visible from the public corridors within the Building shall be installed in such manner, and be of such character and style, as Landlord shall approve, in writing in its reasonable discretion. No sign, lettering, picture, notice or advertisement shall be placed on any outside window or door or in a position to be visible from outside the Building. No nails, hooks or screws (except for customary artwork or wall hangings) shall be driven or inserted into any part of the Premises or Building except by Building maintenance personnel, nor shall any part of the Building be defaced or damaged by Tenant.

4. Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. A reasonable number of keys to the locks on the doors in the Premises shall be furnished by Landlord to Tenant at the cost of Tenant, and Tenant shall not have any duplicate keys made. All keys and passes shall be returned to Landlord at the expiration or earlier termination of the Lease.

5. Tenant shall refer all contractors, contractors' representatives and installation technicians to Landlord for Landlord's supervision, approval and control before the performance of any contractual services. This provision shall apply to all work performed in the Building including, but not limited to installation of telephones, telegraph equipment, electrical devices and attachments, doors, entranceways, and any and all installations of every nature affecting floors, walls, woodwork, window trim, ceilings, equipment and any other physical portion of the Building. Tenant shall not waste electricity, water or air conditioning. All controls shall be adjusted only by Building personnel.

6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require the use of elevators, stairways, lobby areas, or loading dock areas, shall be restricted to hours designated by Landlord. Tenant must seek Landlord's prior approval by providing in writing a detailed listing of such activity. If approved by Landlord, such activity shall be under the supervision of Landlord and performed in the manner stated by Landlord. Landlord may reasonably prohibit any article, equipment or any other item from being brought into the Building. Tenant is to assume all risk for damage to articles moved and injury to persons resulting from such activity. If any equipment, property and/or personnel of Landlord or of any other tenant is damaged or injured as a result of or in connection with such activity conducted by Tenant or its agents or contractors, Tenant shall be solely liable for any and all damage or loss resulting therefrom.

7. All corridor doors, when not in use, shall remain closed. Tenant shall cause all doors to the Premises to be closed and securely locked before leaving the Building at the end of the day.

8. Tenant shall keep all electrical and mechanical apparatus owned by Tenant free of vibration, noise and airwaves which may be transmitted beyond the Premises.

9. Canvassing, soliciting and peddling in or about the Property are prohibited; Tenant shall cooperate and use its best efforts to prevent the same.

10. Tenant shall not use the Premises in any manner which would overload the standard heating, ventilating or air conditioning systems of the Building.

11. Tenant shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment in the Property.

12. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.

13. Tenant shall be permitted to operate within the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, scales, amusements devices and machines for sale of beverages, foods, candy, cigarettes or other goods), including those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees, and then only if such operation does not violate the lease of any other tenant in the Property.

14. Tenant shall utilize the termite and pest extermination service designated by Landlord to control termites and pests in the Premises. Notwithstanding, Landlord will ensure any existence of termites within the Premises is remediated before Tenant begins its Tenancy. Except as included in Operating Expenses, Tenant shall bear the cost and expense of such extermination services.

15. Tenant shall not open or permit to be opened any window in the Premises. This provision shall not be construed as limiting access of Tenant to any balcony adjoining the Premises.

16. To the extent permitted by law, Tenant shall not permit picketing or other union activity involving its employees or agents on the Property, except in those locations and subject to time and other constraints as to which Landlord may give its prior written consent, which consent may be withheld in Landlord's sole discretion.

17. The Premises shall not be utilized for cannabis usage, production, or distribution. Tenant shall not store, permit storage of, dispose of or permit disposal of any Hazardous Materials in, on or at the exterior of the Property. Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises, the Building, the Property and their respective use or occupancy thereof. Tenant shall not make or permit any use of the Premises, the Building or the Property, respectively, which is directly or indirectly forbidden by law, ordinance, governmental regulation or order, or direction of applicable public authority or which may be dangerous to person or property.

18. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Building or the Property; without limiting the foregoing, Tenant shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping or for any illegal purpose.

19. All deliveries to or from the Premises shall be made only at times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or any Common Areas, any pedestrian use of such area, or any use which is inconsistent with good business practice.

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20. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants on the Property.

21. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements thereto, provided such security systems, if any, shall not unreasonably interfere with Tenant's educational activities and purposes.

22. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's opinion may tend to impair the reputation of the Building or its desirability for Landlord or its other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately.

23. Neither Tenant nor any of its employees, agents, contractors, invitees or customers shall smoke in the Building or in any area outside the Building designated by Landlord (whether through the posting of a "no smoking" sign or otherwise) as a "no smoking" area. In no event shall Tenant or any of its employees, agents, contractors, invitees or customers smoke in the hallways or bathrooms of the Building or at the entrances to the Building. Landlord reserves the right to designate, from time to time, additional areas outside the Building and on the Property as "no smoking" areas, and to designate the entire Property as a "no smoking" area.

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EXHIBIT D

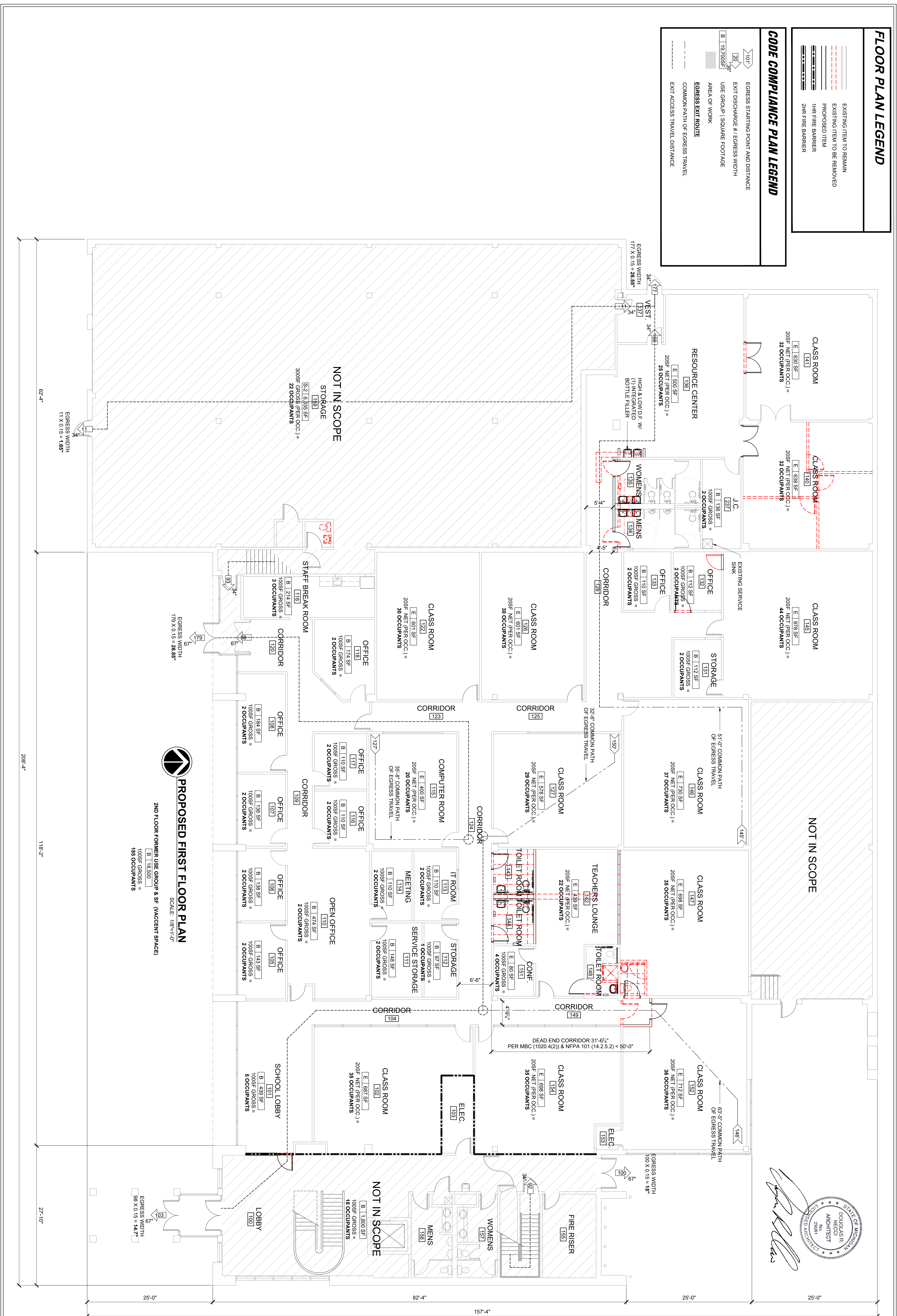
(Space Plan identified in Section 20 to be attached)

FLOOR PLAN LEGEND

- EXISTING ITEM TO REMAIN
- PROPOSED ITEM TO BE REMOVED
- 1HR FIRE BARRIER
- 2HR FIRE BARRIER

CODE COMPLIANCE PLAN LEGEND

- EGRESS STARTING POINT AND DISTANCE
- EXIT DISCHARGE #/ EGRESS WIDTH
- USE GROUP / SQUARE FOOTAGE
- AREA OF WORK
- EGRESS EXIT ROUTE
- COMMON PATH OF EGRESS TRAVEL
- EXIT ACCESS TRAVEL DISTANCE



DOUGLAS R. NECCI

 ARCHITECT

 No. 29061

 STATE OF MICHIGAN

 LICENSED ARCHITECT

 High School defined by you.	23801 INDUSTRIAL PARK RD. FARMINGTON HILLS, MI	Revisions: 	 DRN & ASSOCIATES, ARCHITECTS, PC	50850 Applebroke Dr. Northville, MI 48167 Phone: (248) 880-6523 E-Mail: dnecci@DRNarchitects.com
Date 11/14/19	Scale	Sheet No. GI-101		

FLOOR PLAN LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- PROPOSED WALL REFER TO WALL TYPES
- 1HR FIRE BARRIER
- 2HR FIRE BARRIER

DEMOLITION NOTES:

- 1 CUT AND REMOVE WALLS IN THEIR ENTIRETY
- 2 REMOVE DOOR FRAME, HARDWARE AND ANY ADJACENT GLAZING SNE FOR REUSE
- 3 REMOVE EXISTING DOOR HARDWARE AND PREP FOR NEW
- 4 REMOVE EXISTING FLOORING AND ADHESIVE DOWN TO CONCRETE SLAB
- 5 CUT AND REMOVE EXISTING CEILING GRID, PANELS, AND ALL ASSOCIATED COMPONENTS REFER TO ELEC& MECH
- 6 CUT AND REMOVE GYPSUM BOARD AND STUD WALL 7'-2" A.F.F.
- 7 REMOVE TOILET AND LAVATORY REFER TO MECH.
- 8 REMOVE WALL MOUNTED LAVATORY & MIRROR SAVE FOR RE-USE REFER TO MECH.
- 9 SAWCUT AND REMOVE SHOWER AND LAVATORY REFER TO MECH.
- 10 SAWCUT AND REMOVE CONCRETE FLOOR, COORDINATE WITH MECHANICAL DRAWINGS FOR EXACT LOCATIONS OF EXISTING SANITARY LINES

GENERAL DEMO NOTES



- 1 CUTTING DO NOT CUT STRUCTURAL ELEMENTS IN A MANNER RESULTING IN UNDESIRABLE COLLAPSE. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/STRUCTURAL ENGINEER OF ALL STRUCTURAL CUTS PRIOR TO EXECUTION SO THAT APPROVAL CAN BE OBTAINED FROM THE ARCHITECT/STRUCTURAL ENGINEER.
- 2 TEMPORARY SHORING, BRACING AND MAINTAIN INTERIOR AND EXTERIOR SHORING BRACING OR STRUCTURAL SUPPORT TO PRESERVE STABILITY AND PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF CONSTRUCTION TO REMAIN. PERFORM DEMOLITION OPERATIONS TO PREVENT UNEXPECTED OR UNCONTROLLED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED. STRENGTHEN OR ADD NEW SUPPORTS WHEN REQUIRED DURING PROGRESS OF SELECTIVE DEMOLITION.
- 3 VISUAL REQUIREMENTS FOR DEMOLITION, CUTTING AND PATCHING: DO NOT CUT AND PATCH CONSTRUCTION IN A MANNER THAT RESULTS IN VISUAL EVIDENCE OF CUTTING AND PATCHING. DO NOT CUT AND PATCH CONSTRUCTION EXPOSED IN OCCUPIED SPACES IN A MANNER THAT VISUALLY DEGRADES THE APPEARANCE OF THE BUILDING. VISUAL ASSETIC QUALITIES: REMOVE AND REPLACE CONSTRUCTION THAT HAS BEEN CUT AND PATCHED IN A VISUALLY UNSATISFACTORY MANNER.
- 4 EXISTING ITEMS TO REMAIN: PROTECT CONSTRUCTION INDICATED TO REMAIN AGAINST DAMAGE AND SOILING DURING SELECTIVE DEMOLITION. REMOVE AND PATCH CONSTRUCTION TO MATCH ADJACENT CONSTRUCTION. REMOVED SHALL BE CLEANED AND REINSTALLED IN THEIR ORIGINAL LOCATIONS AFTER SELECTIVE DEMOLITION OPERATIONS ARE COMPLETE. THE CONTRACTOR SHALL OBTAIN PERMISSION AND COORDINATE ON-SITE STORAGE WITH THE OWNER. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO REPAIRING EXISTING ITEMS DAMAGED DURING DEMOLITION AND NEW CONSTRUCTION WORK.
- 5 VISUAL REQUIREMENTS FOR EXISTING SURFACES: WHERE WALLS OR PARTITIONS ARE REMOVED EXTEND EXISTING FLOOR, WALL AND CEILING FINISHES FOR A UNIFORM FINISHED APPEARANCE. IF EXISTING FINISHES ARE DAMAGED OR REMOVED, REPAIR OR REPLACE WITH NEW MATERIALS. ARCHITECT REMOVE AND REPLACE FINISHES WITH NEW MATERIALS.
- 6 FLOOR OPENINGS PATCH TO MATCH ADJACENT SURFACES AND FIRE SEPARATION RATINGS OF EXISTING FLOOR ASSEMBLY.
- 7 DOORS: U.O.N. WHERE INDICATED TO BE REMOVED, REMOVE DOOR FRAMES STORE FOR RE USE.
- 8 CEILINGS: REMOVE AS INDICATED INCLUDING FRAMING AND SUPPORT MEMBERS. COORDINATE WITH OTHER TRADES TO CONFORM SCOPE OF DEMOLITION OPERATIONS. REMOVE AND PATCH CONSTRUCTION TO MATCH ADJACENT CONSTRUCTION. SPECIAL SYSTEM DRAWINGS FOR ADDITIONAL INFORMATION. IN THAT AREA AND NOTIFY THE GENERAL CONTRACTOR AND OWNER IMMEDIATELY.
- 9 FLOORING: WHERE MULTIPLE LAYERS OF FLOORING EXIST REMOVE ALL LAYERS TO EXPOSE CONCRETE SLAB, UNLESS OTHERWISE NOTED VERIFI IN FIELD.
- 10 FIRE RATED ASSEMBLIES: REPAIR ALL REMAINING SPRAY APPLIED FIRE RESISTIVE MATERIALS OR FIRE RATED ASSEMBLIES DAMAGED DURING DEMOLITION TO ORIGINAL FIRE PROTECTION REQUIREMENTS, CONTACT THE ARCHITECT TO VERIFY U.L. ASSEMBLIES TO BE USED FOR REPAIRS.
- 11 FIELD VERIFY: ITEMS NOTED AS EXISTING TO REMAIN AND NOTIFY ARCHITECT OF ANY DISCREPANCIES FROM CONDITIONS INDICATED IN THE DRAWINGS.
- 12 DEMOLISH AND REMOVE EXISTING CONSTRUCTION AS INDICATED AND TO THE EXTENT REQUIRED TO COMPLETE THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS WITH ALL GOVERNING REGULATIONS TO COMPLETE THE WORK. ALL MEASURES NECESSARY TO ASSURE SAFE DEMOLITION OF THE AREAS INDICATED ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 13 MECHANICAL, ELECTRICAL, PLUMBING AND SPECIAL SYSTEMS DRAWINGS: DRAWINGS: COORDINATE DEMOLITION WORK INDICATED ON THESE DRAWINGS.
- 14 HAZARDOUS MATERIALS: IF THE PRESENCE OF HAZARDOUS MATERIAL OR SUSPECTED HAZARDOUS MATERIAL IS ENCOUNTERED DURING THE PROCESS OF DEMOLITION OPERATIONS NOTIFY ARCHITECT/ENGINEER IMMEDIATELY AND COMPLY WITH OSHA REGULATIONS RELATED TO WORK IN THAT AREA.
- 15 ASBESTOS: IF SUSPECTED ASBESTOS CONTAINING MATERIAL IS ENCOUNTERED, CEASE WORK IN THAT AREA AND NOTIFY THE GENERAL CONTRACTOR AND OWNER IMMEDIATELY.



Douglas R. Necci
 STATE OF MICHIGAN
 DOUGLAS R. NECCI
 ARCHITECT
 No. 25861
 LICENSED ARCHITECT

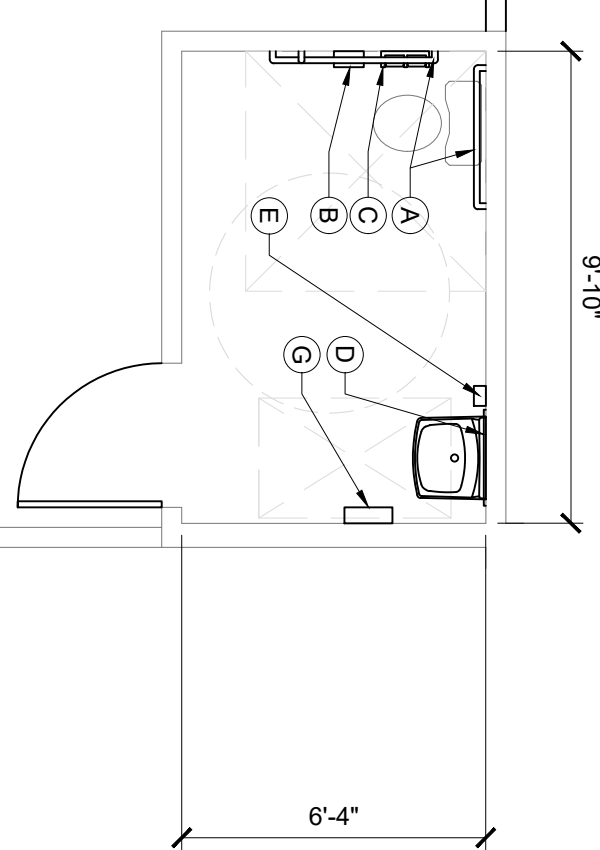
Date 11/14/19 Sht. No. AD-100	 High School defined by you.	23801 INDUSTRIAL PARK RD. FARMINGTON HILLS, MI	Revisions:	 DRN & ASSOCIATES, ARCHITECTS, PC	50850 Applebrooke Dr. Northville, MI 48167 Phone: (248) 880-6523 E-Mail: dnecci@DRNarchitects.com
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FLOOR PLAN LEGEND

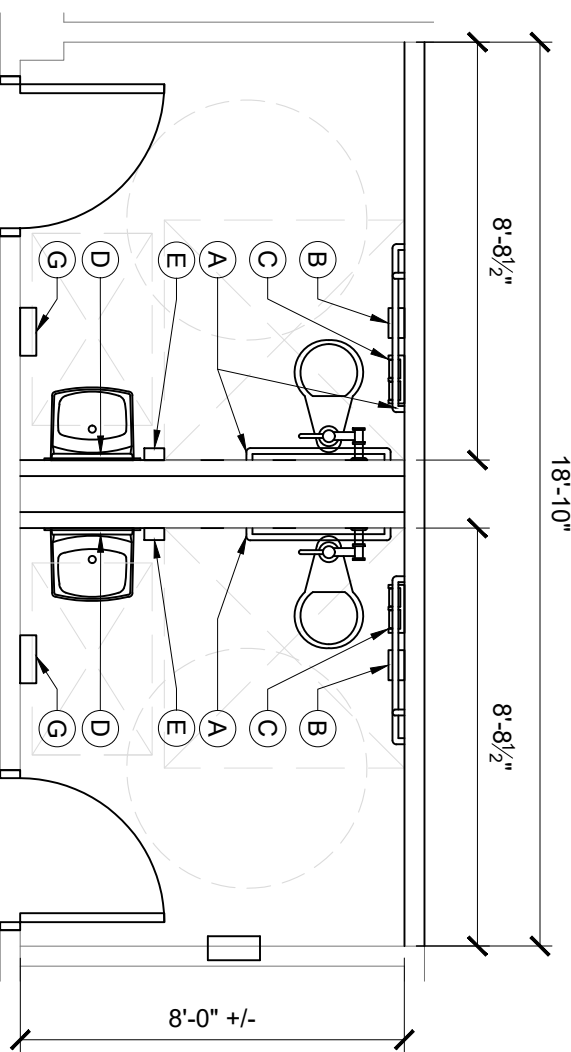
-  EXISTING ITEM TO REMAIN
-  EXISTING ITEM TO BE REMOVED
-  PROPOSED ITEM
-  1HR FIRE BARRIER
-  2HR FIRE BARRIER

TOILET ACCESSORIES SCHEDULE

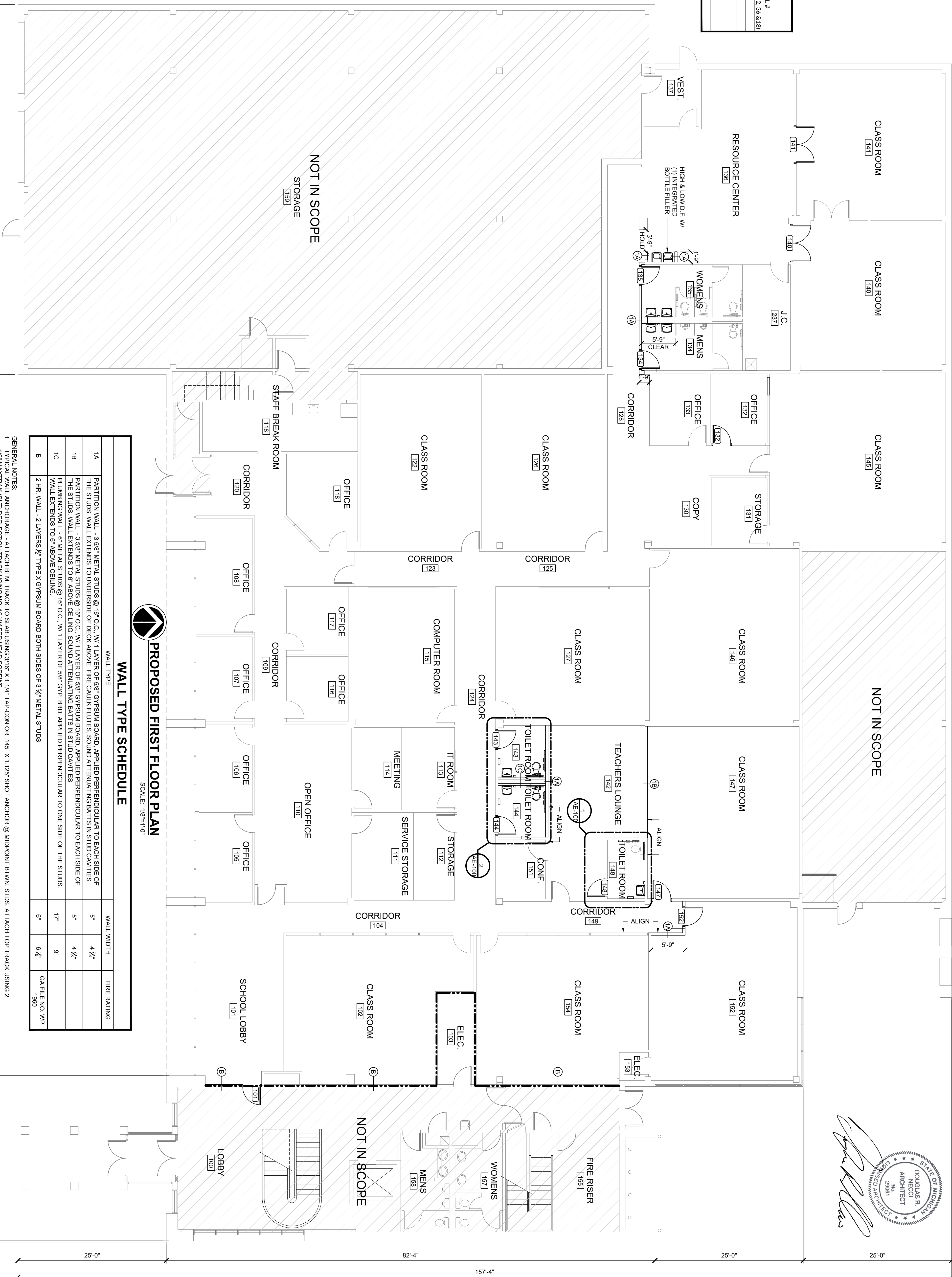
MARK	DESCRIPTION	MANUF.	MODEL #
A	ADA GAB BAR 1.1/4" DIA.	BOBRICK	B-5805.97 X 142.36 6.181
B	SURFACE MOUNTED SANITARY NAPKIN DISPOSAL	BOBRICK	B-931.99
C	TOILET TISSUE DISPENSER 2 ROLLS	BOBRICK	B-272
D	CHANNEL FRAME MIRROR WELDED CORNERS 24 X 36	BOBRICK	B145-2436
E	SURFACE MOUNTED SOAP DISPENSER	BOBRICK	B18645
F	CHANNEL FRAME MIRROR WELDED CORNERS 30" X 48"	BOBRICK	B145-2436
G	SURFACE MOUNTED PAPER TOWEL DISPENSER	BOBRICK	B-262



1 ENLARGED TOILET ROOMS
SCALE: 1/4"=1'-0"



2 ENLARGED TOILET ROOMS
SCALE: 1/4"=1'-0"



PROPOSED FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

WALL TYPE SCHEDULE

WALL TYPE	WALL WIDTH	FIRE RATING
1A PARTITION WALL - 3/8" METAL STUDS @ 16" O.C. W/ 1 LAYER OF 5/8" GYPSUM BOARD. APPLIED PERPENDICULAR TO EACH SIDE OF THE STUDS. WALL EXTENDS TO UNDERSIDE OF DECK ABOVE. FINE GULF FILTERS SOUND ATTENUATING BATTIS IN STUD CAVITIES	5"	4 1/2"
1B PARTITION WALL - 3/8" METAL STUDS @ 16" O.C. W/ 1 LAYER OF 5/8" GYPSUM BOARD. APPLIED PERPENDICULAR TO EACH SIDE OF THE STUDS. WALL EXTENDS TO 6" ABOVE CEILING. SOUND ATTENUATING BATTIS IN STUD CAVITIES	5"	4 1/2"
1C PLUMBING WALL - 6" METAL STUDS @ 16" O.C. W/ 1 LAYER OF 5/8" GYP. BRD. APPLIED PERPENDICULAR TO ONE SIDE OF THE STUDS. WALL EXTENDS TO 6" ABOVE CEILING.	17"	9"
B 2 HR. WALL - 2 LAYERS 2" TYPE X GYPSUM BOARD BOTH SIDES OF 3 1/2" METAL STUDS	6"	6 1/2"

- GENERAL NOTES:**
- TYPICAL WALL ANCHORAGE - ATTACH BTRY. TRACK TO SLAB USING 3/16" X 1 1/4" TAP-CON OR 1/45" X 1.125" SHOT ANCHOR @ MIDDLE POINT BTRY. STDS. ATTACH TOP TRACK USING 2
 - WALL ANCHORS (SEE DETAIL) TO BE INSTALLED AT 48" ON CENTER.
 - PROVIDE SOUND ATTENUATING BATTIS IN STUD CAVITIES.
 - DESIGNATIONS ABOVE ARE GENERALIZED REFER TO ASSEMBLY CERTIFICATION FOR DETAILED SPECIFICATIONS
 - FIRE DAMPERS TO BE INSTALLED IN ALL FIRE RATED WALLS



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23801 INDUSTRIAL PARK RD.
FARMINGTON HILLS, MI

Date: 11/14/19
Scale: 1/8"=1'-0"
Sheet No.: AE-100



WOOD:

ALL INTERIOR DIMENSIONAL LUMBER INCLUDING WOOD NAILERS, BLOCKING, FRAMING, FLOORING AND PL WOOD PANELS SHALL BE FIRE RETARDANT TREATED.

ALL EXTERIOR DIMENSIONAL LUMBER INCLUDING WOOD NAILERS, BLOCKING, CANTS, FRAMING, PL WOOD PANELS SHALL BE PRESERVATIVE AND FIRE RETARDANT TREATED. PROVIDE WOOD BLOCKING AT ALL WALL HUNG MONITORS, CABINETS OR SIMILAR.

METAL:
ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID MOLECULAR BREAKDOWN.

NON-LAD BEARING METAL STUDS:
STUD SPACINGS SHALL NOT EXCEED 2'-0" MAXIMUM. REDUCE STUD SPACINGS AS REQUIRED TO COMPLY WITH SPAN DEFLECTION LIMITATIONS. REFER TO SPECIFICATIONS FOR STUD GA.

BOARD CONTROL JOINTS/
INSTALL DOUBLE STUD FRAMING ON BOTH SIDES OF OPENINGS (COORDINATE WITH GYPSUM BOARD CONTROL JOINTS)

LOCATE METAL STUD DIRECTLY BEHIND ALL WALL DOOR STOPS.
AT ALL STUD WALLS WHICH DO NOT EXTEND TO DECK, PROVIDE METAL STUD BRACING TO BUILDING STRUCTURE AT 4'-0" OC MAXIMUM AND AT ALL DOOR JAMBS. ALTERNATE BRACING EACH SIDE OF WALL.

PROVIDE CONCEALED FRT WOOD BLOCKING OR FLAT METAL PLATES WITHIN METAL STUD PARTITIONS AT WALL MOUNTED ACCESSORIES, SINKS, CABINETS, EQUIPMENT, ETC.

ELECTRICAL OUTLETS OR SWITCHES SERVING DIFFERENT ROOMS AND LOCATED ON A COMMON DIVIDING WALL SHALL BE SPACED A MINIMUM OF ONE STUD SPACE APART.

GYPSUM BOARD:

CONTROL JOINTS SHALL BE INSTALLED IN GYPSUM BOARD WHERE INDICATED ON THE DRAWINGS AND, WHEN NOT INDICATED, AT THE FOLLOWING LOCATIONS:
AT BUILDING JOINTS (EXPANSION, SEISMIC, OR CONTROL JOINTS);
AT TRANSITIONS BETWEEN DIFFERENT SUBSTRATES

UNINTERRUPTED STRAIGHT PARTITIONS OR FURRED WALLS: 30-FT MAX
INTERIOR CEILINGS (W/ PERIMETER RELIEF): 30-FT MAX
INTERIOR CEILINGS (W/O PERIMETER RELIEF): 30-FT MAX

WHERE CEILING FRAMING MEMBERS CHANGE DIRECTIONS
ONE SIDE OF OPENINGS EQUAL TO OR LESS THAN 4'-FT WIDE;
BOTH SIDES FOR OPENINGS GREATER THAN 4'-FT WIDE;

DETAILS
NOT REQUIRED WHEN DOUBLE JAMB STUDS ARE INSTALLED COORDINATE WITH DOOR

WHERE A CONTROL JOINT OCCURS IN AN ACOUSTICAL OR FIRE RATED SYSTEM, 5/8" GYPSUM BOARD BACKING SHALL BE INSTALLED
SUBMIT CONTROL JOINT LAYOUT TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. REFER TO THE SPECIFICATIONS FOR ADDITIONAL CONTROL JOINT REQUIREMENTS.

PENETRATIONS:
SEAL ALL UTILITY PENETRATIONS AS FOLLOWS:
FIRE RATED FLOORS: THROUGH PENETRATION FIRE STOPPING SYSTEM, MATCH FIRE RATING OF THE FLOOR
NON-RATED FLOORS: THROUGH PENETRATION FIRE STOPPING SYSTEM, ONE HOUR FIRE RATED

FIRE RATED WALLS: THROUGH PENETRATION FIRE STOPPING SYSTEM, MATCH FIRE RATING OF THE WALL
NON-RATED WALLS: FILL VOIDS/ANNULAR SPACES WITH MINERAL WOOL INSULATION AND APPLY ACOUSTICAL SEALANT TO BOTH SIDES OF WALL. EXCEPTIONS: CONDUIT SLEEVES AND TRAYS FOR LOW VOLTAGE CABLES AND ELECTRICAL BUSWAYS SHALL RECEIVE A ONE HOUR THROUGH PENETRATION FIRE STOPPING SYSTEM

FLOOR PENETRATIONS: FOR UTILITIES, CONTAINED WITHIN FIRE RATED SHAFTS DO NOT REQUIRE FIRE STOPPING, EXCEPT WHEN THE FLOOR FORMS THE BOTTOM OR TOP OF THE SHAFT. UTILITY PENETRATIONS THROUGH MEZZANINE FLOORS WHERE THE MEZZANINE IS OPEN TO THE ROOM DO NOT REQUIRE FIRE STOPPING.

UTILITY PENETRATIONS SHALL INCLUDE ALL BUILDING SYSTEMS INCLUDING BUT NOT LIMITED TO: PIPING, DUCTWORK, CONDUIT, STEEPERS/TRAYS FOR LOW VOLTAGE CABLES AND ELECTRICAL BUSWAYS.

SEAL ALL WALL STRUCTURAL ELEMENT PENETRATIONS (I.E.: BEAMS, BAR JOISTS, BRACING, ETC.) AT FIRE RATED WALLS USE A FIRE RATED THROUGH PENETRATION FIRE STOPPING SYSTEM WITH RATING OF THE WALL. AT NON-RATED WALLS USE ACOUSTICAL SEALANT AT BOTH SIDES OF WALL.

FIRE RESISTIVE JOINT SEALANTS AND SPRAYS SHALL COMPLETELY COVER MINERAL WOOL WITH THICKENS APPLICATION PER MANUFACTURER'S DIRECTIONS TO SATISFY FIRE RATING. OVERLAP ON TO WALL DECK OR OTHER ADJACENT CONSTRUCTION AS REQUIRED BY THE MANUFACTURER.

ACCESS PANELS:
ACCESS PANELS AT WALLS, CHASES AND NON-ACCESSIBLE CEILING AS REQUIRED FOR SERVICE OF VALVES, EQUIPMENT, SPECIAL SYSTEMS OR OTHER CONTROLS.
ACCESS PANELS ARE TO BE PROVIDED BY OTHER TRADES FOR INSTALLATION BY ARCHITECTURAL TRADES.
ACCESS PANELS SHALL BE LOCATED AND ADEQUATELY SIZED TO ALLOW FOR ROUTINE MAINTENANCE AND FUTURE REPLACEMENT OF THE ITEMS BEING SERVICED.
ACCESS PANELS INSTALLED IN FIRE-RATED ASSEMBLIES SHALL BE FIRE-RATED TO MATCH THE ADJACENT ASSEMBLY RATING.
ACCESS PANELS SHALL BE PAINTED TO MATCH ADJACENT SURFACES

CONTRACTOR GENERAL CONDITIONS NOTES:

THE CONTRACTOR SHALL VISIT THE PROJECT SITE BEFORE SUBMITTING HIS BID. SUBMITTING A BONA FIDE BID SHALL BE VERIFICATION AND ACKNOWLEDGEMENT BY THE CONTRACTOR THAT A SITE VISIT WAS PERFORMED. THE EXISTING CONDITIONS AT THE PROJECT SITE TO BE TOLERATED BY THE CONTRACTOR SHALL BE THE CONDITIONS AND CONDITIONS OF THE PROJECT AS SHOWN ON THE DRAWINGS AND THE CONDITIONS IN DETAIL. ALL THE WORK INCLUDED IN THE CONTRACT DOCUMENTS FOR THE PRICE INCLUDED IN THE BID AND WITHIN THE TIME ALLOWED IN THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL NOT BE ALLOWED ANY EXTENSION OF TIME OR INCREASE IN PAYMENT DUE TO ANY CLAIM BY THE CONTRACTOR REGARDING ANY EXISTING CONDITION.

THE CONTRACTOR SHALL VISIT THE PROJECT SITE AND VERIFY ALL FIELD DIMENSIONS BEFORE BEGINNING ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL COMPARE FIELD DIMENSIONS WITH THE CONSTRUCTION DOCUMENTS AND NOTIFY THE ARCHITECT IN WRITING OF ALL DISCREPANCIES OR OMISSIONS. FAILURE TO VERIFY FIELD DIMENSIONS SHALL NOT BE A BASIS FOR THE CONTRACTOR TO BE RESPONSIBLE TO VERIFY FIELD DIMENSIONS SHALL BE AT THE CONTRACTORS EXPENSE WITH NO ADDITIONAL COMPENSATION.

HAZARDOUS MATERIALS: A HAZARDOUS MATERIAL SURVEY HAS NOT BEEN COMPLETED FOR THE PROJECT. THE OWNER ACCEPTS ALL RESPONSIBILITY FOR HAZARDOUS MATERIALS. THE CONTRACTOR SHALL VERIFY THE HAZARDOUS MATERIAL EXISTING BEFORE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER IF ANY HAZARDOUS MATERIAL IS DISCOVERED DURING CONSTRUCTION.

THE DEFINITION OF "WORK" IS:

THE CONSTRUCTION AND SERVICES REQUIRED BY THE CONTRACT DOCUMENTS, INCLUDING BUT NOT LIMITED TO: LABOR, MATERIALS, EQUIPMENT, SUPERVISION, ETC. REQUIRED TO PROVIDE A COMPLETE INSTALLATION MEETING ALL REGULATORY REQUIREMENTS READY FOR OCCUPANCY.

THE WORK IS LIMITED TO THE SCOPE OF WORK INDICATED ON THE CONTRACT DOCUMENTS AND TO THE LIMITS OF CONSTRUCTION INDICATED. ANY CHANGE TO THE SCOPE OF WORK BEYOND THE LIMITS OF CONSTRUCTION REQUIRES PRIOR APPROVAL BY THE ARCHITECT. THE CONTRACTOR SHALL SUBMIT WRITTEN NOTIFICATION TO THE ARCHITECT AND OBTAIN APPROVAL FROM THE ARCHITECT BEFORE BEGINNING ANY WORK NOT WITHIN THE SCOPE OF WORK INDICATED ON THE CONTRACT DOCUMENTS WITHOUT PRIOR WRITTEN APPROVAL. SHALL BE AT THE CONTRACTOR SOLE RISK AND EXPENSE.

THE CONTRACTOR SHALL OBTAIN PERMITS AND PERMISSIONS FROM ALL REGULATORY AGENCIES HAVING JURISDICTION OVER THE WORK. CONTRACTOR SHALL SUBMIT COPIES OF ALL REGULATORY PERMITS AND PERMISSIONS TO ARCHITECT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COMPLIANCE WITH ALL REGULATORY REQUIREMENTS, CODES, ORDINANCES ETC. INCLUDING APPLICATION, MEETINGS COSTS, INSPECTIONS AND POSTING, UNLESS NOT OTHERWISE STATED. THE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL ALL REQUIRED REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO REQUIRED PERMITS FOR CONSTRUCTION, ARE COMPLETED.

CRITICAL PATH CONSTRUCTION SCHEDULE: WITHIN 5 DAYS AFTER EXECUTION OF THE OWNER/CONTRACTOR AGREEMENT, THE CONTRACTOR SHALL SUBMIT A DETAILED CRITICAL PATH CONSTRUCTION SCHEDULE FOR THE PROJECT TO THE OWNER AND ARCHITECT. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANTICIPATED DELAYS IN THE WORK FOR ANY REASON.

PROJECT SIGN OR BULLETIN BOARD: PREPARE PROJECT IDENTIFICATION AND PERMIT POSTING AS REQUIRED BY LOCAL, MUNICIPALITY, STATE AND FEDERAL LAW. INSTALL PERMITS THROUGH EXISTING FLOOR ASSEMBLIES AND FIRE RATED PARTITIONS AND WALLS SHALL BE SEALED WITH UL LISTED AND ARCHITECT APPROVED FIRE STOP ASSEMBLIES. CONTRACTOR SHALL SUBMIT PROPOSED METHOD OF SEALING TO THE ARCHITECT FOR APPROVAL BEFORE INSTALLATION.

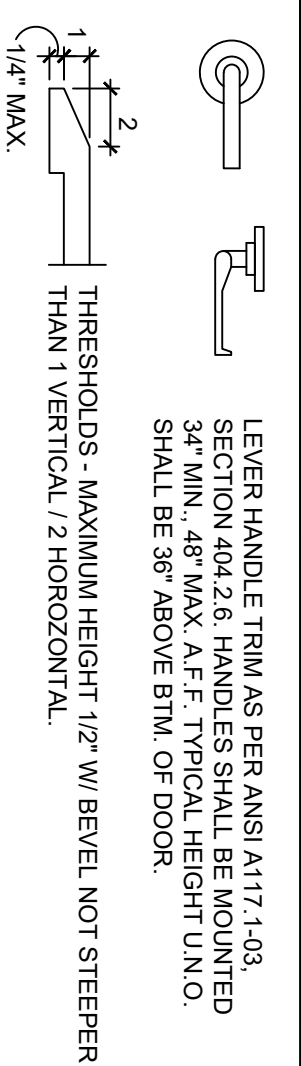
PROVIDE 24 HOURS ADVANCE NOTICE TO OWNER FOR ACCESS TO AREAS OUTSIDE OF THE SCOPE OF WORK. ACCESS SHALL BE COORDINATED WITH OWNER. ALL WORK OUTSIDE THE SCOPE OF WORK SHALL BE SCHEDULED FOR NON BUSINESS HOURS. PENETRATIONS THROUGH EXISTING FLOOR ASSEMBLIES AND FIRE RATED PARTITIONS AND WALLS SHALL BE SEALED WITH UL LISTED AND ARCHITECT APPROVED FIRE STOP ASSEMBLIES. CONTRACTOR SHALL SUBMIT PROPOSED METHOD OF SEALING TO THE ARCHITECT FOR APPROVAL BEFORE INSTALLATION.

OWNER SUPPLIED FURNISHINGS AND EQUIPMENT: CONTRACTOR SHALL NOT PROCEED WITH ANY WORK REQUIRING COORDINATION WITH OWNER SUPPLIED FURNISHINGS AND EQUIPMENT UNTIL SUBMITTALS HAVE BEEN RETURNED AFTER REVIEW BY THE OWNER AND ARCHITECT. CONTRACTOR SHALL COORDINATE AND ACCOMMODATE ALL OWNER SUPPLIED FURNISHINGS AND EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS RESULTING FROM THE CONTRACTORS FAILURE TO OBTAIN REVIEWS.

THE CONTRACTOR SHALL NOT KNOWINGLY PURCHASE OR ORDER ANY MATERIAL OR EQUIPMENT WHOSE DELIVERY SCHEDULE COULD CAUSE THE PROJECT TO BE DELAYED. EXISTING CONDITIONS: CONTRACTOR SHALL BE RESPONSIBLE AT NO ADDITIONAL COST FOR CORRECTING EXISTING FINISHES THAT THEY DAMAGED AND DEFECTIVE FINISHES TO MATCH NEW FINISHES IN THE SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO GYPSUM BOARD PANELS ON WALLS AND CEILINGS, CONCRETE SUBSTRATES, ACOUSTICAL GRID AND CEILING PANELS, AND OTHER SIMILAR FINISH MATERIALS. PATCH ADJACENT AREAS TO MATCH EXISTING FINISHES. PATCH ADJACENT AREAS TO MATCH EXISTING FINISHES. PATCH ADJACENT AREAS TO MATCH EXISTING FINISHES. PATCH ADJACENT AREAS TO MATCH EXISTING FINISHES.

TEMPORARY UTILITIES: USE REASONABLE QUANTITIES FROM THE OWNERS EXISTING WATER, SANITARY WASTE AND ELECTRICAL SYSTEMS WITHOUT INTERFERING AND WITHOUT PAYMENT OF USE CHARGES. CONTRACTOR SHALL PROVIDE AND PAY FOR ALL CHARGES, INCLUDING BUT NOT LIMITED TO INSTALLATION, FOR TEMPORARY TELEPHONE SERVICE.
CLEANING: CONTRACTOR SHALL PROVIDE DAILY AND FINAL CLEANING, CONDUIT CLEANING AND WASTE REMOVAL OPERATIONS TO COMPLY WITH LOCAL LAWS AND ORDINANCES AND FEDERAL AND LOCAL ENVIRONMENTAL AND AIR POLLUTION REGULATIONS. EMPLOY EXPERIENCED WORKERS OR PROFESSIONAL CLEANERS FOR FINAL CLEANING. CLEAN EACH SURFACE OR UNIT TO CONDITION EXPECTED IN AN EXISTING BUILDING. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE PROGRAM, COMPLY WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

TYPICAL TRIM



CLOSERS - DOOR CLOSERS SHALL BE ADJUSTED SO THAT CLOSING SPEED COMPLETS W/ ANSI A117.1-03, SECTION 04.27.1 (5 SECONDS MIN, 90° TO 120°).
DOOR OPENING FORCE - MAXIMUM 5 POUNDS PER ANSI A117.1-03, 04.2.8.

ABBREVIATIONS:
OPT - CARPET
CONC - CONCRETE
EXIST - EXISTING
PNT - PAINT
RB - RUBBER BASE
STN - STAIN
VCT - VINYL COMPOSITE TILE
WD - WOOD

GENERAL NOTES:

- SUBMIT PRODUCT DATA AND SAMPLES FOR EACH TYPE OF PRODUCT INDICATED. ALL FLOORING MATERIAL MUST BE FROM SAME DYE LOT OR MANUFACTURERS PRODUCT RUN. CARTON PRODUCTS MUST BE IN SAME SEQUENCE.
- ALL FLOORING INSTALLATION AND FLOOR PREPARATION SHALL BE PERFORMED BY AN EXPERIENCED CERTIFIED INSTALLER.
- CONTRACTOR TO CONDITION ALL FLOORING MATERIAL ON SITE FOR AT LEAST 24 HOURS PRIOR TO INSTALLATION AND MAINTAIN AIR AND FLOOR TEMPERATURE AT A MINIMUM OF 65 DEGREES FAHRENHEIT, 48-72 HOURS PRIOR TO DURING AND AFTER INSTALLATION.
- CONCRETE SUBSTRATES SHALL BE SOUND AND FREE OF OIL, GREASE, PAINT, AND ANY OTHER FOREIGN SUBSTANCE THAT MAY INHIBIT ADHESION.
- CONCRETE SURFACES MUST BE SMOOTH AND LEVEL PRIOR TO INSTALLATION. HIGH POINTS ARE TO BE GRANDED. LOW POINTS ARE TO BE SKIM COATED.
- THROWABLE LEVELING AND PATCHING COMPOUNDS TO BE A CARPET MANUFACTURER APPROVED LATEX-FORTIFIED PORTLAND CEMENT BASED PATCH OR LEVELING COMPOUND. FLOORING CONTRACTORS SHALL BE RESPONSIBLE FOR ALL FLOOR LEVELING TO ACHIEVE A SMOOTH AND LEVEL SUBSTRATE.
- SWEEP OR VACUUM THE ENTIRE AREA PRIOR TO APPLYING ADHESIVE. DO NOT USE SWEEPING COMPANIES AFTER CLEANING EXAMINE SUBSTRATES FOR MOISTURE, ALKALINE SALTS, CARBONATION, OR DUST.
- INSTALL METAL STUDS AT 1'-4" OC MAX.
- REFER TO DOOR AND FRAME SCHEDULE FOR FINISHING OF DOORS AND FRAMES.
- COMPLY WITH ALL MANUFACTURERS WRITTEN RECOMMENDATIONS AND SPECIFICATIONS.
- VINYL/RUBBER WALL BASE TO BE APPLIED TO SMOOTH SURFACE PRIOR TO INSTALLING NEW WALL BASE. SAND PATCH AND PAINT WALLS WHERE EXISTING RUBBER BASE HAS BEEN REMOVED.
- ANY DEVIATION FROM MATERIAL SCHEDULE SHALL BE APPROVED BY OWNER.
- ALL SHOWER FLOORS TO BE T-5 SLOPPED MIN 4% TO DRAIN.
- ALL SHOWER WALLS TO BE T-3.
- ALL EXPOSED CONCRETE FLOORS TO BE SEALED USING CLEAR WATER BASED SEALANT.
- ALL WALL BASE TO REMAIN U.O.N.
- COORDINATE ALL PAINT COLORS WITH OWNER.
- ALL NEW WALLS TO BE PAINTED TO MATCH ADJACENT.
- DOOR PANELS TO BE SOLID CORE WITH VENEER FACES PRE STAINED AND FINISHED TO MATCH EXISTING.
- FLOOR TRANSITIONS WHICH OCCUR AT DOORS SHALL BE CENTERED BENEATH THE DOOR WHILE IN THE CLOSED POSITION.
- PROVIDE SHOP DRAWINGS FOR ARCHITECT'S REVIEW PRIOR TO PROCUREMENT.
- HARDWARE SETS TO MATCH EXISTING BUILDING STANDARD, AND SHALL COMPLY WITH ALL CODES.
- REUSE EXISTING DOORS WHEN AVAILABLE.

ROOM FINISH SCHEDULE

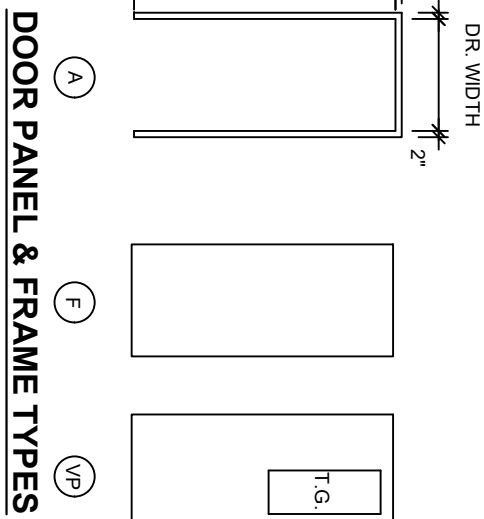
ROOM NO.	ROOM NAME	WALL FINISH			WALL BASE	FLOOR	CEILING	REMARKS
		NORTH	EAST	WEST				
101	SCHOOL LOBBY	PNT	PNT	PNT	RB	EXIST	EXIST	
102	CLASS ROOM	PNT	PNT	PNT	RB	EXIST	EXIST	
132	OFFICE	PNT	PNT	PNT	RB	EXIST	EXIST	
134	MENS	PNT	PNT	PNT	RB	EXIST	EXIST	
135	WOMENS	PNT	PNT	PNT	RB	EXIST	EXIST	
140	CLASS ROOM	PNT	PNT	PNT	RB	CONC.	EXIST	
141	CLASS ROOM	PNT	PNT	PNT	RB	EXIST	EXIST	
142	TEACHERS LOUNGE	PNT	PNT	PNT	RB	CONC.	EXIST	
143	TOILET ROOM	PNT	PNT	PNT	RB	VCT	EXIST	
144	TOILET ROOM	PNT	PNT	PNT	RB	VCT	GYPPNT	
147	CLASSROOM	PNT	PNT	PNT	RB	CONC.	EXIST	
148	TOILET ROOM	PNT	PNT	PNT	RB	VCT	EXIST	
152	CLASS ROOM	PNT	PNT	PNT	RB	CONC.	EXIST	
154	CLASS ROOM	PNT	PNT	PNT	RB	EXIST	EXIST	

DOOR AND FRAME SCHEDULE

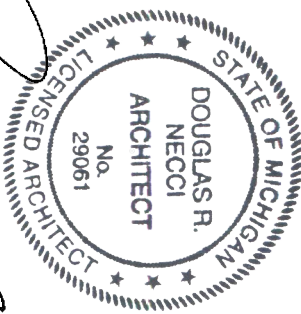
DOOR NO.	WIDTH x HEIGHT	THICKNESS	DOOR			FRAME			HARDWARE SET	REMARKS
			MATERIAL	FINISH	TYPE	MATERIAL	FINISH	TYPE		
101	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	ENTRY	90MIN FIRE RATED DOOR	
132	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	OFFICE		
134	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	PUSH PULL		
135	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	PUSH PULL		
140	(2) 3'-0" X 7'-0"	1 1/2"	VP	STN	A	HM	PNT	GLASS		
141	(2) 3'-0" X 7'-0"	1 1/2"	VP	STN	A	HM	PNT	GLASS		
143	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	PRIVACY		
144	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	PRIVACY		
147	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	GLASS		
148	3'-0" X 7'-0"	1 1/2"	WD	STN	A	HM	PNT	PRIVACY		
152	3'-0" X 7'-0"	1 1/2"	VP	STN	A	HM	PNT	GLASS		

T.G. - TEMPERED GLASS COMPLIING WITH IRC SECTION 703.2.1.2. SAFETY GLAZING REQUIREMENTS SHALL BE USED FOR ALL GLAZING. ALL SAFETY GLAZING SHALL COMPLY WITH CPSC 16 CFR 1201, CATEGORY II, UNLESS NOTED OTHERWISE.

WHERE FIRE RATED ARE INDICATED, PROVIDE MFC TABLE 716.5, FIRE RATED DOOR ASSEMBLIES SHALL BE LABELED BY AN APPROVED AGENCY AND SHALL COMPLY WITH NFPA 80, AND SHALL BE PERMANENTLY AFFIXED TO THE DOOR FRAME, MFC 716.5.7. UNLESS NOTED OTHERWISE, ALL INFORMATION.



DOOR PANEL & FRAME TYPES



Douglas R. Necci



Revisions:

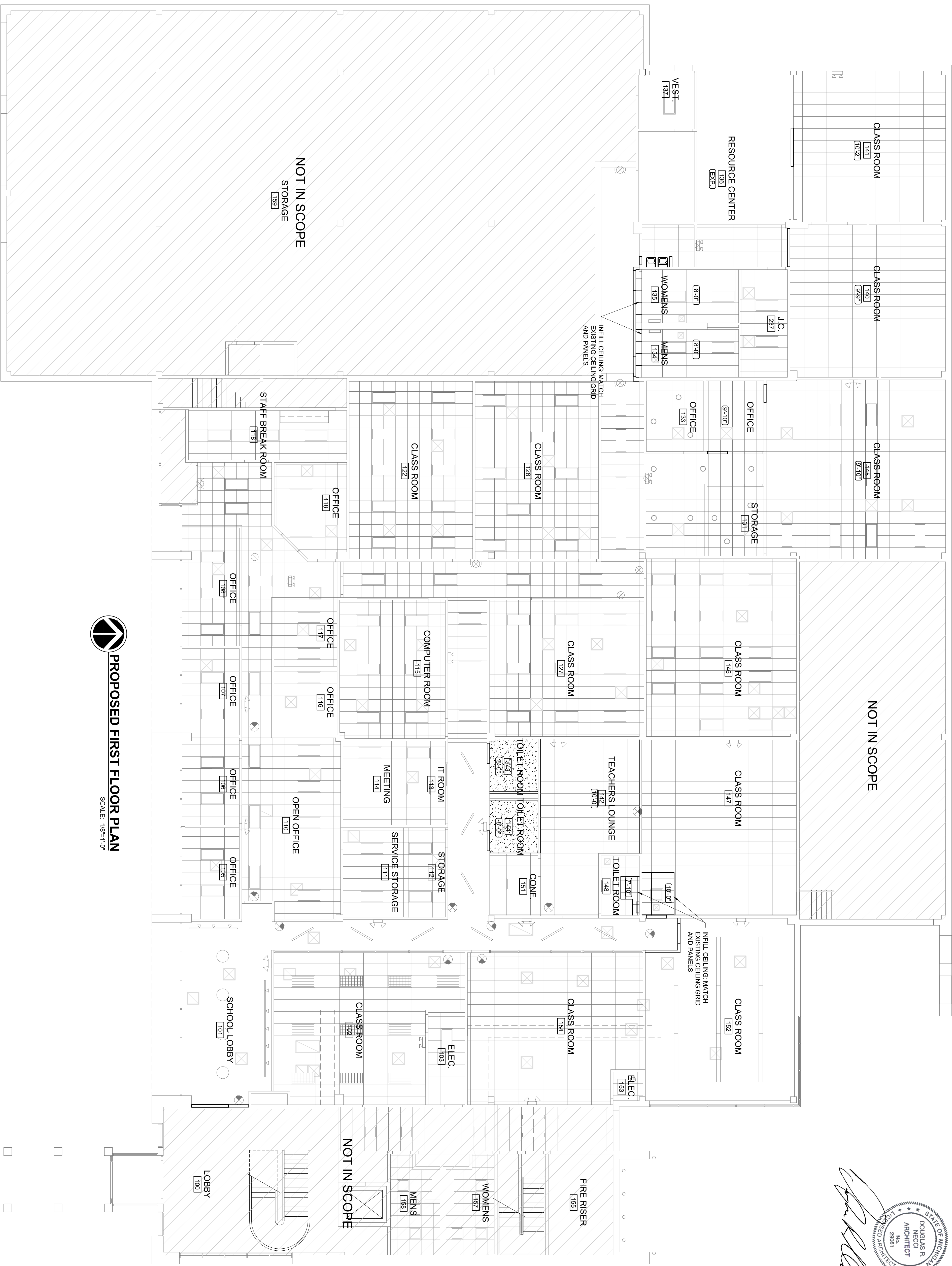
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FARMINGTON HILLS, MI



CEILING PLAN LEGEND

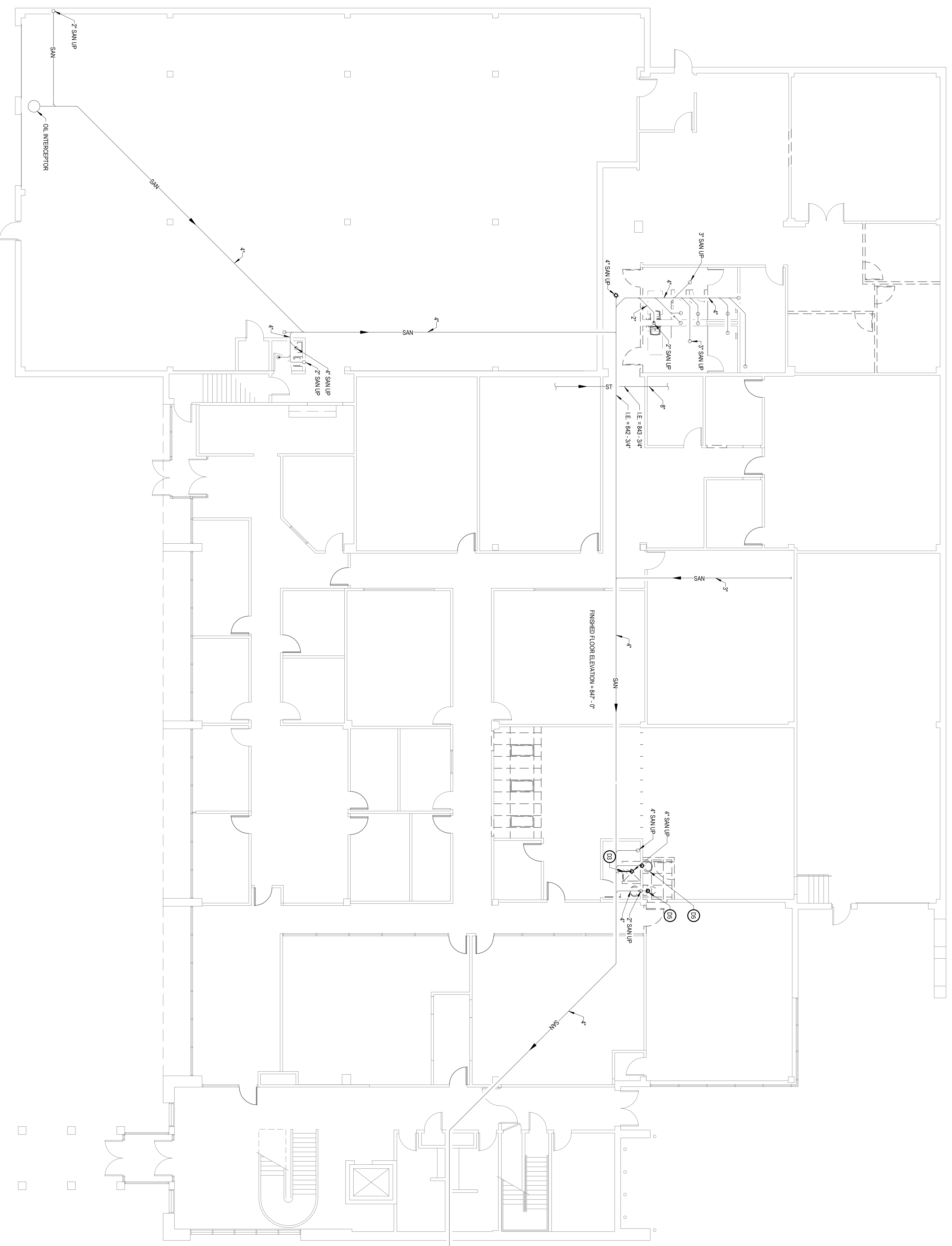
SYMBOL	ITEM
	GYPSUM BOARD CEILING
	24\"/>
	LINEAR LIGHT
	LAY IN LIGHT
	24\"/>
	EXHAUST FAN
	RECESSED DOWN LIGHT - LED
	LED WALL SCONCE UP AND DOWN LIGHT
	EMERGENCY LIGHT

GENERAL NOTES:
 CONTRACTOR TO SUBMIT PHOTOMETRICS TO ARCHITECT FOR APPROVAL.
 REFER TO ELEC. AND MECH. DRAWINGS FOR FURTHER INFORMATION.
 LIGHT FIXTURES SHALL BE LOCATED IN THE CENTER OF THE ROOM OR SPACE UNLESS NOTED OTHERWISE.
 LIGHT FIXTURES IN ACOUSTICAL CEILING PANELS SHALL BE CENTERED IN THE PANEL UNLESS NOTED OTHERWISE.
 SUPPLY RETURN OR EXHAUST REGISTERS LOCATED IN THE CORNER OF A ROOM OR SOFFIT SHALL BE LOCATED AS INDICATED ON THE DRAWINGS.
 IN THE EVENT OF CONFLICTS BETWEEN THE REFLECTED CEILING PLANS AND THE CORRESPONDING DRAWINGS OF OTHER DISCIPLINES, THE CONTRACTOR SHALL BRING THE CONFLICT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION PRIOR TO INSTALLATION.



PROPOSED FIRST FLOOR PLAN
 SCALE: 1/8"=1'-0"

Douglas R. Necci
 DOUGLAS R. NECCI
 ARCHITECT
 STATE OF MICHIGAN
 LICENSED PROFESSIONAL ARCHITECT
 28061

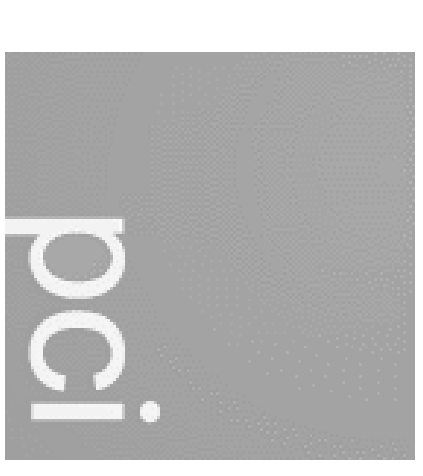


KEYNOTES

- DEMOLITION**
 NOTE: NOT ALL KEYNOTES MAY BE USED
- 01 LEGEND SYMBOL INDICATOR
 - 02 REMOVE DUCTWORK, ASSOCIATED HANGERS & SUPPORTS COMPLETELY
 - 03 REMOVE DIFFUSERS/VENTIL GRILLE, ASSOCIATED HANGERS & SUPPORTS COMPLETELY
 - 04 REMOVE SPACES & ASSOCIATED FINISH, HANGERS & SUPPORTS COMPLETELY. CAP OVER & W/AT WALL SWIMWAY TO BE CAPPED AT UNDERGROUND MAIN
 - 05 REMOVE PLUMBING ENTIRE, ASSOCIATED HANGERS & SUPPORTS COMPLETELY. CAP OVER & W/AT WALL SWIMWAY TO BE CAPPED AT UNDERGROUND MAIN
 - 06 REMOVE RESERVATIONAL SWIMWAY FIN, ASSOCIATED GRILLE, HANGERS & SUPPORTS COMPLETELY
 - 07 REMOVE & RELOCATE THERMOSTATS, REFER TO NEW WORK FOR LOCATION



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FLEX TECH

Flex Tech Renovation
 23801 INDUSTRIAL PARK RD.
 FARMINGTON HILLS, MI

Key Plan

Project Administrator	D. Payne
Project Designer	B. Cornelli
Project Architect	B. Cornelli
Project Engineer	B. Cornelli
Drawn By	B. Cornelli
QA/ Review	D. Payne
Approved	D. DiCicco
Drawn/Scale	As Noted
Issue/Date	11-15-2019

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 IDS Drawing Title
 Underground Demolition Plan

The Project Number **19227-1000**
 Drawing Number **M1.01U**



KEYNOTES

- Mechanical**
NOTE: NOT ALL KEYNOTES MAY BE USED
- 1 LEGEND SYMBOL INDICATOR
 - M1 RELOCATED THERMOSTAT - EXTEND WIRING AS REQUIRED TO ACCOMMODATE NEW LOCATION.
 - M2 REBALANCE EXISTING AIR HANDLING SYSTEM TO PROVIDE 200 CFM OF OUTDOOR VENTILATION AIR TO THE ROOM.
 - M3 REBALANCE EXISTING AIR HANDLING SYSTEM TO PROVIDE 200 CFM OF OUTDOOR VENTILATION AIR TO THE ROOM.
 - M4 REBALANCE EXISTING AIR HANDLING SYSTEM TO PROVIDE 100 CFM OF OUTDOOR VENTILATION AIR TO THE ROOM.
 - M5 REBALANCE EXISTING AIR HANDLING SYSTEM TO PROVIDE 80 CFM OF OUTDOOR VENTILATION AIR TO THE ROOM.
 - M6 GRAVITY BACKDRIFT DAMPERS



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Key Plan

Project Administrator: D. Payne
Project Designer: B. Conrill
Project Architect: B. Conrill
Operator: B. Conrill
Designer: B. Conrill
QA/ Review: D. Payne
Approved: D. DiCiccio
Drawing Scale: 1/8" = 1'-0"

Issued for Permits: 11-15-2019

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IDS Drawing Title
First Floor Sheet Metal Plan

The Project Number: 19227-1000
Drawing Number: M2.1

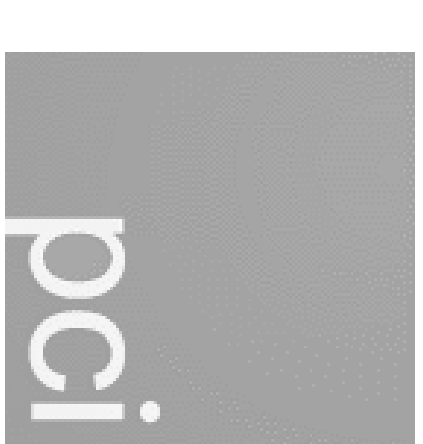


KEYNOTES

- PLUMBING**
NOTE: NOT ALL KEYNOTES MAY BE USED
- ① LEGEND SYMBOL INDICATOR
 - P1 CONNECT NEW 1.1/2" CW TO EXISTING CW, CONTRACTION TO FIELD, SEE "P" LOCATION, INSTALL ISOLATION VALVE AT CONNECTION.
 - P2 INSTALL NEW LAV #1, CONNECT TO EXISTING SAN V. & EXISTING HW & CW, INSTALL RESTORS.
 - P3 CONNECT NEW HW TO EXISTING HW SUPPLY AT EXISTING WATER HEATER, INSTALL ISOLATION VALVE AT CONNECTION.
 - P4 EXTERIOR NEW CW & HW TO NETWORKS & LANS, INSTALL WATER HAMMER ARRESTORS ON SERVICE AT FLOORRES.
 - P5 4" SAN DOWN, 2" VENT UP
 - P6 CONNECT NEW 2" V TO EXISTING
 - P7 INSTALL TWO NEW LAVS IN RANGE OF SINGLE LAV, REPIPE SAN & V, ON SAN TO NEW 2" IN SIZES.
 - P8 INSTALL NEW EWC #1, CONNECT WASTE TO NEW UNDERGROUND SAN ON FIELD, NEW HW TO EXISTING SAN, EXTERIOR NEW SAN ON FIELD, NEW HW TO EXISTING SAN, INSTALL ISOLATION VALVE AT CONNECTION.



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FLEX TECH

Project Title

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FARMINGTON HILLS, MI

Key Plan

Project Administrator	D. Payne
Project Designer	B. Cornelli
Project Architect	B. Cornelli
Operator	B. Cornelli
Checker	B. Cornelli
Drawn By	B. Cornelli
QA/ Review	D. Payne
Approved	D. DiCiccio
Drawing Scale	1/8" = 1'-0"
Issue Date	11-15-2019
Issued for	Permits

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IDS Drawing Title
First Floor Underground Plumbing Plan

The Project Number **19227-1000**
Drawing Number **M4.01U**

FAN SCHEDULE														
MARK	LOCATION	AREA SERVED	FLOOR AREA (SQ FT)	INITIAL FLOOR AREA (SQ FT)	EXTERNAL STATIC PRESSURE (IN. WG)	CONSTRUCTION TYPE	FAN DATA			MOTOR DATA				
							DRIVE	FLY RPM	HP	BHP	RPM	ELECTRICAL VOLTAGE	WIRING	MODEL NO.
EF-1	TOILET ROOM	(3) TOILET ROOM	225	225	5	NALNE	DIRECT	1604	1110	.06	1125	1150V1		

NOTES:
1. PROVIDE ALL LINES WITH FACTORY MOUNTED AND WIRED DISCONNECT.

GRILLE, REGISTER AND DIFFUSER SCHEDULE								
MARK	CORE STYLE	BORDER FRAME TYPE	MODULE SIZE	FINISH	ACCESSORY	CONSTRUCTION	PRICE CATEGORY	REMARKS
SOA	PANEL	NOTE 1	24"x24"	WHITE	NONE	STEEL	GRD	
ROA	RECESSED	NOTE 1	24"x24"	WHITE	NONE	STEEL	FOR	
EOA	LOWER	NOTE 1	SEE PLANS	WHITE	NONE	STEEL	SSA	

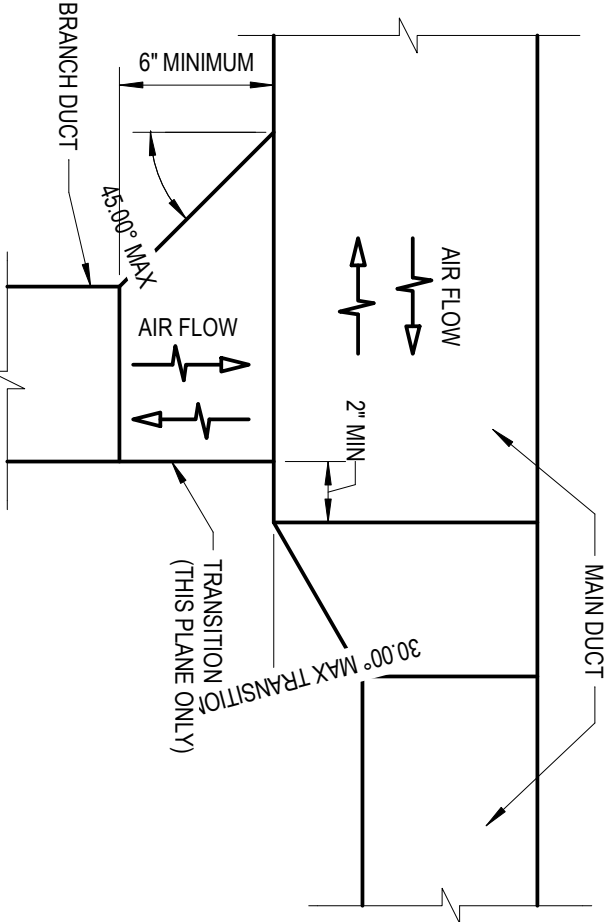
NOTES:
1. COORDINATE MOUNTING FRAMES WITH REFLECTED CEILING PLANS

PLUMBING FIXTURE SCHEDULE													
MARK	BARBER	MANUFACTURER	MODEL	TYPE	MANUFACTURER	MODEL	FLUSH W/ FLOOR OR SUBJECT			PIPE CONNECTION SIZES		TYPE	REMARKS
							WASTE	VENT	OV	HW	INTERNAL		
WC-1	Y	SKOAN	ST-2029	FLOOR MOUNT	SKOAN	1111-6	MANUAL	4"	1"	1"	1"	INTERNAL	1.0 09"
LAV-1	Y	KOHLER	K-2005-1	WALL MOUNT	KOHLER	K-3144-4	DECK MOUNTED	2"	1 1/2"	1 1/2"	1 1/2"	INTERNAL	
EMC-1	Y	ELAVY	EMBERTLWSSK	WALL MOUNT	N/A	N/A	N/A	2"	1 1/2"	3/4"	1 1/2"	INTERNAL	

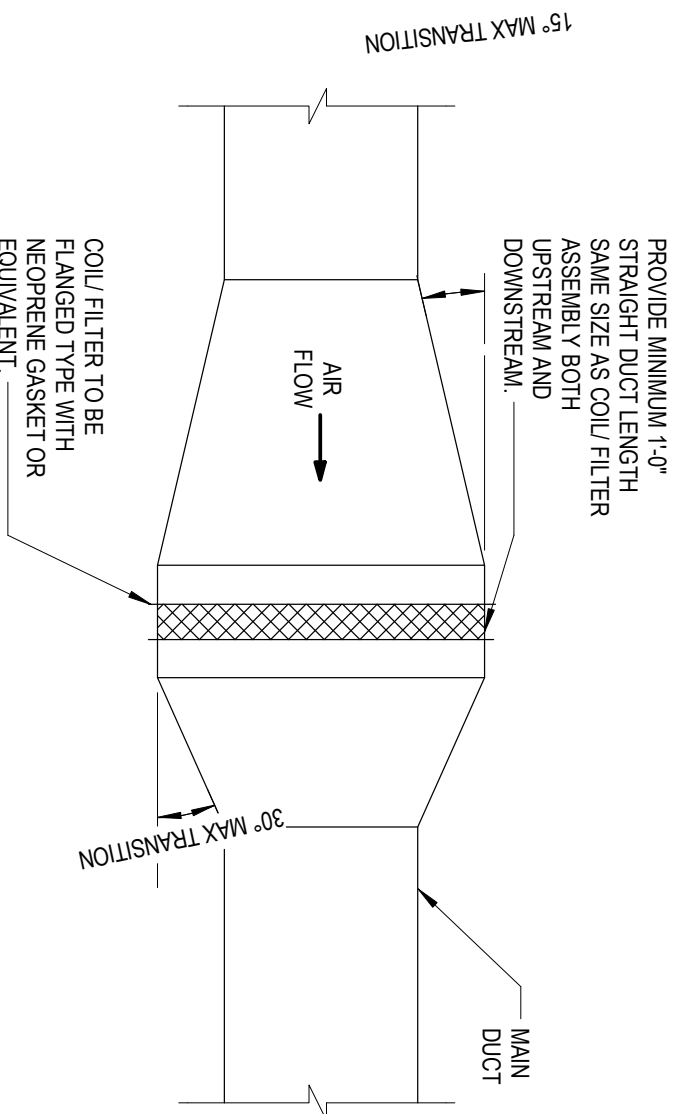
NOTES:

1. SUPPLY ALL FIXTURES WITH LOOSE KEY STOPS.
2. REFER TO ARCHITECTURAL REFERENCE INFORMATION DRAWING FOR MOUNTING HEIGHTS AND SINK SIZES.
3. PROVIDE ALL ACCESSORIES NECESSARY FOR COMPLETE AND OPERABLE INSTALLATION.
4. PROVIDE ASSE 100T TEMPERING VALVES AS REQUIRED PER THE PLUMBING CODE.
5. PROVIDE CARRIERS FOR ALL FIXTURES PER MANUFACTURER'S RECOMMENDATIONS.
6. WHERE REQUIRED AND WHERE DESIGNATED FINISHES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE TO THE LATEST EDITION OF THE BARBER'S FINE DESIGN REQUIREMENTS OF THE STATES CONSTRUCTION CODE.
7. ALL FIXTURES SHALL MEET MICHIGAN DEPT. OF PUBLIC HEALTH REQUIREMENTS, AND SHALL BE SUITABLE FOR FOOD PREPARATIONS.

TYPICAL LOW PRESSURE SUPPLY, RETURN, OR EXHAUST DUCT CONNECTION DETAIL
NO SCALE

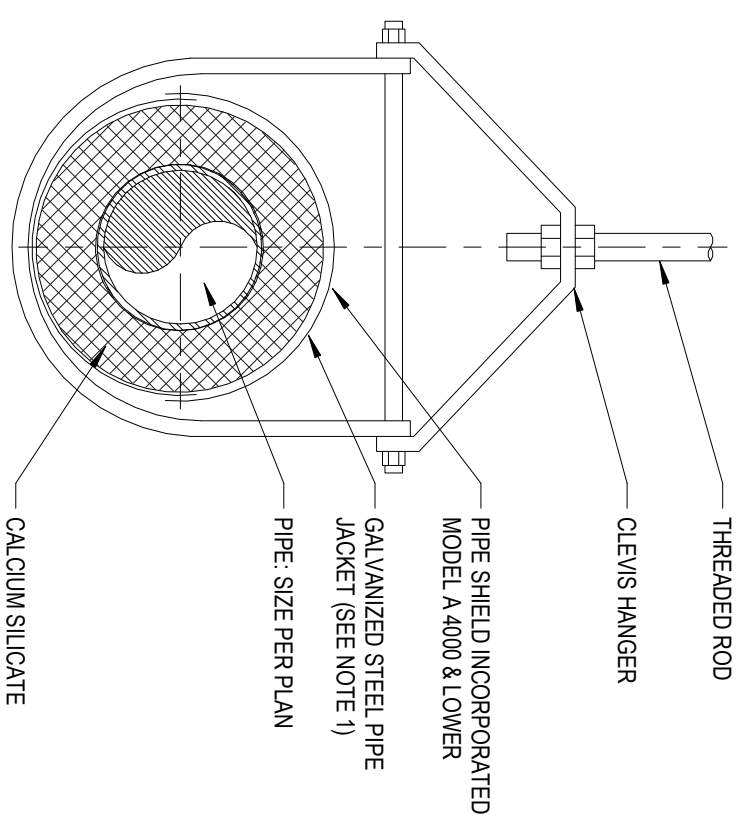


TYPICAL DUCT TRANSITION
NO SCALE

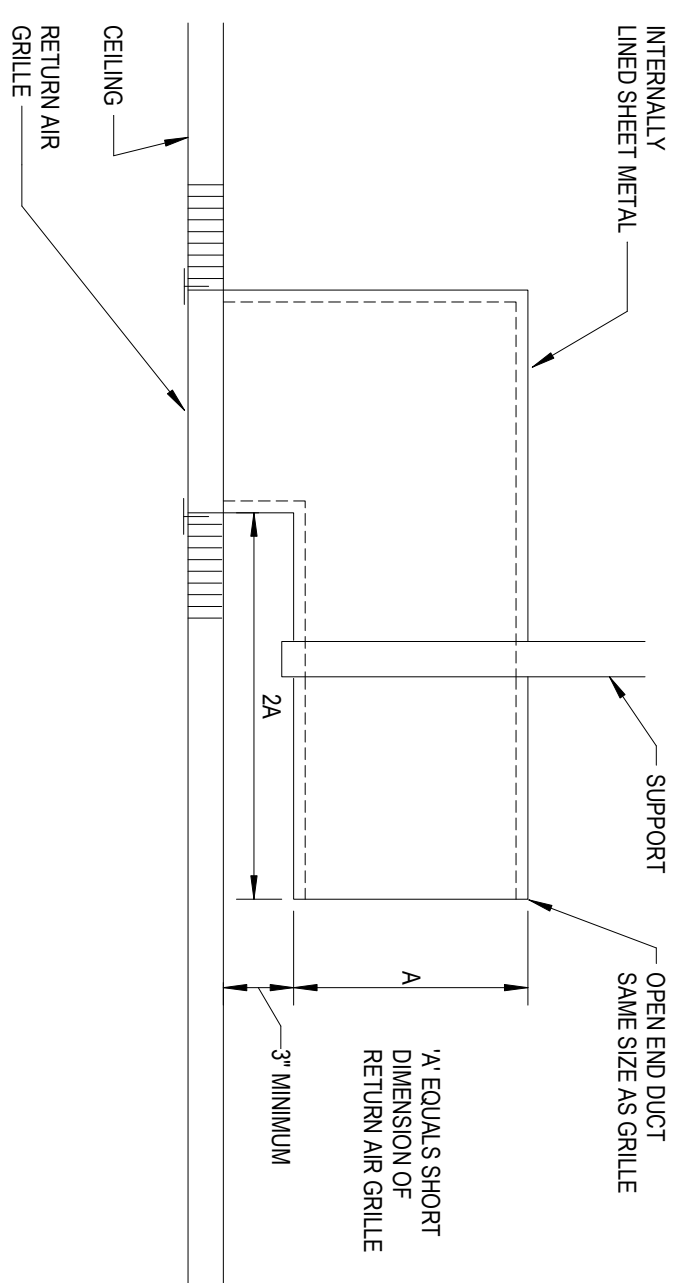


SINGLE PIPE SUPPORT (LESS THAN 4")
NO SCALE

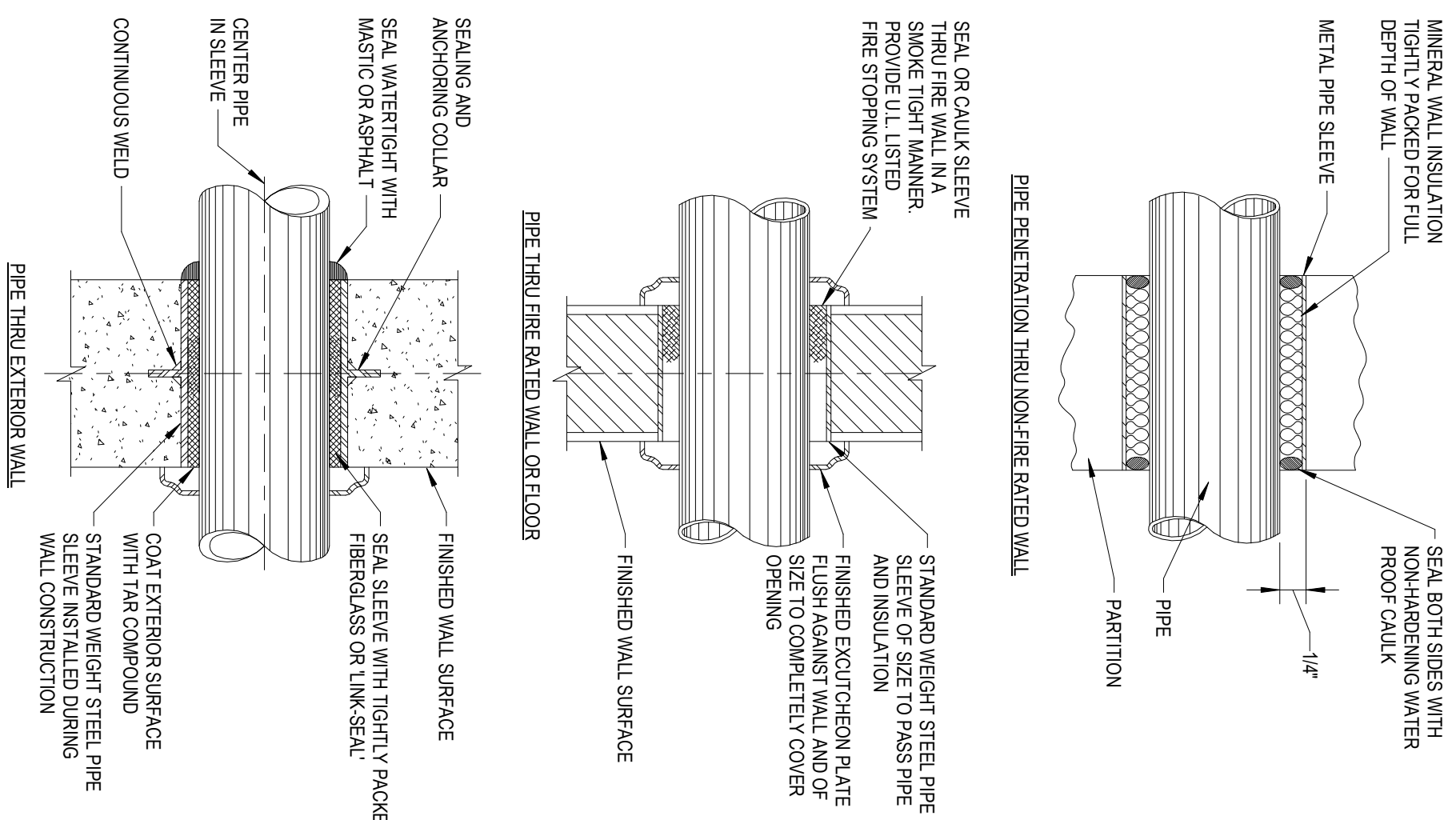
NOTES:
1. PROVIDE GALVANIZED SHEET METAL INSULATION JACKET AS FOLLOWS:
2" TO 4" 1/2"
4" TO 6" 1/2"
6" TO 8" 1/2"
8" TO 10" 1/2"



TYPICAL CEILING RETURN AIR GRILLE SOUND TRAP
NO SCALE

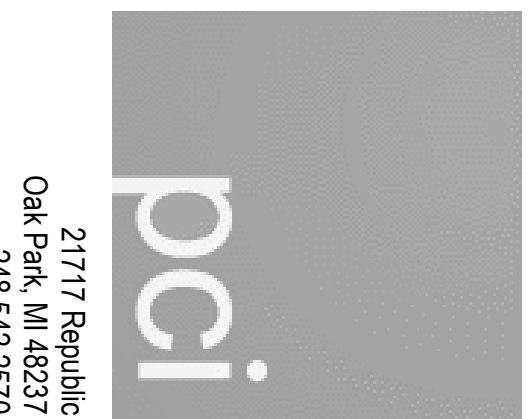


PIPE PENETRATIONS
NO SCALE



Flex Tech Renovation
23801 INDUSTRIAL PARK RD.
FARMINGTON HILLS, MI

FLEX TECH



21777 Republic
Oak Park, MI 48221
248.542.2370

Project Title

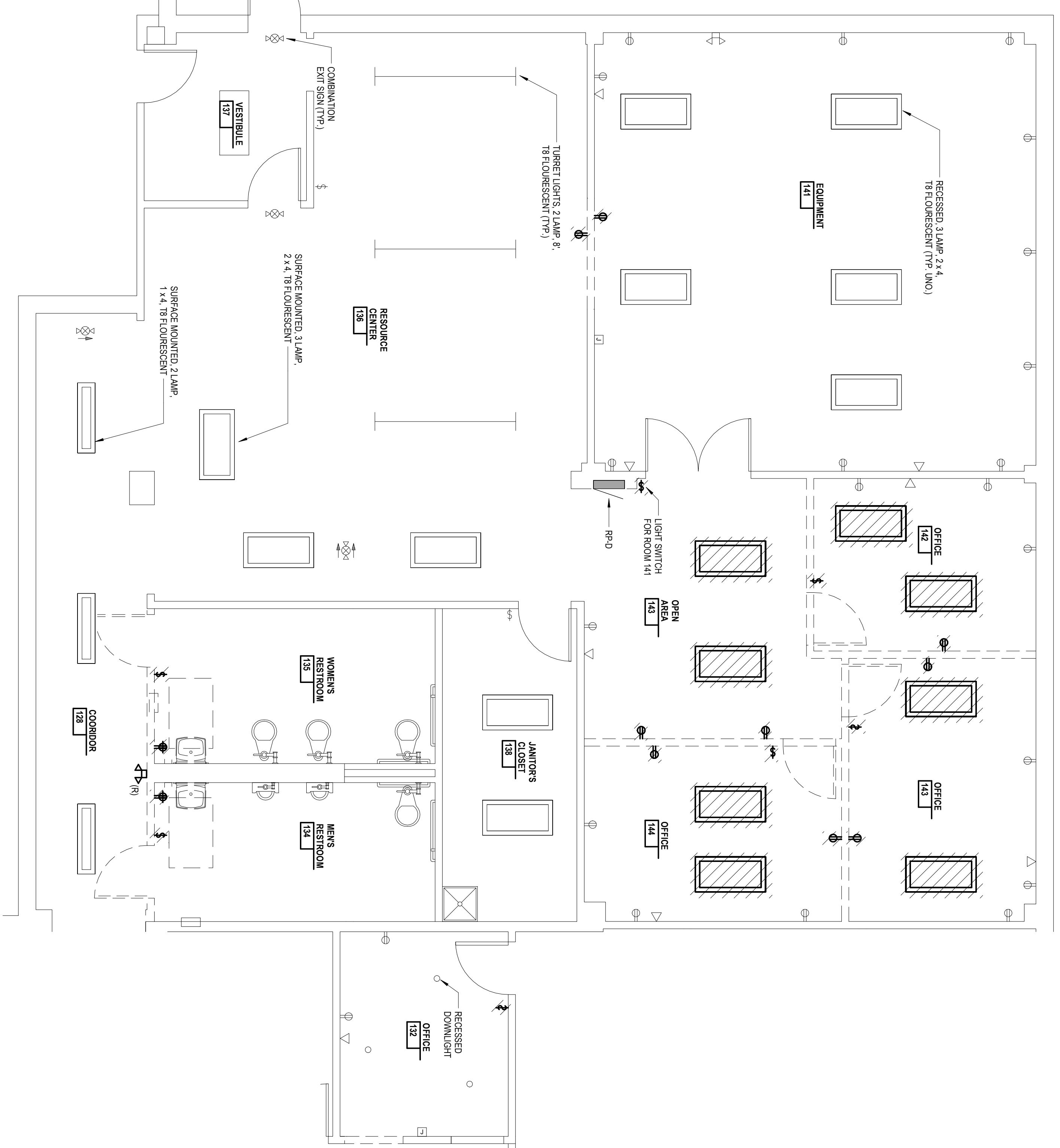


INTEGRATED design SOLUTIONS
architecture engineering interiors & technology
1411 west long lake, suite 200
troy, michigan 48068
5211 cascade road SE, suite 300
grand rapids, michigan 49546
248.823.2100
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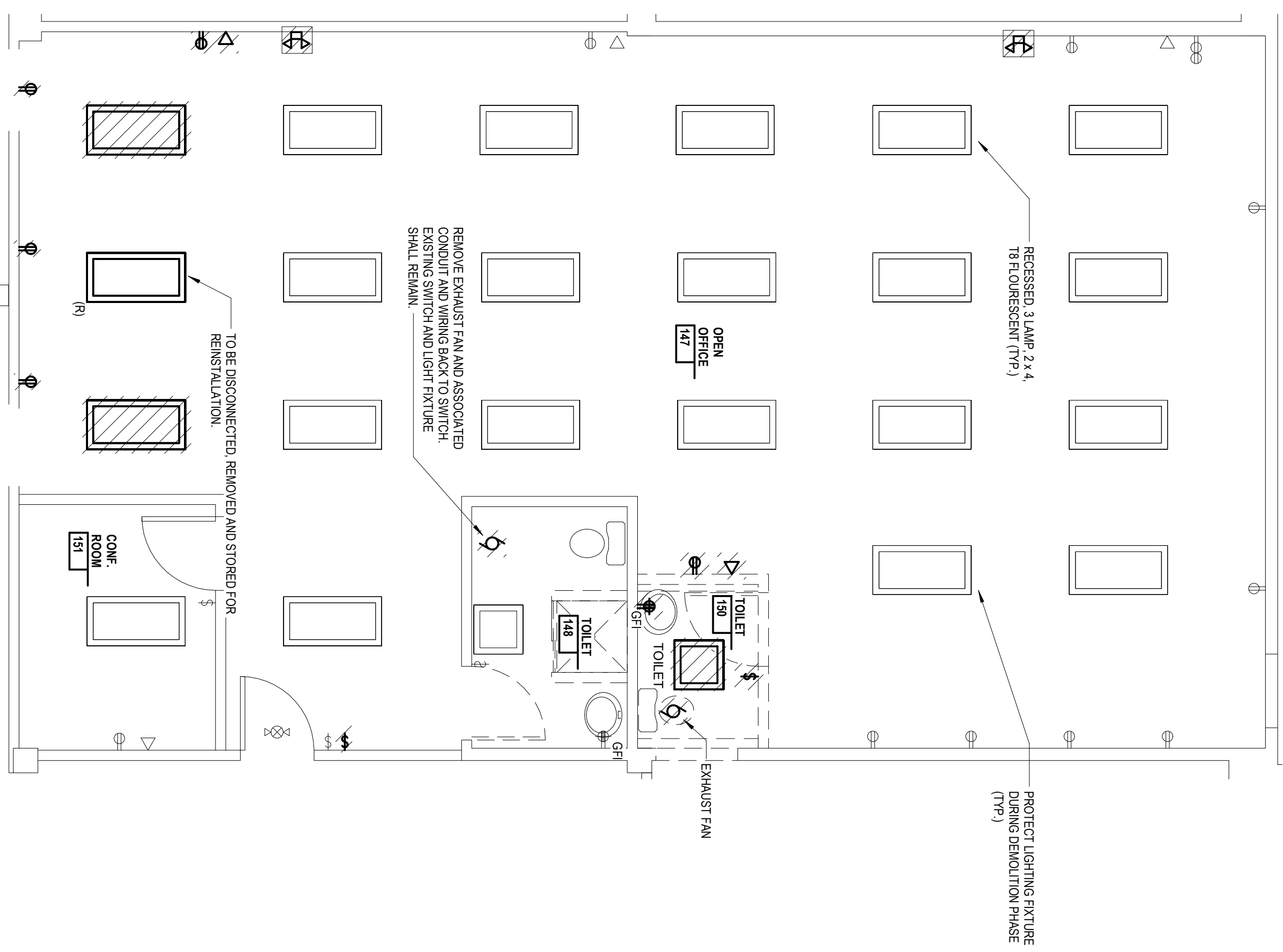
Project Administrator: D. Patoro
Project Designer: B. Cornelli
Project Architect: B. Cornelli
Owner: B. Cornelli
Owner's Representative: B. Cornelli
O.A.I. Review: D. Patoro
Approved: D. DiCiccio
Drawing State: AS NOTED
Issued for: Issue Date: 11-15-2019

© 2019 INTEGRATED DESIGN SOLUTIONS, LLC
IDS Drawing Title: Details & Schedules

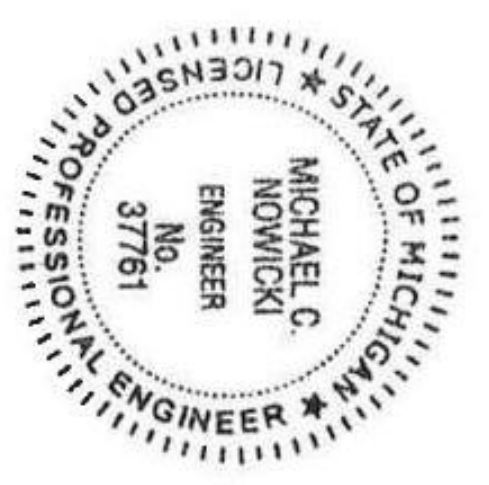
The Project Number: 19227-1000
Drawing Number: M6.1



2 FIRST FLOOR ENLARGED DEMOLITION PLAN
1/4" = 1'-0"



1 FIRST FLOOR ENLARGED DEMOLITION PLAN
1/4" = 1'-0"



Michael Nowinski

GENERAL NOTES

- NOTE TYPE
1. EXISTING LIGHTING FIXTURES BEING RELOCATED SHALL BE DISCONNECTED, CLEANED AND STORED FOR REUSE IN NEW DEMO PHASE.

IDS
years

INTEGRATED design SOLUTIONS
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1441 west long lake, suite 200
roy, michigan 48069
5211 cascade road SE, suite 300
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pci

21777 Republic
Oak Park, MI 48221
248.542.2970

FLEX TECH

Flex Tech Renovation
23801 INDUSTRIAL PARK RD.
FARMINGTON HILLS, MI

Key Plan

Project Administrator	D. Poytore
Project Designer	G. Sbill
Project Architect	S. Poytore
Designer	S. Poytore
Checker	S. Poytore
Drawn By	S. Poytore
QA/ Review	G. Sbill
Approved	T. Carlton
Drawing Scale	As Noted
Issued For	Issue Date
Permits	11-15-2019

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IDS Drawing Title
First Floor Demolition Plan

The Project Number
19227-1000
Drawing Number
E1.1

CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG19-01343

23801 INDUSTRIAL PARK DR

FARMINGTON HILLS, MI 48335

COUNTY: OAKLAND

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 10/05/2020

CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG23-01393

23801 INDUSTRIAL PARK DR

FARMINGTON HILLS, MI 48335

COUNTY: OAKLAND

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 02/12/2024

CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**BUILDING PERMIT NO.: BLDG23-01393
23801 INDUSTRIAL PARK DR
FARMINGTON HILLS, MICHIGAN
OAKLAND COUNTY**

The above-named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy with an expiration date of March 27, 2024.

Conditions:

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Sheila Hartfield

**Sheila Hartfield
Building Section Chief
Bureau of Construction Codes**

December 27, 2023

CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**BUILDING PERMIT NO.: BLDG19-01343
23801 INDUSTRIAL PARK DR
FARMINGTON HILLS, MICHIGAN
OAKLAND COUNTY**

The above-named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy with an expiration date of December 27, 2023.

Conditions: WAREHOUSE

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Tracie Pack

June 7, 2023

**Tracie Pack
Trades Section Manager
Bureau of Construction Codes**

CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

BUILDING PERMIT NO.: BLDG19-01343
23801 INDUSTRIAL PARK DR
FARMINGTON HILLS, MICHIGAN
OAKLAND COUNTY

The above-named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy with an expiration date of June 27, 2023.

Conditions: WAREHOUSE

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Jon Paradine

Jon Paradine, Chief
Building Division

December 27, 2022

CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**BUILDING PERMIT NO.: BLDG19-01343
23801 INDUSTRIAL PARK DR
FARMINGTON HILLS, MICHIGAN
OAKLAND COUNTY**

The above-named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy with an expiration date of January 12, 2023.

Conditions: MULTI-USE ROOM (LUNCH & LABS) AND WAREHOUSE

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Jon Paradine

**Jon Paradine, Chief
Building & Permits Division**

July 12, 2022

CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

BUILDING PERMIT NO.: BLDG19-01343
23801 INDUSTRIAL PARK DR
FARMINGTON HILLS, MICHIGAN
OAKLAND COUNTY

The above-named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy for a period of three (3) months with an expiration date of June 30, 2022.

Conditions: MULTI-USE ROOM (LUNCH & LABS)

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Jon Paradine

Jon Paradine, Chief
Building & Permits Division

January 31, 2022

CONTRACT SCHEDULE 7

**REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY**

SCHEDULE 7

REQUIRED INFORMATION FOR A PUBLIC SCHOOL ACADEMY

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

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

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

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

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

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. Contract Schedule 2: 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: 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 $\geq 70.0\%$ Meets $\geq 60.0\%$ Approaching $\geq 50.0\%$ Does not meet $< 50.0\%$	PSAT 9 EBRW: 60% Math: 40%
		For Math, distribution (which will be in the form of percentages): Exceeds $\geq 50.0\%$ Meets $\geq 40.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	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 and 10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The percentage of students 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 $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	5.0%

SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAMS

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

Mission

Oakland FlexTech High School (“Academy”) will prepare each student for success in career, life, and higher education by providing an opportunity to earn a high school diploma in an engaging program with flexible scheduling and authentic learning experiences. The Academy will provide a personal and caring environment, where students become active participants in planning and preparing for their future.

Vision

The Academy is committed to providing an environment that combines relationships, relevance and rigor where students can:

- take control of their education plan, allowing students to become proactive learners and encouraging personal growth;
- engage in relevant learning experiences that use community mentors;
- become critical thinkers who value learning as a life-long process; and
- learn 21st Century skills to prepare for the workplace.

Values

The Academy is committed to preparing students for the contemporary work world by creating a school where students build essential skills and integrate content knowledge into activities and projects, work collaboratively, both in person and remotely, and solve problems creatively.

Students will be involved in:

- monitoring the an individualized achievement plan that tracks project and standards completion;
- acquiring the social skills needed for academic and workplace success;
- developing personal responsibility through self-paced, technology and project-based learning, which allows each student to advance through successful demonstration of content mastery;
- practicing the 21st Century skills of communication, collaboration, creative problem solving and critical thinking through the use of technology; and
- making the connections between effort and quality by monitoring and reporting the time and effort spent on work.

At the Academy, teachers will:

- regard each student as a distinct learner with individual educational goals and needs;
- provide knowledgeable, skillful and compassionate guidance;
- reach out to families and guardians to support the student;
- be engaged in continuous professional development in a collaborative and supportive work environment;
- model personal and social responsibility; and

- teach relevant and rigorous academic content.

Parents and guardians of Academy students will:

- commit to providing basic needs such as transportation;
- agree to the rules and expectations of the school and support its mission;
- proactively support students by participating in school functions or project presentations; and
- be welcomed in the Academy as a full and contributing member of the school community.

Program Delivery

The Academy is committed to welcoming students into school in a way that starts with the student, not the classes. By acknowledging and recognizing the areas where students may have previously struggled in school and assisting the student in designing a program that addresses these needs, students can value themselves as learners and re-engage in the learning process.

Students' need for meaningful, relevant work is central to the delivery model. According to the Hope Study¹, when students are empowered to advocate for projects and for themselves, or are encouraged to demonstrate learning in alternative ways, students build internal motivation and a sense of self-efficacy. This not only supports engagement, but also begins to develop an academic self, a student who believes in his or herself as academically capable and viable. This can transform a student from one who may have believed that high school completion was out of reach to one who now imagines a college future.

Intake Process

Upon enrollment each student meets with a member of the administrative team to discuss the student's academic past, review transcripts and develop a personalized learning plan that includes the following:

- credits and course work currently completed;
- credits and courses needed for graduation;
- credits, coursework, extracurricular activities, and test scores necessary for college acceptance;
- individual schedule development designating times in school, including online course work and mandatory advisory meetings; and
- individual learning profile detailing where students have been successful in and out of school, and how to be successful at the Academy.

In the course of this interview, the student is introduced to the Academy's philosophy and provided with a description of the program including the expectations for work in and out of the school and what constitutes satisfaction of credit, the process of earning competencies, and graduation requirements. At the conclusion of the meeting, students commit to their own success and to the accountability standards of attendance and progress.

¹ Newell, R. J., & Van Ryzin, M.J. (2007, February). *Growing hope as a determinant of school effectiveness*. Phi Delta Kappan, 88(6), 465-471.

The competencies are the cornerstone of the Academy’s curriculum. The competencies meet the requirements of the Michigan Merit Curriculum (“MMC”) and integrate the Michigan Academic Standards (“MAS”). By breaking each course down to essential competencies that are published goals for all, students can choose to work through the curriculum in a variety of ways. The competency-based approach necessitates an instructional design where teachers act as consultants to students in translating learning goals and standards and exploring and expressing content. The Academy’s model is based on using feedback from formative assessments specific to the task or process, or related to self-regulation, which has been shown to have a positive effect on student achievement.² The model is applied in conjunction with competency-based grading, the benefits of which allow a student to test out of an area where they are already proficient, but not necessarily a whole course. The use of a competency-based curriculum “map” helps remove the guesswork for students, and the close advisor relationship provides the scaffolding to continuously redesign the pathway toward the goal as necessary. The “map” also allows the student to see progress in school in a visual, highly understandable way. According to Robert Marzano’s meta-analysis, simply establishing and communicating learning goals in ways that allow students to track their progress and set goals results in increased student achievement.³

The Academy borrows concepts from Big Picture Schools, one of the first schools to advocate for a personalized, advisory-driven, and project-based approach to learning. The Academy and Big Picture Schools share the common understanding that adolescent students, in particular struggling students who may be lacking support at home, need the right balance of support, intervention, clear instructions, explicit guidance and freedom to take their time or to find an appropriate avenue by which to approach the content or the skill. Therefore, the delivery of content in a combination of projects that are developed at the Academy with the close supervision of the teacher-advisor, supplemented with online work, allows students to make rapid progress and feel successful.

The curriculum design supports a “truly personalized school.” As Littky & Grabelle (2004)⁴ from Big Picture Schools point out, “a truly personalized school is ultimately flexible in its student groupings, schedules, curriculum, activities, and assessment tools.” All students’ educational programs are designed by the people who know them best: the student, his or her parent(s), and his or her teachers. Central to the advisory program is a robust and comprehensive Educational Development Plan (“EDP”) each student develops under the guidance of an advisor. The EDPs are reviewed and updated annually by the student, creating a dynamic document to assist students in planning for the future through reflection on current performance and goal attainment.

² Marzano, R.J. (2010). *Formative Assessment and Standards Based Grading*. Bloomington, IN: Marzano Research Laboratory.

³ Marzano, R.J. (2007). *The Art and Science of Teaching*. Alexandria, VA: Association for Supervision and Curriculum Development.

⁴ Littky, D., Grabelle, S., (2004). *The Big Picture: Education Is Everyone’s Business*. Alexandria, VA. Association for Supervision and Curriculum Development

Instructional Approaches

The Academy believes strongly that the school must address the non-cognitive factors that affect student learning in a very deliberate fashion, which is achieved in two key ways. The first is through the advisory program and the second is through the project-based learning approach, both of which are held together by maintaining a focus on the Academy's academic and social expectations.

The program uses advisory to conduct explicit instruction in mindset, or the power of our own thinking about our abilities, as well as structure academic work in ways that build academic perseverance. As cited in a University of Chicago study:⁵

There is clear research evidence that students' mindsets have strong effects on the demonstration of perseverant behaviors such as persistence at difficult tasks. When students value the work they are doing, feel a sense of belonging in the classroom context in which they are working, feel capable of succeeding, and believe they will master challenging material with effort, the students are much more likely to engage in difficult work and see it through to completion. Dweck, Walton, and Cohen (2011) explicitly suggest the ways to improve academic tenacity are through interventions aimed at changing students' mindsets directly or by establishing classroom conditions that support the development of positive mindsets. When teachers can present tasks in ways that make success seem attainable, and when students are provided with the support and tools to be successful, students are more likely to engage and persist in those tasks (Dweck, Walton, & Cohen, 2011).

During the advisory class, students receive this explicit instruction to reframe beliefs about their brain and ability to learn, to demonstrate the relationship between effort and achievement, and to study the academic behaviors that lead to future success. In addition to studying mindset, students and staff also study choice theory through William Glasser and others who teach students about what can be controlled and the factors that cannot be controlled by the student. This type of instruction helps to build a common language in the Academy that can be used when students are struggling in course work or projects. It also provides a framework within which teachers can work comfortably and can change the dynamic of the conversations with students, shifting from authoritative and often punitive control to conversations about choices, consequences, plans and goal-setting. The delivery of this curriculum includes sharing the actual studies and data with students in an academic manner, thereby sharpening the skills the Academy seeks to improve as students review the studies.

The advisory program is the foundation upon which the personal, caring environment is built and provides a model to any public school in recognizing the importance of the whole child and social-emotional learning. Recently proclaimed by contributors to the *ASCD Express* publication of August 2, 2012,⁶ as the "next Superman," schools across the country are discovering that carefully

⁵ Farrington, C., Roderick, C., et al., (2012, June). *Teaching Adolescents to Become Learners*. The University of Chicago Consortium on Chicago School Research.

⁶ Chaffee, R., Landa, J., & Marchesi, S. (2012, August 2). Is Advisory the New Superman? *ASCD Express*, v 7 (22). Retrieved from <http://www.ascd.org/ascd-express/vol7/722-chaffee.aspx>.

designed advisory programs that focus on the social-emotional welfare of students, goal setting and progress monitoring are seeing improvement in student attendance and achievement.

Project-based learning (“PBL”) is also essential to engagement. PBL is not only complementary to the strong advisory program because advisory has the consultation time necessary for PBL already built in, but is also the best pedagogical approach for the acquisition of 21st century skills,⁷ for mirroring the contemporary workforce and workplace, and for creating relevance by having students understand why school is important through discovery. This is the key to engagement. In an analysis of literature about PBL effectiveness, the Buck Institute for Education concludes that PBL can:⁸

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests;
- be more effective than traditional instruction for teaching mathematics, economics, science, social science, clinical medical skills and for careers in the allied health occupations and teaching;
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers;
- be more effective than traditional instruction for preparing students to integrate and explain concepts;
- improve students’ mastery of 21st-century skills;
- be especially effective with lower-achieving students; and
- provide an effective model for whole school reform.

Successful PBL requires the development of a school culture and establishment of relationships. Therefore, the Academy guides students into the PBL process gradually. Students spend a considerable amount of time learning about the process involved in developing a project, in establishing rubrics of quality to reflect traits like critical thinking and in using time well. The Academy spends time counseling students in how a seat time waiver works to support student learning. That is, the quality and quantity of work is not changed as students are still responsible for the demonstration of mastery of the MMC, but are navigating through it in an atypical fashion.

Although freedom and choice are important to both the Academy and the students, the PBL process is standardized to resemble processes that look much like project management in the modern workplace. Students have templates to justify the project, pitch it, manage it through Project Foundry software and provide updates on the project. The software provides support to teachers and parents as well, as the software documents the standards that students are working on, records the standards that are completed, and keeps track of the standards that need to be completed.

⁷ Ravitz, J., Hixson, N., English, M., & Mergendoller, J. (2012). Paper presented at American Educational Research Association. *Using project based learning to teach 21st century skills: Findings from a statewide initiative*. Vancouver, BC. Retrieved from http://www.bie.org/research/study/PBL_21CS_WV

⁸ Buck Institute for Education. (2009). *Does PBL Work?* Retrieved from http://www.bie.org/research/study/does_pbl_work

Technology plays an important part in the development of student skills. The Academy may use online providers such as Google Classroom, Khan Academy and CK-12 to deliver content. Technology may range from the student's smart phone to tablets, to laptops, to high-powered desktops that students might use to create games, applications, movies or instructional tools. The use of technology is not a goal in and of itself, instead, discovering how technology can assist in solving problems and can be a tool for collaboration is the focus and the format of technology integration.

The Academy shares The Partnership for 21st Century Skill's ("P21") vision for education⁹, which involves using the standards, assessments and accountability measures set by the State of Michigan and then aligning them with the 21st Century skills that follow:

- Emphasize core subjects: expand beyond basic competency to understanding at much higher levels.
- Emphasize learning skills: keep learning continually throughout students' lives; information and communication skills, thinking and problem-solving skills, interpersonal and self-directional skills.
- Use 21st Century tools to develop learning skills: access, manage, integrate and evaluate information; construct new knowledge; and communicate with others.
- Teach and learn in a 21st Century context: real-world examples, applications, and experiences both inside and outside of school; relevant, engaging and meaningful learning.
- Teach and learn 21st Century content: global awareness; financial, economic and business literacy; and civic literacy.
- Use 21st Century assessments that measure 21st century skills: sophisticated assessment at all levels using new information technologies to increase efficiency and timeliness.

P21 provides resources in developing lessons and units that meet the goals of the MAS and focus on relevance. The intentional focus helps teachers and students work with content in a way that makes its application to real-world scenarios genuine while simultaneously building the skills of communication, collaboration and use of technology to demonstrate the qualities the Academy seeks to build in students.

Academy teachers and administration are involved in an on-going professional development program that employs the same model as the school improvement cycle: research and plan, do the work, evaluate and adjust. The Academy's leadership has planned the calendar so teachers are provided a minimum of two-weeks of professional learning. Furthermore, teachers study the language and behaviors of high expectations. These studies are conducted in ways that are applied to the classroom and advising activities, used to inform the construction of the school schedule and individual student's schedule, and applied directly to teachers' own practice. The Academy provides time every Friday afternoon for collaborative planning and professional development and training from skilled professionals in numerous areas, including, but not limited to, social emotional learning, project-based learning, using technology to enhance instruction and increase engagement, as well as in using and applying Marzano's (2007) Unit Design questions from *The*

⁹ Partnership for 21st Century Education. Washington DC, 2011. Available: <http://www.p21.org/tools-andresources/publications>

Art and Science of Teaching in conjunction with Wiggins & McTighe's (2005) *Understanding by Design*.

Curriculum Flexibility

Special Education

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 ("LRE"). When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education ("MDE"). If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Education Improvement Act ("IDEIA") and state law and regulations.

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

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

In addition to being compliant to all laws regarding students who need special education services, 504 plans or English Language Learners ("ELL") services, the Academy also uses the Response to Intervention ("RTI") model to identify struggling students and put in assistive plans that may include recommendations for social work, counseling or curriculum accommodations that are monitored for success.

RTI Model

RTI is a specialized program embedded within the classroom to serve students who have special learning challenges. RTI screens all students to identify those who are at-risk for learning failure. Through regular opportunities to consult with the RTI, classroom teachers gain specific knowledge and skills to use with students through proactive, focused interventions. Intensive intervention delivered by a specially trained instructional faculty is provided to identify students early in the Academy program to prevent failure. Teachers trained in special education provide individual

support to students identified through the IEP process. The RTI model includes special education services provided by appropriately certified faculty.

In addition to providing services for special education students, the Academy's project-based learning instructional approach lends itself to meeting the needs of all learners (e.g. below grade level and gifted and talented). In conjunction with the advisor, a student may create a project that may be differentiated based on the student's specific skill level and interest. The student can demonstrate differentiated projects through content, process, product and learning environment. The Academy's infusion of differentiation and project-based learning serve as a flexible method to accommodate students' different learning needs and preferences.

Assessment

The Academy intends to use assessment not only as a guide to instruction, but also as an instructional tool. Students who perform well on a multitude of assessment types such as multiple choice standardized tests, written response tests, projects and performances are prepared to solve problems as adults. The Academy's assessment plan describes student learning targets and prepares students for different types of assessment. In any class, students may do a performance piece and also take a multiple choice/short answer test that not only prepares them for the types of assessments that could be encountered post-high school, but also builds critical thinking skills.

The Academy uses performance evaluations to set annual targets based on progress towards meeting measurable goals. These annual targets are re-evaluated each year to ensure relevance and attainability. The Academy communicates progress towards targets and goals to students and parents through multiple means including progress reports, parent-teacher conferences, teacher office hours and informational meetings following the receipt of standardized testing results. Annual reports are generated at the end of each school year.

However, students are the primary drivers in evaluating individual performance. Through the advisory program as well as through classroom instruction, students are engaged in regular progress monitoring and in goal setting aligned with the accrual of credits. Students understand how many and which credits are needed to fulfill a minimum of one year's learning in one year's time, and log this progress and submit to the teacher-advisor. The Academy uses this information to communicate progress to parents appropriately and also uses this to identify weaknesses in the curriculum or implementation of the curriculum.

The Academy uses numerous summative data like the SAT[®], PSAT[™] and state assessment to provide individual information on targeting specific deficiencies, as well as guiding the overall program toward the reading and critical thinking skills required to do well on state standardized tests and to prepare students for college and career.

Formative assessment happens daily in any skilled teacher's classroom. Because of the highly personalized nature of the program, teachers use conversations and written student reflections to guide the understanding of student ability and learning and make adjustments to classroom instruction. The essential piece behind formative assessment is the teacher's clear understanding and communication of learning goals. Teachers construct units that communicate the whys of learning what is being taught while also describing some of the ways students could engage in the content or skill and demonstrate mastery. Through the RTI system and collaborative planning time,

teachers are supported and guided in developing these units. Teachers use formative classroom data—responses to questions, short quizzes, exit cards, journals, rates of turn-in and participation to constantly evaluate individual pedagogy, as well as the content in these forums and use the expertise of peers, leaders trainers, and support staff to guide their practice.

The assessments administered at the Academy (see table below) are comprised of the required assessments (highlighted) as well as Academy created or chosen assessments. These assessments do not reflect the whole of assessments at the Academy; rather, these are the assured assessments students in these grades are required to take. The Academy also uses summative assessments, which provide a means for students to “test out” of certain units. As students enter the Academy and progress in studies, students demonstrate mastery of these skills and “check off” the appropriate standards in the standards map. Similarly, students who do not do well on the assessments are placed in units of study to address needs.

Assessment	Grades Assessed
PSAT™ 8/9 for grade 9: paper/pencil assessment	9
PSAT™ 10 for grade 10: paper/pencil assessment	10
Michigan Merit Exam (“MME”) (SAT w/ Essay)	11
<ul style="list-style-type: none"> ● Reading ● Writing and Language ● Math (with calculator) ● Math (no calculator) 	9-12
ACT WorkKeys®: paper/pencil assessment	11
<ul style="list-style-type: none"> ● Workplace Documents ● Applied Math ● Graphic Literacy 	
M-STEP Science Field Test	11
M-STEP Social Studies	11
Scientific Literacy—Method and Experimental Design	9-12
Math Basics—The foundations of math	9-12
Communication Skills (Speaking and Listening)	9-12

Transition

Students who enter the Academy are seeking a learning environment unlike a typical traditional school. The unique qualities of the Academy inherent in PBL, advisory, flexible scheduling and an emphasis on 21st Century Learning require training in order to smoothly and successfully transition new students into the Academy. Through an intensive first week orientation, along with follow-up and supporting activities in advisory, new students are transitioned to this environment. Continual close mentoring through the advisory program supports these transitional activities. Similarly, when students prepare to leave, the Academy engages in a yearlong senior portfolio project that showcases the ability to apply the skills of time-management, self-advocacy, organization, and problem solving to their next work or learning environment. This will involve reflection on the student’s part as well as an exit interview in which the student articulates the way that they have been learning and how to transfer and apply this learning to new situations.

Advisory Check-Ins

All students at the Academy in grades 9-12 receive check-ins in advisory class. Each check-in serves to build relationships among advisories and also serves to purposefully assess each student's current progress toward graduation, post-high school plans, career ideas or hopes, the pathway to get there, personal information, assessment results and learning targets. Students receive check-ins from the advisor consistently through the advisory class, allowing opportunities for personally reflecting on the progress and the struggles and celebrating the successes.

Graduation Requirements

The Academy understands the main reason for the implementation of the MMC is to safeguard the quality of the high school education students receive and to prepare all students for success in college and career. Further, the Academy understands that the MME/SAT were adopted as measures of this quality. The Academy is committed to establishing mastery of the MMC and MAS by using skills such as reading complex texts, drawing and defending conclusions, generating and testing hypotheses, employing analogous thinking and other critical thinking skills across the curriculum. Ultimately, the measures for meeting this goal are steadily rising scores and proficiency ranking on the MME/SAT.

The Academy closely monitors student success in course work and uses a balanced assessment system to determine mastery and maintain rigor. Although projects are central to the Academy's mission, there is always a place for more traditional assessment methods. This strategy is regarded as essential for preparing students for the many ways students are asked to manipulate and process information in college or the workplace. The Academy uses the data to direct students to specific projects, courses or components of courses. The Academy may also design skill-based workshops for groups of students who need remediation in areas (e.g. math facts or reading comprehension). In these cases, mini-courses, using high engagement strategies from Marzano's *The Art and Science of Teaching*¹⁰, are utilized to get quick results and build students' sense of efficacy.

Michigan High School Graduation Requirements (18 Credits)

ENGLISH LANGUAGE ARTS (ELA) – 4 Credits

- Proficiency in State Content Standards for ELA (4 credits)

MATHEMATICS – 4 Credits

- Proficiency in State Content Standards for Mathematics (3 credits); and
- Proficiency in district approved 4th Mathematics credit options (1 credit) (Student MUST have a Math experience in their final year of high school.)

ONLINE LEARNING EXPERIENCE

- Course, Learning, or Integrated Learning Experience.

PHYSICAL EDUCATION & HEALTH – 1 Credit

- Proficiency in State Content Standards for Physical Education and Health (1 credit); or
- Proficiency with State Content Standards for Health (1/2 credit) and district approved extracurricular activities involving physical activities (1/2 credit).

SCIENCE – 3 Credits

- Proficiency in State Content Standards for Science (3 credits); or

¹⁰ Marzano, R. J. (2007) *The Art and Science of Teaching*. Alexandria, VA: Association for Supervision and Curriculum Development.

- Beginning with the Class of 2015: Proficiency in some State Content Standards for Science (2 credits) and completion of a Department approved formal Career and Technical Education (“CTE”) program (1 credit).

SOCIAL STUDIES – 3 Credits

- Proficiency in State Content Standards for Social Studies (3 credits).

VISUAL, PERFORMING, AND APPLIED ARTS – 1 Credit

- Proficiency in State Content Standards for Visual, Performing, and Applied Arts (1 credit).

WORLD LANGUAGE – 2 Credits (Effective with students entering 3rd Grade in 2006)

- Formal coursework or an equivalent learning experience in Grades K-12 (2 credits); or
- Formal coursework or an equivalent learning experience in Grades K-12 (1 credit) and completion of a Department approved formal CTE program or an additional visual, performing, and applied arts credit (1 credit).

MMC High School Graduation Requirement Overview

The Academy is in compliance with Michigan in requiring students to meet all parts of the MMC to graduate as is evidenced in the current course offerings:

MMC	18 credits
Advisory (.5 required per year of enrollment)	.5 - 2.0 credits
Electives	.5 – 4.0 credit

Total Academic Credits Required for Graduation: 20 credits

MMC & ACADEMY REQUIRED CREDITS

Content Area	Credits	Description
English	4.0	English Language Arts 1, English Language Arts 2 English Language Arts 3 English Language Arts 4
Mathematics	4.0	Either the integrated Math 1 and Math 2, or the traditional Algebra I, Geometry, Algebra II and one additional math course.
Science	3.0	Biology, Physics or Chemistry, and one additional science credit
Social Students	3.0	.5 credit in Civics, .5 credit in Economics, U.S. History and Geography, and World History and Geography
Visual Arts	1.0	Visual Arts or Digital Arts
Physical Education/Health	1.0	Physical Education and Health course
Foreign Language*	2.0	Students may receive credit if they have had a similar learning experience in grades K-12.
Electives	.5-4.0	Courses will vary
Advisory	.5-2.0	Must pass advisory each semester

*Can be substituted for formal coursework or an equivalent learning experience in Grades K-12 (1 credit) and completion of a department approved formal CTE program or an additional visual, performing, and applied arts credit (1 credit).

Oakland Technical Early College Program

Students at the Academy have the opportunity to participate in the Oakland Technical Early College Program. The program is a three-year early college program that requires students to participate in a fifth year of high school. The program will enroll students in grade 10 and the first semester of grade 11 to participate in the program grade 11 through grade 13. Students accepted in the program shall demonstrate college readiness. Students taking part in the program shall split time between the Academy, Oakland Schools Technical Campus (“OSTC”), and Oakland Community College (“OCC”) during grades 11 and 12, and during a fifth year (grade 13), students will split time between OSTC and OCC.

To be eligible to participate in the program, students must be: less than 20 years of age; a student in grade 10 or first semester of grade 11 to complete the program in grades 11-13; not have obtained a high school diploma or GED; have and maintain a high school GPA of 2.0 or higher; and be on track to complete MMC graduation requirements.

Program Evaluation

The Academy evaluates the Educational Program by monitoring progress toward mission specific measures. The goals include achievement targets that are measured with standardized assessment scores, percentages of standards/competency completion, attendance data, work completion, quality of projects, feedback from community sponsors and mentors, perception data gathered from surveys of students, parents and staff, and enrollment and retention data. Ultimately, the success of the program rests upon academic achievement that translates into success in college, career and life. The Academy endeavors to follow its students post-graduation to measure its program over the long-term.

The Academy’s mission specific measures are delineated through student achievement, student progress and post-secondary plans. Student achievement is measured as follows: 1.) All students who have been enrolled for three or more years at the Academy on average will demonstrate academic achievement in Reading, Writing and Language, and Math as measured by the SAT test each spring that is equal to or greater than the achievement targets established by College Board and 2.) The Academy will demonstrate improved academic achievement for all groups of pupils in science and social studies as measured by the M-STEP test that is equal to or greater than the growth targets established by the MDE.

Regarding student progress, all students will make adequate progress in core competency attainment each school year. Lastly, post-secondary plans are measured through the creation of an FTN Portfolio and presentation of a Senior Chronicle that demonstrates completion of an internship or a career study as well as successful mastery of the advisory curriculum.

The Academy gathers data to monitor progress toward these measures and establishes a reporting timeline, ideally twice per year—at the mid-point and at the end of the academic year. The Academy will share data with all stakeholders to determine areas for improvement and adjustments to the curriculum, to the instructional delivery models, to the advisory component or to the counseling component.

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 an Academy written, competency-based curriculum. The curriculum competencies for all core subjects have been received, reviewed and approved by the Center.

Secondary

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

Course Name	Grade**	Course Name	Grade**
English (<i>minimum 4</i>)		World Language (<i>minimum 2</i>)	
English 9	Any	Spanish 1	Any
English 10	Any	Spanish 2	Any
English 11	Any	Advanced Spanish (<i>independent study</i>)	Any
English 12	Any		
Senior Seminar	12		
Mathematics (<i>minimum 4</i>)		Visual, Performing & Applied Arts (<i>minimum 1</i>)	
Math Essentials 1	Any	Digital Arts and Media	Any
Math Essentials 2	Any	Visual Arts and Design	Any
Algebra I	Any	Student Media Team/Yearbook	Any
Algebra 2	Any		
Geometry	Any		
		Physical Education & Health (<i>minimum .5 each</i>)	
Personal Finance	Any	Physical Education (<i>online</i>)	Any
Pre-Calculus	Any	Health (<i>online</i>)	Any
Statistics	Any		
Trigonometry	Any	Other	
Functions/Stats/Trig	Any	Intro to Design Thinking	Any
Science (<i>minimum 3</i>)		Filmography	Any
Biology	Any	Computer Science	Any
Chemistry	Any	Yearbook	Any
Physics	Any	Math in Art	Any
Environmental Science	Any		
Anatomy and Physiology	Any	Off Campus Courses	
Psychology and Neurobiology	Any		

Social Studies (<i>minimum 3</i>)	
US History	Any
World History	Any
Civics (.5)	Any
Economics (.5)	Any

Virtual Courses***	

* 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.

**If students are not required to take a course at a specific grade level, “any” is used for the grade indication.

***Virtual Courses are defined as any course(s) that are delivered using the internet.

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

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

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

Academic Assessments to Be Administered:

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

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

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

Enrollment Limits

The Academy will offer ninth through twelfth grade. The maximum building capacity is 300 students. The Academy's program is delivered through a stratified schedule that would allow for a maximum enrollment of 300 students with not more than 250 students attending any one block of time. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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

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

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

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

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

Matriculation Agreement

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

Application Process

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

Legal Notice or Advertisement

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

Re-enrolling Students

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

Random Selection Drawing

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

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

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

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

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

Matriculation Agreement

This Matriculation Agreement (“Agreement”) is entered into as of the 9th day of August, 2017, between FlexTech High School - Novi, a body corporate and public school academy (“Receiving School”) and Canton Charter Academy, a body corporate and public school academy (“Sending School”)(both parties referred to as “Schools”).

Both the Sending School and the Receiving School are separate and independent public school academies, organized as such under the Michigan Revised School Code (the “Code”). Both schools hold separate charters from valid authorizing bodies, pursuant to their respective charter contracts. Both schools operate independent of the other.

Because the Sending School does not offer an educational program for high school students and the Receiving School desires to provide an enrollment preference for students entering its high school program, the parties desire to establish this arrangement for matriculation of qualifying students from the Sending School to the Receiving School.

Michigan law permits any pupil who was enrolled at any time during elementary school in the Sending School and who was not expelled from the Sending School to have an enrollment priority in the Receiving School provided the Schools have a matriculation agreement. MCL 380.504(4)(b).

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. **Term.** This Agreement shall be effective as of July 1, 2017, provided that it has been approved by each School’s governing board and by Central Michigan University. This shall be a perpetual Contract unless rescinded by either party by adopting a board resolution.
2. **Qualifying Students.** Students who meet all of the following requirements are deemed to be “Qualifying Students” for enrollment priority under this Agreement:
 - a. the student was enrolled in and attended the Sending School at any time during elementary school;
 - b. the student was not expelled from the Sending School;
 - c. the student has completed 8th grade from any school, including home school; and
 - d. the student is eligible to enroll in a public school academy in Michigan.
3. **Application for matriculation.** Qualifying Students who desire an enrollment priority in the Receiving School must complete the Receiving School’s application for the applicable school year and submit it to the Receiving School during its Open Enrollment Period as set forth in the Receiving School’s Admission and Enrollment Practices and Procedures incorporated as Exhibit A to this Agreement.

4. **Enrollment Priority.** The enrollment priority of Qualifying Students shall be determined according to the Receiving School's Admission and Enrollment Policy and the Admission and Enrollment Practices and Procedures set forth in Exhibit A, which is incorporated by reference into this Agreement. If these are modified, notice will be given to the Sending School.
5. **Enrollment.** Qualifying Students must attend school at the Receiving School on the first day of school in order to be enrolled. Any Qualifying Student who does not attend the first day of school and who does not obtain an excused absence from the Receiving School before the end of that school day, shall forfeit his or her priority to enroll in the Receiving School.
6. **Record Transfer.** Upon receipt of a properly completed records release form from the Receiving School and parent of the student, the Sending School shall transfer all student records of Qualifying Students to the Receiving School no later than 30 days after receipt of the request for transfer of records from the Receiving School.
7. **Termination.** This Agreement may be terminated by either party at any time for any reason upon providing ninety (90) days' written notice. If such notice is given more than ninety (90) days before the end of the Open Enrollment Period, there shall be no enrollment priority for Qualifying Students for the subsequent school year. If the notice is given any time thereafter, the Qualifying Students who applied for enrollment priority at the Receiving School shall receive the priority for the subsequent school year pursuant to the terms of this Agreement. This Agreement shall be terminated automatically if the Charter Contract for either the Sending School or the Receiving School is terminated or revoked.
8. **Effective Date.** As to each School, this Agreement shall be effective on the date this Agreement is incorporated into the School's Charter Contract by amendment.
9. **Conditional Upon Approval by Central Michigan University.** This Agreement shall become effective only if it is incorporated into the Charter Contracts with both the Receiving and Sending Schools by the Central Michigan University Board of Trustees.
10. **Notices.** All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally or by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):


If to Sending School:
 Board President
 Canton Charter Academy
 49100 Ford Road
 Canton, Michigan 48187

If to Receiving School:
 Board President
 FlexTech High School – Novi
 24245 Karim Blvd
 Novi, MI 48375

11. **No Waiver.** A party's failure to exercise a right or remedy will not operate as a waiver of any of that party's rights or remedies under this Agreement and will not constitute a waiver of the party's right to declare an immediate or a subsequent default.
12. **Severability.** If one or more provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law or decision, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way. Each party shall, in any such event, execute such additional documents as the other party may reasonably request to give valid, legal, and enforceable effect to any provision of this Agreement that is determined to be invalid, illegal, or unenforceable as written in this Agreement.
13. **Amendments.** This Agreement may only be amended, modified, or supplemented by an agreement in writing approved by the respective Boards and signed by an authorized representative of each party.
14. **Assignment.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Any purported assignment in violation of this Section shall be void.
15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
16. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and there are no other promises, assurances or terms of agreement among the parties other than those written herein. Nothing in this Agreement shall give rights to any other person. This agreement shall not be modified except in writing and signed by each of the parties.

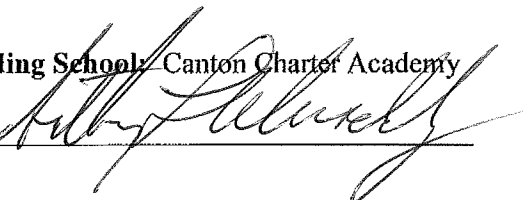
IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below.

Receiving School: FlexTech High School - Novi

By: 

Date: August 3, 2017

Sending School: Canton Charter Academy

By: 

Date: August 9, 2017

EXHIBIT A
RECEIVING SCHOOL'S ADMISSION AND ENROLLMENT PROCEDURES

The Academy complies with application and enrollment requirements pursuant to applicable Federal and State law and the terms and conditions of their charter contract.

Public School Academies have Federal and State obligations to report certain data including the race and ethnicity of their student populations. Academies cannot use the acquired data to discriminate against students. In addition, the parent/guardian's refusal to respond to such a request cannot lead to the denial of their student's enrollment.

Academy enrollment is open to all individuals who reside in Michigan. Copies of phone and water bills or lease agreements may be requested to establish residency requirements. The Academy's requirements to establish residency must be applied in the same way to all students. The Academy may not ask about a student's citizenship or immigration status (or the status of their parents/guardians) in determining residency. In addition, a homeless student (including an undocumented homeless student) cannot be denied enrollment because he/she cannot provide required documents to establish residency.

A certified copy of a birth certificate or other reliable proof of identity must be provided. If the person enrolling the student does not comply, local law enforcement agency will be contacted to investigate. The Academy has the authority to determine the type of "other reliable proof" of student's identity and age. The Academy will not deny enrollment because the parent or legal guardian did not provide a birth certificate or other reliable proof of identity.

The person enrolling the student must also provide proof of parentage (birth certificate is sufficient), custody paperwork, legal guardianship or other legal paperwork indicating a right to enroll.

Academy admissions may be limited to students within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district. The Academy may not prevent a student from enrolling because the student has a foreign birth certificate.

No student may be denied participation in the application process due to lack of student records.

The Board of Directors shall establish the enrollment calendar prior to each enrollment period, including the dates for the following:

1. Re-enrollment period for current students
2. Open enrollment for new applicants
3. Legal notice in a local newspaper of general circulation that includes:
 - the process for requesting and submitting applications,
 - the beginning date and the ending date of the application period,
 - the date, time, and place the random selection drawing will be held, if needed

Note: The Academy must forward a copy of the legal notice or advertisement to the authorizer.
4. Lottery: random selection drawing

The Board of Directors shall establish the maximum enrollment numbers prior to the date for the lottery, as stated on the enrollment calendar. The Board of Directors shall also confirm the grades to be offered for that enrollment. If the Board chooses to offer a different grade range for the next school year, a contract amendment and authorizer approval must first occur.

The Academy reserves the right not to accept an applicant for enrollment due to the applicant's expulsion or suspension from a previous school for any reason, or conviction of a felony, under state law. In those cases, an administrative review of the applicant's disciplinary record must occur prior to Academy requesting the student's CA-60. The student's enrollment will be contingent upon receiving and reviewing the student's entire educational record, including all special education and disciplinary records, prior to granting enrollment in the Academy.

The student's enrollment will be contingent upon the accuracy of the student's entire educational record, including all special education and disciplinary records, being received in a timely manner prior to granting enrollment in the Academy.

Re-enrollment

1. The Academy shall notify parents/guardians of all enrolled students of the deadline for re-enrollment. The re-enrollment notice must also request that the parent/guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
2. After collecting the parent/guardian responses, the Academy must determine the following:
 - The number of students who have re-enrolled per grade.
 - The number of siblings seeking admission for the upcoming academic year per grade.
 - The number of spaces remaining, per grade, after enrollment of current students and siblings.
 - If there is not enough space at a particular grade for all the siblings, then the Academy must develop a waiting list for siblings of re-enrolled students as determined by the random selection drawing.
3. Any student who was enrolled in the immediately preceding academic year is guaranteed admission for the following year, as long as an enrollment form for that student (or other adequate substitute) was received prior to the re-enrollment deadline and that particular grade is offered by the Academy.
4. An enrolled student who does not re-enroll by the specified date will be contacted. If no response is received within the stated timeline, then the student can only apply to the Academy during the application period for new students and must complete a Student Enrollment Application to be considered for a seat.

Application Process

1. The application period shall be a minimum of two weeks in duration, with evening and weekend times available. Applications are accepted via fax, scanned e-mail, mail and personal delivery.
2. The Academy accepts applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicant shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
3. 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 at the lottery by random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
4. After the students have been selected to fill the maximum number of spaces allowed by the Board, no more space will be deemed available. In the event that space becomes available, students shall be admitted according to the official waiting list or if no waiting list, on a first-come, first-served basis.
5. 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 authorizer.

Enrollment preferences

Enrollment preference is first given to currently enrolled students. Here is the order of preference for all categories of applicants:

- Current FTN enrolled students
- Siblings of currently enrolled FTN students
- Qualifying Students pursuant to matriculation agreements
- Siblings of Qualifying Students pursuant to matriculation agreements
- Child, including adopted child or legal ward, of a person who is staff member at the Academy or on the Academy Board
- Students selected in the random selection process
- Siblings of students selected in the random selection process
- All remaining applicants

Random Selection Drawing

1. A random selection drawing will be conducted if the number of applications exceeds the number of available spaces. The Academy shall:
 - Establish written procedures for conducting a random selection drawing.
 - Use a credible, neutral "third party" such as an ISD representative, CPA firm, or government official, to conduct the random selection drawing.
 - Establish the maximum number of spaces available per grade or grouping level.
 - Establish the date, time, place and person to conduct the random selection drawing.
 - Notify the authorizer of the both the application period and the date of the random selection drawing, if needed. The authorizer may have a representative on-site to monitor the random selection drawing process.
 - Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
 - Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
 - Draw first the youngest grade for which a drawing is necessary.
 - Add the siblings of students that have been selected to the appropriate grade. If that grade is full, then the sibling(s) will be added to the bottom of the sibling part of the waiting list of that grade.
2. The Academy shall notify applicants of the results from the random selection drawing. Students shall appear on the official waiting list in the order they were selected in the random selection drawing. The Academy will notify applicants not chosen in the random selection drawing that they were not selected and their name has been placed on the Academy's official waiting list for openings that may occur during the academic year.

Waiting List

The position on the waiting list shall be determined by random selection drawing. After the drawing, slots on the waiting list are considered on a first come, first served basis. Siblings of a currently enrolled student are given preference on the waitlist; however this is not a guarantee that a seat will become available. Students who are on the waiting list as non-siblings and become a sibling, due to the acceptance and attendance of their brother/sister, will be given sibling status.

Students on the waiting list will be contacted with any offer of admission to the Academy. It is the parent/guardian's responsibility to notify the school with any change of contact information. Any student who is offered a seat at the Academy and declines admittance, will need to reapply.

The waiting list shall cease to exist at the beginning of the next application period. Students on the waiting list at that time will need to reapply.

Disciplinary Record

When the student enrollment application indicates that the prospective student has been suspended or expelled from any previous school, the Academy must conduct a disciplinary review of the prospective student's discipline record, before requesting the student's CA-60, to determine his/her eligibility for enrollment before a CA-60 is requested. The parent /guardian must complete and sign a Request for Discipline which would allow the Academy to obtain a copy of the disciplinary record.

The Academy administration will conduct an investigative review of the circumstances that led to the suspension and/or expulsion. Based on the findings, the Academy administration will contact the parents/guardians to discuss the prospective student's eligibility for enrollment. The Academy reserves the right to decline acceptance to a prospective student for enrollment and attendance if the student has been expelled or suspended from a previous school for any reason as allowed by Michigan law.

The Academy may refuse to enroll an applicant if the any of the following are met:

1. The applicant is or has been within the preceding two years suspended from another school.
2. The applicant at any time before enrolling has been expelled from another school.
3. The applicant at any time before enrolling has been convicted of a felony.

If the Academy has counted the student for purposes of State Aid funding during this enrollment process, the Academy cannot refuse to enroll or refuse to continue to enroll the student for a reason stated above. However, the Academy is not prohibited from expelling the student for disciplinary reasons.

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 ninth 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 public school academy shall make information concerning its operation and management available to the public and to the Center in the same manner as is required by state law for school districts.

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

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

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

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

AMENDMENT NO. 1

to the
July 1, 2023 Contract to Charter
A Public School Academy and Related Documents

Issued To

OAKLAND FLEXTECH HIGH SCHOOL
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 1

OAKLAND FLEXTECH HIGH SCHOOL

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2023, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to OAKLAND FLEXTECH HIGH SCHOOL (the "Academy"), the parties agree to amend the Contract as follows:

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

The changes identified in Section 1 shall have an effective date of November 1, 2023.


- 2.) Amend the Terms and Conditions of Contract by replacing the language contained within Article X, Section 10.4. Grounds and Procedures for Academy Termination of Contract and Section 10.5. Grounds and Procedures for University Termination of Contract, with the corresponding language attached as Tab 2.

- 3.) Amend Schedule 2: Amended Bylaws, by replacing the language contained within Article XIII, Section 6. Contracts Between Corporation and Related Persons, with the language attached as Tab 3.

- 4.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials contained therein with the materials attached as Tab 4.

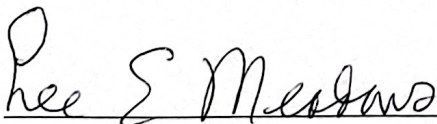
The changes identified in Sections 2 through 4 shall have an effective date of July 1, 2024.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees.



Dated: 06/11/2024

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



Dated: 6-6-2024

By: Lee Meadows
Oakland FlexTech High School
Designee of the Academy Board

Oakland FlexTech High School

Contract Amendment No. 1

Tab 1

PHYSICAL PLANT DESCRIPTION

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

Physical Plant Description 6-1
Site Plan 6-3
Floor Plans 6-4
Lease Agreement 6-6
Certificates of Use and Occupancy 6-28

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

2. The address and a description of the site and physical plant (the "Site") of Oakland FlexTech High School (the "Academy") is as follows:

Address: 23801 Industrial Park Dr.
Farmington Hills, MI 48335

Description: The Academy's Site includes a two-story brick-faced facility. The Academy is occupying only the first floor which is approximately 26,400 square feet. The space includes 10 classrooms, a MakerSpace area, a computer lab, a multi-use room, five restrooms, an information technology room, a teacher's lounge, conference and meeting rooms, several offices, storage areas, a janitor's closet and a lobby.

Configuration of Grade Levels: Ninth through Twelfth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Farmington Public Schools
ISD: Oakland Schools

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

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

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

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its

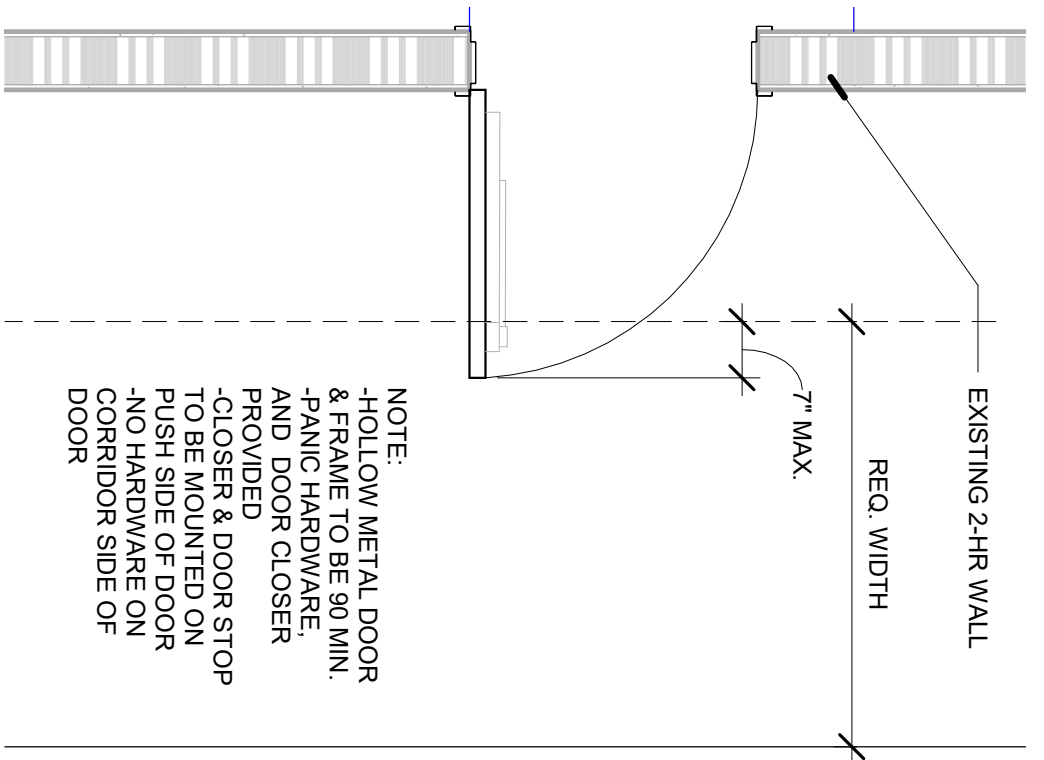
designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University Board or its designee, and the amendment regarding the new site has been executed.

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



A-101

EXISTING CORRIDOR



- HARDWARE NOTES:**
- PROVIDE DOOR HARDWARE PER ANSI A156.3
 - CAL ROYAL F9800 RIM EXIT DEVICE
 - STANLEY QDC 111 ALUMINUM CLOSER

- NOTE:**
- HOLLOW METAL DOOR & FRAME TO BE 90 MIN.
 - PANIC HARDWARE, AND DOOR CLOSER PROVIDED
 - CLOSER & DOOR STOP TO BE MOUNTED ON PUSH SIDE OF DOOR
 - NO HARDWARE ON CORRIDOR SIDE OF DOOR

1 A-102

Door Detail

Scale: 1/2" = 1'-0"
Ref: A-101

A-102

OCC HOLDINGS LLC, LEASE AGREEMENT WITH OAKLAND FLEXTECH HIGH SCHOOL

This Lease ("Lease") is made as of November 1st, 2023 between OCC HOLDINGS LLC, a Michigan Limited Liability Company, as Landlord, and OAKLAND FLEXTECH HIGH SCHOOL, a Michigan Charter School Academy, and a Michigan Nonprofit Corporation, as Tenant (each of Landlord and Tenant a "Party" and together, "Parties"), and the Parties agree as follows:

I. DESCRIPTION / BASIC TERMS

- A. Leased Premises: Suite 100 on the 1st floor of the building located at 23801 Industrial Park Drive, Farmington Hills, Michigan, 48335 ("Building"), which suite is deemed to comprise 26,400 rentable square feet ("Premises"). The Building, and the land upon which it is located, and all parking areas, and other structures and improvements on such land, which is commonly known as Studio Center Industrial Park, are collectively referred to as the "Property."
- B. Lease Term: The term of this Lease ("Term") shall begin November 1st, 2023 ("Commencement Date"), and terminate December 31st, 2033 ("Expiration Date"). Each Lease year will begin January 1st.
- C. Base Rent: The base rent ("Base Rent") during the Term of the Lease is as follows:

Month (s)	Sf Rate	Monthly Base Rent
November 1, 2023 – December 31, 2023	\$9.02	\$19,844.00
January 1, 2024 – December 31, 2024	\$9.20	\$20,240.00
January 1, 2025 – December 31, 2025	\$9.38	\$20,636.00
January 1, 2026 – December 31, 2026	\$9.57	\$21,054.00
January 1, 2027 – December 31, 2027	\$9.76	\$21,472.00
January 1, 2028 – December 31, 2028	\$9.96	\$21,912.00
January 1, 2029 – December 31, 2029	\$10.16	\$22,352.00
January 1, 2030 – December 31, 2030	\$10.37	\$22,814.00
January 1, 2031 – December 31, 2031	\$10.58	\$23,276.00
January 1, 2032 – December 31, 2032	\$10.80	\$23,760.00
January 1, 2033 – December 31, 2033	\$11.02	\$24,244.00

- D. Additional Rent: Tenant shall pay to Landlord its prorata share of the operating expenses ("Operating Expenses") and real estate taxes ("Taxes") of the Property during each Lease year. Tenant prorata share for 26,400 SQFT will be as follows:

Month (s)	Sf Rate	Monthly Base Rent
November 1, 2023 – December 31, 2023	\$2.10	\$4,620.00
January 1, 2024 – December 31, 2024	\$2.10	\$4,620.00
January 1, 2025 – December 31, 2025	\$2.20	\$4,840.00
January 1, 2026 – December 31, 2026	\$2.30	\$5,060.00
January 1, 2027 – December 31, 2027	\$2.40	\$5,280.00
January 1, 2028 – December 31, 2028	\$2.50	\$5,500.00
January 1, 2029 – December 31, 2029	\$2.60	\$5,720.00
January 1, 2030 – December 31, 2030	\$2.70	\$5,940.00
January 1, 2031 – December 31, 2031	\$2.80	\$6,160.00
January 1, 2032 – December 31, 2032	\$2.90	\$6,380.00
January 1, 2033 – December 31, 2033	\$3.00	\$6,600.00

- E. Utilities: Tenant will timely pay all charges and assessments made against the Premises for water, sewer, gas, electricity, telephone, heating, air conditioning, and for the consumption and use of all utilities of any nature, as and when due, during the Term and continuance of this Lease; all such utilities currently in place are metered or sub-metered for the Premises.
- F. Lease Security Deposit: Waived.

II. PAYMENT OF RENT

All Base Rent and Additional Rent (hereinafter defined) shall be paid to Landlord or its authorized agent, without deduction, abatement, set-off, prior notice, billing, or demand, on, or before the first day of each month at:

OCC Holdings LLC
9864 E Grand River, Suite 202
Brighton, MI 48116

Or via ACH payment link attached to each monthly invoice sent by Landlord.

Base Rent and Additional Rent are collectively referred to as Rent. Any Rent not received by the Landlord within five days of the due date will be subject to a late charge fee of 5% of the amount of such delinquent payment. Tenant acknowledges that such late charges cover Landlord's administrative costs, are reasonable, and are not a penalty or interest, and will be due and payable together with the next monthly installment of Base Rent. In addition to the foregoing late charges, if Tenant shall default in payment of any Additional Rent, Landlord may (but shall not be obligated to) make such payment, in which event such amount shall be payable as Additional Rent upon demand, together with interest at the rate of 10% per annum from the date of such payment by Landlord until reimbursement by Tenant. Tenant's covenant to pay Rent shall be independent of any other covenant set forth in this Lease other than Landlord's covenant of quiet enjoyment.

III. USE AND OCCUPANCY

The Premises shall be occupied for the operation of an educational facility, and for all related administrative and office use, and for no other purpose and Tenant shall not use the Premises for any purpose in violation of any law, ordinance, or regulation, or which will increase the existing rate of insurance for the Building, or cause cancellation of insurance covering the Building, or interfere with the rights of any other tenants of the Property, or interfere with the operations of the Property. Landlord represents to Tenant that as of the Commencement Date the Building, outside the Premises, will comply with all laws, rules, and regulations of all federal, state, and municipal government authorities (collectively "Laws") that apply to the use of the Premises for Tenant's intended use.

Given the Tenant's status as a public school academy the Landlord and the Tenant agree as follows:

A. When requested by Tenant and not more than once a year, the Landlord will provide an updated list to Tenant of the name and business of any other tenants to whom the Landlord has leased space in the Building.

B. The Landlord will do all within its reasonable control to not lease space in the Building to a tenant whose business may be detrimental to Tenant's business. Tenant will

notify Landlord of a tenant in the Building that Tenant considers detrimental to its business and will provide proof with detailed explanation and information (the "Documentation") of reasons of such detriment. After such notice the Parties will review the Documentation and in good faith will jointly determine if any potential actions are required, which may include Landlord's cooperation with the Tenant to eliminate such detriment. No agreement reached on potential actions required as stated in this paragraph does not constitute a breach of quiet enjoyment by Landlord.

IV. INSURANCE

Landlord shall maintain a so called "special perils" policy of property insurance covering the Building, and commercial general liability insurance for the common areas of the Property with coverage amounts customarily carried by landlords on similar properties, and such other commercially reasonable insurance Landlord may elect to maintain.

Tenant shall maintain commercial general liability insurance that includes contractual liability coverage, and coverage for Tenant's operations, and for the operations of any of its occupants, naming Landlord and Landlord's mortgagee, as additional insured's, including coverage for such liability assumed by Tenant under this Lease, and shall include an endorsement that such insurance is primary and not contributory to any similar insurance carried by Landlord, which insurance shall be considered excess insurance only. The limits of this coverage shall not be less than \$2,000,000.00 per occurrence, per location, and general aggregate, provided that these limits of coverage may be increased for commercially reasonable reasons consistent with industry standards upon written notice by Landlord to Tenant; provided, however, such limits shall not materially increase during the initial Term of this Lease.

Tenant shall also maintain business personal property and business interruption insurance insuring all of Tenant's stock and trade, trade fixtures, equipment, leasehold improvements and alterations, furniture, furnishings, computers, digital and other records and files, and all related equipment, software and data, and all personal property of any nature located at the Property, from damage caused by perils contained in a so called "special perils" loss form. Notwithstanding anything in this Lease to the contrary, all of the aforementioned property shall remain at Tenant's sole risk, and Landlord shall not be liable under any circumstances for any damage to, or loss of such property for any reasons.

Tenant shall maintain such worker's compensation as required by law and employer's liability insurance with limits no less than \$1,000,000.00.

Tenant shall maintain contingent liability and builder's risk insurance in amounts satisfactory to Landlord with respect to any alterations or improvements to be made by Tenant.

All insurance required by this Sections to be carried by Tenant shall be in such form, and shall provide such coverage and extended coverage, and be written by such underwriters and insurance companies as Landlord, or Landlord's mortgagee may reasonably require. All insurance policies required by this Section shall be issued by an insurance company having a Best Rating of A – VII or better, require 30 days' written notice to Landlord and to its mortgagee before cancellation or change in coverage, scope, or the amount of the policy, and provide that such insurance company waives all right of recovery by way of subrogation against Landlord and its property manager in connection with any damage covered by such

policy. A certificate insurance of all such insurance coverage required herein, together with the evidence of payment of premium, shall be delivered to Landlord prior to the Commencement Date and thereafter not less than 30 days prior to expiration of the term of the policy. In the event Tenant shall require such contractor or vendor that provides services to Tenant at the Premises, upon request, Tenant shall require such contractor or vendor to provide the above specified commercial general liability and worker's compensation and employer's liability insurance in such amounts reasonably requested by Landlord. If Tenant fails to obtain and maintain all or any of the insurance required by this Section then, upon 10 days' written notice to Tenant, Landlord may, but shall not be required to, procure or renew such insurance, and any amounts paid by Landlord for such insurance will be immediately payable by Tenant to Landlord as Additional Rent.

Landlord and Tenant hereby each release and waive all rights of recovery against each other, their officers, directors, managers, members, shareholders, partners, employees and agents for property loss arising from any cause covered by insurance required to be carried by Landlord and Tenant pursuant to this Lease, or any other property insurance actually carried by each of them even if the loss is due to the negligence of the other. This waiver includes any deductibles and/or self-insured retentions of self-insured property coverage each chooses to retain up to \$15,000.00. Each Party shall cause its insurers to waive all rights of recovery by way of subrogation against the other in connection with any damage covered by any such policy. By this provision, Landlord and Tenant intend that the risk of loss or damage be borne by the Parties' insurance carriers, and Landlord and Tenant shall look solely to, and seek recovery only from, their respective insurance carriers in the event a loss is sustained which is covered by insurance required to be carried under this Lease. For this purpose applicable deductible amounts shall be treated as though they were recoverable under such policies.

Tenant shall pay as Additional Rent the increase in premiums for insurance that are changed during the Term of this Lease on the amount of insurance carried by Landlord resulting from the activities of Tenant on the Premises other than educational and general office use, provided Landlord provides Tenant with a statement from its insurance broker or underwriter that evidences the increased premium and the basis thereof. Tenant shall comply, at its own expense, with any requirements pertaining to the Premises requested or imposed by any insurance company as a result of Tenant's particular use of Premises which is necessary for the maintenance of property and liability insurance pertaining to the Building.

To the extent permitted by law, Landlord and Tenant each (in either case, the "Indemnitor") agree to hold harmless and indemnify the other, and the other's agents (collectively, the "Indemnitor"), from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Indemnitee, including, without limitation, reasonable attorney's fees and expenses, for death or injury to, or damage to property of, third parties, other than the Indemnitees, that may arise from the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, shareholders, partners or employees. Such third parties shall not be deemed third party beneficiaries of any provisions of this Lease. If any action, suit or proceeding is brought against any of the Indemnitees by reason of the negligence or willful misconduct of Indemnitor or any of Indemnitor's agents, members, shareholders, partners or employees, then Indemnitor will, at Indemnitor's expense and at the option of said Indemnitees, by counsel reasonably approved by said Indemnitee, resist and defend such action, suit or proceeding. In addition, to the extent permitted by law, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Indemnitee's from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Landlord or Landlord's Indemnitees, including reasonable

attorney's fees and expenses, for death or injury to, or damage to property of, third parties (other than Landlord's Indemnitees) that may arise from any act or occurrence in the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's Indemnitees.

V. BUILDING SERVICES/REPAIRS/CARE OF PREMISES

The hours of operation of the heating, ventilation, and air conditioning (HVAC) systems shall be from 7:00 a.m. to 8:00 p.m. on regular business days, Monday through Friday, and from 8:00 a.m. to 5:00 p.m. on Saturday. Overtime HVAC shall be made available to Tenant at other than customary hours upon reasonable advance notice to Landlord at a cost of \$75.00 per hour, with a four hour minimum. Utility services including water sufficient for lavatory, toilet, and ordinary cleaning purposes, electricity, and elevator service, and access to Building and Premises will be available 24 hours a day, seven days a week. The electricity provided to the Premises shall not be used for purposes other than illumination and the operation of the typical office equipment and equipment used for educational purposes.

Landlord shall be responsible for all necessary maintenance, repairs, and replacements to, and of all, structural elements of the Building, and other base building systems and equipment to the extent same do not exclusively serve the Premises, including the common areas, exterior walls, window frames, roof and foundation, and Landlord shall not be responsible for Tenant's trade fixtures, tenant improvements, and or any repairs resulting from the act or neglect of Tenant, its agents, employees, contractors, clients, customers, or invitees, which shall be Tenant's responsibility.

The current HVAC system is in good working order, upon Commencement Date, Tenant will keep the HVAC and all utility lines within and exclusively servicing the Premises in good repair, and shall keep the Premises under Tenant's control (including adjoining hallways, if applicable) clean and free from rubbish and debris at all times, and upon the Expiration Date yield and deliver up the same in good condition and repair, reasonable use and wear, and damage from casualty that is Landlord's responsibility to restore excepted. Such maintenance obligation of Tenant shall include, without limitation, the windows, doors, all plate glass, lighting, all HVAC electrical, mechanical and plumbing systems, in good appearance, maintenance, and repair, including any and all replacements thereof. Tenant shall employ a reputable contractor to conduct regular maintenance of the HVAC systems serving the Premises, no less than 2 times per calendar year, and shall maintain a log of such maintenance services to be made available to Landlord upon request. Tenant will engage its employees or a separate janitorial service to perform, and shall pay expenses it incurs in connection with, janitorial services. Tenant shall not be charged for janitorial expenses in any pass through expenses and individuals performing janitorial services shall be provided reasonable access to the Premises and Building. Landlord shall provide a location for Tenant's dumpster and Tenant shall pay for trash removal and shall not be charged for trash removal in any pass through expenses. Tenant shall be responsible to obtain and pay for security services to the extent necessary. Any repairs, additions, or alterations to the Premises or to any of the systems located herein that are required by any law, statute, ordinance, rule, regulation, governmental authority, or insurance carrier will be the obligation of Tenant. For purposes of this Section, the term "Premises" shall be deemed to include all items, fixtures, and equipment installed by, or employed for the exclusive benefit of, or at the expense of Tenant, including, without limitation, if applicable, plumbing, HVAC and electrical equipment located within and exclusively serving the Premises, and within the interior surfaces of the ceilings, walls, floors and doors and interior windows (and, if the Premises and all corridors

and restroom facilities located in the Premises. Tenant shall not be obligated to replace exchangers, blowers, complete units or make capital replacements to the HVAC units, which replacements shall be Landlord's responsibility,

As used in this Lease, "common areas" means the areas of the Building or Property designated by the Landlord from time to time for the common use of other tenants, and for the public.

VI. ASSIGNMENT AND SUBLETTING

Tenant may not assign, sublet, or in any manner transfer this Lease, or any interest therein, or allow anyone to occupy the Premises (collectively or individually a "Transfer") without the prior written consent of Landlord, which consent may be reasonably withheld. The sale or transfer of any controlling membership or partnership interests, or the sale, or transfer of any controlling shares of stock, or of any other financial or controlling interest of Tenant including, without limitation, the sale, merger, or reorganization of Tenant, or any other event that results in a change in the voting or control of Tenant, shall be deemed to be a Transfer of this Lease within the meaning of this Section. Notwithstanding the foregoing, Tenant may (i) sublet up to a maximum of 25% of the Premises without the consent of Landlord to any entity that controls, is wholly owned and controlled by, or under common control with Tenant (ii) assign this Lease to any entity that controls, is wholly owned and controlled by, or under common control with Tenant; (iii) assign this Lease in connection with the sale of all or substantially all of the Tenant's assets; (iv) transfer shares or membership interests by and among current owners or in connection with estate planning transfers ("Permitted Transfer"), provided that prior to the implementation of such assignment, sublease or transfer, Tenant provides Landlord with the identity of such sublessee, and a copy of the proposed sublease for Landlord's approval, not to be unreasonably withheld. No assignment or sublease shall affect or reduce any of the obligations of Tenant hereunder, and all such obligations shall continue in full effect as obligations of a principal and not as obligations of a guarantor or surety to the same extent as though no assignment or subletting had been made. Notwithstanding any other provision hereof, no sublease or assignment shall impose any additional obligations on Landlord, or otherwise affect any of the rights of Landlord or Tenant and their successors and assigns under this Lease.

Landlord's consent shall not be considered unreasonably withheld if Landlord reasonably determines that (i) the proposed transferee's financial condition is inadequate for the obligations such transferee is assuming in connection with such proposed Transfer; (ii.) the transferee's business or reputation is not suitable for the Building or the Building's prestige, or would result in a violation of, or would interfere with, another tenant's rights under its lease at the Building; (iii) the transferee is a governmental agency; (iv) Tenant, or would interfere with, is in default beyond any applicable notice and cure period; (v) any portion of the Property would likely become subject to additional or different laws as a consequence of the proposed Transfer; or (vi) Landlord or its leasing representatives has received a proposal from, or made a proposal to, the proposed transferee to lease space in the Building within two years prior to Tenant's delivery of written notice of the proposed Transfer to Landlord. Any attempted Transfer in violation of this Section, shall, exercisable

in Landlord's sole discretion, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. If Tenant requests Landlord's consent to a Transfer, Tenant shall submit to Landlord (i) financial statements for the proposed transferee, (ii) a copy of the proposed assignment or sublease, and (iii) such other information as Landlord may reasonably request. After Landlord's receipt of the required information and documentation, Landlord shall either: (1) consent or reasonably refuse consent to the Transfer in writing; (2) in the event of a proposed assignment of this Lease, terminate this Lease effective the first to occur of 90 days following written notice of such termination, or the date that the proposed Transfer would have come into effect; and (3) in the event of a proposed subletting, terminate this Lease with respect to the portion of the Premises which Tenant proposes to sublease effective the first to occur of 90 days following written notice of such termination, or the date the proposed Transfer would have come into effect. Notwithstanding the foregoing, if Landlord gives notice of termination to Tenant under the preceding subparts (2) and (3), Tenant shall have the right to rescind its proposed assignment or subletting, in which case such termination will not take effect. Tenant shall reimburse Landlord for its reasonable attorney's fees incurred by Landlord in connection with Landlord's review of such proposed Transfer or Permitted Transfer, and for the preparation and/or review of any applicable documentation. Each permitted assignee shall assume, and be deemed to have fully assumed, this Lease and shall be fully liable for the payment of all Rent and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease. No Permitted Transfer or assignment shall be effective unless Tenant shall promptly deliver to Landlord a duplicate original of the instrument of assignment document in form reasonably satisfactory to Landlord, containing a covenant of assumption by the assignee of all the obligations aforesaid.

VII. CASUALTY

If the Premises or any part shall be damaged by fire, or other casualty, Tenant shall give prompt written notice thereof to Landlord. If the Building shall be so damaged that substantial alteration, or reconstruction of the Building shall, in Landlord's sole opinion, be required, whether or not the Premises shall have been damaged by such casualty, or in the event there is less than one year of the Lease Term remaining, or in the event Landlord's mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or in the event of any material uninsured loss to the Building, or in the event Landlord elects to demolish all or a material portion of the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within 90 days after the date of such casualty. If Landlord does not thus elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building, and the improvements located within the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty. Notwithstanding the foregoing, Landlord's obligation to restore the Building, and the improvements located within the Premises shall not require Landlord to expend for such repair and restoration work more than the amount of its policy deductible amount, and the insurance proceeds actually received by Landlord as a result of the casualty. When the repairs described in the preceding

two sentences have been completed by Landlord, Tenant shall complete the restoration of all furniture, fixtures and equipment which are necessary to permit Tenant's re-occupancy of the Premises. In the event Landlord elects to repair the damage or destruction, but such repairs are not substantially complete to a point where Tenant can conduct its business at the Premises, Tenant may terminate this Lease. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Rent shall be abated from the date of the damage or destruction for any portion of the Premises that is unusable by Tenant. In addition to the foregoing, if as a result of the casualty, more than 25% percent of the floor area of the Premises shall be damaged or destroyed, and Tenant will not be able to use the Premises for the operation of its business for 90 days or more following the date of casualty, or the entire Building is shut down for restoration and it appears that such shut-down will continue for more than 90 days from the date of casualty, or any material damage or destruction occurs to the Premises during the last 12 months of the then-current term of this Lease, Landlord or Tenant shall have the right, but not the obligation, to terminate this Lease by giving written notice of its election to terminate, such notice to be given within 30 days after the casualty.

VIII. TENANT ALTERATIONS AND LIENS

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's written consent, which consent may be conditioned upon compliance with Landlord's regulations pertaining to such work, which regulations may include a completion bond in an amount equal to the estimated cost to insure Landlord against any mechanics or material liens for any project totaling more than \$25,000.00. Tenant shall keep the Property free from, and to the extent permitted by law, shall indemnify and hold harmless Landlord from and against any mechanics or materialmen's liens or any other encumbrances arising out of any of Tenant's alleged acts or omissions, or any material or work claimed to have been furnished to the Premises or Property at Tenant's request. Tenant shall not suffer or permit any lien of mechanics or materialmen or others to be placed against the Property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Tenant or the Premises, and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within 30 days after the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant. All moveable partitions, trade fixtures, equipment or furniture located in the Premises acquired by Tenant which can be removed without structural damage to the Building or Premises, and all personally brought into the Premises by Tenant ("Tenant's Property") shall be owned and insured by Tenant.

IX. SURRENDER

Upon the Expiration Date Tenant shall surrender the Premises to Landlord in good condition existing as of the date hereof, except as repaired, rebuilt, restored, altered, or added to as permitted or required hereby, and except for ordinary wear and tear, loss or damage caused by Landlord or attributable to casualty or condemnation. Tenant shall remove from the Property all its furniture, movable equipment, personal property, and all electronic, phone and data cabling, and wiring exclusively servicing, and situated within, the Premises, and all exterior and interior signage installed by Tenant on or prior to the Expiration Date and shall repair any damage caused by such installation and removal, all at Tenant's sole cost and expense. All fixtures, equipment, improvements, and appurtenances attached to, or built into the Premises at the commencement of, or during the Lease Term, whether or not by, or at the expense of, Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord, and shall not be removed by Tenant except as expressly provided herein. Landlord may, nonetheless, at any time prior to the 30 days prior to the Expiration Date, or the termination of Tenant's right to possession of the Premises, to remove certain designated Leasehold Improvements at the Tenant's sole cost if Tenant installed such Leasehold Improvements without Landlord's prior written consent. Tenant shall, at its sole cost and expense, repair any damage caused by such removal and perform such other work as is reasonably necessary to restore the Premises as herein provided. If Tenant fails to remove any of the foregoing items or to perform any required repairs and restoration, Landlord, at Tenant's sole cost and expense, may remove the same and repair any damage occasioned thereby or dispose thereof, or deliver such items to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery, or warehousing of such items within 10 days after demand from Landlord, and such failure shall be deemed a holding over by Tenant until such failure is rectified by Tenant or Landlord.

X. EMINENT DOMAIN

If the whole or any part of the Property shall be taken by any public authority under the power of eminent domain, or if in contemplation of any potential condemnation proceeding (even if such proceeding is not yet authorized or pending), Landlord enters into any negotiations or agrees to sell all or any portion of the Building to any governmental, municipal, or quasi-governmental agency, including, without limitation, any conveyance in lieu of any such proceeding, or if, under any circumstances, Landlord enters into an agreement to sell all, or a portion of, the Building to any governmental, municipal, or quasi-governmental agency then, at Landlord's election, upon reasonable notice of at least 120 days, the Term of this Lease shall cease as of the date identified in such notice, and the Rent and all of Tenant's other obligations shall be paid up to that day. All damages awarded for such taking shall belong to and be the property of the Landlord provided, however, Landlord shall not be entitled to any portion of a separate award made to the Tenant for its loss of business, business interruption, and relocation expenses.

XI. CONDITION OF PREMISES

Tenant has examined and investigated the Property, including the Premises, prior to entering of this Lease, and knows the condition thereof, and acknowledges that no representations as to its condition or state of repairs have been made by Landlord or Landlord's agent that are not herein expressed. Tenant hereby accepts the Premises in its present "as is" condition at the date of the execution of this Lease, subject only to the express representations of Landlord hereunder, and subject to Landlord's obligations specified in Section 20, and provided that Tenant does not accept any presently existing hazardous material.

XII. QUIET ENJOYMENT

Subject to the terms of this Lease, if Tenant is not in default beyond any applicable cure period, Tenant may peacefully and quietly have, hold, and enjoy the Premises for the Term specified herein.

XIII. BREACH AND REMEDIES

If Tenant should fail to pay any Rent, or any other sum required by this Lease to be paid to Landlord at the time or in the manner provided herein; or if default shall be made by Tenant in any of its non-monetary covenants, conditions, or obligations contained herein, and such non-monetary default continues for 10 days after written notice of such default, or if Tenant abandons the Premises, then, in any such event, Landlord shall, at its option, in addition to, and not exclusive of, any other remedy Landlord may have under this Lease or by law, without any further demand or notice, be entitled to any one or more of the following remedies that are available under, and in accordance with, applicable law: (i) to pay any sum required to be paid by Tenant hereunder, in which event said amount so paid shall be paid by Tenant to Landlord with the next succeeding Base Rent payment, and any default in such payment shall be construed a default in the payment of Base Rent, (ii) to re-enter the Premises and eject all persons, and remove and dispose of all personal property, (iii) to declare this Lease at an end and terminated, (iv) to recover from Tenant Rent or any other sum due Landlord under this Lease, (v) to recover from Tenant the amount of the Rent reserved hereunder for the balance of the Term of the Lease, (vi) to recover from Tenant any actual damages sustained by Landlord, including, without limitation, all costs and expenses including reasonable legal fees and costs, court filing fees, and leasing commissions, and (vii) to continue this Lease in effect and relet the Premises or any part thereof, as agent for and for the account of the Tenant, on such terms and conditions as Landlord may deem advisable, in which event the rents received on such reletting shall be applied first to the expense of such reletting and collection, including necessary renovation and alteration fees, reasonable attorney fees, and any real estate commissions paid, and thereafter toward the payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency on demand. Landlord will not be obligated or responsible in any way for any failure to relet the Premises or, in the event that the Premises are relet, for the failure to collect the rent under such re-leasing, provided Landlord has made commercially reasonable efforts to mitigate damages. The failure of Landlord to relet all or any part of the Premises will not release or

affect Tenant's liability for rent or damages. If Landlord elects any one or more remedies granted above, Landlord shall have the right to elect one or more other remedies at any time thereafter. No action of Landlord shall be construed as an election to terminate this Lease unless a court, so orders or written notice of such intention is given by Landlord to Tenant. However, nothing in the foregoing provisions intended to relieve Landlord of its obligation to exercise commercially reasonable efforts to mitigate damages. Landlord and Tenant hereby waive any right either one of them may have to request a jury in connection with any actions or proceedings related in any way to disputes arising out of or related to this Lease.

Landlord shall be in default hereunder if Landlord fails to perform within a reasonable time any obligation required to be performed by Landlord under the terms of this Lease, 30 days after written notice.

Notwithstanding anything to the contrary contained in this Lease, Landlord may not exercise any of its rights or remedies under this Lease with respect to Tenant's failure to perform or observe any of its monetary or non-monetary obligations or covenants under this Lease except as follows: With respect to a monetary default, Tenant shall be entitled to a fourteen (14) day written notice and opportunity to cure once per Lease year, but no notice shall be required with respect to the imposition of the late charge identified in Section 2. With respect to a nonmonetary obligation or covenant, as provided above, Tenant shall be entitled to a 30 day notice and opportunity to cure provided, however, that if any such non-monetary failure is not reasonably susceptible of being cured within such 30 day period, Landlord may not exercise any such rights or remedies unless Tenant fails to commence to cure such failure within such 30 day period or thereafter fails to diligently pursue a cure to completion. Provided further, that if, in Landlord's opinion, such nonmonetary default may potentially result in materially adverse damage to the condition or reputation, or management or operation of any part of the Property, such 30-day period shall be reduced to 10 days. Tenant may not exercise any available remedies against Landlord for Landlord's failure to perform or observe any of its other obligations or covenants under this Lease unless such failure is not cured within 30 days after Tenant gives Landlord written notice thereof provided, however, that if any such failure is not reasonably susceptible of being cured within such 30 day period, Tenant may not exercise any such rights or remedies unless Landlord fails to commence to cure such failure within such 30-day period, or thereafter fails to diligently pursue a cure to completion.

XIV. HAZARDOUS SUBSTANCES

Landlord represents to Tenant that Landlord has no knowledge of any hazardous substances within the Building, or the land on which the Building is constructed, that are not adequately controlled, or have not been remediated in accordance with all applicable legal requirements. Tenant acknowledges receipt of the indoor air testing report of the Premises dated, May 22, 2019, prepared by AKT Peerless Environmental Services that opines, among other things, that "Based on our findings and general observations made during site visit, no air quality concerns or mold conditions were identified. Additional follow-up actions are not warranted at this time." Landlord shall also, promptly upon learning of the presence of any hazardous

substances that may adversely affect Tenant's use and occupancy of the Premises, Landlord shall advise Tenant, and shall, at its sole cost, remove or remediate, as appropriate in accordance with applicable law, any such substances. Landlord will indemnify, defend, and hold Tenant harmless from and against any liability sustained by Tenant resulting from Landlord's failure to fully comply with the provisions of this Section.

Tenant shall not manufacture, store, generate, treat, or dispose of any hazardous substance on the Premises, or cause, suffer, or permit the same to be done by any person or entity. For purposes of this Section, the term "hazardous substance" shall mean any substance, the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by any law or regulation having as its object the protection of public health, natural resources, or the environment other than *de minimis* amounts used in the ordinary course of Tenant's general office and for permissive educational uses and handled in accordance with applicable law. In the event that any hazardous or toxic substance is discovered to have been released by Tenant, its employees, agents, contractors, or third parties under Tenant's control, during its occupancy of the Premises, whether such discovery is made during the Term of this Lease, or at any time thereafter, Tenant shall, at its sole cost and expense, take all steps necessary to forthwith remove or remediate, as appropriate in accordance with applicable laws, any such hazardous substances in full compliance with all applicable laws and regulations and to the reasonable satisfaction of Landlord. To the extent permitted by law, the Tenant will indemnify, defend, and hold Landlord harmless from and against any liability, sustained by Landlord resulting from Tenant's failure to fully comply with the provisions of this Section. When good cause exists, Landlord reserves the right (but shall not have the obligation) to enter and inspect the Premises from time to time during the Tenant's business hours and upon reasonable notice in connection with the foregoing.

XV. BANKRUPTCY

If, at any time, a petition in bankruptcy shall be filed by or against Tenant, Tenant shall be adjudicated as bankrupt or insolvent, a receiver or trustee shall be appointed for all or a portion of Tenant's property, Tenant shall make an assignment for the benefit of creditors, Tenant voluntarily or involuntarily takes advantage of any debtor relief proceedings under present or future law, or any of Tenant's property shall be levied upon or attached under process against Tenant, then Tenant shall be deemed to have committed a material breach of this Lease, and in any of said events this Lease, at the option of Landlord, may be canceled and terminated, and Landlord may reenter the Premises; however, notwithstanding such termination, Tenant shall remain liable for all Rent and damages which may be due at the time of such termination as herein provided, and nothing herein shall be deemed to preclude Landlord from obtaining the maximum amount recoverable from Tenant under applicable law in any proceeding; and Tenant hereby covenants that in the event of a termination or reentry under this Section, Tenant shall be liable to Landlord for the maximum amount recoverable from Tenant under the law pertaining to the proceeding resulting in such reentry or termination by Landlord. As used in this Section, "Tenant" includes any guarantor of Tenant's obligations under this Lease.

XVI. SECURITY DEPOSIT

WAIVED.

XVII. ESTOPPEL AND SUBORDINATION

Within 10 days after request by Landlord, Tenant agrees to execute and deliver a written statement which certifies (to the extent true and correct) (i) that this Lease is in full force and effect, (ii) the date of commencement and termination of this Lease, (iii) that Rent is paid currently without any setoff or defense thereto, (iv) the amount of Rent, if any, paid in advance, (v) that there are no uncured defaults by Landlord or stating those claimed by Tenant, provided that all such facts are accurate and ascertainable, and (vi) such other information reasonably requested by Landlord's mortgagee. If any lender shall request reasonable modifications to this Lease as a condition to financing or refinancing the Property or property of which the Premises form a part, Tenant shall not unreasonably withhold or delay its consent thereto provided such modifications do not materially adversely affect the leasehold interest hereby created, notably related to the monthly Rent amount, except Tenant may be required to give notices of any defaults by Landlord to such lender, and/or permit the curing of such defaults by such lender within such time as lender may reasonably require.

This Lease shall be fully subject and subordinate to the lien of any mortgage now or hereafter placed upon the Property provided the holder of such mortgage agrees to recognize and not disturb Tenant's interest in the Premises on the condition that Tenant performs its obligations under this Lease. Tenant agrees to execute any documents requested by Landlord or any mortgagee to confirm, any such subordination within 10 business days of such request, provided such document(s) contain commercially reasonable non-disturbance provisions that in the event of foreclosure or the assertion of any other rights under the mortgage or lease, this Lease and the rights of Tenant hereunder shall continue in effect and shall not be terminated or disturbed so long as Tenant continues to perform and is not in default under this Lease beyond all applicable notices and opportunity to cure.

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed in lieu of foreclosure is made relating to the Property or Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. In the event of such attornment, this Lease shall continue in full force and effect as a direct Lease between Tenant and such purchaser upon all the Terms, covenants, conditions, and agreements set forth in this Lease. However, such purchaser shall not be bound by any payment of Rent made by the Tenant to the Landlord for more than one month in advance, or bound by any material amendment or modification of termination of the Lease affecting the interest of the Purchaser made without the written consent of Landlord's lender or the purchaser, or liable for any act or omission of Landlord (unless such act or omission constitutes a continuing default under the terms of this Lease, in which event such purchaser shall be obligated to cure the default), or liable for the return of any security deposit unless any such security deposit has actually been received by such purchaser, or liable for any offsets, credits, or other claims against rental

for any prior periods.

XVIII. SIGNAGE/BUILDING DIRECTORY

Tenant shall be provided with space on any general and/or floor directory that maybe a part of the Building. Tenant may install appropriate Building standard signs and logos on the Tenant's entrance doors to the Premises subject to Landlord's consent, which shall not be unreasonably withheld. Tenant acknowledges that the Premises is part of an integrated and uniform commercial Building and that control of interior and exterior signs by Landlord is essential to maintain uniformity and aesthetic value in the Building.

XIX. TENANT IMPROVEMENTS

Landlord and Tenant agree that all improvements required by Tenant shall comply with all applicable governmental regulations, and which will enable a public high school certificate of occupancy for the Premises ("Improvements"). In cooperation with Tenant, Landlord shall select, designate, and oversee the general contractors ("Contractor") to construct the Improvements, and request construction estimates, plans, and specifications. The final plans and Specifications and Construction Budgets shall be subject to Landlord's approval, not to be unreasonably withheld, conditioned, or delayed, but the Parties acknowledge and agree, that the Tenant and not Landlord, shall be solely responsible for any deficiencies, defects in design, accuracy, legality, and construction of the Improvements such that they accurately conform with all of Tenant's occupancy and legal requirements.

Upon final approval of all estimates and construction plans, Landlord shall enter into a construction contract with the Contractor in form and substance approved by Tenant. Landlord shall not approve any material change to the construction contract, or to any terms of said contract, and shall not execute any changes orders without Tenant's prior written consent.

Landlord will provide Tenant with an Improvement Loan, which shall be repaid by Tenant in equal monthly payments amortized over 3 years with an interest of 13% per annum; or over 4 years with an interest of 14% per annum; or over 5 years with an interest of 15% per annum. Monthly payments will be due on the first of each month commencing on the date agreed on as the commencement of construction of Improvements.

In the event Tenant terminated this Lease for any reason, the entire balance of the Improvement Loan will be due, and Tenant will be responsible to pay said balance in its entirety no later than 30 days after notice of termination of this Lease Agreement.

XX. EARLY TERMINATION RIGHT

Tenant represents to Landlord that its operations in the Premises are subject to its Charter Contract ("Charter") issued by the Central Michigan University Board of Trustees ("Authorizer"), with a term expiring June 30, 2028 ("Charter Expiration Date"). Tenant covenants to Landlord that it will continue to exercise its good faith and all commercially reasonable efforts to ensure its full compliance with such Charter, and to obtain a renewal and/or extension, or a new charter, with such Authorizer to remain at the Premises for the balance of the Lease Term. If the Tenant's Charter issued by the Central Michigan University Board of Trustees is revoked, terminated or a new Charter is not issued to the Tenant after expiration of the Tenant's Charter, this Lease shall automatically terminate on the same day as the Tenant's Charter is revoked, terminated, or expires and Tenant shall pay Landlord the Termination Fee, as hereinafter defined. In the event that the Tenant is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Charter, and such closure of the Tenant's operations at the Premises or reconstitution causes an amendment to or termination of this Lease, the Parties agree that this Lease shall be amended or terminated to implement the Academy site close or reconstitution and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution other than the Tenant being responsible for payment of the Termination Fee as hereinafter defined. It is agreed that the Termination Fee is an amount which is the sum of: (A) the product of (I) the total of any unpaid Tenant Improvement loan plus (B) any unpaid Rent or other charges which accrue through the date Tenant vacates the Premises in the condition required under this Lease. Landlord will compute the termination fee and provide Tenant a written notice of the termination fee ("Termination Fee Notice") within 30 days after receipt of written notice of termination from Tenant. In the event Tenant refuses to timely pay the early termination fee as set forth in the Termination Fee Notice within thirty (30) days after the Termination Fee Notice, Tenant shall remain liable for the Rent provided to be paid through the stated term of this Lease.

XXI. GENERAL

- A The designation of any area as a common area shall not be deemed to be a permanent designation, and Landlord shall have the right to reclassify any area and to lease to others any area previously designated as a common area subject to the provision of reasonable notice to Tenant. Tenant and its employees, customers and permitted subtenants shall have the nonexclusive right to use the common areas as constituted from time to time, such use to be in common with Landlord, other tenants, and other persons entitled to use same, and shall be subject to such rules and regulations governing such use as Landlord may uniformly impose upon all tenants from time to time. Landlord may not eliminate or reconfigure any common areas in a manner which would materially interfere with the operation by Tenant of its business at the Premises. Without limitation, the Landlord may not grant reserved parking or eliminate parking serving the Building.
- B. Tenant shall not use, occupy, suffer or permit the Property, or any part

thereof, to be used in any manner, or suffer or permit anything to be brought into or kept therein, which would, in Landlord's reasonable judgment, (i) be in violation of any law, Ordinance, or regulation, (ii) increase the existing rate of insurance for the Property or cause cancellation of insurance covering the building, (iii) interfere with the rights of any other tenants (acknowledging that the conduct by Tenant of the business specified in this Lease shall not be deemed to interfere with the rights of other tenants), (iv) make unobtainable at standard rates from any reputable insurance company any fire insurance with extended coverage or liability, elevator, boiler, umbrella, terrorism, environmental, or other insurance, (v) cause, or be likely to cause, injury or damage to the Building or to any Building equipment or to the Property, (vi) constitute a public or private nuisance, (vii) violate any certificate of occupancy in the Building, (viii) emit objectionable noise, fumes, vibrations, heat, chilled air, vapors or odors into or from the Building or the building equipment, or (ix) interferes with the operations of the Property or impair or interfere with any of the Building services, including the furnishing of electrical energy, or the proper and economical cleaning, heating, ventilating, air conditioning or other servicing of the Building, building equipment, or the Property.

- C. Except as otherwise provided in Section 19 of this Lease, if any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in or occupancy of the Premises, then Tenant, at its sole expense, shall procure and thereafter maintain such license or permit and submit the same to Landlord for inspection upon Landlord's request, and shall comply with the terms and conditions of each such license and/or permit.
- D. Tenant and all its owners, members, shareholders, and principals is/are not, and will not be, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto, including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.
- E. In the event the square footage (or approximate square footage) of the Premises and/or of the Building is identified in this Lease, the Parties agree that the Premises (and the Building) shall be deemed to include such square footage as set forth therein, and in no event shall Landlord or Tenant have the right to challenge or modify the Rent, or any other sums due hereunder as a result of any claimed or actual error or omission in the square footage of the Premises or Building.
- F. Tenant shall have no access or rights to the roof. Tenant shall not post any signs viewable from the exterior of the Building or erect any structures for storage or any aerial without the written consent of Landlord which consent shall not be unreasonably withheld, delayed or conditioned. Landlord may

enter the Premises, at reasonable times and upon reasonable notice, and immediately upon an emergency, to install or repair pipes, wires, and other appliances, or make any repairs, renovations, or improvements deemed necessary by Landlord for the use, occupancy, maintenance, repair, and improvement of the Premises or other parts of the Building. Landlord shall use its good faith efforts to minimize interruption or disturbance of Tenant's business, and if the conduct of Tenant's business is materially interfered with for a period greater than one week (and provided the repairs have not been made necessary by the acts or omissions of Tenant) Tenant shall be entitled to an abatement of Rent for the period of such repairs. Landlord shall have the right to enter the Premises at any time should Landlord determine a hazard or emergency exists.

- G. If Landlord reasonably deems necessary any repair which is Tenant's obligation, Landlord may demand that Tenant make such repair; and if Tenant refuses or neglects to commence or complete such repair with reasonable dispatch after any applicable notice and cure period, Landlord may make such repair, and Tenant will pay on demand to Landlord the reasonable cost thereof with interest as provided herein, and if Tenant shall not make such payment, Landlord shall have the remedies provided herein for the non-payment of Rent.
- H. Upon the termination of the Lease Term, or upon any termination of Tenant's right to possession of the Premises, Tenant will at once surrender possession of the Premises to Landlord, broom clean, in good condition and repair, ordinary wear and tear excepted. Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks to all items that which Tenant is required to leave on the Premises.
- I. If Tenant remains in possession of the Premises after the Expiration Date without executing a new lease, it will be deemed to be occupying the Premises as a tenant from month to month, subject to all of the provisions of this Lease to the extent that they can be applicable to a month-to-month tenancy, except that the Base Rent for the first month of such holdover period will be 125% percent of the regular monthly installment of Base Rent owing by Tenant for the last month of the Term, and 150% of such Base Rent amount for each month of such holdover period thereafter; and Tenant shall remain responsible for the payment of such other sums as required to be paid under the terms of this Lease. Notwithstanding the foregoing, in the event Landlord and Tenant are engaged in good faith negotiations regarding an extension of this Lease, Rent shall not increase until thirty days after Landlord provides notice to Tenant that such good faith negotiations have terminated.
- J. Upon reasonable notice and during normal business hours Landlord may inspect and show the Premises, and Landlord will exercise reasonable efforts to ensure such inspections and showing do not unreasonably interfere with Tenant's use of the Premises, including the nature of the Tenant's educational uses for the premises, so as not to disturb educational activities.

- K. Tenant shall pay before delinquency all municipal, county, and/or state taxes assessed during the term against any personal property of any kind owned or placed in or about the Premises by Tenant.
- L. Landlord will grant Tenant access to the Premises prior to the Commencement Date, free of Base Rent and Additional Rent (except Tenant shall be responsible to provide liability and all other relevant insurance coverage as herein provided), solely for purposes of installing furniture and equipment, but subject to all other applicable provisions of this Lease, and Tenant shall also be responsible for the reasonable cost of any services that are provided to Tenant during such period prior to the Commencement Date. Notwithstanding the foregoing, if Tenant occupies any portion of the Premises for its intended use prior to the Commencement Date, Tenant shall then be obligated to pay for its electricity reimbursement as herein provided. In no event shall the Landlord be liable to Tenant for any damaged, lost or stolen equipment, or personal property. Tenant shall be solely responsible and obligated to obtain the necessary insurance coverage for such losses.
- M. If the Tenant shall be unable to enter or occupy the Premises on the Commencement Date by reason of any casualty, or due to interruptions caused by maintenance or repair work, or as a result of any renovations to any portion of the Building or as a result of any reason beyond the control of the Landlord, Landlord shall not be liable in damages to the Tenant, but during the period of such delay the Commencement Date and Expiration Date shall be extended until the Premises is ready for occupancy.
- N. The submission of this Lease to Tenant shall be for examination purposes only and does not and shall not constitute a reservation of, or option for, Tenant to lease, or otherwise create any interest of Tenant in the Premises. The return to Landlord by Tenant of executed copies of this Lease shall not be binding upon Landlord, notwithstanding any preparation nor anticipatory reliance or expenditures by Tenant, and notwithstanding any representation made by any broker or agent of Landlord, unless and until Landlord has executed and actually delivered a fully executed copy of this Lease to Tenant.
- O. Tenant shall pay all Rent to Landlord in U.S. currency, and in the event of payment by check or money order, such funds shall be cleared and available for use by Landlord by the due date. Landlord shall have no obligation to accept Rent after the due date, or to accept less than the full amount of Base Rent due and owing. If Landlord accepts less than the full amount of Base Rent or Additional Rent owing, Landlord may apply such payment towards any of Tenant's obligations due Landlord. Landlord's acceptance of partial payment of Base Rent or Additional Rent shall not be construed as a waiver of the amount still unpaid or of a default under this Lease.
- P. The term "Landlord," as used in this Lease, so far as covenants,

agreements, or obligations on the part of Landlord are concerned, is limited to mean and include only the owner of fee title to the Property at the time in question, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) will automatically be freed and relieved from and after the date of such transfer or conveyance of all liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed provided such transferee assumes the provision of this Lease in writing including liability for return of the security deposit. If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if, as a consequence of such default, Tenant recovers a money judgment against Landlord, such judgment must be satisfied only out of the proceeds of sale received upon execution of such judgment levied against the right, title, and interest of Landlord in the Property only, and not against any other property or interests of Landlord, and neither Landlord nor any of its shareholders, partners, members, employees, or affiliates shall be liable for any deficiency. No personal liability of any nature is assumed by, nor shall at any time be asserted or enforceable against Landlord or its managers, shareholders, partners, members, employees, officers, directors, or agents, or any of their respective heirs, legal representatives, successors, and assigns arising from any covenant, undertaking, or agreement of Landlord contained in this Lease.

- Q. Landlord reserves the right to establish reasonable, nondiscriminatory rules and regulations pertaining to the maintenance and operation of the Property, to close or partition off any portion of common areas, and to change the layout of such common areas, and to do such other acts as in the Landlord's judgment may be desirable in order to preserve, protect, and promote the Property provided that the same do not increase the cost of Tenant's business and do not materially burden the Tenant's customers at the Premises. The rules and regulations annexed hereto, if any, pertaining to the Property which have been established by the Landlord for the safety, protection, care, operation, and cleanliness of the Property are incorporated herein by reference and made a part of this Lease. If no regulations are annexed, Landlord reserves the right to establish such regulations as Landlord determines in its sole and reasonable judgment to be necessary for the orderly and efficient operation of the Property.
- R. Landlord shall not be liable to the Tenant, or to anyone claiming by, through, or under Tenant, for any loss or damage arising out of any acts or omissions of persons occupying any part of the Building, or any adjoining building, or other property, or for the cessation of the heating, elevator, lighting, ventilating, air-conditioning, power, and water systems, or cleaning, or other services (except as otherwise provided in this Lease), or for the interruption of the use of any facilities by reason of accidents, strikes, or the making of repairs, alterations, or improvements, or for any disruptions caused as a result of any tenant improvements or maintenance work conducted by Landlord (provided Landlord shall always exercise reasonable efforts to keep such disruptions to a minimum), or inability to secure a proper supply of fuel, steam, water, electricity (or any

utility), labor, or supplies, or due to the Building or any part thereof, or appurtenance thereof becoming out of order, or for theft or burglary, or terrorist activity, or caused by water, snow, frost, steam, sewage, gases, fire, smoke, toxic mold, or electric current, or the bursting or leakage of any tanks, pipes, or conduits conveying any of the same, or suffered through any act or neglect of the Tenant, its employees, associates, or agents, or other occupants of the Building, provided that the same are, or by reason of any other cause, beyond the reasonable control of Landlord, and none of the above shall be considered or construed as an actual or constructive eviction of the Tenant, nor shall any of them in any way operate to release the Tenant from the prompt and punctual performance of all the covenants and agreements contained in this Lease unless the same prevent the Tenant from conducting its business at the Premises for period in excess of seven days, in which event Tenant shall be entitled to an abatement in rent. If Tenant is prevented from conducting its business for a period more than 90 days, Tenant may terminate this Lease.

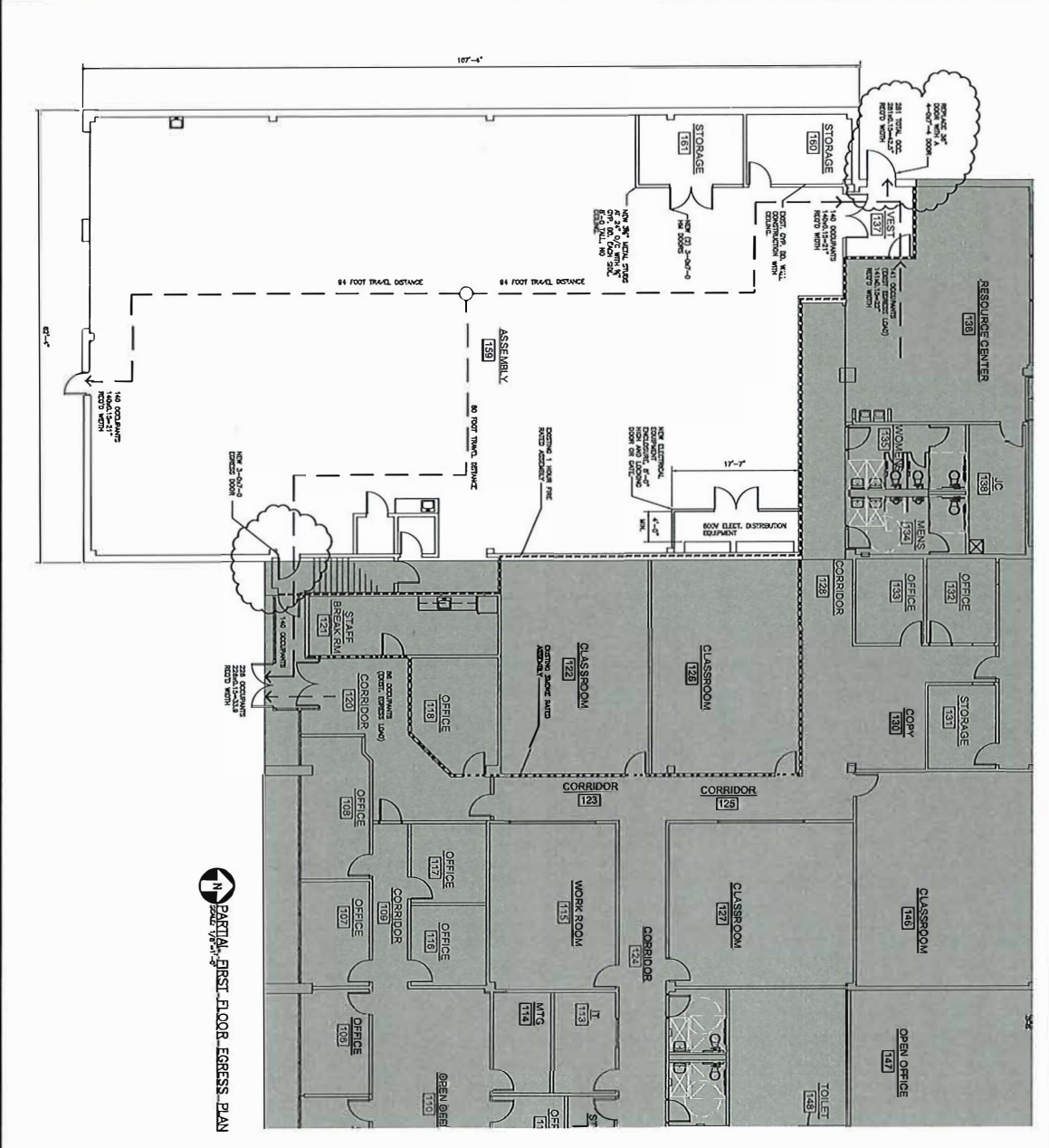
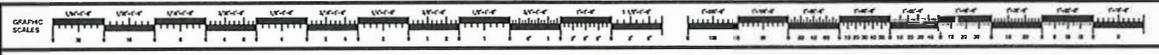
- S. This Lease shall not confer any rights or remedies upon any third parties other than the Parties to this Lease and their respective successors and permitted assigns.
- T. Each of the Parties hereto acknowledge that they or their attorneys have participated in the negotiation and preparation of this Lease, and to avoid the application of any rule construing contractual language against the drafter, both Parties agree that the provisions contained herein shall be construed without prejudice to the Party who actually memorialized the document in its final form. Tenant acknowledges it has been given an opportunity to have this Lease reviewed by legal counsel of its choice.
- U. This Lease, including any printed forms, riders, schedules, or exhibits attached hereto, sets forth all the covenants, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, agreements, inducements, representations, conditions, or understandings, either oral or written, between the Parties hereto other than those set forth herein. This Lease may be modified or amended only by a written agreement signed by an authorized officer of each Party to be bound. The covenants, conditions, and agreements herein are binding on the parties, successors, representatives, and assigns of the Parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in such purported assignee any right, title, or interest whatsoever. Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be valid under applicable law, and to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such validity or provision, without invalidating the remainder of such provision, or the remaining provisions of this Lease. The failure of either Party to insist on strict performance of any condition herein provided or exercise any other rights shall not be construed as a waiver of such condition or right.

- V. Unless specifically stated to the contrary in this Lease, any notice, demand, request, or other communication or document which may be or is required to be given hereunder shall be in writing and may be sent by United States certified mail, return receipt requested, postage prepaid, or by personal delivery, or by a nationally recognized overnight delivery service, by electronic transmission, or by other comparably reliable means and shall be deemed to have been given upon the date of receipt, or two days after the date of mailing, whichever of such dates shall be the first to occur. Notices to Landlord shall be given at the address set forth for the payment of Rent, and notices to Tenant shall be given at the Premises, or to such other address as may have been last furnished in writing to the other Party for such purpose.
- W. In the event of any litigation between the Parties regarding this Lease, the losing Party shall pay to the prevailing Party all reasonable expenses and court costs, including reasonable attorneys' fees incurred by the prevailing Party. A Party shall be considered the prevailing Party if (i) it initiated the litigation and substantially obtains the relief it sought either through trial or judgment, (ii) the other party withdraws its action without substantially obtaining the relief it sought, or (iii) it did not initiate the litigation and judgment is entered for either party but without substantially granting the relief sought.
- X. This Lease may be signed in one or more counterparts and/or delivered by electronic transmission (such as email or facsimile) and, if so signed, each signature page will be attached hereto and have the same effect as if one original signature page had been executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD: Donatella Ramos
Donatella Ramos (Nov 10, 2023 12:50 EST)

TENANT: RS
Dan Sygar (Nov 3, 2023 17:18 EDT)



PARTIAL FIRST FLOOR EGRESS PLAN

GOVERNING BUILDING CODES:
 2013 IBC Michigan Building Code
 2013 Michigan Mechanical Code
 2013 Michigan Plumbing Code
 2013 Michigan Electrical Code
 Michigan Building Code Rules Part 8
 NFPA 101 Life Safety

USE GROUP & OCCUPANCY CLASSIFICATION:
 E - Educational (Not in scope)
 A-3 - Assembly

CONSTRUCTION TYPE:
 TYPE - 2B

BUILDING AREA SUMMARY:
 Project Area = 4000 Square Feet
 FIRE SUPPRESSION SYSTEM:
 Fully Sprinkled and Monitored
 OCCUPANT LOAD:
 1 - Project Area 400 Occupants
 OCCUPANT LOAD:
 Max Travel Distance 250 Feet

ADDITIONAL NOTES:
 1. All egress doors opening into egress paths shall be labeled with the word "EXIT" in large, bold, black letters.
 2. Egress paths shall be clearly marked with "EXIT" signs.
 3. Egress paths shall be unobstructed and free of any items that could impede egress.
 4. Egress paths shall be illuminated to a minimum of 1 foot-candle.
 5. Egress paths shall be clearly marked with "EXIT" signs.
 6. Egress paths shall be clearly marked with "EXIT" signs.
 7. Egress paths shall be clearly marked with "EXIT" signs.
 8. Egress paths shall be clearly marked with "EXIT" signs.
 9. Egress paths shall be clearly marked with "EXIT" signs.
 10. Egress paths shall be clearly marked with "EXIT" signs.
 11. Egress paths shall be clearly marked with "EXIT" signs.
 12. Egress paths shall be clearly marked with "EXIT" signs.
 13. Egress paths shall be clearly marked with "EXIT" signs.
 14. Egress paths shall be clearly marked with "EXIT" signs.
 15. Egress paths shall be clearly marked with "EXIT" signs.

ARCHITECTURAL LEGEND:
 DASHED LINE: OPENING CONSTRUCTION
 SOLID LINE: NEW CONSTRUCTION
 DOTTED LINE: CONSTRUCTION TO BE REMOVED
 DASHED LINE WITH ARCS: ONE (ONE) WINDOW
 DASHED LINE WITH ARCS: SHOCK PARTITION
 [Symbol]: ROOM NUMBER
 [Symbol]: AREA NOT IN SCOPE

<p>RINCO RINCO CONSTRUCTION 10000 RINCO DRIVE BRIGHTON, MI 48304</p>	<p>CERKWOOD ARCHITECTURE, INC. 1415 1/2 N. WOODLAND BRIGHTON, MI 48304</p>	<p>CLIENT: CS Partners 869 S. Old 23, STE 500 Brighton, MI 48314</p>	<p>PROJECT TITLE: Oakland Flex Tech High School 23801 Industrial Drive Farmington Hills Michigan 48335</p>	<p>SHEET TITLE: PARTIAL FIRST FLOOR EGRESS PLAN</p>	<p>DATE: 201002.CSP</p>	<p>SCALE: A-1 of 1</p>
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CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG19-01343

23801 INDUSTRIAL PARK DR

FARMINGTON HILLS, MI 48335

COUNTY: OAKLAND

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 10/05/2020

CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG23-00179

23801 INDUSTRIAL PARK DR

FARMINGTON HILLS, MI 48335

COUNTY: OAKLAND

The above named building of Use Group E, Education and Construction Type 1B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 04/25/2023

CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG23-01393

23801 INDUSTRIAL PARK DR

FARMINGTON HILLS, MI 48335

COUNTY: OAKLAND

The above named building of Use Group E, Education and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 02/12/2024

Oakland FlexTech High School

Contract Amendment No. 1

Tab 2

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Center Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Center Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. After receipt of the Academy Board's request for termination, the University Board shall consider the Academy's request no later than its next regularly scheduled meeting. The University Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

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

Oakland FlexTech High School

Contract Amendment No. 1

Tab 3

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

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

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

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

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

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

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

Oakland FlexTech High School

Contract Amendment No. 1

Tab 4

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 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.

Indicator	Measure	Metric	Target
Career and College Readiness (CCR) Standard:	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For Math & EBRW, distribution (which will be in the form of percentages): Exceeds: % CCR > state average by 20% or more Meets: School % CCR – State Average $\geq 0\% \leq 20\%$ Approaching: School % CCR – State Average $< 0\% \geq -20\%$ Does Not Meet: School % CCR – State Average $< -20\%$	EBRW: Current State Average Math: Current State Average
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:			
Trend Over-Time:	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in EBRW and Math over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
High School Growth:	The percentage of students meeting or surpassing the expected growth between College Board (PSAT/SAT) assessments from spring to spring.	For Math & EBRW, distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%
Comparative Career & College Readiness:	The percentage of students meeting or surpassing the current career & 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 $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	+5%
Comparative Graduation Rate:	The 4-year graduation rate for students at the academy will meet or surpass the school’s Composite Resident District’s 4-year graduation rate.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds $\geq 10.0\%$ Meets $\geq 0.0\%$ Does not meet $< 0.0\%$	0%

AMENDMENT NO. 2

to the
July 1, 2023 Contract to Charter
A Public School Academy and Related Documents

Issued To

OAKLAND FLEXTECH HIGH SCHOOL
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 2

OAKLAND FLEXTECH HIGH SCHOOL

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2023, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to OAKLAND FLEXTECH HIGH SCHOOL (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

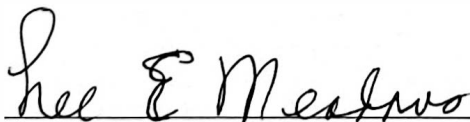
- 1.) Amend the Terms and Conditions of Contract by replacing the language contained within Article IV, Section 4.5. Prohibition of Identified Family Relationships, subsection (b), with the language attached as Tab 1.
- 2.) Further amend the Terms and Conditions of Contract by inserting at the end of Article XII: General Terms, the language attached as Tab 2.
- 3.) Amend Schedule 2: Amended Bylaws, by replacing the language contained within Article XIII, Section 6. Contracts Between Corporation and Related Persons and Article IX: Indemnification, with the corresponding language attached as Tab 3.
- 4.) Amend Schedule 4: Oversight, Compliance and Reporting Agreement, by inserting at the end of Article II, Section 2.2. Compliance and Reporting Duties, the language attached as Tab 4.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall become effective upon execution by the Designee of the University Board.



Dated: 05/05/2025

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



Dated: 5/1/25

By: Dr. Lee Meadows
Oakland FlexTech High School
Designee of the Academy Board

Oakland FlexTech High School

Contract Amendment No. 2

Tab 1

Terms and Conditions: Article IV, Section 4.5(b)

- (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. If an Academy Board member discloses any prohibited familial relationships in the annual disclosure, or if the University finds that an Academy Board member has failed to disclose a prohibited familial relationship, that Academy Board member shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Amended Bylaws. 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.

Oakland FlexTech High School

Contract Amendment No. 2

Tab 2

Terms and Conditions: Article XII, Section 12.24

Section 12.24. Required Statutory Disclosures. The Academy shall ensure that the names of Central Michigan University Board of Trustees and the primary educational management organization, if applicable, must appear and be verbally provided, as applicable, on all of the following:

- (a) Unless prohibited by a local ordinance or local zoning authority, signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025;
- (b) Promotional material that is created, modified, or distributed on or after April 2, 2025;
- (c) The footer of the Academy's website pages; and
- (d) The student application that is required to be enrolled in the Academy.

For purposes of this section, "primary educational management organization" shall have the same meaning as defined in MCL 380.503.

Oakland FlexTech High School

Contract Amendment No. 2

Tab 3

Amended Bylaws: Article VIII, Section 6

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.

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- (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
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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. If an Academy Board member discloses any prohibited familial relationships in the annual disclosure, or if the University finds that an Academy Board member has failed to disclose a prohibited familial relationship, that Academy Board member shall be removed from office, in accordance with the removal provisions found in the Resolution or these Amended Bylaws. 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.

Amended Bylaws: Article IX

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. The indemnification shall not include any circumstances in which a 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 is grossly negligent or criminally liable for the indemnified act.

Oakland FlexTech High School

Contract Amendment No. 2

Tab 4

Oversight, Compliance and Reporting Agreement: Section 2.2(m)

- m. The Academy shall ensure that the names of Central Michigan University Board of Trustees and the primary educational management organization, if applicable, must appear and be verbally provided, as applicable, on all of the following:
- i. Unless prohibited by a local ordinance or local zoning authority, signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025;
 - ii. Promotional material that is created, modified, or distributed on or after April 2, 2025;
 - iii. The footer of the Academy's website pages; and
 - iv. The school application that a student must submit to enroll in the Academy.

For purposes of this section, "primary educational management organization" shall have the same meaning as defined in MCL 380.503.