



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

KIPP DETROIT IMANI ACADEMY
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

JANUARY 25, 2022

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AUTHORIZING RESOLUTION

AUTHORIZATION OF PUBLIC SCHOOL ACADEMY

KIPP Detroit: Imani Academy

Recitals:

1. The Michigan legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993.
2. The Michigan legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy.
3. The Michigan legislature has mandated that authorizing bodies establish by resolution the method of selection, length of term, and number of members of the board of directors.
4. According to this legislation, the Central Michigan University Board of Trustees, as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies.
5. The Central Michigan University Board of Trustees has requested applications for organizing public school academies and has reviewed the applications according to the provisions set forth by the Michigan legislature.
6. The Central Michigan University Board of Trustees has established chartering policies in addition to the policy titled *Public School Academy: Method of Selection, Appointment, and Removal* as required by the Michigan legislature.
7. The university president or designee has recommended the issuance of a contract to charter as a public school academy to KIPP Detroit: Imani Academy for a term not to exceed five (5) years.
8. KIPP Detroit: Imani Academy's application has been submitted under Act 362 of the Public Acts of 1993, being part 6A of the Revised School Code, being sections 380.501 to 380.507 of the Michigan Compiled Laws.

BE IT RESOLVED, That the University Board approves and authorizes the execution of a contract to charter a public school academy to KIPP Detroit: Imani Academy and authorizes the chair of the board of trustees to execute a contract to charter as a public school academy and related documents between KIPP Detroit: Imani Academy and the Central Michigan University Board of Trustees, provided that, before execution of the contract, the university president or designee affirms that all terms of the contract have been agreed upon and KIPP Detroit: Imani Academy is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: 12/3/2020
Signature: Mary Jane Hanagan

CONTRACT AMENDMENT FOR SITE ADDITION AND APPOINTMENT OF INITIAL BOARD OF DIRECTORS

KIPP Detroit: Imani Academy

Recitals:

1. The Michigan legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993.
2. The Michigan legislature allows an authorizing body to permit a public school academy to operate the same configuration of age or grade levels at more than one (1) site if the applicant for the proposed public school academy presents documentation to the authorizing body demonstrating that the applicant's proposed educational model has resulted in schools making measurable progress toward meeting their education goals.
3. KIPP Detroit: Imani Academy submitted an application under Act 362 of the Public Acts of 1993, being part 6A of the Revised School Code, being sections 380.501 to 380.507 of the Michigan Compiled Laws.
4. The application included a request for KIPP Detroit: Imani Academy to operate the same configuration of age or grade levels at more than one (1) site and included documentation demonstrating that the proposed educational model has resulted in schools making measurable progress toward meeting educational goals.
5. At its December 3, 2020, meeting this board authorized the issuance of a contract to charter as a public school academy to KIPP Detroit: Imani Academy for a term not to exceed five (5) years, provided that before execution of the contract, the university president or designee affirms that all terms of the contract have been agreed upon and KIPP Detroit: Imani Academy is able to comply with all terms and conditions of the contract.
6. As required by Michigan law, the Central Michigan University Board of Trustees has established by resolution the method of selection, length of term and number of members of the board of directors in the policy titled: *Public School Academy Board of Directors: Method of Selection, Appointment, and Removal*.
7. The university president or designee has recommended for appointment Caroline Chambers and Ethan Dunn to terms which expire January 14, 2023; Cheryl Daniel to a term which expires January 14, 2024; Jamel Goodloe to a term which expires January 14, 2025; and Kirk Mayes to a term which expires January 14, 2022, and to an additional term which expires January 14, 2026.

BE IT RESOLVED, That the University Board approves the request for KIPP Detroit: Imani Academy to operate the same configuration of age or grade levels at more than one (1) site in accordance with the terms and conditions set forth in the contract.

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

CMU BDT APPROVED

Date: June 24, 2021
Signature: Mary Jane Flanagan

Initial Members of the Board of Directors. The initial board of directors of KIPP Detroit: Imani Academy shall consist of five (5) positions.

Caroline Chambers
Fraser, Michigan
notary/closing agent, Inotarize2
(to fill a position ending January 14, 2023)

Ethan Dunn
Detroit, Michigan
managing director, 360 Capital Partners
(to fill a position ending January 14, 2023)

Cheryl Daniel
Oak Park, Michigan
official court recorder, United States District Court/EMI
(to fill a position ending January 14, 2024)

Jamel Goodloe
West Bloomfield, Michigan
program manager, DTE
(to fill a position ending January 14, 2025)

Kirk Mayes
Detroit, Michigan
chief executive officer, Forgotten Harvest
(to fill a position ending January 14, 2026)

CMU BDT APPROVED

Date: June 24, 2021

Signature: Mary Jane Flanagan



CENTRAL MICHIGAN
UNIVERSITY

BOARD OF TRUSTEES

PROPOSAL FOR BOARD ACTION: **CONSENT AGENDA**

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

Project Description:

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

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

Proposed by: Provost Gealt

PROPOSED RESOLUTION: **CONSENT AGENDA**

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

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

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

CMU BDT APPROVED

Date: 2/15/18
Signature: My Hancock

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

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

Method of Selection and Appointment

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

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

Date: 2/15/18

Signature: my Hanagar

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

Length of Term

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

Removal and Suspension

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

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

Number of Directors

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

Qualifications of Academy Board Members

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

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

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 Hanegea

TERMS AND CONDITIONS OF CONTRACT

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JANUARY 25, 2022

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

**CONFIRMING THE STATUS OF
KIPP DETROIT IMANI ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

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

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

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

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

WHEREAS, the Central Michigan University Board of Trustees has considered and has approved the issuance of a contract to KIPP Detroit Imani Academy;

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

ARTICLE I DEFINITIONS

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

- (a) "Academy" means the Michigan nonprofit corporation named KIPP Detroit Imani Academy which is established as a public school academy pursuant to this Charter Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) "Application" means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) "Authorizing Resolution" means the resolution adopted by the Central Michigan University Board of Trustees on December 3, 2020, approving the issuance of a Contract to the Academy.
- (f) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (g) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.

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

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

- (r) "Schedules" means the following Contract documents: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight, Compliance and Reporting Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for Public School Academy, and Schedule 8: Information Available to the Public and the Center.
- (s) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) "State School Aid Fund" means the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963, as amended.
- (u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (v) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (w) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated January 25, 2022, Issued by the Central Michigan University Board of Trustees Confirming the Status of KIPP Detroit Imani Academy as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "the Center" means the office designated by the Central Michigan University Board of Trustees as the initial point of contact for public school academy applicants and public school academies authorized by the Central Michigan University Board of Trustees. The Center is also responsible for administering the Central Michigan University Board of Trustees' responsibilities with respect to the Contract.
- (y) "The Governor John Engler Center for Charter Schools Director" or "the Center Director" means the person designated at Central Michigan University to administer the operations of the Center.
- (z) "University" means Central Michigan University, established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.551 et seq.
- (aa) "University Board" means the Central Michigan University Board of Trustees.
- (bb) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the University President.
- (cc) "University President" means the President of Central Michigan University or his or her designee. In section 1.1(bb) above, "University President" means the President of Central Michigan University.

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

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

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

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

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

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

ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

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

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

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

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

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

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

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

ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

Section 4.2. Other Permitted Activities.

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

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

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

Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

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

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

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

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

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

ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

ARTICLE VI OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Methods of Pupil Assessment. The Academy shall properly administer the academic assessments identified in Schedule 7e and in accordance with the requirements detailed in the Master Calendar. The Academy also shall assess pupil performance using all applicable testing that the Code or

the Contract require. The Academy shall provide the Center direct access to the results of these assessments, along with any other measures of academic achievement reasonably requested by the Center.

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

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

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

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

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

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

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

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

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

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the

University Board as outlined in the Oversight, Compliance and Reporting Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other Academy compliance and reporting requirements set forth in this Contract, the Academy's compliance with the annual Master Calendar shall serve as one means by which the University will monitor the Academy's compliance with Applicable Law.

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

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

ARTICLE VII TUITION PROHIBITED

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

ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE IX AMENDMENT

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

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

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

the review and approval of changes or amendments to this Contract. The Academy Board may delegate to a Director of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University Board upon a majority vote of the Academy Board.

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

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

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

ARTICLE X

CONTRACT REVOCATION, TERMINATION, AND SUSPENSION

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

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

- (d) The existence of one or more other grounds for revocation as specified in this Contract.

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

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

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

Following receipt of the State's Automatic Closure Notice, the Center Director shall forward a copy of the notice to the Academy Board and request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the

identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department. If the Department rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Center a proposed Contract amendment incorporating the Department's school improvement plan, if applicable, for the identified site(s).

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

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

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

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

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

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

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

- (e) Request for Revocation Hearing. The Center Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Center Director determines that any of the following has occurred:

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

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

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

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

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

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

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

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

to consider the Hearing Panel's recommendation in accordance with sections 10.6(f) through (h).

Section 10.8. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers and authority of the Academy Board under this Contract and Applicable Law and shall act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

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

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

Academy's dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE XI PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

- (iii) As required, submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

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

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

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

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

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained

from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University Board, the University or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuance, non-issuance, oversight, revocation, termination or suspension of this Contract.

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

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

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

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

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

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

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

necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under paragraph 11.9 (a) above.

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

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

ARTICLE XII GENERAL TERMS

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

If to the University Board:	The Governor John Engler Center for Charter Schools Attn: Executive Director Central Michigan University EHS 200 Mt. Pleasant, MI 48859
General Counsel:	General Counsel Central Michigan University Mt. Pleasant, MI 48859
Chief Financial Officer:	Vice President for Finance and Administrative Services Central Michigan University Mt. Pleasant, MI 48859
If to the Academy:	Academy Board President KIPP Detroit Imani Academy 19321 W. Chicago Detroit, MI 48228

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 the Academy shall become operational at the beginning of the 2022-2023 academic year. This Contract shall remain in full force and effect for a period of five (5) academic years and shall terminate on June 30, 2027, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

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

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

Section 12.10. Indemnification of University. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the Terms and Conditions of this Contract, the Academy agrees to indemnify, defend and hold harmless the University Board, the University and its officers, employees, agents or representatives from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the University, and

not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the public school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for or operation of a public school, or which are incurred as a result of the reliance by the University Board, the University and its officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the Academy's failure to comply with this Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

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

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

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

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

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

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

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

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

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

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

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

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

- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."
- (c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- (d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

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

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

Section 12.22. Confidential Address Restrictions.

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

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

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____
Richard K. Studley, Chair

Date: _____

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

KIPP DETROIT IMANI ACADEMY

By: Kih Mayo _____
Board President

Date: 1/25/2022 _____

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: Richard K. Studley
Richard K. Studley, Chair

Date: 01/20/2022

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.

KIPP DETROIT IMANI ACADEMY

By: _____
Board President

Date: _____

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

MAR 05 2021

ADMINISTRATOR
CORPORATIONS DIVISION

KIPP: DETROIT IMANI ACADEMY

ARTICLE I

ARTICLE II

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

3. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

The corporation is organized on a non-stock basis.

The description and value of its real property assets are: none.

The description and value of its personal property assets are: none.

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

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

The corporation is organized on a directorship basis.

ARTICLE IV

The name of the resident agent at the registered office is: Candace Rogers.

The address of its registered office in Michigan is: 36237 Weber Dr., Sterling Heights, MI 48310.

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

ARTICLE V

The name and address of the incorporator is as follows:

Candace Rogers
36237 Weber Dr.
Sterling Heights, MI 48310

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of Act No. 170 of the Public Acts of 1964, being section 691.1407 of the Michigan Compiled Laws.

ARTICLE VIII

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

ARTICLE IX

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE X

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

ARTICLE XI

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its board, directors, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to The Governor John Engler Center for Charter Schools' ("The Center") Executive Director the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by The Center's Executive Director, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation.

At any time and for any reason, the University Board or an authorized designee may propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the University Board or an authorized designee upon a majority vote of the corporation's Board of Directors.

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or The Center's Executive Director, and the amendments are filed with the Michigan Department of Licensing and Regulatory Affairs. In addition, the corporation shall file with the amendment a copy of the University Board's or The Center's Executive Director's approval of the amendment.

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

ARTICLE XIII

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

These Articles of Incorporation are hereby signed by the incorporator on this 25th day of January, 2021. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a Contract to operate as a public school academy, and the Contract is executed by both the corporation and the University Board.

By: _____

Candace Rogers
Candace Rogers, Incorporator

CONTRACT SCHEDULE 2

BYLAWS

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KIPP DETROIT IMANI ACADEMY

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BYLAWS
OF
KIPP DETROIT IMANI ACADEMY

ARTICLE I
NAME

This organization shall be called KIPP Detroit Imani Academy (the "Academy" or the "corporation").

ARTICLE II
FORM OF ACADEMY

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

ARTICLE III
OFFICES

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

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

ARTICLE IV
BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

Section 8. Removal and Suspension. If the University Board determines that the service in office of a Director of the Academy Board is no longer necessary, then the University Board may remove the Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. The Academy Board member may also be removed from office for cause by a two-thirds (2/3) vote of the Academy's Board.

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

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

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

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

ARTICLE V MEETINGS

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

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

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, or sent by facsimile or electronic mail to the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a

meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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

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

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 Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may

select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

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

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

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

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

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

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

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

ARTICLE IX INDEMNIFICATION

To the extent permitted by Applicable Law, each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Academy. The corporation may purchase

and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the corporation.

ARTICLE X FISCAL YEAR

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

ARTICLE XI AMENDMENTS

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

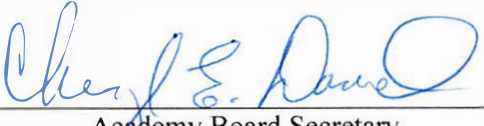
Upon termination or revocation of the Contract, the corporation may amend its Bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy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

ARTICLE XII TERMS AND CONDITIONS DEFINITIONS

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

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 25th day of JANUARY, 2022.



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 KIPP Detroit: Imani Academy ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

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

ARTICLE IV **ACADEMY DUTIES**

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

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

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

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

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

ARTICLE V **RECORDS AND REPORTS**

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

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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 KIPP Detroit: Imani Academy.

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

Date: January 25, 2021

CONTRACT SCHEDULE 4

**OVERSIGHT, COMPLIANCE
AND REPORTING AGREEMENT**

SCHEDULE 4

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

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

Preliminary Recitals

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

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

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

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

- a. Monitor and evaluate if the Academy Board is properly governing the Academy and following the Bylaws set forth in the Contract.
- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goal and related measures set forth in Contract Schedule 7b.

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

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

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

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

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

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

Section 4.3. Audit and Evaluation. The Academy:

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

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

DESCRIPTION OF STAFF RESPONSIBILITIES

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

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Administrator and Teacher Evaluation Systems	5-1
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Teacher and Administrator Job Performance Criteria	5-1
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Position Responsibilities	5-1
School Administrator(s)	5-1
Instructional Staff	5-2
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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 KIPP Michigan 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.

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement (the "Agreement") is made and entered into as of the 12th day of April, 2022 by and between KIPP Whole Child Center, *dba* "KIPP Michigan" ("KIPP"), a Michigan non-profit corporation, and KIPP Detroit Imani Academy (the "Academy" or "KDIA"), a Michigan public school academy organized under the Revised School Code (the "Code").

WHEREAS, the Academy is a public school academy authorized pursuant to a contract (the "Contract") issued by the Central Michigan University Board of Trustees ("CMU") and operates under the direction of the KDIA Board of Directors ("KDIA Board" or the "Board"); and

WHEREAS, KIPP is a Michigan non-profit corporation that will provide educational management services to the Academy; and

WHEREAS, the KDIA Board desires to engage KIPP to establish the Academy's educational programs and operations based on KIPP's school design, proven methodologies, and management principles ("the Educational Programs");

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I: CONTRACTUAL RELATIONSHIP

A. Authority. The Academy has been granted a Contract by CMU to organize and operate a public school academy. The KDIA Board is authorized to enter into this Agreement with KIPP to provide comprehensive educational, business administration, and management services for the operation of the Academy; provided that no provision of such a contract shall be effective to the extent it conflicts with the Board's statutory duties or its Contract with CMU.

B. Due Diligence. Acting under and in the exercise of such authority, the KDIA Board has performed due diligence to establish that KIPP has the appropriate financial resources, educational services, and managerial experience to provide the services set forth in this Agreement and, additionally, satisfies all requirements for an Education Services Provider as set forth in law, in the Contract, and by CMU. Further, the KDIA Board has retained independent legal counsel to review this Agreement, and all KDIA Board members have had the opportunity to review this Agreement with KDIA's independent counsel.

C. Status of the Parties. KIPP is a Michigan non-profit corporation and is not a division or part of the Academy. The Academy is a governmental entity authorized by the Code and is not a division or part of KIPP. The relationship between KIPP and the Academy is based exclusively on the terms of this Agreement. KIPP will be solely responsible for its acts and the acts of its agents, employees, and subcontractors subject to the indemnification agreements provided herein. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor. No employee of KIPP shall be deemed to be an agent or employee of the

Academy, except as follows:

1. The KDIA Board shall designate the Chief Administrative Officer of KDIA. No KIPP employee, director, or officer shall be designated as the CAO of the Academy, but KIPP and KDIA may collaborate to identify a KIPP employee or agent to assist the Chief Administrative Officer in carrying out their duties.
2. Employees of KIPP, to the extent they have a legitimate educational interest in so doing, may be designated as "school officials" and are authorized access to educational records by the Academy Board under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA") provided the Academy disseminates the notice required pursuant to FERPA and its related regulations, and the Academy may disclose confidential data and information to KIPP, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, FERPA; 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. The Academy shall disseminate the notice(s) required pursuant to FERPA and its related regulations. KIPP and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. If KIPP receives information that is part of a pupil's education records from any source as permitted under the Code, KIPP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136.
3. The KDIA Board shall designate one or more officers or employees of KIPP, or designees thereof, to provide professional development training for the Board and/or other resources to assist the Board with the performance of its duties.

D. Compliance with Academy's Contract. KIPP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the Central Michigan University Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

E. No Related Parties or Common Control. As required by the Academy's Articles of Incorporation and Bylaws, the KDIA 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 KIPP that none of the voting

power or governing body of the Academy will be vested in KIPP or its directors, members, managers, officers, shareholders, and employees, and the Academy and KIPP will not be related parties.

F. Obligations of the KDIA Board. The KDIA Board is the governing body with oversight responsibilities over the Academy. 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. The Board shall be ultimately responsible for its fiscal, academic and governance policies, and shall exercise good faith in considering the recommendations of KIPP and the Academy administration including but not limited to, KIPP recommendations concerning the educational program, operations, policies, rules, regulations, procedures, curriculum, budgets and fund raising. It shall be the responsibility of the Board to authorize payment of budgeted costs and expenses and other obligations as approved and modified by the Board, from time to time. No provision hereof shall be deemed to interfere with the Board's duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy, or prohibit the Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act, MCL 15.261 *et seq.* No provision hereof shall be deemed to interfere with the Board's duties under the Contract, nor shall the Board's duties under the Contract be limited or rendered impossible by action or inaction of KIPP.

ARTICLE II: TERM

A. Term. Except as otherwise provided in this Agreement, this Agreement shall become effective July 1, 2022 and covering five academic years commencing July 1, 2022 and ending June 30, 2027 (the "Term"), unless otherwise terminated as set forth in this Agreement, and subject to continuation of the Contract through the term anticipated herein by CMU and further subject to continued receipt by the Academy of State School Aid. In no event shall the maximum term of this Agreement exceed the length of the Contract. The Contract from CMU is effective through June 30, 2027, and the parties recognize that during the Term or the reauthorization process, CMU may condition an extension or reauthorization of the Contract upon a negotiation of the Agreement to bring it into conformity with the Contract and applicable law. KIPP shall assist with the preparation of all documentation required for Charter Contract reauthorization consideration and the Board shall have the ultimate authority to approve and execute all reauthorization applications, checklists, documentation to the Authorizer.

B. Revocation or Termination of Contract. If the Academy Contract issued by the Central Michigan University Board of Trustees is revoked, 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 day as the Academy's Contract is revoked, terminated, or expires without further action of the parties and without penalty to the Academy of the Board for early termination.

C. Site Closure. In the event that the Academy is required to (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education pursuant to relevant provisions of the Revised School Code (the "Code"), or (ii) to undergo a reconstitution pursuant to the Code and the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution with no cost or penalty to the Academy, and KIPP shall have no recourse against the Academy or University Board for implementing such site closure or reconstitution.

D. Renewal Consideration. On or before May 1 of the academic year in which the Term or any renewal term expires, the Academy shall notify KIPP of its intention to renew an Educational Services Agreement with KIPP. In the event that the KDIA Board takes no action as contemplated herein and/or the KDIA Board and KIPP do not renew this Agreement at the end of its Term, KIPP shall cease to be obligated by the terms and conditions recited herein as of midnight, June 30, of the last effective year of this Agreement and shall have no further responsibility or liability to the Academy, except as otherwise set forth in this Agreement and as follows:

1. Close the financial records on the final year of operations and prepare financial records in audit-ready form as necessary for the audit of the final year of the Agreement.
2. Prepare state and federal grant reporting and all other associated reporting within required timelines.
3. Complete student records for the final year of the Agreement and prepare for these records for the appropriate transition.
4. Complete all reporting and compliance requirements attributable to the final year of operation.
5. Provide for the orderly transition of employee compensation and benefits so as to minimize disruption in a transition.
6. Provide for an orderly transition with respect to Academy owned assets, including furniture, equipment, and technology and their associated keys, log-in information, and passwords.

ARTICLE III: KIPP'S FUNCTIONS

A. Responsibility. KIPP shall be responsible for all aspects of the Academy's administration, operation, and performance, including all labor, materials, and the services set forth in Exhibit A hereto. KIPP shall be responsible for the Academy's day-to-day management and shall undertake such responsibilities in good faith and in the Academy's best interests. KIPP is granted such power and authority on the Academy's

behalf as is reasonably necessary or appropriate to perform its obligations under this Agreement.

Nothing in this Agreement shall be construed to confer upon KIPP the authority to act where the Michigan Revised School Code, Part 6A requires official action by the Academy Board. Likewise, nothing in this Agreement shall be construed to interfere with the KDIA Board's duty to exercise its statutory, Contractual and fiduciary responsibilities, or from acting as a self-governing public body that makes all public decisions in compliance with the Open Meetings Act.

KIPP shall make information concerning the operation and management of the Academy available to the Academy during regularly scheduled board meetings and upon reasonable request at other times so as to enable the KDIA Board to fully satisfy its obligations under the Contract.

B. Annual Reporting. On an annual basis, KIPP shall provide the KDIA Board with 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 fiscal year in which the information is available. KIPP will assist the KDIA Board in making this information publicly available on its website in a form and manner prescribed by the Michigan Department of Education.

C. Subcontracts. It is anticipated that KIPP will utilize subcontracts to provide some of the services it is required to provide to the Academy including but not limited to transportation and/or food service and special education services. Any services that are provided by KIPP that are included in KIPP's management fee but performed by a subcontractor shall not be separately reimbursed by or passed on as an additional cost to KDIA.

D. Place of Performance and Records. Instruction services other than field trips and activities and courses at college campuses or internship sites will normally be performed at the Academy facilities. KIPP may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law.

All student, financial and educational records shall be maintained at the Academy site at the Academy's expense. The parties acknowledge that Academy records are subject to the provisions of the Michigan Freedom of Information Act, and that all such records must be physically or electronically available, upon request, at the Academy facilities. Financial, educational, operational and student records that are now or may in the future come into the possession of KIPP are Academy property and are required to be returned by KIPP to the Academy upon demand, provided that KIPP may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. KIPP and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law.

All financial or other records of KIPP that are related to KDIA will be made available to the Academy, KDIA's independent auditor and to CMU upon request.

E. Acquisitions. All acquisitions made by KIPP for the Academy purchased 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. KIPP and its subcontractors shall comply with the Code including, but not limited to, sections 1267 and 1274, and the KDIA Board's purchasing policy as if the Academy were making these purchases directly from a third party supplier and KIPP will not include any added fees or charges to the cost of equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. Marketing and Development. 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 KIPP.

G. Performance and Evaluation. KIPP shall implement pupil performance evaluations that permit evaluation of the academic progress of each student, and shall utilize assessment strategies required by the Contract and applicable law. KIPP and the KDIA Board will cooperate in good faith to identify methods to assess such academic performance and KIPP shall provide the KDIA Board with timely and appropriate reports regarding student performance.

H. Compliance with Academy's Contract. KIPP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the Central Michigan University Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this ESP Agreement.

KIPP will not act in a manner that will cause the Academy to be in material breach of its Contract with CMU. Any action or inaction by KIPP that is not cured within 60 days' notice thereof which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by Central Michigan University is a material breach.

The KDIA Board also agrees to not act in a manner that will cause the Academy to be in material breach of its Contract with CMU. Any action or inaction by the KDIA Board that is not cured within 60 days' notice thereof which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by Central Michigan University is a material breach.

I. Annual Budget Preparation. KIPP will provide the KDIA Board with a proposed annual budget that shall conform to the State School Aid Act of 1979 ("SSA"), State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form reasonably satisfactory to the KDIA Board and to CMU. The budget shall contain object level detail and comply with public accounting standards applicable to public schools and public school academies in Michigan. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with

operating the Academy and the Educational Program including, but not limited to, the projected cost of services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the KDIA Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to CMU.

J. Financial Reporting. KIPP shall provide the KDIA Board with monthly financial statements that will include a balance sheet, cash flow statement and object level statement of revenue, expenditures and changes in fund balance, detailing the status of the budget to actual revenues. A written report will be supplied to the finance committee that will outline variances over 10% from the approved budget and shall contain recommendations for necessary budget corrections. KIPP shall work to alert the finance committee to forecasted variances from the budget as soon as they are reasonably recognized.

ARTICLE IV: OBLIGATIONS OF THE KDIA BOARD

A. Board Policy Authority. The KDIA Board is responsible for determining fiscal and other policies that might be adopted. The KDIA Board shall exercise good faith in adopting the recommendations of KIPP; provided, however, that nothing in this Agreement shall permit interference with the KDIA Board's duty to exercise its contractual, statutory and fiduciary responsibilities in governing the Academy.

Specifically, the KDIA Board shall work with KIPP to establish procedures for safeguarding Personally Identifiable Information (PII) and student-level longitudinal data systems and responding to any breach of PII or other information not suitable for public release pursuant to the guidance set forth by the U.S. Department of Education's Privacy Technical Assistance Center (PTAC).

B. Legal Counsel. The KDIA Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.

C. Audit. The KDIA Board shall select and retain an independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

D. Budget. The KDIA Board is responsible for approving a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq, that has adequate resources to fulfill its obligations under the Contract. In addition, the KDIA Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the KDIA Board,

subject to approval by the KDIA Board.

E. Academy Funds. The KDIA Board's treasurer shall direct that all funds received by the Academy be deposited promptly in the Academy's depository account. All interest or investment earnings on Academy accounts shall accrue to the Academy. The signatories on the KDIA Board accounts shall solely be Academy Board directors or properly designated KDIA employees. KDIA shall provide KIPP funding on a consistent and timely basis to allow KIPP to fulfill its obligations under this Agreement.

F. Governmental Immunity. The KDIA Board shall determine when to assert, waive or not waive its governmental immunity.

ARTICLE V: FINANCIAL ARRANGEMENTS

A. Revenues. Except as otherwise provided herein, all monies received by the Academy shall be deposited in KDIA's depository account immediately after receipt. The Academy shall advance funds to KIPP for approved fees or expenses associated with the Academy's operation provided that documentation for these fees and expenses are provided to the KDIA Board for ratification at its next meeting. In the event that available Academy funds are insufficient to advance to KIPP for such fees or expenses that will be incurred by it, the KDIA shall immediately reimburse KIPP upon receipt of properly presented documentation and approval by the KDIA Board.

The Academy shall then promptly advance funds to KIPP for the fees or expenses associated with KDIA's operations provided that documentation for the fees or expenses are promptly provided to the KDIA Board for ratification at a publicly-noticed Board meeting.

In paying costs on behalf of the Academy, KIPP shall not charge an added fee. Any costs reimbursed to KIPP that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by KIPP.

The Academy shall not reimburse KIPP the costs for the time of KIPP's directors in providing Services to the Academy.

"Revenues" shall include all funds received by the Academy, including but not limited to:

1. Funding for public school students enrolled in the Academy;
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled in the Academy.
3. Gifted and talented funding provided by the federal and/or state government

that is directly allocable to gifted and talented students enrolled in the Academy;

4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled in the Academy;
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled in the Academy with limited English proficiency;
6. All other federal and/or state grant sources, including but not limited to Title I funding allocable to the Academy;
7. Grants and donations received by the Academy to support programs at KDIA;
8. Fees charged to students as permitted by law and authorized by the KDIA Board for extra services provided by KIPP.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable laws, regulations and policies. The expenditure of any Revenues received from non-governmental grants or donations shall be made consistent with the provisions of Article V(C), below.

B. Operational Capacity Fee, Minimum and Maximum. The aforementioned fees shall include an annual Operational Capacity Fee equal to twelve percent (12%) of the total state school aid (including state funds for Special Education students) that the Academy receives, directly or indirectly, from the State of Michigan pursuant to the State School Aid Act of the 1979, as amended, for the students enrolled in the Academy less the amount CMU receives for its oversight responsibilities, as described in the Contract.

Notwithstanding the foregoing, in no case shall the Operational Capacity Fee that is paid to KIPP: (a) exceed the amount that would be owed in an academic year if the Academy's enrollment for purposes of state school aid during that year was 15% above the projected enrollment targets set forth in KDIA's October 15, 2020 charter application; and (b) be lower than the amount that would be owed in an academic year if the Academy's enrollment for purposes of state school aid during that year was 15% lower than the enrollment targets set forth in the October 15, 2020 Charter application.

C. Other Revenue Sources. In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the KDIA Board and KIPP may endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or KIPP may solicit and receive donations consistent with the mission of the Academy.

2. KIPP may apply for and receive grant money in the name of the Academy. If KIPP applies for grants with organizations or corporations within the state of Michigan, it shall notify KDIA of such prior to applying. Upon the completion of the grant or application process, KIPP shall inform KDIA whether their grant application was successful or not.
3. To the extent permitted under the Code, and with prior KDIA Board approval, the Academy may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

D. Time and Priority of Payment. KIPP shall receive its compensation pursuant to Paragraph B of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amount shall be due and payable within ten (10) days of receipt by the Academy of each of its State School Aid payments.

KIPP will provide the Academy with a sixty (60) day written notice of its any intent to terminate its services due to payment delays and shall provide at least a thirty (30) cure period to permit the Academy to bring any outstanding balances to KIPP current.

E. Reasonable Compensation. The KDIA Board acknowledges and agrees that compensation payable to KIPP under this Agreement is reasonable compensation for the services to be rendered by KIPP to the Academy under this Agreement.

F. Audit Report Information. KIPP will make all of its financial records related to the Academy available to the Academy and the independent auditor selected by the KDIA Board.

ARTICLE VI: PERSONNEL AND TRAINING

A. Personnel. KIPP shall be responsible for selecting all school personnel. The terms of employment of the School Leader shall be determined solely by KIPP. KIPP shall have the exclusive authority to assign, discipline, transfer, compensate, and terminate the School Leader and to hold the School Leader accountable for the performance of the Academy.

Likewise KIPP shall be responsible for the selection and hiring of qualified personnel to perform services at the Academy. All teaching staff working at the Academy shall be appropriately certified. KIPP shall have the responsibility and authority to select, hire, evaluate, assign, discipline, compensate, transfer, and terminate personnel, consistent with the Budget and applicable law.

Personnel working at the Academy shall be staff or employees of KIPP or a subcontractor, which shall be solely responsible for the payment of all compensation due

KIPP employees, including all salaries, benefits, payroll and other taxes, unemployment compensation and worker's compensation and liability insurance to or on account of such employees. No contracts between KIPP and staff assigned to the Academy shall contain non-compete agreements of any nature whatsoever.

KIPP shall be reimbursed for employment costs attributable to Academy operations in accordance with this Agreement.

B. Criminal Background and Professional Misconduct Checks. KIPP 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. KIPP shall likewise conduct or be responsible for, or cause its subcontractor on behalf of the Academy, to conduct unprofessional conduct checks required by MCL 380.1230b. The Board shall require that the results of the criminal background checks are received, reviewed, and used (subject to a verification process) by the qualified governmental employee acting on behalf of the Academy and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history in violation of the Code. Evidence of all background and unprofessional conduct checks conducted hereunder shall be stored on site in physical form at the Academy on a confidential and secure basis. KIPP shall provide copies of all background and unprofessional conduct checks to the Authorizer on an annual basis or as requested. Additionally, unless notified it is not subject to PA 84 of 2006, KIPP represents and warrants to the Academy that it will at all times during the term of this Agreement comply with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within three (3) business days of when it, or any of its agents, employees, representatives, or subcontractors' employees who will be regularly and continuously employed on the Academy's premises, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, and to immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

ARTICLE VII: TERMINATION OF AGREEMENT

A. Termination by KDIA for Cause. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that KIPP should fail to remedy a material breach within sixty (60) days after written notice from the Academy.

Material breaches may include, but are not limited to, a failure to carry out its responsibilities under this Agreement such as a violation of the Contract or of applicable law and any action or inaction by KIPP that places the Academy's Charter Contract in jeopardy of revocation, termination or suspension as discussed above. In order to terminate this Agreement for cause, the KDIA Board is required to provide KIPP with written notification of the facts it considers to constitute material breach and a reasonable

period of time not to exceed sixty (60) days within which KIPP has to remedy this breach. After the period to remedy the material breach has expired, the KDIA Board may terminate this Agreement in the absence of a cure by providing KIPP with written notification of termination explaining, with specificity, why any efforts to cure were inadequate.

B. Termination by KIPP for Cause. This Agreement may be terminated by KIPP for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances not to exceed sixty (60) days after notice from KIPP. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to KIPP as required by this Agreement or a failure to give consideration to the recommendations of KIPP regarding the operation of the Academy, a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, KIPP is required to provide the KDIA Board with written notification of the facts it considers to constitute material breach and a reasonable period of time not to exceed sixty (60) days within which the Academy has to remedy this breach. After the period to remedy the material breach has expired, KIPP may terminate this Agreement by providing the KDIA Board with written notification of termination.

C. Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by CMU is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties. The Academy shall pay to KIPP all amounts due and owing for services provided or prepared up to the date of termination and KIPP shall have no further responsibility or liability to the Academy, except as set forth in Article II(D).

D. Termination by Either Party Without Cause. If KIPP and the KDIA Board are unable to agree on educational programs, curriculum or other policies that affect the Academy in a significant way, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the policies at issue.

E. Change In Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement. If the parties are unable or unwilling to renegotiate the terms within thirty (30) days after such notice, the party requiring the renegotiation may terminate this Agreement upon sixty (60) days further notice.

F. Rights to Property. Upon termination of this Agreement, all equipment (whether purchased by the Academy or by KIPP with state school aid funds or other funds secured by the Academy) shall remain the exclusive property of the Academy. KIPP shall

have the right to reclaim any usable property or equipment that were purchased by KIPP with KIPP funds.

G. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, KIPP shall assist with transition services to a new management company or self-management for the Academy for a period of ninety (90) days from date of termination, including but not limited to providing the services set forth in Article II(D), of this Agreement. If this Agreement is terminated prior to the end of a school year, the Board and KIPP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. . The Academy shall pay or reimburse KIPP for the prepaid portion of any expenses or liabilities incurred by KIPP pursuant to the Academy's budget as of the date of such termination or expiration provided that KIPP provides the KDIA Board with documentation of all such expenses or liabilities.

ARTICLE VIII: PROPRIETARY and PERSONALLY IDENTIFIABLE INFORMATION

A. Proprietary Information. The Academy shall own all copyright and other proprietary rights to any instructional materials, training materials, curriculum and lesson plans, and other materials developed by KIPP, its employees, agents or subcontractors, or individual working for or supervised by KIPP, which were developed during working hours or during time for which the individual was being paid by KIPP and which (i) were directly and exclusively developed and paid for by the Academy; or (ii) were developed by KIPP at the specific direction of the KDIA Board with Academy funds.

B. Permissible Disclosure. KIPP's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and Freedom of Information Act.

C. Personally Identifiable Information. The parties shall maintain the proper confidentiality of personnel, student and other records as required by law. In the event of any breach of Personally Identifiable Information (PII) from Academy education records or other disclosure of information not suitable for public release, KIPP and the KDIA Board shall promptly cooperate to prepare a response pursuant to the guidelines set forth by the U.S. Department of Education's Privacy Technical Assistance Center (PTAC).

D. No Sale of PII. Except as permitted under the Code, KIPP 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 KIPP receives information that is part of an Academy student's education record, KIPP shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

ARTICLE IX: INDEMNIFICATION

A. Indemnification of KIPP. To the extent permitted by law and without

waiving any governmental immunities, the Academy shall indemnify and hold KIPP (which term for purposes of this Paragraph includes KIPP's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise 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, or by any misrepresentation or breach of the representations and warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse KIPP for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to KIPP.

B. Indemnification of the Academy. KIPP shall indemnify and hold the Academy (which for purposes of this Paragraph includes the Academy's officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, noncompliance by KIPP with any agreements, covenants, warranties, or undertakings of KIPP contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by KIPP employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of KIPP contained in or made pursuant to this Agreement. In addition, KIPP shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

C. Indemnification for Negligence. To the extent permitted by law and without waiving any governmental immunities, the Academy shall indemnify and hold harmless KIPP, its Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which KIPP may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. Likewise, KIPP shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of KIPP's directors, officers, employees, agents or representatives.

D. 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 of this Agreement. As third party beneficiaries, KIPP hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, cause 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 way connected with the University Board's approval of the Academy's

application, the University Board consideration or issuance of a Contract, KIPP's preparation for or operation of the Academy, or which are incurred as a result of reliance by the University upon information supplied by KIPP, or which arise out of KIPP's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against KIPP to enforce its rights as set forth in this section of the Agreement.

ARTICLE X: INSURANCE

A. Insurance of the Academy. The Academy shall secure and maintain insurance policies in an amount and on such terms as required by the Contract and by CMU policies, including the indemnification of KIPP and with CMU listed as an additional insured where required by this Agreement or the Contract. KIPP shall assist the Academy in securing and maintaining the foregoing policies of insurance and KDI shall, upon request, present evidence to KIPP that it maintains the requisite insurance.

B. Insurance of KIPP. KIPP shall secure and maintain insurance policies in an amount and on such terms as required by the Contract and by CMU policies. In the event that CMU or the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") requests any change in coverage, KIPP 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. KIPP shall, upon request, present evidence to the Academy and CMU that it maintains the requisite insurance in compliance with the provisions of this paragraph.

ARTICLE XI: MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and KIPP on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to KIPP:
KIPP Michigan
2222 W Grand River Ave, STE A,
Okemos, MI 48864

With a copy to KIPP's attorney:
Collins & Blaha, P.C.
Attn: John C. Kava
31440 Northwestern Highway, Suite 170
Farmington Hills, MI 48334

If to Academy:
KIPP Detroit Imani Academy
19321 W Chicago, Detroit, MI 48228

And a copy to the Board Attorney:
Dickinson Wright PLLC
Attn: George P. Butler III
500 Woodward Avenue
Suite 4000
Detroit MI 48226

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided and the compensation for such services. Any modification to this Agreement must be made in writing, approved by the KDIA Board and KIPP, and signed by a duly authorized officer. In addition, any modification to this Agreement must be completed in a manner consistent with CMU's Educational Service Provider Policies before it can become effective.

G. Non-Waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Assignment. KIPP may not assign this Agreement without the prior written approval of the Academy Board and prior notification to CMU. Any assignment must be completed in a manner consistent with CMU's Educational Service Provider Policies and

must obtain prior non-disapproval from CMU.

I. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

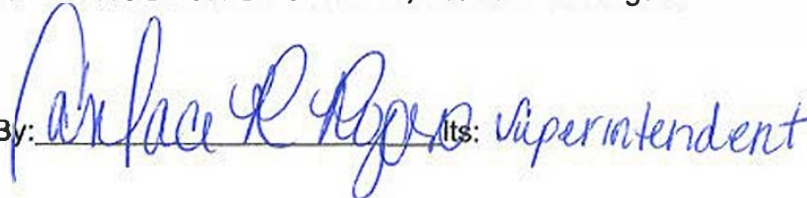
J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to KIPP any of the powers or authority of the KDIA Board that are not subject to delegation by the KDIA Board under Michigan law or the Contract.

K. Dispute Resolution Procedure. 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 that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Michigan as mutually agreed by the parties. Any award shall be in writing, shall be signed by a majority of the arbitrator(s), and shall include a statement setting forth the reasons for the disposition of any claim. A cause opinion (written explanation) shall be required as to a final decision. CMU shall be notified of said decision and, upon CMU's request, the cause opinion shall be made available. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be split by the parties.

L. Modification to Conform to Changed CMU Policies. The parties intend that this Agreement shall comply with CMU's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in CMU's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by CMU of the changes to its policies.

The parties have executed this Agreement as of the day and year first above written.

KIPP WHOLE CHILD CENTER, *dba* KIPP Michigan

By:  Its: *Superintendent*

KIPP DETROIT IMANI ACADEMY

By: Kirk May

Its: Board President

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

Part One: EDUCATIONAL MANAGEMENT SERVICES

Except as otherwise provided in this Agreement, KIPP shall be responsible for all of the management, operation, administration and education at the Academy, which includes, but is not limited to, all of the following obligations:

1. KIPP shall implement and administer the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs, and shall be responsible for recommending and acquiring instructional materials, equipment and supplies.
2. KIPP shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations.
3. KIPP shall implement pupil performance evaluations consistent with the Educational Program and the Contract.
4. KIPP shall plan and supervise special education services to students who attend the Academy. KIPP may subcontract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs. Such services shall be provided in a manner that complies with the Contract and all applicable laws.

Part Two: BUSINESS / FINANCE SERVICES

1. KIPP shall be responsible for the administration, operation and performance of the Academy in accordance with the Contract. KIPP's obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement.
2. 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, KIPP shall assist the Academy's endeavors to obtain revenue from other sources (the "Funding Sources").
3. KIPP shall provide the Board with:
 - a. A proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* and in a form reasonably satisfactory to the Board and to the Authorizer. The budget shall comply with public accounting standards applicable to public schools and public school academies in Michigan. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the

Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board for consideration not later than 30 days prior to the date of the scheduled hearing on the budget, and KIPP will continue to assist the Board through the approval process;

- b. On not less than a monthly basis, KIPP shall provide the KDIA Board with monthly financial statements not more than forty-five (45) days in arrears. Financial statements shall include a balance sheet, cash flow statement and statement of revenue, expenditures and changes in fund balance, detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the KDIA Board. A written report will be supplied to the finance committee, which shall outline variances over 10% from the approved budget and shall contain recommendations for necessary budget corrections. KIPP shall work to alert the finance committee to forecasted variances from the budget as soon as they are reasonably anticipated. KIPP shall provide special reports as necessary to keep the KDIA Board informed of changing conditions;
- c. Assistance in facilitating 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 Board shall select and retain independent auditors and the Board shall contract directly with any auditor of its choice, and KIPP shall 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 KIPP related to the Academy necessary for conducting the audit will be made available to the Academy and the Academy's independent auditor;
- d. Assistance with other aspects of the business administration of the Academy.
- e. Assistance with grant writing and application, and the solicitation of private donations to support the Academy and KDIA educational and other programs.

Part Three: HUMAN RESOURCES SERVICES

- 1. KIPP shall be responsible for all personnel functions.
- 2. As set forth in the Agreement, KIPP shall identify and appoint the School Leader to administer the Educational Program at the Academy. The School

Leader shall be an employee of KIPP.

3. KIPP shall provide the Academy with teachers, certified in the applicable grade levels and subjects approved by the Board and consistent with the Contract. KIPP 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 KIPP. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate or provisional certificate issued by the State Board of Education under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.
4. KIPP shall provide the Academy with qualified and necessary support staff as required. The parties anticipate that such support staff may include clerical staff, administrative assistants and director, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in KIPP's discretion, 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 KIPP.
5. Because, 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 KIPP, compensation of all employees of KIPP shall be paid by KIPP. For purposes of the Agreement and this Exhibit, "compensation" shall include salary and benefits. Evaluation and compensation systems, administered by KIPP shall comply with all applicable laws, including Sections 1249 and 1250 of the Code. KIPP 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, KIPP shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.
6. KIPP agrees that it shall not assign any of its employees, agents, or other individuals to perform any services except as provided for pursuant to this Agreement. KIPP shall require that the results of the criminal background check and unprofessional conduct check are received, reviewed, and used by the School Leader acting on behalf of the Academy and/or Board, only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment. Evidence of such background checks and unprofessional conduct checks required by law shall be stored on site, in a secure and confidential location and in physical form, at the Academy or be directly

accessible at the Academy facility.

Part Four: COMPLIANCE SERVICES

1. KIPP shall, within the scope of its delegated authority and power, complete all compliance requirements of the Authorizer, including making all necessary compliance submissions on a timely basis. However, KIPP shall not be responsible for the Academy's failure to meet compliance requirements due to the actions or inactions of the Board or any third party hired by the Board, including other contractors, agents, or employees.
2. KIPP shall provide services for preparation of the monthly and special Board meetings, such as preparing agendas and meeting notices, providing necessary staff record and distribute the meeting minutes of the Board's meetings, providing training for Board members and posting / archiving all relevant Board meeting materials,
3. KIPP will manage activities associated with the schools' food service programs and pupil accounting including Count Day and student enrollment.

4867-8913-3583 v1 [100665-1]

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

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

Physical Plant Description 6-1

Site Plan 6-3

Floor Plan..... 6-4

Lease Agreement 6-5

Certificate of Use and Occupancy 6-6

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

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

Address: 19321 W. Chicago
Detroit, MI 48228

Description: The Academy leases space, located in the St. Suzanne Cody Rouge Community Resource Center, from the Archdiocese of Detroit. The facility is three stories and is approximately 73,866 square feet. The space leased by the Academy includes five classrooms, one of which will be used as the main office; this room is located on the second floor. The other four classrooms are located on the first floor and are approximately 750 square feet each. The Academy has access to two student restrooms, one adult restroom, and a multipurpose room located in the basement. The Academy has shared access to the cafeteria and kitchen, located in the basement, and the gymnasium, which is located on the first floor. The Site includes a shared outdoor classroom, two parking lots, and outdoor play areas.

Configuration of Grade Levels: Kindergarten.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Detroit Public Schools Community District
ISD: Wayne RESA

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

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

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

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

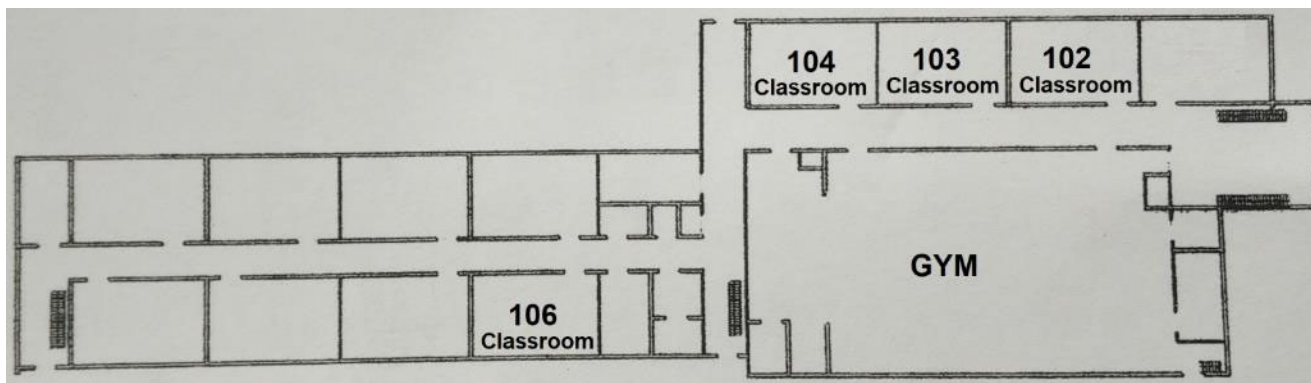
6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

SITE PLAN

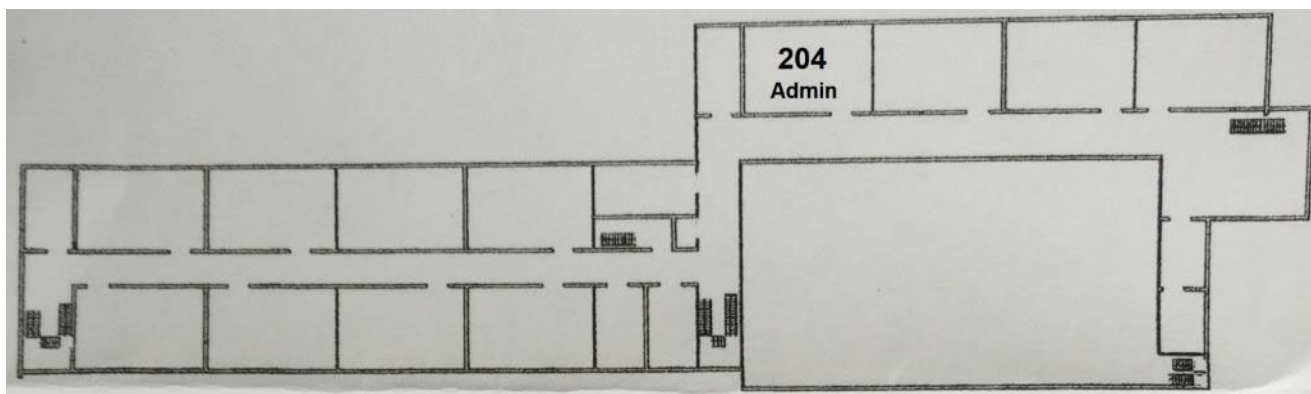


KIPP Detroit Imani Academy
19321 W. Chicago
Detroit, MI 48228

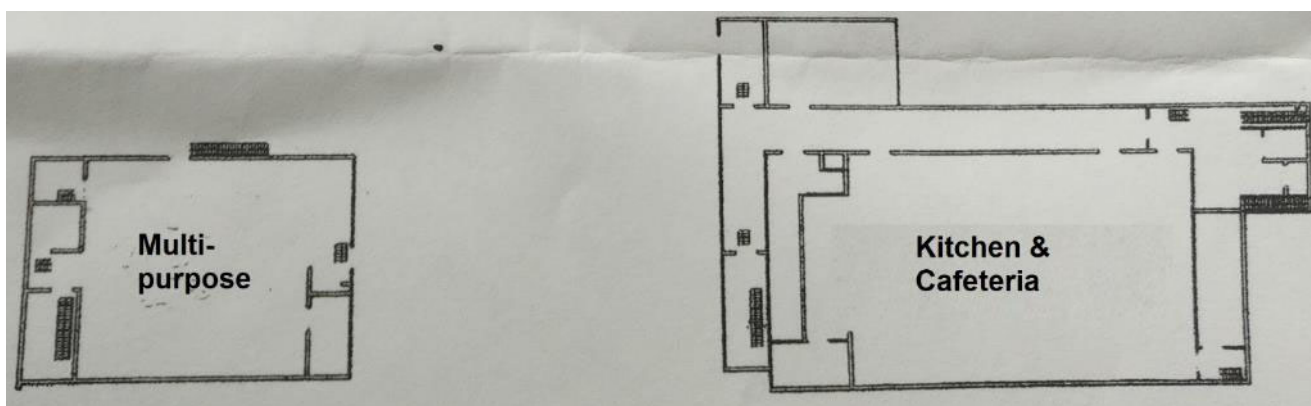
1st Floor (classroom sizes are 22' x 36' and approximately 792 SF each)



2nd Floor



Lower Level



KIPP Detroit Imani Academy
19321 W. Chicago
Detroit, MI 48228

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), shall be effective as July 1, 2022 by and between KIPP MICHIGAN, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave., Ste. A, Okemos, MI 48864 (the "Sub-Landlord") and KIPP DETROIT IMANI ACADEMY (the "Academy" or "KDIA"), a Michigan public school academy organized under the Revised School Code (the "Sub-Tenant").

BASIC LEASE PROVISIONS

A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.

B. Sub-Landlord and Address (for notices):

KIPP MICHIGAN
2222 W. Grand River Ave, Ste A, Okemos, MI 48864

C. Prime Landlord and Addresses (for notices):

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

D. Sub-Tenant and Address (for notices):

KIPP DETROIT IMANI ACADEMY
36237 Weber Drive, Sterling Heights, MI 48310

E. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Sub-Landlord dated April 18, 2020, as it may be amended from time to time.

F. Sublease Term: Begins July 1, 2022 and ends June 30, 2023.

G. Commencement Date: July 1, 2022.

- H. Expiration Date: June 30, 2023. Provided no Event of Default has occurred and Tenant has given Landlord written notice by 60 days prior to the end of the Lease of Tenant's intention to negotiate an extension of the term of this Lease, Landlord and Tenant shall negotiate in good faith an extension of the term of this Lease which extension and all terms thereof must be mutually acceptable to and approved by each party in their sole discretion.
- I. Base Rent: Base monthly rent shall be \$3,748.00.
- J. Payee of Rent: KIPP MICHIGAN or directly to Prime Landlord.
- K. Utilities Sublease Share: Five percent (5%).
- L. Description of Premises:
 - 1. "Common Areas" shall mean the gymnasium, North basement meeting room, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.
 - 2. "Leased Rooms" shall mean classrooms 102, 103, 104, 106 (approximately 3,168 square feet total) located in the School Building.
 - 3. "Leased Premises" consists of the Leased Classrooms and the Common Areas.
- M. Security Deposit: \$0
- N. Sub-Tenant's Use: The Leased Premises are to be used and occupied only for the programs and operation of the Academy and related activities and no other purpose.
- O. Broker: Not applicable

RECITALS

A. Sub-Landlord, as tenant, and Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Prime Landlord"), entered into a certain Lease Agreement dated as of February 28, 2020 (the "Prime Lease"), whereby Prime Landlord leases to Sub-Landlord approximately 3,168 rentable square feet of space consisting of classrooms 102, 103, 104, 106 and certain common areas as defined in the Prime Lease (the "Premises") in a building located at 19321 West Chicago, Detroit, Michigan 48228 (the "School Building").

B. The Academy is a public school academy authorized pursuant to a contract (the "Contract") issued by the Central Michigan University Board of Trustees ("CMU") and operates under the direction of the KDIA Board of Directors ("KDIA Board" or the "Board").

C. Sub-Landlord desires to sublet the Premises to Sub-Tenant, and Sub-Tenant desires to sublet the Premises from Sub-Landlord for the operation of the Academy.

D. Sub-Landlord and Sub-Tenant (collectively referred to as the “Parties”), have requested that Prime Landlord consent to the Sublease.

E. The Parties desire to enter into this Sublease on the terms and conditions set forth herein.

F. Prime Landlord desires to consent to this Sublease on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Except as otherwise expressly set forth herein, all capitalized terms used herein shall have the meanings given such terms in the Prime Lease.

2. Demise; Term

2.1. Demise. Sub-Landlord hereby subleases the Subleased Premises to Sub-Tenant, and Sub-Tenant hereby subleases the Subleased Premises from Sub-Landlord, together with all fixtures installed in the Subleased Premises by or for the benefit of Sub-Landlord, and also together with all appurtenances and rights ancillary to the Subleased Premises.

2.2. Term. The term of this Sublease (the “Sublease Term”) shall begin on (the “Commencement Date”), the effective date of this Sublease Agreement, subject to Sub-Landlord and Sub-Tenant having received the Prime Landlord’s Consent (as defined in Section 17 of the Prime Lease) and contingent upon the Authorizer’s non-disapproval of the Sublease Agreement. The Sublease Term shall expire on June 30, 2023 (“Expiration Date”), unless sooner terminated as provided in this Sublease.

3. Prime Lease

3.1. Terms of Sublease Identical With Prime Lease. It is intended that the terms and conditions of this Sublease shall be identical to the terms and conditions of the Prime Lease as they relate to the Subleased Premises, including but not limited to provisions in the Prime Lease that this Sublease will terminate automatically without penalty to Sub-Tenant in the event the Academy’s Charter Contract is terminated or a reconstitution of the Academy is required or the Academy site is closed. Additionally, Sub-Landlord and Sub-Tenant agree that:

3.1.1. Each and every term, condition, covenant and agreement of the Prime Lease, as it relates to the Subleased Premises, is a term, condition, covenant and agreement of this Sublease, and is incorporated in this Sublease by reference, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease;

3.1.2. Sub-Tenant shall perform all obligations and comply with all terms, conditions, covenants and agreements of Sub-Landlord as tenant under the Prime Lease for the Sublease Term, as they relate to the Subleased Premises, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease; and

3.1.3. The term "Landlord" as set forth in the Prime Lease shall mean Sub-Landlord in this Sublease and the term "Tenant" as set forth in the Prime Lease shall mean Sub-Tenant in this Sublease.

3.2. Terms Not Incorporated. Notwithstanding the provisions of Section 3.1 of this Sublease, the following provisions of the Prime Lease are not incorporated in or made part of this Sublease: N/A.

3.3. Sublease Controls. If there is a conflict between the stated terms and conditions in this Sublease and those set forth in the Prime Lease, the terms and conditions set forth in this Sublease shall control.

3.4. Performance To Be Tendered To Prime Landlord. Except as otherwise provided in this Sublease, Sub-Tenant may tender performance of its obligations directly to Prime Landlord so that all of Sub-Landlord's obligations under the Prime Lease accruing during the Sublease Term with respect to the Subleased Premises shall be fully satisfied and discharged by Sub-Tenant's performance.

3.5 Covenant Against Actions Causing Default Under Prime Lease. Sub-Tenant shall not do or cause to be done or suffer or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Landlord's rights under the Prime Lease to be cancelled, terminated, forfeited or prejudiced or which would render Sub-Landlord liable for any damages, fines, claims, penalties, costs or expenses under the Prime Lease. So long as Sub-Tenant is not in Default under this Sublease beyond any applicable notice, grace or cure periods, Sub-Landlord shall not commit any act or omission during the Sublease Term that would lead to the termination of the Prime Lease by Prime Landlord, nor shall Sub-Landlord voluntarily surrender the Prime Lease.

3.6 Sub-Landlord's Representations and Warranties. As an inducement to Sub-Tenant to enter the Sublease, Sub-Landlord represents and warrants that:

3.6.1 Sub-Landlord is the tenant under the Prime Lease and has the full right to enter into this Sublease (subject, however, to Prime Landlord's consent);

3.6.2 The Prime Lease is in full force and effect and Sub-Landlord shall not amend or modify the Prime Lease in any manner that would materially decrease Sub-Tenant's rights and privileges or materially increase Sub-Tenant's obligations.

3.6.3 Sub-Landlord has not received from Prime Landlord any notice of any default on the part of Sub-Landlord as tenant under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists nor has Sub-Landlord given Prime Landlord notice of any default on the part of Prime Landlord as landlord under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists;

3.6.4 Sub-Landlord has submitted to Sub-Tenant a true and complete copy of the Prime Lease, a copy of which is attached hereto as **Exhibit A**;

3.6.5 To the extent Prime Landlord's consent or approval is required hereunder, Sub-Landlord shall use commercially reasonable efforts to promptly obtain such consent or approval;

3.6.6 Sub-Landlord shall not cause or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Tenant's rights hereunder to be cancelled, terminated, forfeited or prejudiced.

4. Performance

4.1. Sub-Landlord and Sub-Tenant's Obligations Under Prime Lease.

4.1.1. Although the terms, conditions, covenants and agreements of the Prime Lease are incorporated as terms and agreement of this Sublease, Sub-Landlord shall not be liable to Sub-Tenant for performance or non-performance of obligations of Sub-Landlord under this Sublease which are also the obligations of Prime Landlord under the Prime Lease (the "Prime Landlord's Obligations"). Subject to the provisions of Section 3.2 below, it is intended that Sub-Tenant shall look solely to and hold solely responsible Prime Landlord for the performance of the Prime Landlord's Obligations under the Prime Lease.

4.1.2. Sub-Landlord shall perform for the benefit of Sub-Tenant all of Sub-Landlord's repair and maintenance obligations with respect to the Subleased Premises.

4.1.3 Sub-Tenant shall perform all Base Rent and Additional Rent obligations as set forth and defined in the Prime Lease on behalf of Sub-Landlord.

4.2. **Failure By Prime Landlord to Perform the Prime Landlord's Obligations.** If Prime Landlord shall fail at any time to perform the Prime Landlord's Obligations, Sub-Tenant shall give notice thereof to Sub-Landlord. In such event, Sub-Landlord shall use commercially reasonable efforts to cause Prime Landlord to perform the Prime Landlord's Obligations, the cost of which shall be shared by Sub-Landlord and Sub-Tenant on a pro rata basis, determined by

ratio of the rentable square footage of the Subleased Premises to the rentable square footage of the Leased Premises.

5. Sublease Subordinate to Prime Lease; Termination of Prime Lease

5.1. Sublease Subordinate. This Sublease and the rights of the parties under this Sublease are subject and subordinate to the Prime Lease.

5.2. Termination of Prime Lease. If the Prime Lease is terminated for any reason, this Sublease shall terminate as of the date of termination of the Prime Lease and Sub-Landlord shall have no liability to Sub-Tenant as a result of such termination.

6. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, or (b) commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the addresses set forth in the BASIC LEASE PROVISIONS above or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day.

7. Prime Landlord's Consent

7.1. Sublease Conditioned Upon Consent. This Sublease is subject to, and conditioned upon, Sub-Landlord's obtaining the written consent of Prime Landlord to this Sublease (the "Prime Landlord's Consent").

7.2. Effect of Failure to Obtain Prime Landlord's Consent. If the Prime Landlord's Consent is required under the Prime Lease and Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease by the parties, either Sub-Landlord or Sub-Tenant may terminate this Sublease by giving written notice to the other at any time thereafter, but before Prime Landlord grants such consent. Upon such termination, (A) Sub-Landlord will return the Security Deposit and any prepaid rent to Sub-Tenant, (B) this Sublease will become null and void, and (C) neither party will have any liability or obligation to the other under this Sublease.

[signature page to follow]

Sub-Landlord:

KIPP MICHIGAN

Candace R Rogers

By: Candace R Rogers

Its: Superintendent

Sub-Tenant:

KIPP DETROIT IMANI ACADEMY

Kirk Mayes

By: Kirk Mayes

Its: Board President

4890-2676-6352 v1 [100665-1]

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease"), entered into as of February 25, 2022, by and between **ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT**, whose address 12 State Street, Detroit, Michigan 48226 (herein called "Landlord") and **KIPP MICHIGAN**, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave, Ste A, Okemos, MI 48864 (herein called "Tenant"):

WITNESSETH:

1. **The Leased Premises.** Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord a portion of the Leased Premises (as defined in below). As used in this agreement, the following terms shall have the meanings set forth below.

"Common Areas" shall mean the gymnasium, North basement meeting room, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.

"Leased Classrooms" shall mean classrooms 102, 103, 104, 106 (approximately 3,168 square feet total) located in the School Building.

"Leased Premises" consists of the Leased Classrooms and the Common Areas.

"Property" the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as 19321 West Chicago, Detroit, Michigan 48228 and more particularly described on the attached Exhibit A.

"School Building" shall mean the former St. Suzanne school building located on the Property.

1. **Occupancy.** Subject to the terms and conditions of this Lease, during the Term (as defined below), the Tenant will have the right to exclusive occupancy and use of the Leased Classrooms, and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants, including St. Suzanne Cody Rouge Community Resource Center, a subsidiary of St. Suzanne Our Lady Gate of Heaven Parish. Tenant shall make Landlord aware of special events outside of the normal school operating schedule that may require additional parking, and Landlord shall reasonably allow use, as available. Landlord acknowledges that the Tenant may be using the parking lot for parent and bus pick-up and drop-off. Landlord acknowledges and consents to, in anticipation of a public school academy occupation, Tenant will remove any religious symbols/icons in the lease premise. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). Landlord acknowledges that Tenant may have to re-key or create pass-key access to the premise. The Tenant shall provide to the pastor ("Pastor") of St. Suzanne Parish ("Parish") keys and all access codes, if applicable, for the Leased Premises. In the event that Landlord permits another tenant or occupant to occupy the School Building, the Parties shall provide written notice

to the Central Michigan University Charter Schools Office Director thirty (30) days prior to such occupancy.

2. **Term.** The term of this Lease begins July 1, 2022 and ends June 30, 2023. If the Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Tenant after expiration of the Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination. 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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution. Nothing in this Section shall prevent the Landlord from receiving Rent and other payments owed under the Lease prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the Lease prior to site closure or reconstitution. A termination under this Section 3, however, shall not constitute an "Event of Default" under Section 19 entitling the Landlord to Remedies under Section 20 or Recovery of Damages for Termination under Section 21.

3. **Use.** The Leased Premises are to be used and occupied only as a public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) and for no other purpose.

4. **Rent.** The Tenant agrees to pay the Landlord, without demand, offset or deduction, as base rental for the Leased Premises, on the first day of each and every month, in advance, (a) commencing July 1, 2022 through June 30, 2023, \$3,748.00 per month. All checks shall be payable to "St. Suzanne/Our Lady Gate of Heaven Parish," and shall be mailed to:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate

for any reason during the term hereof. Landlord will reimburse Tenant any and all unused pre-paid security rent, including prorated portions thereof, within 30 days of the Lease termination date.

5. **Utilities.** Tenant shall pay fifteen percent (15%) of all charges for all utilities used by Tenant or charged to the School Building from July 1, 2022 through the end of the Term, including, without limiting the generality of the foregoing, for gas, water, sewer,

electricity and heating service (collectively, "Utility Charges"). Tenant shall make such payments within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

Costs for security, waste disposal, pest control, and all other charges relating to the use, occupancy, general maintenance of the Premises shall be included within the Base Rent charge and the responsibility of the Landlord.

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

7. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) Except for the express obligations of Landlord set forth in Section 8(b) below ("Landlord's Obligations"), during the entire term of this Lease, including any extension period that the parties may agree upon pursuant to Section 33 hereof, Tenant agrees, at its sole cost and expense, to maintain the Leased Premises and fixtures in good order, condition and repair at all times. Tenant shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. Tenant hereby acknowledges and agrees that except for Landlord's Obligations it is the intent of the parties that Landlord shall have no obligation whatsoever to repair or maintain any portion of the Leased Premises. Tenant acknowledges that all of its obligations under this Section apply to all of the Leased Premises, including, but not limited to, the Common Areas. Tenant shall reimburse Landlord for 30% of the cost of maintenance of the elevator, payable within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

(b) Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the structural components of the School Building, including, the roof and four outer walls, the heating boiler, including radiators and zone thermostats, and elevator maintenance, except for

damage caused by Tenant or anyone Tenant permits to use the Leased Premises, which shall be the obligation of the Tenant at its sole expense. In addition, Landlord shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises.

8. **Licenses.** If the nature of the Tenant's business requires licensure, Tenant shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

10. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rent, additional rent and other sums required to be paid by Tenant to Landlord hereunder at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid. No provision of the Lease shall interfere with the Tenant Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of a public school, and Nothing in this Lease shall interfere with Tenant Board's fiduciary responsibilities and ability to act as an independent, public body.

11. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Archbishop of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a Certificate of Insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that Landlord is entitled to recovery for the negligence of Tenant even though Landlord is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days' prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a Certificate of Insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such the amounts of _____ (\$ _____) and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance Charges"). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

12. **Indemnity.** To the extent permitted by law, Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective employees, managers, partners, officers, directors, attorneys, contractors, agents, successors and assigns (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by a Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (iv) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

Nothing in this Lease shall be construed as restricting Tenant from or requiring Tenant to waive its right to assert the protections of governmental immunity.

13. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the Landlord's prior written consent. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and

all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Except for fixtures purchased using Tenant funds, upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Fixtures purchased using Tenant funds shall be owned by Tenant upon vacation of the Leased Premises. Except for replacement fixtures purchased by Tenant under Section 8.1.(a)., Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease. The cost of all improvements made by Tenant to the Leased Property shall be reimbursed in whole by Landlord in the event Landlord terminates this Lease without cause prior to the end of the Term.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). To the extent permitted by law, Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

14. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the

other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the monthly base rental thereafter to be paid shall be reduced on a per square foot basis.

15. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant may, when permitted by appropriate governmental authority, pay any Tax over a period of time. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

16. **Additional Rent.** All payments and other charges, costs and expenses that the Tenant assumes or agrees to pay under this Lease, other than the payment of monthly base rent, including but not limited to Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease shall be deemed additional rent, and in the event of non-payment, Landlord shall have all the rights as herein provided for failure to pay monthly base rent. Tenant shall pay its share of Additional Costs on a monthly basis as an estimate (to be agreed upon in Lease Agreement) and will be trued up annually with actual costs presented by Landlord.

17. **Assignment and Subletting.** Tenant covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting

shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events may be deemed to be an assignment of this Lease: (i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial.

18. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- a. if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- c. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;
- d. if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 21 hereof; or
- b. Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable

to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or

- c. Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;
- d. Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- e. Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, reasonable attorney's fees and costs.
- f. Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 20(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid rental for the

balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and

- d. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord's Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rental. If Tenant shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rent.

22. **Tenant's Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of monthly base rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to any Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses (each a "Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

23. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to

time, without notice to Tenant, to access and inspect the Leased Premises to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

24. Controlling Law; No Other Agreement or Representatives; Time of Essence.

This Lease shall be governed by the laws of the State of Michigan. This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder. Time is of the essence in this Lease.

25. Non-Waiver; Modifications. No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Landlord hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced. All modifications, alterations and/or amendments of this Lease must be reviewed by Tenant's authorizing body designated representative, the Central Michigan University Charter Schools Office, before execution.

26. Notices. Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

KIPP Michigan
19321 West Chicago
Detroit, Michigan 48228
Attn: Candace Rogers

27. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

28. **Damage to Leased Premises.** If the Leased Premises become wholly untenable through damage or destruction, this Lease shall automatically be terminated without any further action by the parties; if partially untenable, Landlord shall have the option of terminating this Lease at anytime within thirty (30) days after such casualty. If Landlord does not terminate this Lease, the Landlord shall repair the Leased Premises with all convenient speed. The obligation of the Tenant to pay the monthly base rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

29. **Right to Terminate.** This Lease may be terminated at any time by Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a school year runs from July 1 to the following June 30.

30. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

31. **"AS IS"; No Representations.** Except as otherwise stated in this Lease, including, but not limited to, Sections 38 and 39, Tenant accepts the Leased Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been

made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises. This Lease is not made in reliance upon any representation whatsoever.

32. **Extensions.** The Lease Agreement will automatically extend to a second year (July 1, 2023 to June 30, 2024) unless Tenant provides written notice to Landlord by January 1, 2023 of Tenant's intention to terminate this Lease at the end of the initial Term. In the case of an extension, Landlord and Tenant shall come to an agreement on a Letter of Understanding between the parties, which will define the mutually acceptable modifications to the Leased Premises (i.e., additional classrooms for 2nd year).

33. **Intentionally Deleted**

34. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to an amount that is fair and reasonable for the market at the time this Lease is executed, as determined by the parties.

35. **Reserved.**

36. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

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

38. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises.

(b) Subject to the subsection 11.(c). with respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and

perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) Landlord is solely responsible for investigating the existence of, cleaning, removing, remediating, or otherwise handling Hazardous Material, including asbestos as addressed below, which: (1) existed on the Leased Premises prior to inception of this Lease; and/or (2) which is discovered during the Term of this Lease. Tenant is neither responsible nor liable, in whole or in part, for the release of Hazardous Material, including asbestos, that existed on the Leased Property prior to execution of this Lease. Landlord hereby agrees to indemnify and hold Tenant harmless from all costs, liability and loss of any kind against all claims in any way arising out of Landlord's use or prior use of Hazardous Material at the Leased Premises.

(d) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.); or (6) Asbestos Hazard Emergency Response Act, 15 U.S.C. Section 2601 et seq., including any legal equivalent under Michigan law, regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

39. Asbestos.

Landlord, at Landlord's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.) (collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Tenant's obligations thereunder. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion,

and all contracts with such contractors shall expressly provide that Tenant is a third party beneficiary of such contract. Tenant hereby indemnifies and holds Tenant harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

40. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

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

42. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Lease for the purposes of recordation. Said memorandum of this Lease shall describe the parties, the Leased Premises, the term of this Lease and any special provisions, except rentals payable hereunder, and shall incorporate this Lease by reference.

43. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

Tenant shall be allowed to install general directional/identification signage and basic interior and

exterior school signage as reasonably approved by the Landlord.

44. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all reasonable attorneys' fees and expenses so incurred by Landlord.

45. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

46. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

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

48. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). The Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, because of a termination of the Use Agreement. Rather, the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into

a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in the Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to modify the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

49. **Audits.** Landlord agrees to make all records in his possession related to Tenant and this Lease available to Tenant's independent auditor and Tenant's authorizing body representative, Central Michigan University Charter Schools Office, upon request.

50. **Procurement.** All equipment, materials and supplies procured by Landlord on behalf or at the request of Tenant must comply with applicable competitive bidding requirements under Michigan's Revised School Code, MCL 380.1, et seq. Landlord is prohibited from including additional fees or other monetary amounts to the cost of the equipment, materials and supplies, except for actual costs incurred by Landlord, which may include shipping, taxes, permits, installation costs, and similar expenses.

51. **Additional provisions.** Agreement as it relates specifically to Leased Classroom 102 is contingent upon childcare center successfully receiving authorization to relocate current services within that room to the second floor.

51. Landlord hereby acknowledges that in addition to this Lease, Tenant is subleasing other space in the premises owned by Landlord. Landlord hereby acknowledges and consents for the subleases with Tenant at the terms stated therein.

52. This Lease is contingent upon any occupancy permits to Tenant and any needed nondisapproval by Authorizer of the Academy to be formed.

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have executed this Lease the day and year first written above.

IN THE PRESENCE OF:

Rev. David Smayda

LANDLORD:

Allen H. Vigneron

Allen H. Vigneron, Roman Catholic
Archbishop of the Archdiocese of Detroit

TENANT:

DocuSigned by:

Candace Rogers

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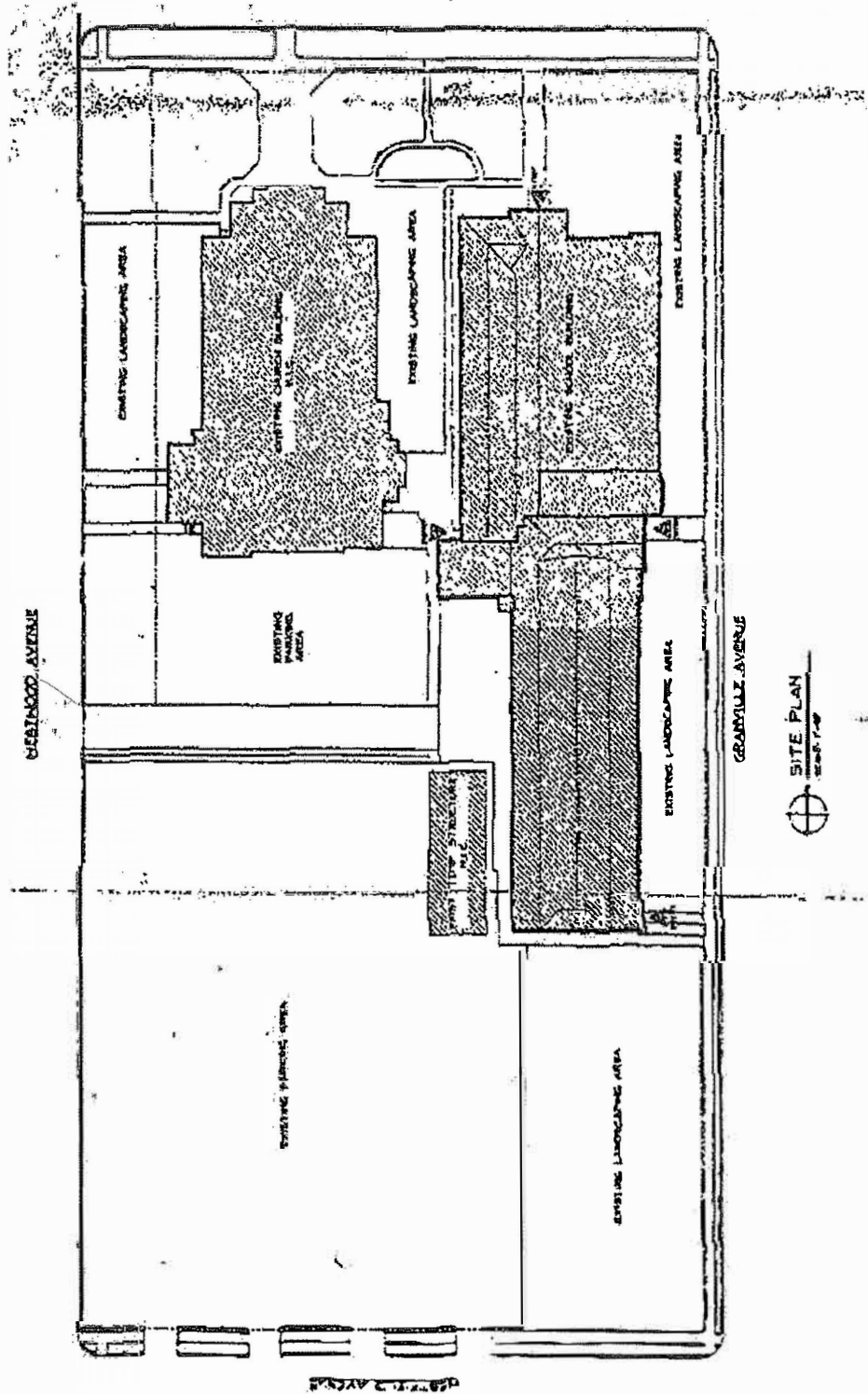
KIPP Michigan, a Michigan Non-profit
corporation

By: Candace Rogers

Its: Superintendent

EXHIBIT A

PROPERTY



SUB-SUBLEASE AGREEMENT

THIS SUB-SUBLEASE AGREEMENT (the "Sub-Sublease"), shall be effective as July 1, 2022 by and between KIPP MICHIGAN, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave., Ste. A, Okemos, MI 48864 (the "Sub-Sublandlord") and KIPP DETROIT IMANI ACADEMY (the "Academy" or "KDIA"), a Michigan public school academy organized under the Revised School Code (the "Sub-Subtenant").

BASIC LEASE PROVISIONS

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Prime Landlord: Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.
- C. Prime Landlord's Address (for notices):

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- D. Sublandlord: St. Suzanne Cody Rouge Community Resource Center.
- F. Sublandlord's Address (for notices):

19321 West Chicago, Detroit, Michigan 48228.
- G. Sub-Sublandlord: KIPP MICHIGAN
- H. Sub-Sublandlord's Address (for notices):

222 W. Grand River Ave., Ste. A, Okemos, MI 48864
- I. Sub-Subtenant: KIPP DETROIT IMANI ACADEMY
- J. Sub-Subtenant's Address (for notices):

36237 Weber Drive, Sterling Heights, MI 48310
- E. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Tenant dated April 18, 2020, as it may be amended from time to

time, and Initial Sublease between Sublandlord St. Suzanne Cody Rouge Community Resource Center and Subtenant KIPP MICHIGAN dated January 12, 2022, as it may be amended from time to time, and this Sub-Sublease between KIPP MICHIGAN as Sub-Sublandlord and the Sub-Subtenant Academy.

- F. Sub-Sublease Term: Begins July 1, 2022 and ends June 30, 2023.
- G. Commencement Date: July 1, 2022.
- H. Expiration Date: June 30, 2023.
- I. Base Rent: Forty-Nine Thousand Four Hundred Ninety-Four and 00/100 Dollars (\$49,494.00) per annum. Base monthly rent shall be 4,124.50.
- J. Payee of Rent: KIPP MICHIGAN, or directly to: St. Suzanne Cody Rouge Community Resource Center.
- K. Utilities Sub-Sublease Share: Five percent (5%).
- L. Description of Premises:
 - 1. "Common Areas" shall mean the entryways, stairways, hallways in the School Building, gymnasium, north basement hall, the walkways, playgrounds and parking lot on the Property. Common areas gymnasium and north basement hall are scheduled subject to common building calendar.
 - 2. "Leased Rooms" shall mean, Classroom 204 and South Basement Hall (approximately 3,750 square feet total), located in the School Building. South Basement shall be available for after-school activities which do not obstruct or interfere with Tenant's personal property based on Tenant's prior approval. The terms of this Sub Lease reflect a 15% reduction in base rental rate for this specific room in exchange for this consideration.
 - 3. "Leased Premises" consists of the Leased Classrooms and the Common Areas. Landlord to acknowledge that with respect to parking and common areas, Landlord is aware of lease arrangement with Prime Landlord, it has no objection.
- M. Security Deposit: \$0
- N. Sub-Subtenant's Use: The Leased Premises are to be used and occupied only for the operations of the Academy and related activities and no other purpose.
- O. Broker: Not applicable

RECITALS

A. Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Prime Landlord"), entered into a certain Lease Agreement dated as of April 18, 2020 (the "Prime Lease"), whereby Prime Landlord leases to St. Suzanne Cody Rouge Community Resource Center approximately 3,750 rentable square feet of space consisting of "Common Areas" as defined in the Prime Lease and Classroom 204 and South Basement Hall (the "Premises") in a building located at 19321 West Chicago, Detroit, Michigan 48228 (the "School Building"). St. Suzanne Cody Rouge Community Resource Center ("Sublandlord") subleases the identical Premises to KIPP MICHIGAN under a certain Sublease Agreement dated as of January 12, 2022.

B. The Academy is a public school academy authorized pursuant to a contract (the "Contract") issued by the Central Michigan University Board of Trustees ("CMU") and operates under the direction of the KDIA Board of Directors ("KDIA Board" or the "Board");

C. Sub-Sublandlord KIPP MICHIGAN desires to sublet the Premises to KIPP DETROIT IMANI ACADEMY Sub-Subtenant (collectively, the "Parties"), and Sub-Subtenant desires to sublet the Premises from Sub-Sublandlord for the operation of the Academy.

D. The Parties have requested that Prime Landlord and Sublandlord consent to the Sub-Sublease.

E. The Parties desire to enter into this Sub-Sublease on the terms and conditions set forth herein.

F. Prime Landlord and Sublandlord desire to consent to this Sub-Sublease on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Except as otherwise expressly set forth herein, all capitalized terms used herein shall have the meanings given such terms in the Prime Lease.

2. **Demise; Term**

2.1. Demise. Sub-Sublandlord hereby subleases the Subleased Premises to Sub-Subtenant, and Sub-Subtenant hereby subleases the Subleased Premises from Sub-Sublandlord, together with all fixtures installed in the Subleased Premises by or for the benefit of Sub-Sublandlord, and also together with all appurtenances and rights ancillary to the Subleased Premises.

2.2. Term. The term of this Sub-Sublease (the “Sublease Term”) shall begin on (the “Commencement Date”) the effective date of this Sub-Sublease Agreement, subject to the Parties having received the Prime Landlord’s Consent (as defined in Section 17 of the Prime Lease), the Sublandlord’s consent (as defined in Section 12A of the Sublease Agreement), and contingent upon the Authorizer’s non-disapproval of the Sub-Sublease Agreement. The Sub-Sublease Term shall expire on June 30, 2023 (“Expiration Date”), unless sooner terminated as provided in the Sub-Sublease.

3. Prime Lease and Sublease Agreement

3.1. Terms of Sub-Sublease Identical With Prime Lease and Sublease Agreement. It is intended that the terms and conditions of this Sub-Sublease shall be identical to the terms and conditions of the Prime Lease and Sublease Agreement as they relate to the Subleased Premises, including but not limited to provisions in the Prime Lease and Sublease that this Sub-Sublease will be coterminous with the Academy’s Charter Contract term; that this Sub-Sublease will terminate automatically without penalty to Sub-Subtenant in the event the Academy’s Charter Contract is terminated or a reconstitution of the Academy is required or the Academy site is closed. Additionally, Sub-Sublandlord and Sub-Subtenant agree that:

3.1.1. Each and every term, condition, covenant and agreement of the Prime Lease and Sublease Agreement, as it relates to the Subleased Premises, is a term, condition, covenant and agreement of this Sub-Sublease, and is incorporated in this Sub-Sublease by reference, except to the extent inconsistent with the express terms of this Sub-Sublease and except as set forth in Section 3.2 of this Sub-Sublease;

3.1.2. Sub-Subtenant shall perform all obligations and comply with all terms, conditions, covenants and agreements of Sub-Sublandlord as tenant under the Sublease Agreement for the Sub-Sublease Term, as they relate to the Subleased Premises, except to the extent inconsistent with the express terms of this Sub-Sublease and except as set forth in Section 3.2 of this Sub-Sublease; and

3.1.3. The term “Landlord” as set forth in the Prime Lease shall mean Sub-Sublandlord in this Sub-Sublease and the term “Tenant” as set forth in the Prime Lease shall mean Sub-Subtenant in this Sub-Sublease.

3.1.4 It is the intention of the Parties that all costs incurred by Sub-SubLandlord in the Prime Lease and Sublease shall be passed through as costs to the Sub-SubTenant. Therefore, all costs incurred by Sub-SubLandlord in the Prime Lease and Sublease that are not specifically named in this Sub-Sublease shall be passed through to the Sub-SubTenant including but not limited to the \$980.00 in additional rent required by Paragraph 8 of the Sublease.

3.2. Terms Not Incorporated. Notwithstanding the provisions of Section 3.1 of this Sub-Sublease, the following provisions of the Prime Lease are not incorporated in or made part of this Sub-Sublease: INSERT

3.3. Sub-Sublease Controls. If there is a conflict between the stated terms and conditions in this Sub-Sublease and those set forth in the Prime Lease or Sublease, the terms and conditions set forth in this Sub-Sublease shall control.

3.4. Performance To Be Tendered To Prime Landlord. Except as otherwise provided in this Sub-Sublease, Sub-Subtenant may tender performance of its obligations directly to Prime Landlord so that all of Sub-Sublandlord's obligations under the Prime Lease accruing during the Sub-Sublease Term with respect to the Subleased Premises shall be fully satisfied and discharged by Sub-Subtenant's performance.

3.5 Covenant Against Actions Causing Default Under Prime Lease. Sub-Subtenant shall not do or cause to be done or suffer or permit to be done any act or thing which would constitute a default under the Prime Lease or Sublease or which would cause the Prime Lease or Sublease any of Sub-Sublandlord's rights under either prior leases to be cancelled, terminated, forfeited or prejudiced or which would render Sub-Sublandlord liable for any damages, fines, claims, penalties, costs or expenses under the prior leases. So long as Sub-Subtenant is not in Default under this Sub-Sublease beyond any applicable notice, grace or cure periods, Sub-Sublandlord shall not commit any act or omission during the Sub-Sublease Term that would lead to the termination or surrender of the prior leases.

3.6 Sub-Sublandlord's Representations and Warranties. As an inducement to Sub-Subtenant to enter the Sub-Sublease, Sub-Sublandlord represents and warrants that:

3.6.1 Sub-Sublandlord has the full right to enter into this Sub-Sublease (subject, however, to Prime Landlord's and Sublandlord's consent);

3.6.2 The Prime Lease and Sublease are in full force and effect and Sub-Sublandlord shall not amend or modify the Sublease in any manner that would materially decrease Sub-Subtenant's rights and privileges or materially increase Sub-Subtenant's obligations.

3.6.3 Sub-Sublandlord has not received from Prime Landlord or Sublandlord any notice of any default on the part of Sub-Sublandlord under the Prime Lease or Sublease which has not been cured and, to the best of Sub-Sublandlord's knowledge, no such default now exists nor has Sub-Sublandlord given Prime Landlord or Sublandlord notice of any default on the part of Prime Landlord or Sublandlord under the prior leases which has not been cured and, to the best of Sub-Sublandlord's knowledge, no such default now exists;

3.6.4 Sub-Sublandlord has submitted to Sub-Subtenant a true and complete copy of the Prime Lease and the Sublease, copies of which are attached hereto as **Exhibit A** and **Exhibit B**, respectively;

3.6.5 To the extent Prime Landlord's or Sublandlord's consent or approval is required hereunder, Sub-Sublandlord shall use commercially reasonable efforts to promptly obtain such consent or approval;

3.6.6 Sub-Sublandlord shall not cause or permit to be done any act or thing which would constitute a default under the Prime Lease or Sublease or which would cause the Prime Lease or Sublease or any of Sub-Subtenant's rights hereunder to be cancelled, terminated, forfeited or prejudiced.

3.7 Insurance. Paragraph 11 of the Prime lease and Sublease provides that Sub-SubLandlord shall procure insurance. Sub-SubLandlord shall procure the insurance as required by the Prime Lease and Sublease. Sub-SubTenant shall pay the actual costs of the insurance procured by Sub-SubLandlord, which will be billed to the Sub-SubTenant within thirty (30) days of when Sub-SubLandlord receives statements for such insurance costs. The Sub-SubLandlord shall require the insurance procured to name the Sub-SubTenant as an additional insured.

4. Sub-Sublease Subordinate to Prime Lease and Sublease; Termination of Prime Lease or Sublease

4.1. Sub-Sublease Subordinate. This Sub-Sublease and the rights of the Parties under this Sub-Sublease are subject and subordinate to the Prime Lease and Sublease.

4.2. Termination of Prime Lease. If the Prime Lease or Sublease is terminated for any reason, this Sub-Sublease shall terminate as of the date of termination of the Prime Lease or Sublease and Sub-Sublandlord shall have no liability to Sub-Subtenant as a result of such termination.

5. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, or (b) commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the addresses set forth in the BASIC LEASE PROVISIONS above or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day.

6. Required Consents

6.1. Sub-Sublease Conditioned Upon Consent. This Sub-Sublease is subject to, and conditioned upon, Sub-Sublandlord's obtaining the written consent of Prime Landlord and Sublandlord to this Sub-Sublease (the "Landlords' Consent").

6.2. Effect of Failure to Obtain the Landlords' Consent. If the Prime Landlord and Sublandlord's Consent is required under the Prime Lease and Sublease and Prime Landlord or Sublandlord fails to consent to this Sub-Sublease within thirty (30) days after the execution and delivery of this Sub-Sublease by the Parties, either Sub-Sublandlord or Sub-Subtenant may terminate this Sub-Sublease by giving written notice to the other at any time thereafter. Upon such termination, (A) Sub-Sublandlord will return the Security Deposit and any prepaid rent to

Sub-Subtenant, (B) this Sub-Sublease will become null and void, and (C) neither party will have any liability or obligation to the other under this Sub-Sublease.

7. Indemnity. To the extent permitted by law, Sub-SubTenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Sub-SubLandlord and all Parties named in Paragraph 12 of the Prime Lease and Paragraph 21 of the Sublease, including the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective employees, managers, partners, officers, directors, attorneys, contractors, agents, successors and assigns (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by the Sub-Tenant or any of the Sub-Tenant's respective agents, contractors, employees, visitors, and invitees, or (iv) the Sub-Tenant's failure to perform its obligations under this Lease. The obligations of Sub-Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

Nothing in this SubLease shall be construed as restricting Sub-SubTenant from or requiring Sub-SubTenant to waive its right to assert the protections of governmental immunity.

[signature page to follow]

Sub-Sublandlord:

KIPP MICHIGAN

Candace R Rogers

By: Candace Rogers

Its: Superintendent

Sub-Subtenant:

KIPP DETROIT IMANI ACADEMY

Kirk Mages

By: Kirk Mages

Its: Board President

SUBLEASE

THIS SUBLEASE is made and entered into this 12th day of January, 2022 by and between **ST. SUZANNE CODY ROUGE COMMUNITY RESOURCE CENTER** ("Landlord") and **KIPP Michigan** ("Tenant").

1. BASIC LEASE PROVISIONS.

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Tenant's Address: 2222 W. Grand River Ave, Ste A, Okemos, MI 48864
- C. Landlord's Address (for notices): 19321 West Chicago, Detroit, Michigan 48228.
- D. Prime Landlord: Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.
- E. Prime Landlord's Address (for notices):

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- F. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Landlord dated April 18, 2020, as it may be amended from time to time.
- G. Sublease Term: Begins July 1, 2022 and ends June 30, 2023.
- H. Commencement Date (subject to change as specified in Section 4 or Section 5 hereof): July 1, 2022.
- I. Expiration Date: June 30, 2023. Provided no Event of Default has occurred and Tenant has given Landlord written notice by 60 days prior to the end of the Lease of Tenant's intention to negotiate an extension of the term of this Lease, Landlord and Tenant shall negotiate in good faith an extension of the term of this Lease which extension and all terms thereof must be mutually acceptable to and approved by each party in their sole discretion.

- J. Base Rent: Forty-Nine Thousand Four Hundred Ninety-Four and 00/100 Dollars (\$49,494.00) per annum. Base monthly rent shall be 4,124.50.
- K. Payee of Rent: St. Suzanne Cody Rouge Community Resource Center.
- L. Address for Payment of Rent: 19321 West Chicago, Detroit, Michigan 48228.
- M. Utilities Sublease Share: Five percent (5%).
- N. Description of Premises:
 - (1) “Common Areas” shall mean the entryways, stairways, hallways in the School Building, gymnasium, north basement hall, the walkways, playgrounds and parking lot on the Property. Common areas gymnasium and north basement hall are scheduled subject to common building calendar.
 - (2) “Leased Rooms” shall mean, Classroom 204 and South Basement Hall (approximately 3,750 square feet total), located in the School Building. South Basement shall be available for after-school activities which do not obstruct or interfere with Tenant’s personal property based on Tenant’s prior approval. The terms of this Sub Lease reflect a 15% reduction in base rental rate for this specific room in exchange for this consideration.
 - (3) “Leased Premises” consists of the Leased Classrooms and the Common Areas. Landlord to acknowledge that with respect to parking and common areas, Landlord is aware of lease arrangement with Prime Landlord, it has no objection.
- O. Security Deposit: \$0
- P. Tenant’s Use: The Leased Premises are to be used and occupied only for the programs sponsored by KIPP: Detroit and related activities and no other purpose.
- Q. Broker: Not applicable

2. **PRIME LEASE.** Landlord is the tenant under a Prime Lease (the “Prime Lease”) with the Prime Landlord identified in Section 1(D), bearing the date specified in Section 1(F). Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord’s knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3. **SUBLEASE.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in Section 1(N) (the "Premises") and located in the building (the "Building"), situated on and a part of the property (the "Property") legally described in Exhibit A attached hereto and made a part hereof.

4. **TERM.** Subject to Section 5, the term of this Lease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") which is the earlier to occur of:

A. The date specified in Section 1(H); or

B. The date Tenant first occupies all or part of the Premises. The Term shall expire on the date ("Expiration Date") specified in Section 1(I), unless sooner terminated as otherwise provided elsewhere in this Sublease.

5. **POSSESSION.** Landlord agrees to deliver possession of the Premises on or before the date specified in Section 1(H) in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. **TENANT'S USE.** The Premises shall be used and occupied only for the Tenant's Use set forth in Section 1(P).

7. **RENT.** Beginning on the Commencement Date, Tenant agrees to pay the Base Rent set forth in Section 1(J) to the Payee specified in Section 1(K), at the address specified in Section 1(L), or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any setoff or deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Tenant to Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Landlord to Prime Landlord for an equivalent default under the Prime Lease.

8. **ADDITIONAL RENT:** Tenant is to reimburse Landlord for a portion of the costs of janitorial/custodial services contracted by the Landlord as follows: \$980.00 per month.

9. **TENANT'S OBLIGATIONS.** Tenant shall be responsible for, and shall pay the following:

A. Reserved.

B. All maintenance and repairs as to the Premises and its equipment, to the extent Landlord is obligated to perform the same maintenance and repairs under the Prime Lease.

10. **QUIET ENJOYMENT.** Landlord represents that is it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Tenant is not in default in the performance of its covenants and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord.

11. **TENANT'S INSURANCE.** Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Landlord under the Prime Lease, naming Landlord, as well as Prime Landlord and the related parties required to be named as additional insureds under the Prime Lease, in the manner required therein, and such property insurance as is required to be carried by Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Landlord to insure leasehold improvements or alterations, then Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Tenant. Tenant shall furnish to Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Tenant hereby waives claims against Prime Landlord and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against the "Landlord Parties" as defined in the Prime Lease (herein referred to as the "Prime Landlord Related Parties"). Tenant agrees to obtain, for the benefit of Prime Landlord and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease.

12. **ASSIGNMENT OR SUBLETTING.**

A. Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof, or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant. Landlord's consent to an assignment of this Sublease or a further sublease of the Premises shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord if such consent is required to be obtained under the Prime Lease. Any cost of obtaining Prime Landlord's consent shall be borne by Tenant.

B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. **RULES.** Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. **REPAIRS AND COMPLIANCE.** Tenant shall promptly pay for the repairs set forth in Section 9(B) hereof and Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Tenant's particular use or manner of use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations. Tenant shall make any insurance proceeds resulting from the loss which Landlord is obligated to repair or restore available to Landlord and shall permit Landlord to. enter the Premises to perform the same, subject to such conditions as Tenant may reasonably impose.

16. **ALTERATIONS.** Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Tenant's proposed Alterations would not constitute a default under the Prime Lease, Landlord's consent thereto shall none the less be required, but Landlord's consent to such Alterations shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall comply with all of the covenants of Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Prime Landlord Related Parties against liability, loss, cost, damage, liens and expense imposed on Landlord arising out of the performance of Alterations by Tenant. Landlord acknowledges and consents to, in anticipation of a public school academy occupation, Tenant will remove any religious symbols/icons in the lease premise. Landlord acknowledges that it will assist in obtaining consent from the Prime Landlord regarding the removal of religious symbols/icons.

17. **SURRENDER.** Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord's giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which Prime Landlord may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Landlord or Prime Landlord requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the Term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. **REMOVAL OF TENANT'S PROPERTY.** Upon the expiration of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord on demand, or Landlord may treat said Trade Fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. **HOLDING OVER.** Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default hereunder. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. **ENCUMBERING TITLE.** Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the subleasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Prime Landlord and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. **INDEMNITY.** Tenant agrees to indemnify Landlord and hold Landlord harmless from all losses, damages, liabilities and expenses which Landlord may incur, or for which Landlord may be liable to Prime Landlord or any other Prime Landlord Related Party, arising from the acts or omissions of Tenant which are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord or any other Prime Landlord Related Party under the Prime Lease.

22. **LANDLORD'S RESERVED RIGHTS.** Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.

23. **DEFAULTS.** Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof, or

G. Tenant shall abandon the Premises during the Term hereof; or

H. Tenant shall default in any payment of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in Section II of this Sublease or shall default with respect to lien claims as set forth in Section 20 of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

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

25. **AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSTITUTION.** 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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution.

26. **OTHER CAUSE FOR TERMINATION.** If the Tenant's classroom Lease Agreement with Allen H. Vigeron, Roman Catholic Archbishop of the Archdiocese of Detroit, whose address 12 State Street, Detroit, Michigan 48226, is not fully approved and executed for Tenant occupancy from July 1, 2022 to June 30, 2023, then this Lease Agreement shall automatically terminate on the same day as the classroom Lease Agreement is revoked without further action of the parties and without penalty for early termination.

27. **REMEDIES.** Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant which Prime Landlord may exercise for default by Landlord under the Prime Lease.

28. **SECURITY DEPOSIT.** To secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit as specified in Section 1(0) on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's assignee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously

applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Landlord terminates this Sublease or Tenant's right to possession by reason of an Event of Default by Tenant, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; and (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

29. **NOTICES AND CONSENTS.** All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Tenant, addressed to Tenant at the address specified in Section 1(B) or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in Section 1(C) or at such other place as Landlord may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.

30. **PROVISIONS REGARDING SUBLEASE.** This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Prime Lease.

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Reserved.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Prime Lease.

31. **RESERVED.**

32. **PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for the purpose set forth in Section 1(P) and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent.

33. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease other than the Broker as specified in Section 1(Q), whose, commission shall be paid by Landlord, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

34. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Landlord. This Section shall not be applicable, however, if Landlord's failure timely to perform creates a default by Landlord under the prime Lease.

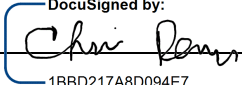
35. **ADDITIONAL PROVISIONS.** This Sublease is contingent upon any occupancy permits to Tenant and any needed nondisapproval by Authorizer of the Academy to be formed, and proof from Landlord that it has right to sublease premises to Tenant.

[remainder of page intentionally left blank]

The parties have executed this Sublease as of the day and year first above written.


Landlord:

ST. SUZANNE CODY ROUGE COMMUNITY RESOURCE CENTER

By:  DocuSigned by:
1BBD217A8D094E7...
Its: Board of Directors Chair

Tenant:

KIPP Michigan

By:  DocuSigned by:
9E0E618CE136479...
Its: Superintendent

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease") is entered into as of Feb 28, ~~2019~~, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT ("Landlord"), whose address is 12 State Street, Detroit, Michigan 48226, and St. Suzanne Cody Rouge Community Resource Center (SSCRCRC), located at 19321 West Chicago, Detroit, MI 48228, a Michigan non-profit corporation ("Tenant") whose address is 771 Seminole, Detroit, MI 48214 (herein called "Tenant").

Landlord and Tenant agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord the Leased Premises (as defined in below), together with the non-exclusive right to the use of the Common Areas (as defined below). As used in this Lease, the following terms shall have the meanings set forth below.

"Common Areas" shall mean the entryways, stairways, hallways and restrooms in the Building, and the walkways and parking lot located on the Property.

"Leased Premises" shall mean the interior of the Building, excluding, however, the portion of the second floor of the Building leased to W.A.Y. Academy; and shall also include the small modular building in the parking lot.

"Property" the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as St. Suzanne Cody Rouge Resource Center and more particularly described on the attached Exhibit A.

"Building" shall mean the building located on the Property, depicted on Exhibit B attached hereto.

2. **Occupancy; Common Areas.** Subject to the terms and conditions of this Lease, on the date of this Lease Tenant shall have the right to take full and exclusive occupancy of the Leased Premises for the Permitted Use (as later defined) and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). The Tenant shall provide to the pastor ("Pastor") of St. Suzanne Parish ("Parish") keys and all access codes, if applicable, for the Leased Premises. Landlord reserves the right, without Tenant's consent: (a) to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Common Areas and serving other parts of the Property, (b) to make alterations or additions to, and improvements to, the Common Areas, to construct other buildings and improvements on the Property, to relocate the various buildings, parking areas and other Common Areas, to reduce the Common Areas, and change the configuration of the Property in any manner it deems fit, to close temporarily any Common Area to make repairs or changes, and to do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, (c) to grant easements on the

Property, to allow third parties to use all internal access ways constructed on the Property, to make boundary adjustments to the Property, and to dedicate for public use portions of the Property, including without limitation any public streets or any other improvements; provided, however, none of the foregoing shall materially interfere with Tenant's use or quiet enjoyment of the Building. Tenant shall not block, obstruct or in any manner interfere with the Common Areas, or any part thereof, by any means whatsoever and provided that such actions by the Landlord shall require at least fourteen (14) days prior written notice to Tenant unless emergency conditions exist.

3. **Term.**

(a) The term of this Lease shall commence on the date hereof and shall expire on June 30, 2020, unless earlier terminated as expressly provided herein. The lease shall automatically renew on an annual basis unless either party elects to terminate the Lease as of the end of the then current term by giving ninety (90) days advance notice to the other party.

(b) This Lease may be terminated at any time by the Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective the end of the current fiscal year as on the date of notice provided it being understood by the parties that a fiscal year runs from July 1 to the following June 30.

4. **Use.** The Leased Premises shall be used and occupied as a community outreach center (the "Permitted Use") and for no other purpose. None of the proposed subtenants will provide services in such a way that Catholic faith and morals will be contravened.

5. **Rent.**

(a) The Tenant agrees to pay the Landlord, without demand, offset or deduction, as rental for the Leased Premises ("Base Rent"), on the twentieth (20th) day of each and every month, in advance, \$ 3,000.00 ("Monthly Base Rent").

(b) All checks for payment of Monthly Base Rent shall be payable to "St. Suzanne/Our Lady Gate of Heaven Parish" and shall be mailed to: Pastor, St. Suzanne/Our Lady Gate of Heaven Parish, 9357 Westwood, Detroit, Michigan. If at any time payment of the Monthly Base Rent under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any Monthly Base Rent is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, Monthly Base Rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate for any reason during the term hereof.

6. **Utilities.** Tenant shall pay all charges for all utilities used by Tenant or charged to the Leased Premises during the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"). Tenant shall pay its share of the monthly utility costs within ten (10) days of receipt of written notice from the Landlord of the same. The parties hereby agree that Tenant's share of the Utility Charges shall be sixty percent (60%) of the utility charges for the Building.

7. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

8. **Compliance With Laws; Licensure.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and Common Areas and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises and Common Areas. Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Areas that will in any way obstruct or interfere with the rights of other tenants or occupants, if any, or use or allow the Leased Premises or Common Areas to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. If the nature of the Tenant's business requires licensure, Tenant shall keep in effect at all times during the term of this Lease a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises or Common Areas in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises or Common Areas, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises or Common Areas, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises or Common Areas to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises or Common Areas.

(b) With respect to the release of Hazardous Materials upon the Leased Premises or Common Areas caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises or Common Areas, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises or Common Areas in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or Common Areas or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed

or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

10. **Asbestos.** To the extent applicable, Tenant, at Tenant's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the "Asbestos Laws") with respect to the Leased Premises and Common Areas, including, but not limited to, performing all of Landlord's obligations. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Landlord is a third party beneficiary of such contract. Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

11. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) During the entire term of this Lease, including any extension period, Tenant agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including without limitation the HVAC equipment, electrical and plumbing systems. Tenant shall keep the Leased Premises and in a clean, sanitary and safe condition at all times, including custodial services, elevator maintenance, trash removal, a dumpster and disposal. The Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the roof, four outer walls, floor slab, facade and boiler. Landlord shall be responsible at its sole cost and expense for contracting for maintenance of the lawn and landscaping of the Leased Premises and Common Areas and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises and Common Areas. Tenant shall be provided access to and allowed to contact directly any contractors contracted by the Landlord for snow and ice removal for the purposes of ensuring the overall safety of participants in the Leased Premises on a timely basis in emergency conditions. Tenant hereby acknowledges and agrees that, except for Landlord's Obligations, it is the intent of the parties that Landlord shall have no obligation whatsoever to maintain or repair or replace any portion of the Leased Premises and that all of its obligations under this Section apply to all of the Leased Premises.

12. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord and the Parish from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises or Common Areas.

13. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a certificate of insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that the applicable Landlord Parties are entitled to recovery for the negligence of Tenant even though a Landlord Party is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a certificate of insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such amounts and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance Charges"). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

13. **Indemnity.** Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective

employees, managers, partners, officers, directors, attorneys, contractors and agents (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (a) the occupancy, condition, operation or use of the Leased Premises, the Common Areas or any other part of the Property, (b) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, Common Areas or any other part of the Property, (c) use or misuse of any portions of the Leased Premises, Common Areas or any other part of the Property by Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (d) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

14. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises or Common Areas without the Landlord's prior written consent which shall not be reasonably withheld. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord Parties harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer;
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

15. **Damage to Leased Premises.** In the event the Building shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease and such destruction renders the Building partially or totally untenable, then Landlord may either elect that the Building be repaired or rebuilt or, at its sole option, terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease, such destruction renders the Building partially or totally untenable and Landlord does not elect to terminate this Lease pursuant to the proceeding sentence, then the damage to the Building shall be promptly repaired by Landlord and Monthly Base Rent and other charges under this Lease shall be abated in proportion to the amount of the Building rendered untenable until so repaired. In no event shall Landlord be required to repair or replace Tenant's personal property, including, but not limited to, trade fixtures, furnishings or equipment. In the event of reconstruction or repair by Landlord, any amount expended by Landlord in repairing the improvements to the Leased Premises in excess of the proceeds of insurance received by Landlord pursuant to Section 14(d) of this Lease allocated to the Leased Premises shall be repayable by Tenant to Landlord within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such excess. Landlord's insurance carrier shall determine the amount of insurance proceeds attributable to the damage to such improvements, which determination shall be binding upon Landlord and Tenant. If Landlord is required or elects to repair or rebuild the Building as herein provided, Tenant shall repair or replace personal property, including, but not limited to, trade fixtures, furnishings and equipment, in a manner and to at least a condition equal to that prior to its damage or destruction.

16. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the

balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the Monthly Base Rent thereafter to be paid shall be reduced on a per square foot basis.

17. **Assignment and Subletting.** Except for subleases ("Approved Subleases") to the sublessees ("Approved Sublessees") listed on the rent roll attached as Schedule 1 hereof ("Rent Roll"), Tenant covenants that it shall not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Lease: (i) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial; or (ii) in the event that the Tenant is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Tenant to lose such affiliation. The Approved Subleases shall be in the form attached as Schedule 2 hereto, and the terms shall be consistent with the terms set forth on the Rent Roll, unless otherwise approved by Landlord in writing.

18. **Events of Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- (a) if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- (b) if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- (c) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a

petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;

- (d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- (e) if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- (f) if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.
- (g) the parties agree that a Default will not occur without the Landlord providing the tenant at least fourteen (14) days prior written notice of the acts constituting the alleged default and providing the Tenant is provided the opportunity to cure the default within fourteen (14) days after the Tenant receives the notice from the Landlord.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, in addition to any other rights and remedies available under this Lease or at law or in equity, do one or more of the following:

- (a) Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 22 hereof; or
- (b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or
- (c) Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord

shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;

- (d) Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- (e) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, attorney's fees and costs.
- (f) Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

All rights, powers, and privileges conferred under this Lease upon Landlord shall be cumulative, but not restrictive to those given by law.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 21(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- (c) the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by

allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The “worth at the time of award” of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord’s Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Base Rent or additional rent. If Tenant shall fail to pay any sum of money, other than the payment of Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant’s part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto (“Reimbursable Expenses”) within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Base Rent.

22. **Additional Rent.** All payments and other charges, costs and expenses that Tenant assumes or agrees to pay under this Lease, other than the payment of Monthly Base Rent, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease, shall be deemed additional rent, and in the event of nonpayment, Landlord shall have all the rights as herein provided for failure to pay Monthly Base Rent.

23. **Tenant’s Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of Base Rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses (each a “Delinquent Payment”), within five (5) days of when due (“Delinquency Date”), provided that Landlord gives Tenant written notice that it’s payment is late and if payment is not made within 14 days after the notice is given. Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section

shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

24. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, with 48 hours prior notice to Tenant, to access and inspect the Leased Premises with Tenant present and in such a manner that shall not reasonably disrupt the Tenant's business operations to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

25. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

26. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

27. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

28. **Governing Law.** This Lease shall be governed by the laws of the State of Michigan.

29. **Entire Agreement; Modifications.** This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference,

respecting this Lease or any real or personal property leased hereunder. No waiver, modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

30. **Non-Waiver.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of Base Rent or additional rent. The acceptance of all or part of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of any other type of default hereunder.

31. **Time is of the Essence.** Time is of the essence in this Lease.

32. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

Pastor, St. Suzanne – Our Lady Gate of Heaven Parish
19321 W. Chicago, Detroit, Michigan

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

St. Suzanne Cody Rouge Community Resource Center (SSCRCRC)
771 Seminole
Detroit, MI 48214

33. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

34. **“AS IS”; No Representations.** Tenant accepts the Leased Premises and Common Areas in its condition on the date of this Lease, “AS IS” and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises and Common Areas. This Lease is not made in reliance upon any representation whatsoever.

35. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

36. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Common Areas, and property of which they are a part, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). This Lease, as it may be amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under this Lease, as it may be amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under this Lease, as it may be amended, renewed or extended from time to time, because of a termination of the Use Agreement. Rather, this Lease, as it may be amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in this Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of this Lease, as it may be amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of this Lease, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to enter into this Lease and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of this Lease, as it may be amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

37. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises, Common Areas, and property of which they are a part without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

38. **Subordination.** This Lease and the rights of the Tenant hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such

instrument or instruments in the name of Tenant. In addition, Tenant agrees that, upon the request of Landlord or any mortgagee of Landlord, Tenant shall execute a estoppel certificate in form satisfactory to Landlord or any mortgagee of Tenant.

39. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other.

40. **Signs.** No sign may be erected on the Leased Premises or Common Areas without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable ordinances of the municipality in which the Property is located and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises, Common Areas and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

41. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred by Landlord.

42. **Force Majeure.** Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default under this Lease to the extent Landlord is unable to perform any of its obligations hereunder on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Landlord.

43. **No Set-Off.** The parties hereto hereby covenant and agree that Landlord shall receive the Base Rent and additional rent and all other sums payable by Tenant hereinabove provided as income from the Leased Premises, without any abatement, reduction, set-off, counterclaim, defense or deduction whatsoever.

44. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all

reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. The Landlord and the Tenant agree that any rules and regulations shall not materially alter the Tenants rights under this lease or its right to use the Leased premises and will not impose additional obligations or requirements on Tenant that will cost Tenant more than \$25.00 per month to comply with. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

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

46. **Severability.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect.

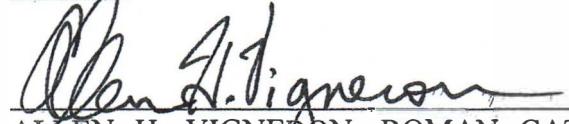
47. **Authority.** Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

48. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

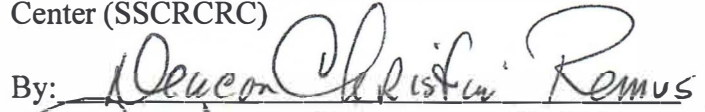
Landlord:

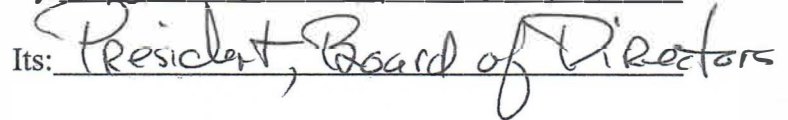


ALLEN H. VIGNERON, ROMAN CATHOLIC
ARCHBISHOP OF THE ARCHDIOCESE OF
DETROIT

Tenant:

St. Suzanne Cody Rouge Community Resource
Center (SSCRCRC)

By: 

Its: 

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: BLDG17-01338

19321 W CHICAGO ST

Detroit, MI 48228

COUNTY: Wayne

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: 10/19/2017

CONTRACT SCHEDULE 7

**REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY**

SCHEDULE 7
REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY

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

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.

- Section b. Educational Goal and Related Measures. The educational goal and related measures of the Academy are set forth in Section b of this Schedule.

- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.

- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.

- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.

- Section f. Application and Enrollment of Students. The Academy's criteria for the application and enrollment of students is set forth in Section f of this Schedule.

- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.

- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy is set forth in Section h of this Schedule.

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

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

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

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

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

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

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

EDUCATIONAL GOAL AND RELATED MEASURES

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

Educational Goal to be Achieved

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

Measures to Assist In Determining Measurable Progress Toward Goal Achievement

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

Measure 1: Student Achievement

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

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current, spring, grade-level national norms ² on the NWEA Growth reading and math tests administered in the spring.	Distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%

Measure 2: Student Growth

The academic growth of all students in kindergarten at the Academy will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The median of student growth percentiles (MGP) reflecting fall-to-spring scaled score growth on the reading and math NWEA Growth tests.	MGP: Exceeds $\geq 65\text{th}$ Meets $\geq 50\text{th}$ Approaching $\geq 45\text{th}$ Does not meet $< 45\text{th}$	Reading: 50 Math: 50

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

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

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

The mission of KIPP Detroit Imani Academy (“Academy”): *Together, with families and communities, we create joyful, academically excellent schools that prepare students with the skills and confidence to pursue the paths they choose--college, career, and beyond--so they can lead fulfilling lives and build a more just world.*

Vision

The Academy’s vision: *Children grow up free to create the future they want for themselves and their communities.*

Values

Unique to each KIPP school are the values by which they live. The values of the Academy are CARE, an acronym outlined below:

Community: *“What I consider mine, I will build and nurture.” This school, and what we create, belongs to all of us.*

Agency: *We believe, deeply, in a sense of agency. The families of Detroit are best positioned to dictate their future and bring it to fruition. Our job is to nurture the inner gifts of every child to help them create the future of their highest aspiration.*

Restoration: *We are restorative-minded. We see challenges as opportunities to learn and grow; and know that, by finding and repairing the root cause, we can be made better by the presenting obstacle in front of us.*

Excellence: *We possess an internal bar for excellence – our goal is to surpass ordinary standards and prove the possible.*

It is said that faith is the substance of things hoped for; those supporting and leading the Academy are showing up with unbounded hope and CARE in our hearts for the future of students and families in Detroit. Our experience has taught us that the schoolhouse is more than a building – we are a community. And we are truly honored to be WITH families as we build this new community full of CARE, faith, and hope.

Curriculum

The Academy’s curriculum is designed to prepare students for a rigorous school experience which is intended to be a stepping stone for students to pursue a path of their choice. The Academy partners with KIPP to implement a curriculum built around the Michigan Academic Standards (“MAS”), which aligns with the mission and prepares students for success in high school, college and beyond.

The curriculum is aligned with the MAS for English language arts (“ELA”), mathematics, science, social studies, art and music and the Physical Education Content Standards and Benchmarks. This approach ensures students are learning the appropriate content for each grade level.

Core Content Areas

ELA

The Academy’s vision is that every child grows up free to create the future they want for themselves and their communities. In pursuit of this, the Academy must ensure that all students are strong readers, writers and communicators so students can learn, discover, express themselves, and craft their future. In the words of Zaretta Hammond, what guides our work as educators is *“How are students code breakers, how are they text users, how are they text critics, and how are they meaning-makers?”* The Academy believes that intentional, comprehensive, research-based ELA instruction for all students in grades K-5 lays the groundwork for creating a more equitable world.

The Academy’s mission is grounded in partnership with families and communities. Through focused commitment to early literacy, the Academy promises families that their child will:

- have the support and resources they need to be skilled, joyful readers going into third grade.
- learn to read in a way that is backed by science and in a way that deepens their understanding of themselves and others.
- have a skilled teacher, trained in both the science of how children learn to read and the art of joyful teaching.
- get the individual support they need.

The Academy promises families that their child won’t just learn to read; they will learn to read in a text-rich and joyful classroom. And families are our partner in this effort, every step of the way. Read more in [KIPP’s Early Literacy Promise to Families](#).

Data shows we need to do better

According to the National Assessment of Educational Progress (“NAEP”), a third of students in the United States cannot read at a basic level and more than six in ten fourth graders are not proficient readers. It has been this way since testing began.¹ Additionally, a recent study sponsored by Reading Plus found that by the time they finish high school, today’s students read 19% slower than their counterparts of 50 years ago.² In 2019 at KIPP, based on the Northwest Evaluation Association™ (“NWEA™”) Measures of Academic Progress® (“MAP®”) assessment, 44% of students were at or above grade level (50th percentile) at the end of 3rd grade. Like national results, at KIPP there is a difference in results across racial demographics between Black and Latinx students.

¹ 2019 National Assessment of Educational Progress (NAEP). NAEP tests 4th and 8th graders. Accessed June 2021: <https://www.nationsreportcard.gov/highlights/reading/2019/>

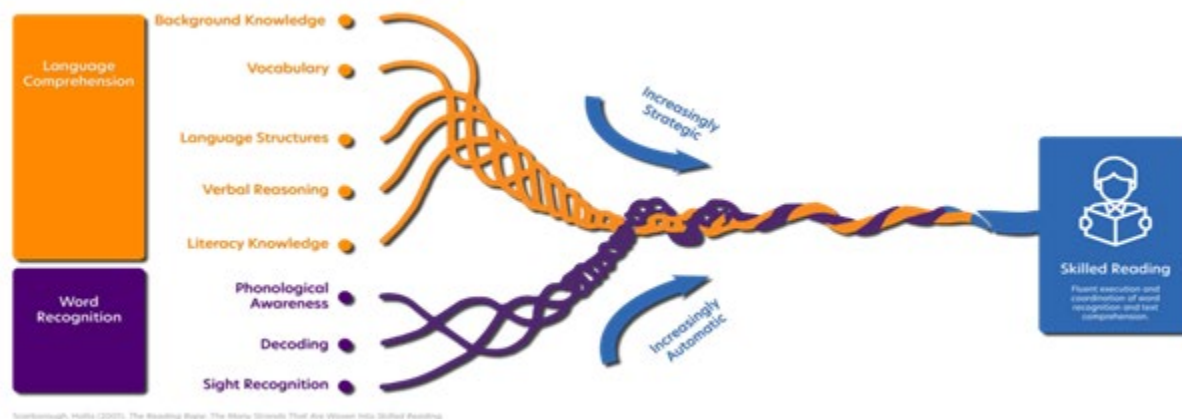
² “Students Are Reading Slower and Comprehending Less. Here’s What To Do About It,” by Kelli Anderson. September 24, 2019. <https://www.edsurge.com/news/2019-09-24-students-are-reading-slower-and-comprehending-less-here-s-what-to-do-about-it>

Research Base: The Science of Reading: Scarborough's Rope

Scarborough's rope is a graphic which illustrates how all skills are woven together to achieve skilled reading.

The upper strand of the rope represents Language Comprehension skills. The skills that comprise Language Comprehension are as follows:

1. Background Knowledge-all of the previous facts, concepts beliefs and experiences that readers bring to a text
2. Vocabulary-the knowledge of the meaning of words in a text
3. Language Structures-the relationship between words and sentences in a text
4. Verbal Reasoning-the ability to comprehend, reason and problem solve using concepts expressed through words
5. Literacy Knowledge-An understanding of how a text is organized and for what purpose, including a knowledge of print concepts



What Students Need in a Literacy Curriculum

Based on this data and what the research is telling us, students need a literacy curriculum that includes:

- ***Building Decoding Skills and Word Recognition:*** Instruction and practice reading targeted at building decoding skills and word recognition, using decodable texts.
- ***Working with Texts of Grade-level Complexity or Beyond:*** Read-aloud and shared reading paired with discussion to build students' knowledge, vocabulary, and understanding of text meaning, using texts of grade-level complexity or beyond (read aloud).
- ***Volume of Engaged Reading Beyond Instruction:*** Additional reading (small group, independent, or shared) within the ELA block and across all content areas to support all aspects of reading, including engagement and motivation, using texts at a variety of levels.
- ***Joyful, Relevant Instruction:*** Equitable instruction supports students to crack the alphabet code and engage in content-based learning to produce skilled readers. Equitable instruction allows for meaning making, and provides mirrors, windows, and sliding doors for students. It develops a love of reading and writing, and equips students with the skills to be "code breakers, text users, text critics and meaning makers (Zaretta Hammond)."

Why EL Education as the Core Curriculum

- Through its foundational skills and content-based literacy blocks, EL Education supports students in the most important areas of ELA instruction: vocabulary, knowledge, fluency, decoding and syntax. It supports students in cracking the alphabetic code and in engaging in high level thinking and discourse, analysis and synthesis through deep engagement in content and challenging texts.
 - EL Education’s curriculum is comprehensive providing comprehensive lessons along with assessments to support the implementation of equitable literacy instruction. It explicitly teaches and formally assesses all strands and standards of the ELA standards for each grade level.
 - The curriculum is grounded in principles of equity called the Dimensions of Student Achievement. This expanded definition of Student Achievement supports students to be confident and collaborative readers and writers.
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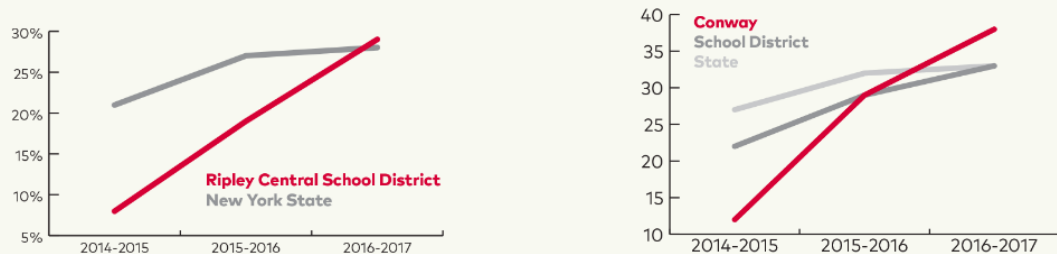


- It is one of the highest rated curriculum by Edreports, an independent nonprofit committed to ensuring all students have access to high quality instructional materials.
- There is data supporting successful implementation of EL Education’s curriculum; as an example:

Accelerating Equity

Literacy Partners from across the country see dramatic gains for students in historically underserved subgroups, and find that students in those populations outperform their state and district peers.

Economically Disadvantaged Student Proficiency (% Proficient)



- **Detroit Public Schools Community District, Detroit, MI** - Only two years into a five-year plan featuring our curriculum and PD, students' 2019 ELA test scores showed the greatest single-year improvement on state tests in the history of the exam. Students improved over 2018 results across all grade-levels. [Learn more.](#)

Supplemental ELA Curriculum

In addition to EL Education's core curriculum, since phonemic awareness is such a strong predictor of reading success, the ELA block will be supported by Heggerty, a research-based curriculum of daily phonemic and phonological awareness lesson plans.

Developing reading proficiency and strong literacy skills in elementary and middle grades is the cornerstone of the ELA curriculum, which upholds the MAS to ensure college- and career-readiness for all students. The ELA curriculum is designed to produce highly literate students who are proficient readers, evaluative writers and collaborative, analytical thinkers.

Mathematics

If students are to be well-equipped for college and beyond, and the Academy is to live the vision that every child grows up free to create the future they want for themselves and their communities, then the Academy must ensure all students see themselves as knowers and doers of mathematics who can use math to understand and shape the world. This requires moving beyond an understanding of mathematics learning as “answer-getting” and mathematics classrooms as places where students complete worksheets in silence, to understanding mathematics learning as the work of reasoning about concepts and applying those concepts to solving real problems and mathematics classrooms as places where students work in groups to grapple with problems and are expected to justify their reasoning and critique the reasoning of others. The Academy must cultivate what Zaretta Hammond calls “Independent Learners.”

To this end, the Academy understands rigor in the mathematics classroom to mean the pursuit of conceptual understanding, procedural fluency grounded in that understanding, and the application of that understanding in problem solving all with equal vigor. The MAS for K-12 Mathematics tell us that math learning must focus on both the grade level content and the mathematical practices that are at the heart of reasoning as mathematicians. Math learning must be coherent “reflect[ing] not only the topics that fall within a certain academic discipline, but also the key ideas that

determine how knowledge is organized and generated.” The Academy is committed to math classrooms that bring this vision of what it means to know math to life.

The Academy also commits to what Aguilar, Mayfield-Ingram, and Martin describe as “The Five Equity Based Practices in Mathematics Classrooms” to ensure that students’ sense of agency and identities as mathematicians are built for all students by:

1. Going deep with mathematics,
2. Leveraging multiple math competencies,
3. Affirming math learners’ identities,
4. Challenging spaces of marginality, and
5. Drawing on multiple resources of knowledge (math, culture, language, family, community).

Data shows we need to do better

The Academy knows success in mathematics opens doors to choice-filled lives for students and “a strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment.”³ However, nationally only 41% of 4th graders, 34% of 8th graders, and 24% of 12th graders are proficient in mathematics, as measured by the National Assessment of Educational Progress (“NAEP”). In fact, 19% of 4th graders, 21% of 8th graders, and 40% of 12th graders do not leave with the basic mathematical skills and understanding expected at that grade. Despite this, growth on NAEP has been stagnant since roughly 2005. The story is even more troubling when data shows that there has been a persistent gap in performance between white students and students of color and between wealthier students and those with lower socio-economic status for as long as we have measured. The city of Detroit’s average performance on NAEP is below the bar for basic math in both 4th and 8th grade.

The poor performance and persistent racial gaps have deep roots. Mathematics education in the United States has long had a “culture of exclusion” in which “the teacher’s task is to state rules, present examples, and pose exercises that are quite similar to the examples [...] The corresponding role for students is to listen carefully and follow directions with speed and precision to compute answers to formulaic problems [...] perceived differences are used to justify stratification such that the culture of exclusion in mathematics education shapes access to intellectually stimulating learning opportunities, prestigious educational programs, lucrative careers, and high-status identities [...] This ideology makes persistently unequal mathematics achievement appear normal, even inevitable.”(Louie, 2017)

Further, it is known from the work of the New Teacher Project that students spend only about 26% of time in class on grade-level content; students of color spend about one third as much time on grade level content as their white peers, and students from low-income households spend about one fifth as much time on grade level content as more affluent peers.

³ National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

What Students Need: Research Base

Research tells us that procedural fluency built on strong conceptual understanding and flexible numeracy is a powerful predictor of success in later math classes. *“When students showed high-achievement, they solved calculation problems using number sense - interacting with numbers flexibly and conceptually. When students demonstrated low-achievement they used no number sense and seemed to believe that their role was to recall and use a standard method, clinging to formal procedures, using them very precisely, even when it made sense to abandon them. Students showing lower levels of achievement did not know less. They just did not use numbers flexibly, probably because they had been told from an early age to memorize methods and number facts instead of interacting with numbers flexibly.”* (Boaler, 2016).

The work of Clements and Sarama states that student’s development of conceptually-grounded numeracy and procedural-fluency can be hidden when we look only at students’ final answers but can be seen accurately assessed when we look at their work or listen to their explanations of thinking. Further, Clements and Sarama have shown that this learning progresses along predictable Learning Trajectories from early childhood through upper elementary grades. It is therefore essential for classroom instruction to attend closely to students’ thinking and provide ample opportunities for students to build conceptual understanding and apply that knowledge to both tackle increasing complex problems and apply increasingly sophisticated and efficient strategies to the same problem types over time.

Finally, the work of Stein, Smith and many others has shown that the intentional selection of high-quality instructional tasks is a prerequisite for instruction that builds conceptual understanding. Those tasks must be paired with teachers' pedagogical learning to engage students in mathematical discourse that builds learning aligned to both content and practice standards.

What Students Need in a Mathematics Curriculum

A curriculum must, first, be aligned to the content and practice standards of the MAS and with its demands for Focus and Coherence. As the National Council of Teachers of Mathematics put it, *“Mathematics comprises different topical strands, such as algebra and geometry, but the strands are highly interconnected. The interconnections should be displayed prominently in the curriculum and in instructional materials and lessons. A coherent curriculum effectively organizes and integrates important mathematical ideas so that students can see how the ideas build on, or connect with, other ideas, thus enabling them to develop new understandings and skills [...] Because students learn by connecting new ideas to prior knowledge, teachers must understand what their students already know. Effective teachers know how to ask questions and plan lessons that reveal students’ prior knowledge; they can then design experiences and lessons that respond to, and build on, this knowledge.”* (Principles and Standards for School Mathematics, NCTM, 2000)

A mathematics curriculum must develop procedural fluency and flexible numeracy grounded in conceptual understanding, supporting students to both develop flexibility and steadily increase the sophistication of their strategies. This can be accomplished through intentional progressions and tasks that preference different strategies to support students in adopting new approaches and through the progression from concrete to representational and then abstract representations.

A mathematics curriculum must also align with our vision for equitable math instruction supporting the implementation of The Five Equity Based Practices in Mathematics Classrooms.

Why Eureka Math² as the Core Curriculum

Great Minds[®] *Eureka Math²*[™] meets all of the Academy's expectations.

- The scope and sequence is aligned to the MAS and lessons include clear indications for where Mathematical Practice Standards are addressed and should be highlighted in instruction.
- Lessons and Modules progress from concrete, to representational, and then to abstract approaches to the same concepts over time. The use of consistent representations with and across grades allows students to link new learning to previous understanding and highlight the coherence of math learning. For example, the use of area models for multiplication and division is built on students' initial experiences with arrays and is leveraged throughout their K-12 experience to support everything from computation strategies based on the distributive property in elementary grades to polynomial division in high school.
- Lessons and Modules are built around tasks designed to first cultivate numeracy and conceptual understanding and then leverage that to build computation strategies that steadily increase in complexity along established learning trajectories. For example, first building flexibility with decompositions up to 10 before using that fluency to support make ten and take from ten strategies for addition and subtraction from 10-20 then up through 120.
- Fluency activities and application tasks that launch every lesson are designed to bridge past learning to new learning and to steadily increase the complexity of students' strategies through both problem selection and student discussion.
- The structure of new learning and lesson debriefs within Eureka Math are well designed to support the forms of student problem solving and discourse outlined by Smith and Stein. Further, this form of discourse is well aligned to The Five Equity Based Practices in Mathematics Classrooms.

Supplemental Math Curriculum

The selection of Cognitively Guided Instruction ("CGI") as a supplemental resource is intended to compliment the use of Eureka Math² in several ways.

- CGI focuses on the use of student thinking, voice, and contributions to drive math discussion and math learning. This practice reinforces the discourse practices used with Eureka and increases the opportunities for students to build positive math identities and sense of self-efficacy as they are positioned as math sense makers and evaluators of the reasoning of others.
- CGI adds a deep focus on application, using recognized problem types with gradually increasing computational complexity to highlight the thinking used to "mathematize" real world situations and the algebraic reasoning essential for math learning.
- Students' learning of foundational numeracy and computation does not progress perfectly in pace with each other and the scope and sequence of the core math block. CGI offers repeated opportunities for students to apply increasing complex computation strategies and offers the teacher repeated opportunities to monitor students' selection of strategies and push for increased sophistication.

Science

As the Association for the Advancement of Science and the National Council on Science explains, developing college-ready and scientifically literate students involves:

- teaching a mixture of content knowledge
- the practices and skills of scientists
- information on the nature of science

The MAS were created around the work and philosophy of these organizations; and, as such, AmplifyScience curriculum aligns to the MAS.

Amplify Science is a K-8 science curriculum that blends hands-on investigations, literacy-rich activities, and interactive digital tools to empower students to think, read, write and argue like real scientists and engineers.

AmplifyScience is rooted in the Lawrence Hall of Science's Do, Talk, Read, Write, Visualize model of learning. Each unit engages students in relevant, real-world problems where students investigate scientific phenomena, engage in collaboration and discussion, and develop models or explanations in order to arrive at solutions.

Additionally, AmplifyScience draws from the Next Generation Science Standards ("NGSS") which have raised the bar in science education. The new standards aim to move the focus of instruction away from memorization and toward active engagement. In its optimal implementation, an NGSS curriculum should teach students to think like scientists and engineers, grapple with core scientific principles, and support deep learning of concepts that cut across domains. The NGSS calls for deep linkages between the three dimensions of Crosscutting Concepts, Disciplinary Core Ideas ("DCI"), and Science and Engineering Practices.

- *Science and Engineering Practices*-how students how scientists and engineers investigate, model, and explain the world around us. This dimension of the NGSS can most capture a student's curiosity and show how science and engineering can help solve the major challenges facing society.
 - Asking questions (for science) and defining problems (for engineering)
 - Developing and using models
 - Planning and carrying out investigations
 - Analyzing and interpreting data
 - Using math and computational thinking
 - Constructing an explanation (for science) and creating a solution (for engineering)
 - Engaging in an argument stemming from evidence
 - Obtaining, evaluating, and communicating information
- *Disciplinary Core Ideas*-DCI are the main concepts that make up the NGSS. Grouped into four domains (Physical Science, Life Science, Earth and Space Science, and Engineering, Technology, and Applications of Science), DCIs form the broad content necessary to understand science.
- *Crosscutting Concepts*- help students make connections across DCIs and unify the application of SEPs.

AmplifyScience also incorporates the skills required by the MAS for Literacy in Science which require students to do high-level thinking and problem solving, incorporating scientific reading, writing, discussing and presenting. An underpinning belief of the Amplify curriculum is that literacy is an integral part of science. While practicing scientists actively investigate the natural world, large parts of their investigations involve reading, writing, listening and speaking in order to obtain, evaluate and communicate information about the natural world. Scientists read about and connect their work to the work of other scientists, explain their findings, and communicate their ideas.

Social Studies

According to the Michigan Department of Education (“MDE”), “the purpose of social studies instruction is to develop social understanding and civic efficacy. The Grade Level Content Expectations balance disciplinary content and processes and skills that contribute to responsible citizenship and form a foundation for high school social studies coursework.” The social studies curriculum, which is aligned to the MAS, ensures students are not only prepared for high school and college, but also prepared for life as global citizens. Developing students' understanding in the disciplines of history, geography, civics and government, economics and public discourse ensures readiness for college and responsible citizen involvement. In addition to supporting learning in these areas, the social studies curriculum also incorporates the skills required by the MAS for Literacy in History/Social Studies, which allow students to develop and utilize critical thinking skills by making connections, inferences and arguments around the content and learned skills. This focus on content, skills and critical thinking produces students who are knowledgeable in social studies and prepared to participate in society as informed citizens.

The curriculum supports the social studies disciplines that best prepare students to be contributing members of society. Students who master the social studies curriculum understand how history, geography, civics and economics interact in a global society. Through exposure to primary and secondary sources, students develop knowledge of shared national and world history and are able to make connections between the past and present as well as between cultures and government systems.

- In kindergarten through second grades, students learn about the social studies disciplines by developing an understanding of culture and community through the lens of “Myself and Others,” “Families and Schools” and “The Local Community.” In these early grades, students begin to learn about history and culture in the surrounding world. Students study personal history, family history and examine local examples of the community and school to become familiar with basic geography, economy and functions of government.

Co-curricular areas

The Academy nurtures high-achieving, well-rounded students. The Academy will offer physical education as a co-curricular.

Physical Education

Physical education includes a sequence of developmental experiences through which children learn by moving. Students first learn and practice basic movement skills and manipulate objects

by throwing, catching, striking, pushing, pulling and climbing. Students take part in a variety of individual and group activities, games to increase body awareness, practice new skills and learn to move safely with respect to other people. Students also learn about the physical and mental benefits of a healthy lifestyle characterized by physical activity. Students will use movement skills in more complex ways by learning the concepts of fairness, positive attitude, teamwork and sportsmanship. Students learn to recognize the correlation between practice and mastery of skill and complete various types of drills to increase abilities. Students ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

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

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

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

Students Below Grade Level

Three years ago, TNTF partnered with five diverse school systems – rural and urban, district and charter – and concluded that students only demonstrated mastery of grade-level standards on their assignments 17 percent of the time. That gap exists because so few assignments actually gave students a chance to demonstrate grade-level mastery. Students spent more than 500 hours per school year on assignments that weren’t appropriate for their grade and with instruction that did not ask enough of them – the equivalent of six months of wasted class time in each subject.

However, when students did have the chance to work on content that was appropriate for their grade, they rose to the occasion more often than not.

- In classrooms where students had greater access to grade-appropriate assignments, they gained nearly two months of learning compared to their peers.
- In classrooms where teachers held high expectations, students gained more than four months.
- The relationships between the materials and student outcomes were even stronger in classrooms where students started the year off behind. When students, who started the year behind grade level, had access to strong instruction, they closed gaps with their peers by six months.
- In classrooms with more-grade appropriate assignments, those gaps closed by more than seven months.

A core component of the KIPP program is college readiness; as such, the Academy is committed to ensuring that students receive a rigorous education that leads to academic preparation.

Students receive instruction directed towards grade-level standards; however, if a student needs targeted and scaffolded support to reach grade-level mastery, then instruction must be adjusted to better meet the needs of that student. The school's academic intervention approach is based on a cycle of assessment and instructional responses to meet student learning needs. This is based on a few key practices:

1. All staff are trained in the tracking of performance data and the identification of students not meeting performance thresholds.
2. Teachers will employ in-class strategies [such as small group instruction], with a focus on discrete skill support, to target those students who are not meeting performance thresholds.
3. Additional support strategies [such as tutoring and or pull-out] will be leveraged.
4. Intervention staff and teachers meet every four to six weeks as a collaborative team to discuss assessment data, monitor student progress and update intervention plans.
5. If necessary, internal diagnostic assessments are used to determine student needs and serve as the foundation for a written intervention plan.
6. Students struggling to make progress are assessed at least every two weeks, and those identified with the most severe academic needs will be assessed.
7. School leaders and intervention staff meet twice each month and focus on individual student data and strategies being used to meet student needs.

If a student is not making satisfactory academic progress/growth, a three-tier approach (Response-to-Intervention, or "RtI") will be considered to deliver systematic intervention services.

English Language Learners ("ELL")

During the registration process, the Academy's ELL coordinator will ask parents to complete the State Board of Education approved Home Language Survey. This survey will determine if students need to be screened.

A student will be screened if a parent/guardian responds affirmatively to:

1. Is your child's native tongue a language other than English? and/or

2. Is the primary language used in your child's home or environment a language other than English?

Thereafter, the ELL coordinator conducts an informal interview of each student identified as a potential ELL. If the interview confirms that a student speaks a language other than English, [within 30 days] the student will be given the W-APT to determine his or her English proficiency. If the student scores proficient (at the state required level), this is designated as not requiring ELL services, and the screening process will stop. If the student scores at any lower level, the student is classified as an ELL student and placed appropriately in the Academy's ELL program.

ELL students will be fully immersed in mainstream classrooms where the Academy will implement a two-part program:

- In the general classroom, Sheltered Instruction and Use of the Sheltered Instruction Observation Protocol ("SIOP") will be used as the vehicle for ELL students to acquire grade-level content.
- Students requiring English language acquisition instruction may be pulled out to receive English as a second language support or may receive support within the general education classroom by an EL teacher.

Each ELL student will have a Language Acquisition Plan ("LAP") that contains specific goals to quickly acquire both social and academic proficiency in English. The LAP details accommodations and modifications that must be implemented in the classroom and on standardized assessments.

Each year, the Academy administers the WIDA™ ACCESS test to measure students' progress learning English. The Academy uses the results combined with teacher observation and input to determine services to be provided through the ELL program for the coming school year.

Students who meet the 4.8 Overall score threshold on WIDA ACCESS for ELLs or P2 on the WIDA Alternate ACCESS for ELLs will exit the program.

Gifted Students

Teachers offer gifted students differentiated instruction and extended opportunities through a variety of means, including: enrichment lessons, exercises and content; differentiation in content, process, products and/or learning environment; infusion of tasks requiring higher-order thinking skills; and individualized learning opportunities. As needed, the Academy will accelerate grade-level or content-level learning for individual students, taking into consideration the students' specific needs. Students at or above grade level will be consistently challenged with classroom curricular content and high-quality instruction.

Use of NWEA assessments generate results that help set individual learning targets and measurable objectives for all students. The Academy uses these results to set higher individual learning targets and more rigorous growth objectives to monitor and measure the progress of gifted students.

Assessments

The Academy uses assessments to drive the academic program and plans to use assessments beyond state mandated, norm-referenced and computer-adaptive assessments. In addition to the state assessment, the Academy plans to also use the following:

- A baseline assessment (NWEA) in reading and math is administered to students upon acceptance to the Academy. To make this as convenient as possible for parents, this assessment is a part of the acceptance paperwork that must be submitted.
- Benchmark assessments (NWEA) to ensure that students in grades kindergarten to three are on track for proficiency in reading, as required by the new Third Grade Reading.
- Interim and curricular unit assessments to determine if students have mastered the content and to make adjustments to grade-level placements for students throughout the year.

ELA Assessment Table

Universal Screeners/Diagnostic	Progress Monitoring	Formative
<ul style="list-style-type: none"> ● mCLASS/DIBELS: a universal screener that measures the development of reading skills of all students in grades K-5 ● EL Related Benchmarks (varies depending on grade level): <ul style="list-style-type: none"> ○ Letter Name and Sound ID ○ Phonological Awareness Assessment ○ Spelling Skills and Decoding Skills ○ Fluency 	<ul style="list-style-type: none"> ● EL mid and end of Unit assessments ● Briefly weekly spelling dictation based on letter sounds students have learned 	<ul style="list-style-type: none"> ● Checklists, sampling dictation responses, monitoring of student work to assess: <ul style="list-style-type: none"> ○ Phonological awareness ○ Decoding and encoding skills based on grade level phonics ○ Fluency with decodable texts

Program Evaluation

The Academy will evaluate the effectiveness of programming through different types of structures:

- Macro (school-wide) structures
 - School leaders consistently review academic performance data for all grade levels and ensure the Academy's curriculum and instructional approach is accelerating student learning.
 - School leaders will consistently conduct walkthroughs of classrooms; these observations will yield trends used to set goals related to the bar of excellence in instructional delivery.
 - School leaders will determine professional development for teacher development or supplemental programming for students based on academic performance data and classroom observations.
 - School leaders report this information to the Academy board throughout the year.
- Micro (classroom-specific) structures
 - The Academy uses formative assessments designed to include multiple checkpoints throughout instruction to measure student understanding of content. Teachers analyze data at both the classroom and individual student level, and then scaffold student learning towards student mastery of each educational objective.

- The short-cycle formative assessments enable teachers to determine exactly what knowledge needs further development in each student, and to individualize instruction as appropriate to ensure each student learns as expected.
- Qualitative data
 - Stakeholder feedback (parents, teachers, etc.) is an important component of program evaluation. Qualitative data regarding program effectiveness will be continually gathered through 1:1's with teachers and parent surveys/conferences.
- Quantitative data
 - Types of quantitative data used to determine program evaluation includes NWEA, formal curricular assessment, student discipline, classroom walkthroughs, etc.

School leaders agree that program effectiveness provides a comprehensive view of “school health.” Data regarding school health exists in macro and micro forms in addition to qualitatively and quantitatively. Continued improvement is the result of a consistent habit of analyzing this data, finding areas of improvement, supporting teams in those areas, and continuing to monitor progress. This cycle is utilized to evaluate program effectiveness at the Academy.

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 EL Education English language arts, Great Minds® Eureka Math², Amplify Science, Oakland K-12 MC3 social studies, Michigan Model for HealthTM, and Exemplary Physical Education Curriculum (“EPEC”). The curriculum for all core subjects has been received, reviewed and approved by the Center.

- EL Education <https://curriculum.eleducation.org/>
- Eureka² <https://eureka.math.greatminds.org/em2-michigan-schools>
- Amplify Science <https://my.amplify.com>
- Oakland MC3 <https://oaklandk12-public.rubiconatlas.org/Atlas/Browse>
- Michigan Model <https://www.michiganmodelforhealth.org/>
- EPEC <https://michiganfitness.org/activity/epec/>

Elementary

The following subjects/courses are offered at the Academy.

Course	K
English Language Arts	X
Mathematics	X
Science	X
Social Studies	X
Health	X
Physical Education	X

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

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

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

Academic Assessments to Be Administered:

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

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

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

Enrollment Limits

The Academy will offer kindergarten. The maximum enrollment shall be 145 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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

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

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

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

Matriculation Agreement

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

Application Process

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

Legal Notice or Advertisement

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

Re-enrolling Students

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

Random Selection Drawing

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

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

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

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

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

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

School Calendar

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

School Day Schedule

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

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

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

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

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

CONTRACT SCHEDULE 8

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

INFORMATION AVAILABLE TO THE PUBLIC AND THE CENTER

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

Information Available to the Public and the Center

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

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

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

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

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

AMENDMENT NO. 1

to the
January 25, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KIPP DETROIT IMANI ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 1

KIPP DETROIT IMANI ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated January 25, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to KIPP DETROIT IMANI ACADEMY (the “Academy”), the parties agree to amend the Contract as follows:

- 1.) Amend Schedule 1: Articles of Incorporation, by inserting at the end of this Schedule the Certificate of Amendment to the Articles of Incorporation, attached as Tab 1.

The changes identified in Section 1 shall have an effective date of April 4, 2023.

- 2.) Amend Schedule 6: Physical Plant Description, by replacing the Configuration of Grade Levels contained therein with the following:

“Configuration of Grade Levels: Kindergarten through First Grade.”

- 3.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials contained therein with the materials attached as Tab 2.
- 4.) Amend Schedule 7, Section c: Educational Programs, by replacing the materials contained therein with the materials attached as Tab 3.
- 5.) Amend Schedule 7, Section d: Curriculum, by replacing the materials contained therein with the materials attached as Tab 4.
- 6.) Amend Schedule 7, Section f: Application and Enrollment of Students, by replacing the Enrollment Limits contained therein with the following:

“Enrollment Limits

The Academy will offer kindergarten through first grade. The maximum enrollment shall be 145 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.”

- 7.) Amend Schedule 7, Section h: Age or Grade Range of Pupils, by replacing the materials contained therein with the materials attached as Tab 5.

The changes identified in Sections 2 through 7 shall have an effective date of July 1, 2023.

This space left intentionally blank.

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

Corey Northrop

Dated: 06/21/2023

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

Kirk Mayes

Dated: 6/13/2023

By: Kirk Mayes
KIPP Detroit Imani Academy
Designee of the Academy Board

KIPP Detroit Imani Academy

Contract Amendment No. 1

Tab 1

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

FILED

Date Received

AC1

(FOR BUREAU USE ONLY)

APR 04 2023

APR 04 2023

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

ADMINISTRATOR
CORPORATIONS DIVISION

Rec'd \$100.00 #312

TranInfo:1 25398696-1 04/04/23

Chk#: 316 Amt: \$10.00

ID: 802624243

Name

Candace Rogers

Address

19321 W Chicago

City

Detroit

State

MI

ZIP Code

48228

EFFECTIVE DATE:

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

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

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

1. The present name of the corporation is:

KIPP: Detroit Imani Academy

2. The identification number assigned by the Bureau is:

802624243

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

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.



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 14th day of February, 2023 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.

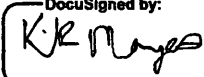
Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- ☒ 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 20th day of March, 2023

DocuSigned by:

By 

2BA64DD07E234E0...

(Signature of an officer)

Kirk Mayes

(Type or Print Name)

Board President

(Type or Print Title)

KIPP Detroit Imani Academy

Contract Amendment No. 1

Tab 2

EDUCATIONAL GOAL AND RELATED MEASURES

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

Educational Goal to be Achieved

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

Measures to Assist In Determining Measurable Progress Toward Goal Achievement

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

Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years¹** in grades K-1 will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current, spring, grade-level national norms ² on the NWEA Growth reading and math tests administered in the spring.	Distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%

Measure 2: Student Growth

The academic growth of all students in grades K-1 at the Academy will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The median of student growth percentiles (MGP) reflecting fall-to-spring scaled score growth on the reading and math NWEA Growth tests.	MGP: Exceeds $\geq 65\text{th}$ Meets $\geq 50\text{th}$ Approaching $\geq 45\text{th}$ Does not meet $< 45\text{th}$	Reading: 50 Math: 50

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

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

KIPP Detroit Imani Academy

Contract Amendment No. 1

Tab 3

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

The mission of KIPP Detroit Imani Academy (“Academy”): *Together, with families and communities, we create joyful, academically excellent schools that prepare students with the skills and confidence to pursue the paths they choose--college, career, and beyond--so they can lead fulfilling lives and build a more just world.*

Vision

The vision of KIPP Detroit Imani Academy: *Children grow up free to create the future they want for themselves and their communities.*

Values

Unique to each KIPP school are the values by which they live. The values of KIPP Detroit Imani Academy are CARE, an acronym outlined below:

Community: *“What I consider mine, I will build and nurture.” This school, and what we create, belongs to all of us.*

Agency: *We believe, deeply, in a sense of agency. The families of Detroit are best positioned to dictate their future and bring it to fruition. Our job is to nurture the inner gifts of every child to help them create the future of their highest aspiration.*

Restoration: *We are restorative-minded. We see challenges as opportunities to learn and grow; and know that, by finding and repairing the root cause, we can be made better by the presenting obstacle in front of us.*

Excellence: *We possess an internal bar for excellence – our goal is to surpass ordinary standards and prove the possible.*

It is said that faith is the substance of things hoped for; those supporting and leading KIPP Detroit Imani Academy are showing up with unbounded hope and CARE in our hearts for the future of students and families in Detroit. Our experience has taught us that the schoolhouse is more than a building – we are a community. And we are truly honored to be WITH families as we build this new community full of CARE, faith, and hope.

Curriculum

The Academy’s curriculum is designed to prepare students for a rigorous school experience which we intend to be a stepping stone for students to pursue a path of their choice. The Academy partners with KIPP to implement a curriculum built around the Michigan Academic Standards (“MAS”), which aligns with the mission and prepares students for success in high school, college, and beyond.

The curriculum is aligned with the MAS for English language arts (“ELA”), mathematics, science, social studies, art and music and the Physical Education Content Standards and Benchmarks. This approach ensures students are learning the appropriate content for each grade level.

Core Content Areas

ELA

The Academy’s vision is that every child grows up free to create the future they want for themselves and their communities. In pursuit of this, the Academy must ensure that all students are strong readers, writers, and communicators so that they can learn, discover, express themselves, and craft their future. In the words of Zaretta Hammond, what guides our work as educators is *“How are students code breakers, how are they text users, how are they text critics, and how are they meaning-makers?”* The Academy believes that intentional, comprehensive, research-based instruction in ELA instruction for all students in grades K-5 lays the groundwork for creating a more equitable world.

Our mission at KIPP is grounded in partnership with families and communities. Through our commitment to early literacy specifically, the Academy promises families that their child will:

- have the support and resources they need to be skilled, joyful readers going into third grade.
- learn to read in a way that’s backed by science and in a way that deepens their understanding of themselves and others.
- have a skilled teacher, trained in both the science of how children learn to read and the art of joyful teaching.
- get the individual support they need.

The Academy promises families that their child won’t just learn to read; they will learn to read in a text-rich and joyful classroom. And families are our partner in this effort, every step of the way. Read more in [KIPP’s Early Literacy Promise to Families](#).

Data shows we need to do better

According to the National Assessment of Educational Progress (“NAEP”), a third of students in the United States cannot read at a basic level and more than six in ten fourth graders aren’t proficient readers. It has been this way since testing began.¹ Additionally, a recent study sponsored by Reading Plus found that by the time they finish high school, today’s students read 19% slower than their counterparts of 50 years ago.² In 2019 at KIPP, based on the NWEA® MAP® Growth™ Assessment, 44% of students were at or above grade level (50th percentile) at the end of 3rd grade. Like national results, at KIPP there is a difference in results across racial demographics between Black and Latinx students.

¹ 2019 National Assessment of Educational Progress (NAEP). NAEP tests 4th and 8th graders. Accessed June 2021: <https://www.nationsreportcard.gov/highlights/reading/2019/>

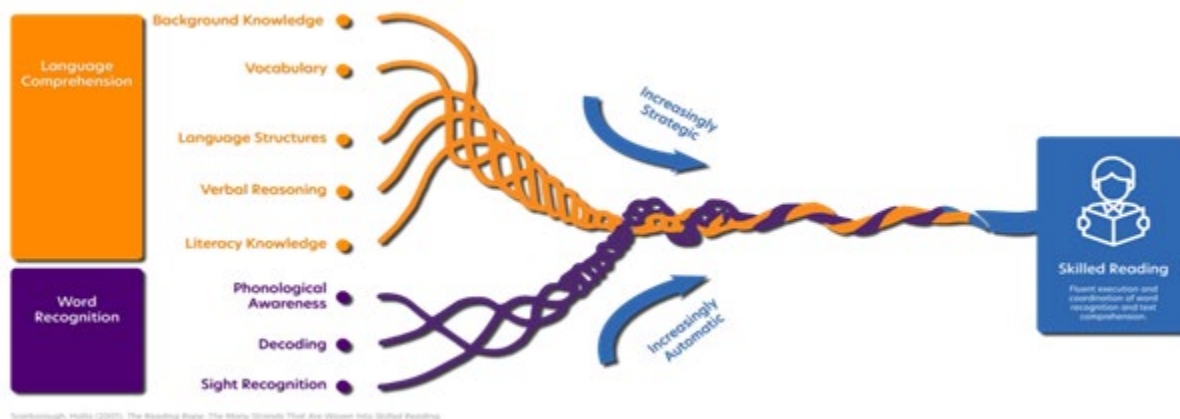
² “Students Are Reading Slower and Comprehending Less. Here’s What To Do About It,” by Kelli Anderson. September 24, 2019. <https://www.edsurge.com/news/2019-09-24-students-are-reading-slower-and-comprehending-less-here-s-what-to-do-about-it>

What Students Need: Research Base: The Science of Reading: Scarborough's Rope

Scarborough's rope is a graphic which illustrates how all skills are woven together to achieve skilled reading.

The upper strand of the rope represents Language Comprehension skills. The skills that comprise Language Comprehension are as follows:

1. Background Knowledge-all of the previous facts, concepts beliefs and experiences that readers bring to a text
2. Vocabulary-the knowledge of the meaning of words in a text
3. Language Structures-the relationship between words and sentences in a text
4. Verbal Reasoning-the ability to comprehend, reason and problem solve using concepts expressed through words
5. Literacy Knowledge-An understanding of how a text is organized and for what purpose, including a knowledge of print concepts



What Students Need in a Literacy Curriculum

Based on this data and what the research is telling us, students need a literacy curriculum that includes:

- ***Building Decoding Skills and Word Recognition:*** Instruction and practice reading targeted at building decoding skills and word recognition, using decodable texts.
- ***Working with Texts of Grade-level Complexity or Beyond:*** Read-aloud and shared reading paired with discussion to build students' knowledge, vocabulary, and understanding of text meaning, using texts of grade-level complexity or beyond (read aloud).
- ***Volume of Engaged Reading Beyond Instruction:*** Additional reading (small group, independent, or shared) within the ELA block and across all content areas to support all aspects of reading, including engagement and motivation, using texts at a variety of levels.
- ***Joyful, Relevant Instruction:*** Equitable instruction supports students to crack the alphabet code and engage in content based learning to produce skilled readers. Equitable instruction allows for meaning making, and provides mirrors, windows, and sliding doors for students. It develops a love of reading and writing, and equips students with the skills to be "code breakers, text users, text critics and meaning makers (Zaretta Hammond)."

Why EL Education as the Core Curriculum

- Through its foundational skills and content-based literacy blocks, EL Education supports students in the most important areas of ELA instruction: vocabulary, knowledge, fluency, decoding and syntax. It supports students in cracking the alphabetic code and in engaging in high level thinking and discourse, analysis and synthesis through deep engagement in content and challenging texts.
- EL Education's curriculum is comprehensive; it provides comprehensive lessons along with assessments to support the implementation of equitable literacy instruction. It explicitly teaches and formally assesses all strands and standards of the Common Core English Language arts standards for each grade level.
- The curriculum is grounded in principles of equity called the Dimensions of Student Achievement. This expanded definition of Student Achievement supports students to be confident and collaborative readers and writers.

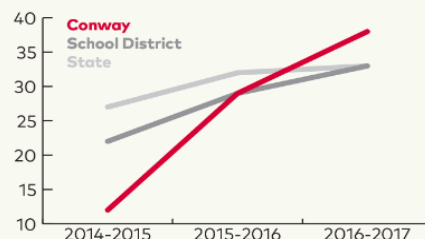
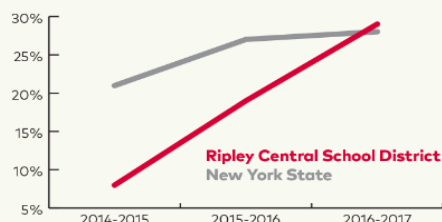


- It is one of the highest rated curriculum by Edreports, an independent nonprofit committed to ensuring all students have access to high quality instructional materials.
- There is data supporting successful implementation of EL Education's curriculum; as an example:

Accelerating Equity

Literacy Partners from across the country see dramatic gains for students in historically underserved subgroups, and find that students in those populations outperform their state and district peers.

Economically Disadvantaged Student Proficiency (% Proficient)



- **Detroit Public Schools Community District, Detroit, MI** - Only two years into a five-year plan featuring our curriculum and PD, students' 2019 ELA test scores showed the greatest single-year improvement on state tests in the history of the exam. Students improved over 2018 results across all grade-levels. [Learn more.](#)

Supplemental ELA Curriculum

Phonemic awareness is such a strong predictor of reading success; as such, in early elementary, the EL Education's core curriculum will be supported by two supplemental curricula:

1. In grades K-1, the ELA block of the academic program will include Heggerty. Heggerty is a research-based curriculum of daily phonemic and phonological awareness lesson plans.
2. In grades K-1, the ELA block of the academic program will include Core Knowledge Skills strand.
 - Skills: The Skills strand teaches reading and writing in tandem.
 - children practice blending (reading) and segmenting (spelling) using the sound spellings they have learned.
 - Decodable stories are introduced halfway into the kindergarten program. Stories are 100% decodable—made up entirely of words and sound spellings the students have been taught, or “tricky words” that also have been explicitly taught.

The CKLA Skills strand was designed to be fully in accord with the findings of the National Reading Panel and is aligned with the goals in the “Reading Foundational Skills” section of the Common Core State Standards.

Developing reading proficiency and strong literacy skills in elementary and middle grades is the cornerstone of the ELA curriculum, which upholds the MAS to ensure college- and career-readiness for all students. The ELA curriculum is designed to produce highly literate students who are proficient readers, evaluative writers and collaborative, analytical thinkers.

Mathematics

If students are to be well-equipped for college and beyond and the Academy is to live our vision that every child grows up free to create the future they want for themselves and their communities then the Academy must ensure all students see themselves as knowers and doers of mathematics who can use math to understand and shape their world. This requires moving past an understanding of mathematics learning as “answer-getting” and mathematics classrooms as places where students complete worksheets in silence, to understand mathematics learning as the work of reasoning about concepts and applying those concepts to solving real problems and mathematics classrooms where students work in groups to grapple with problems and are expected to justify their reasoning and critique the reasoning of others. The Academy must cultivate what Zaretta Hammond calls “Independent Learners.”

To this end, the Academy understands rigor in the mathematics classroom to mean the pursuit of conceptual understanding, procedural fluency grounded in that understanding, and the application of that understanding in problem solving all with equal vigor. The MAS for K-12 Mathematics tell us that math learning must focus on both the grade level content and the mathematical practices that are at the heart of reasoning in as mathematicians. We are also told that math learning must be coherent “reflect[ing] not only the topics that fall within a certain academic discipline, but also the key ideas that determine how knowledge is organized and generated.” The Academy is committed to math classrooms that bring this vision of what it means to know math to life.

The Academy also commits to what Aguilar, Mayfield-Ingram, and Martin describe as “The Five Equity Based Practices in Mathematics Classrooms” to ensure that students’ sense of agency and identities as mathematicians are built for all students by:

1. Going deep with mathematics,
2. Leveraging multiple math competencies,
3. Affirming math learners identities,
4. Challenging spaces of marginality, and
5. Drawing on multiple resources of knowledge (math, culture, language, family, community).

Data shows we need to do better

The Academy knows that success in mathematics opens doors to choice-filled lives for students and "A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment."³ However, nationally only 41% of 4th graders, 34% of 8th graders, and 24% of 12th graders are proficient in mathematics, as measured by the National Assessment of Educational Progress (“NAEP”). In fact, 19% of 4th graders, 21% of 8th graders, and 40% of 12th graders do not leave with the basic mathematical skills and understanding expected at that grade. Despite this, growth on NAEP has been stagnant since roughly 2005. The story is even more troubling when we notice that there has been a persistent gap in performance between white students and students of color and between wealthier students and those with lower socio-economic status for as long as we have measured. The city of Detroit’s average performance on NAEP is below the bar for basic math in both 4th and 8th grade.

Our poor performance and persistent racial gaps have deep roots. Mathematics education in the United States has long had a “culture of exclusion” in which “the teacher’s task is to state rules, present examples, and pose exercises that are quite similar to the examples [...] The corresponding role for students is to listen carefully and follow directions with speed and precision to compute answers to formulaic problems [...] perceived differences are used to justify stratification such that the culture of exclusion in mathematics education shapes access to intellectually stimulating learning opportunities, prestigious educational programs, lucrative careers, and high-status identities [...] This ideology makes persistently unequal mathematics achievement appear normal, even inevitable.”(Louie, 2017)

Further, we know from the work of the New Teacher Project that students spend only about 26% of time in class on grade-level content and students of color spend about one third as much time on grade level content as their white peers and students from low-income households spend about one fifth as much time on grade level content as their more affluent peers.

What Students Need: Research Base

Research tells us that procedural fluency built on strong conceptual understanding and flexible numeracy is a powerful predictor of success in later math classes. *“When students showed high-achievement, they solved calculation problems using number sense - interacting with numbers*

³ National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

flexibly and conceptually. When students demonstrated low-achievement they used no number sense and seemed to believe that their role was to recall and use a standard method, clinging to formal procedures, using them very precisely, even when it made sense to abandon them. Students showing lower levels of achievement did not know less. They just did not use numbers flexibly, probably because they had been told from an early age to memorize methods and number facts instead of interacting with numbers flexibly.” (Boaler, 2016).

The work of Clements and Sarama states that student’s development of conceptually-grounded numeracy and procedural-fluency can be hidden when we look only at students final answers but can be seen accurately assessed when we look at their work or listen to their explanations of thinking. Further, Clements and Sarama have shown that this learning progresses along predictable Learning Trajectories from early childhood through upper elementary grades. It is therefore essential for classroom instruction to attend closely to students’ thinking and provide ample opportunities for students to build conceptual understanding and apply that knowledge to both tackle increasing complex problems and apply increasingly sophisticated and efficient strategies to the same problem types over time.

Finally, the work of Stein, Smith and many others has shown us that the intentional selection of high-quality instructional tasks is a prerequisite for instruction that builds conceptual understanding. Those tasks must be paired with teachers' pedagogical learning to engage students in mathematical discourse that builds learning aligned to both content and practice standards.

What Students Need in a Mathematics Curriculum

A Curriculum must, first, be aligned to the content and practice standards of the MAS and with its demands for Focus and Coherence. As the National Council of Teachers of Mathematics put it, *“Mathematics comprises different topical strands, such as algebra and geometry, but the strands are highly interconnected. The interconnections should be displayed prominently in the curriculum and in instructional materials and lessons. A coherent curriculum effectively organizes and integrates important mathematical ideas so that students can see how the ideas build on, or connect with, other ideas, thus enabling them to develop new understandings and skills [...] Because students learn by connecting new ideas to prior knowledge, teachers must understand what their students already know. Effective teachers know how to ask questions and plan lessons that reveal students’ prior knowledge; they can then design experiences and lessons that respond to, and build on, this knowledge.” (Principles and Standards for School Mathematics, NCTM, 2000)*

A mathematics curriculum must develop procedural fluency and flexible numeracy grounded in conceptual understanding, supporting students to both develop flexibility and steadily increase the sophistication of their strategies. This can be accomplished through intentional progressions and tasks that preference different strategies to support students in adopting new approaches and through the progression from concrete to representational and then abstract representations.

A mathematics curriculum must also align with our vision for equitable math instruction supporting the implementation of The Five Equity Based Practices in Mathematics Classrooms.

Why Eureka Math² as the Core Curriculum

Great Mindstm Eureka Math² meets all of the Academy’s expectations.

- The scope and sequence is aligned to the MAS and lessons include clear indications for where Mathematical Practice Standards are addressed and should be highlighted in instruction.
- Lessons and Modules progress from concrete, to representational, and then to abstract approaches to the same concepts over time. The use of consistent representations with and across grades allows student link new learning to previous understanding and highlight the coherence of math learning. For example, the use of area models for multiplication and division is built on students' initial experiences with arrays and is leveraged throughout their K-12 experience to support everything from computation strategies based on the distributive property in elementary grades to polynomial division in high school.
- Lessons and Modules are built around tasks designed to first cultivate numeracy and conceptual understanding and then leverage that to build computation strategies that steadily increase in complexity along established learning trajectories. For example, first building flexibility with decompositions up to 10 before using that fluency to support make ten and take from ten strategies for addition and subtraction from 10-20 then up through 120.
- Fluency activities and application tasks that launch every lesson are designed to bridge past learning to new learning and to steadily increase the complexity of students' strategies through both problem selection and student discussion.
- The structure of new learning and lesson debriefs within Eureka Math are well designed to support the forms of student problem solving and discourse outlined by Smith and Stein. Further, this form of discourse is well aligned to The Five Equity Based Practices in Mathematics Classrooms.

Science-

As the Association for the Advancement of Science and the National Council on Science explains, developing college-ready and scientifically literate students involves:

- teaching a mixture of content knowledge
- the practices and skills of scientists
- information on the nature of science

Why Mystery Science as the Core Curriculum

Mystery Science is an innovative, standards aligned, hands-on curriculum that teaches children how to think like scientists. Its phenomena-driven instruction helps kids to better understand and communicate about the world around them through writing, discussion, and exploration.

Mystery Sciences uses the 5E Instructional Model.

- ***Engage:*** short intro videos that raise a compelling kid-question and uses storytelling and visuals to introduce students to a scientific phenomenon. This is designed to get students excited to investigate.
- ***Explore:*** hands-on activities. Students experience key concepts through a collaborative hands-on inquiry activity. Students test predictions, share ideas, and record observations. Teachers act as a facilitator; supporting students in establishing relationships and communicating their experiences/ideas.
- ***Explain:*** discussion questions. Students have frequent opportunities to connect their prior knowledge to new concepts. They share their thoughts and build explanations.

- ***Elaborate:*** Extensions. Opportunities for students to apply their learning to a similar or new situation.
- ***Evaluate:*** Assess students' knowledge.

Consistent with the goals to create scientifically literate students, Mystery Science takes the following approach:

1. Student interest and engagement enables learning
2. Students prior knowledge is an important resource and conceptual understanding supports deeper reasoning about a topic
3. Scientific discourse facilitates conceptual development

Student interest and engagement enables learning

There are two fundamentally different motivations for learning, and understanding the difference between these two motivations is key:

- Some students might be motivated for the sake of learning new things and improving their skills (learning orientation)
- Some students may be motivated by receiving positive feedback from a teacher or avoiding criticism (performance orientation)

Research indicated that students with a learning orientation have increased cognitive engagement (Pintrich, Marx & Boyle, 1993). Research in science classrooms suggests that students who are intrinsically interested in the lesson will be more likely to view tasks as purposeful and worth doing (Pittman, Emery, & Boggiano, 1982), use more creative thinking (Amabile & Hennessey, 1992) and learn at a deeper level (Ryan, Connell, and Plant, 1990).

Mystery Science lessons are designed to motivate students for the sake of learning new things. Each Mystery begins with a genuine kid-question that wows students. After this hook, every student wants to know the answer and every minute of instruction continues to unfold by guiding students in the solving of the mystery. A series of clues and repeated discussions as well as opportunities for reflection and disagreement maintain a high level of engagement so that students are intrinsically motivated to investigate and figure out the answer.

Students prior knowledge is an important resource and conceptual understanding supports deeper reasoning about a topic.

Evolutionary biologist Stephan Jay Gould (1985) argued that “no scientist can develop an adequate ‘feel’ for nature (that undefinable prerequisite of true understanding) without probing deeply into minute empirical details of some well-chosen group of organisms” (p. 168). In order for students to reason deeply about a topic, they need to first have familiarity with the phenomena. It’s hard to reason about cause and effect relationships or the evidence to support claims, without first developing some degree of content knowledge about a topic (Schauble, 1996). Research studies suggest that domain specific knowledge is critical for scientific reasoning (A.L. Brown, 1990; Gobbo & Chi, 1986).

To develop this domain knowledge, Mystery Science begins by activating what students already know. Students’ prior knowledge is an important resource, and the basis upon which new knowledge is constructed (NRC, 1999). To leverage students’ prior knowledge, Mystery Science

selects real-life contexts that are familiar to students. It situates the lesson in a familiar context so that students can relate to the examples and scenarios. Mysteries utilize rich visuals to present phenomena and draw students' attention to a particular puzzle. It builds on their initial familiarity to point out something they may not have noticed. The illustrative visuals and compelling narrative further develop students' content knowledge, positioning them to reason about the puzzle more deeply. Over the course of the full Mystery, students are able to reason scientifically during the multiple opportunities for discussion, investigation, and reflection.

Scientific discourse facilitates conceptual development

Scientific discourse is a central means by which students make sense of their thinking and the thinking of others. Language and thought are deeply intertwined (Vygotsky, 1962). It is through talking that students clarify and express their own ideas, so opportunities for discourse in science classrooms are critical. In order to learn science, one must "talk science" (Lemke, 1990). In discussion, students listen to their classmates' ideas, compare others' ideas to their own, and advance their own understanding. Empirical studies have shown that scientific discussion can improve student learning. In a meta-analysis of 20 studies, Fonseca & Chi (2011) found that self-explaining and dialogic interaction consistently led to greater student learning.

Scientific argumentation is a form of discourse that is particularly central to the development of scientific ideas. New theories are advanced and justified through the presentation of evidence and reasoning. Likewise, student engagement in argumentation is an important means by which students compare differing ideas and evaluate the evidence for claims (Osborne et al., 2001). Dialogue in the form of argumentation has also been shown to improve student learning (e.g. Asterhan & Schwarz, 2009).

In Mystery Science, student discourse is at the heart of our instructional approach. Lessons are engineered so that all students are at the edge of their seats, eager to participate in the class or small group discussion. Not only are opportunities for discussion incredibly frequent, but they are also highly motivated. In the exploration, the visuals and narratives stimulate students' ideas and the discussion questions are carefully crafted to invite divergent thinking. Each discussion question is designed to get students talking to each other, whether they are sharing prior knowledge, making predictions, or arguing for their ideas using evidence. In addition to discussion opportunities during the exploration, students are encouraged to share ideas during the investigation and in reflective discussion questions where they synthesize their findings.

Social Studies

According to the Michigan Department of Education ("MDE"), "the purpose of social studies instruction is to develop social understanding and civic efficacy. The Grade Level Content Expectations balance disciplinary content and processes and skills that contribute to responsible citizenship and form a foundation for high school social studies coursework." The social studies curriculum, which is aligned to the MAS, ensures students are not only prepared for high school and college, but also prepared for life as global citizens. Developing students' understanding in the disciplines of history, geography, civics and government, economics and public discourse ensures readiness for college and responsible citizen involvement. In addition to supporting learning in these areas, the social studies curriculum also incorporates the skills required by the MAS for Literacy in History/Social Studies, which allow students to develop and utilize critical thinking skills by making connections, inferences and arguments around the content and learned skills. This

focus on content, skills and critical thinking produces students who are knowledgeable in social studies and prepared to participate in society as informed citizens.

The curriculum supports the social studies disciplines that best prepare students to be contributing members of society. Students who master the social studies curriculum understand how history, geography, civics and economics interact in a global society. Through exposure to primary and secondary sources, students develop knowledge of shared national and world history and are able to make connections between the past and present as well as between cultures and government systems.

- In kindergarten through first grades, students learn about the social studies disciplines by developing an understanding of culture and community through the lens of “Myself and Others,” “Families and Schools” and “The Local Community.” In these early grades, students begin to learn about history and culture in the surrounding world. Students study personal history, family history and examine local examples of the community and school to become familiar with basic geography, economy and functions of government.

Co-curricular areas

The Academy nurtures high-achieving, well-rounded students. The Academy will offer physical education as a co-curricular.

Physical Education

Physical education includes a sequence of developmental experiences through which children learn by moving. Students first learn and practice basic movement skills and manipulate objects by throwing, catching, striking, pushing, pulling and climbing. Students take part in a variety of individual and group activities, games to increase body awareness, practice new skills and learn to move safely with respect to other people. Students also learn about the physical and mental benefits of a healthy lifestyle characterized by physical activity. Students will use movement skills in more complex ways by learning the concepts of fairness, positive attitude, teamwork and sportsmanship. Students learn to recognize the correlation between practice and mastery of skill and complete various types of drills to increase abilities. Students ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

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

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

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

Students Below Grade Level

Three years ago, TNTP partnered with five diverse school systems – rural and urban, district and charter – and concluded that students only demonstrated mastery of grade-level standards on their assignments 17 percent of the time. That gap exists because so few assignments actually gave students a chance to demonstrate grade-level mastery. Students spent more than 500 hours per school year on assignments that weren't appropriate for their grade and with instruction that did not ask enough of them – the equivalent of six months of wasted class time in each subject.

However, when students did have the chance to work on content that was appropriate for their grade, they rose to the occasion more often than not.

- In classrooms where students had greater access to grade-appropriate assignments, they gained nearly two months of learning compared to their peers.
- In classrooms where teachers held high expectations, students gained more than four months.
- The relationships between the materials and student outcomes were even stronger in classrooms where students started the year off behind. When students, who started the year behind grade level, had access to strong instruction, they closed gaps with their peers by six months.
- In classrooms with more-grade appropriate assignments, those gaps closed by more than seven months.

A core component of the KIPP program is college readiness; as such, KDIA is committed to ensuring that students receive a rigorous education that leads to academic preparation.

Students receive instruction directed towards grade-level standards; however, if a student needs targeted and scaffolded support to reach grade-level mastery, then instruction must be adjusted to better meet the needs of that student. The school's academic intervention approach is based on a cycle of assessment and instructional responses to meet student learning needs. This is based on a few key practices:

1. All staff are trained in the tracking of performance data and the identification of students not meeting performance thresholds.

2. Teachers will employ in-class strategies [such as small group instruction], with a focus on discrete skill support, to target those students who are not meeting performance thresholds.
3. Additional support strategies [such as tutoring and or pull-out] will be leveraged.
4. Intervention staff and teachers meet every four to six weeks as a collaborative team to discuss assessment data, monitor student progress and update intervention plans.
5. If necessary, internal diagnostic assessments are used to determine student needs and serve as the foundation for a written intervention plan.
6. Students struggling to make progress are assessed at least every two weeks, and those identified with the most severe academic needs will be assessed.
7. School leaders and intervention staff meet twice each month and focus on individual student data and strategies being used to meet student needs.

If a student is not making satisfactory academic progress/growth, a three-tier approach (Response-to-Intervention, or “RtI”) will be considered to deliver systematic intervention services.

English Language Learners (“ELL”)

During the registration process, the Academy’s ELL coordinator will ask parents to complete the State Board of Education approved Home Language Survey. This survey will determine if students need to be screened.

A student will be screened if a parent/guardian responds affirmatively to:

1. Is your child’s native tongue a language other than English?
and/or
2. Is the primary language used in your child’s home or environment a language other than English?

Thereafter, the ELL coordinator conducts an informal interview of each student identified as a potential ELL. If the interview confirms that a student speaks a language other than English, [within 30 days] the student will be given the W-APT to determine his or her English proficiency. If the student scores proficient (at the state required level), this is designated as not requiring ELL services, and the screening process will stop. If the student scores at any lower level, the student is classified as an ELL student and placed appropriately in the Academy’s ELL program.

ELL students will be fully immersed in mainstream classrooms where the Academy will implement a two-part program:

- In the general classroom, Sheltered Instruction and Use of the Sheltered Instruction Observation Protocol (“SIOP”)- will be used as the vehicle for ELL students to acquire grade-level content.
- Students requiring English language acquisition instruction may be pulled out to receive English as a second language support or may receive support within the general education classroom by an EL teacher.

Each ELL student will have a Language Acquisition Plan (“LAP”) that contains specific goals to quickly acquire both social and academic proficiency in English. The LAP details accommodations and modifications that must be implemented in the classroom and on standardized assessments.

Each year, the Academy administers the WIDA™ ACCESS test to measure students' progress learning English. The Academy uses the results combined with teacher observation and input to determine services to be provided through the ELL program for the coming school year.

Students who meet the 4.8 Overall score threshold on WIDA ACCESS for ELLs or P2 on the WIDA Alternate ACCESS for ELLs will exit the program.

Gifted Students

Teachers offer gifted students differentiated instruction and extended opportunities through a variety of means, including: enrichment lessons, exercises and content; differentiation in content, process, products and/or learning environment; infusion of tasks requiring higher-order thinking skills; and individualized learning opportunities. As needed, the Academy will accelerate grade-level or content-level learning for individual students, taking into consideration the students' specific needs. Students at or above grade level will be consistently challenged with classroom curricular content and high-quality instruction.

Use of NWEA assessments generate results that help set individual learning targets and measurable objectives for all students. The Academy uses these results to set higher individual learning targets and more rigorous growth objectives to monitor and measure the progress of gifted students.

Assessments

The Academy uses assessments to drive the academic program and plans to use assessments beyond state mandated, norm-referenced and computer-adaptive assessments. In addition to the state assessment, the Academy plans to also use the following:

- A baseline assessment (NWEA) in reading and math is administered to students upon acceptance to the Academy. To make this as convenient as possible for parents, this assessment is a part of the acceptance paperwork that must be submitted.
- Benchmark assessments (NWEA) to ensure that students in grades kindergarten to three are on track for proficiency in reading, as required by the new Third Grade Reading.
- Interim and curricular unit assessments to determine if students have mastered the content and to make adjustments to grade-level placements for students throughout the year.

ELA Assessment Table

Universal Screeners/Diagnostic	Progress Monitoring	Formative
<ul style="list-style-type: none"> ● mCLASS/DIBELS: a universal screener that measures the development of reading skills of all students in grades K-5 ● EL Related Benchmarks (varies depending on grade level): <ul style="list-style-type: none"> ○ Letter Name and Sound ID ○ Phonological Awareness Assessment ○ Spelling Skills and Decoding Skills ○ Fluency 	<ul style="list-style-type: none"> ● EL mid and end of Unit assessments ● Briefly weekly spelling dictation based on letter sounds students have learned 	<ul style="list-style-type: none"> ● Checklists, sampling dictation responses, monitoring of student work to assess: <ul style="list-style-type: none"> ○ Phonological awareness ○ Decoding and encoding skills based on grade level phonics ○ Fluency with decodable texts

Program Evaluation

The Academy will evaluate the effectiveness of programming through different types of structures:

- Macro (school-wide) structures
 - School leaders consistently review academic performance data for all grade levels and ensure the Academy's curriculum and instructional approach is accelerating student learning.
 - School leaders will consistently conduct walkthroughs of classrooms; these observations will yield trends that will be used to set goals related to the bar of excellence in instructional delivery.
 - School leaders will determine professional development for teacher development or supplemental programming for students based on academic performance data and classroom observations.
 - School leaders report this information to the Academy board throughout the year.
- Micro (classroom-specific) structures
 - The Academy uses formative assessments designed to include multiple checkpoints throughout instruction to measure student understanding of content. Teachers analyze data at both the classroom and individual student level, and then scaffold student learning towards student mastery of each educational objective.
 - The short-cycle formative assessments enable teachers to determine exactly what knowledge needs further development in each student, and to individualize instruction as appropriate to ensure each student learns as expected.
- Qualitative data
 - Stakeholder feedback (parents, teachers, etc) is an important component of program evaluation. Qualitative data regarding program effectiveness will be continually gathered through 1:1's with teachers and parent surveys/conferences.
- Quantitative data
 - Types of quantitative data used to determine program evaluation includes NWEA, formal curricular assessment, student discipline, classroom walkthroughs, etc.

School leaders agree that program effectiveness provides a comprehensive view of "school health." Data regarding school health exists in macro and micro forms in addition to qualitatively and quantitatively. Continued improvement is the result of a consistent habit of analyzing this data, finding areas of improvement, supporting teams in those areas, and continuing to monitor progress. This cycle will be utilized to continue to evaluate program effectiveness at The Academy.

KIPP Detroit Imani Academy

Contract Amendment No. 1

Tab 4

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 EL Education English language arts, Great Minds® Eureka Math², Mystery Science, Oakland K-12 MC3 social studies, Michigan Model for Health[™], and Exemplary Physical Education Curriculum (“EPEC”). The curriculum for all core subjects has been received, reviewed and approved by the Center.

- EL Education <https://curriculum.eleducation.org/>
- Eureka² <https://eureka.math.greatminds.org/em2-michigan-schools>
- Mystery Science <https://mysteryscience.com/home>
- Oakland MC3 <https://oaklandk12-public.rubiconatlas.org/Atlas/Browse>
- Michigan Model <https://www.michiganmodelforhealth.org/>
- EPEC <https://michiganfitness.org/activity/epec/>

Elementary

The following subjects/courses are offered at the Academy.

Course	K	1
English Language Arts	X	X
Mathematics	X	X
Science	X	X
Social Studies	X	X
Health	X	X
Physical Education	X	X

KIPP Detroit Imani Academy

Contract Amendment No. 1

Tab 5

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

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

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

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

AMENDMENT NO. 2

to the
January 25, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KIPP DETROIT IMANI ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 2

KIPP DETROIT IMANI ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated January 25, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to KIPP DETROIT IMANI ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

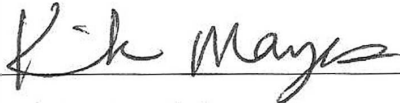
- 1.) Amend Schedule 6: Physical Plant Description, by replacing all of the lease and sublease agreements contained therein for the Site located at 19321 W. Chicago, Detroit, MI 48228, with the materials attached as Tab 1.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2023.



Dated: 11/27/2023

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



Dated: 11/14/2023

By: Kirk Mayes
KIPP Detroit Imani Academy
Designee of the Academy Board

KIPP Detroit Imani Academy

Contract Amendment No. 2

Tab 1

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), shall be effective July 1, 2023 by and between **KIPP MICHIGAN**, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave., Ste. A, Okemos, Michigan 48864 (the "Sub-Landlord") and **KIPP DETROIT IMANI ACADEMY** (the "Academy" or "KDIA"), a Michigan public school academy organized under the Revised School Code (the "Sub-Tenant").

BASIC LEASE PROVISIONS

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Sub-Landlord and Address (for notices):

KIPP MICHIGAN
2222 W. Grand River Ave, Ste. A, Okemos, Michigan 48864
- C. Prime Landlord and Addresses (for notices):

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- D. Sub-Tenant and Address (for notices):

KIPP DETROIT IMANI ACADEMY
36237 Weber Drive, Sterling Heights, Michigan 48310
- E. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Sub-Landlord dated April 18, 2020, as it may be amended from time to time.
- F. Sublease Term: Begins July 1, 2023 and ends June 30, 2024.
- G. Commencement Date: July 1, 2023.
- H. Expiration Date: June 30, 2024. Provided no Event of Default has occurred and Sub-Tenant has given Sub-Landlord written notice by 60 days prior to the end of the

Lease of Sub-Tenant's intention to negotiate an extension of the term of this Lease, Sub-Landlord and Sub-Tenant shall negotiate in good faith an extension of the term of this Lease which extension and all terms thereof must be mutually acceptable to and approved by each party in their sole discretion.

- I. Base Rent: Base monthly rent shall be \$3,748.00.
- J. Payee of Rent: KIPP MICHIGAN or directly to Prime Landlord.
- K. Utilities Sublease Share: Five percent (5%).
- L. Description of Premises:
 - 1. "Common Areas" shall mean the gymnasium, North basement meeting room, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.
 - 2. "Leased Classrooms" shall mean classrooms 102, 103, 104, 106 (approximately 3,168 square feet total) located in the School Building.
 - 3. "Leased Premises" consists of the Leased Classrooms and the Common Areas.
- M. Security Deposit: \$0
- N. Sub-Tenant's Use: The Leased Premises are to be used and occupied only for the programs and operation of the Academy and related activities and no other purpose.
- O. Broker: Not applicable

RECITALS

A. Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Prime Landlord"), entered into a certain Lease Agreement dated as of February 28, 2020 (the "Prime Lease"), whereby Prime Landlord leases to Sub-Landlord approximately 3,168 rentable square feet of space consisting of classrooms 102, 103, 104, 106 and certain common areas as defined in the Prime Lease (the "Premises") in a building located at 19321 West Chicago, Detroit, Michigan 48228 (the "School Building").

B. The Academy is a public school academy authorized pursuant to a contract (the "Contract") issued by the Central Michigan University Board of Trustees ("CMU") and operates under the direction of the KDIA Board of Directors ("KDIA Board" or the "Board").

C. Sub-Landlord desires to sublet the Premises to Sub-Tenant, and Sub-Tenant desires to sublet the Premises from Sub-Landlord for the operation of the Academy.

D. Sub-Landlord and Sub-Tenant (collectively referred to as the "Parties"), have requested that Prime Landlord consent to the Sublease.

E. The Parties desire to enter into this Sublease on the terms and conditions set forth herein.

F. Prime Landlord desires to consent to this Sublease on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Except as otherwise expressly set forth herein, all capitalized terms used herein shall have the meanings given such terms in the Prime Lease.

2. Demise; Term.

2.1. Demise. Sub-Landlord hereby subleases the Subleased Premises to Sub-Tenant, and Sub-Tenant hereby subleases the Subleased Premises from Sub-Landlord, together with all fixtures installed in the Subleased Premises by or for the benefit of Sub-Landlord, and also together with all appurtenances and rights ancillary to the Subleased Premises.

2.2. Term. The term of this Sublease (the "Sublease Term") shall begin on (the "Commencement Date"), the effective date of this Sublease Agreement, subject to Sub-Landlord and Sub-Tenant having received the Prime Landlord's Consent (as defined in Section 17 of the Prime Lease) and contingent upon the Authorizer's non-disapproval of the Sublease Agreement. The Sublease Term shall expire on June 30, 2024 ("Expiration Date"), unless sooner terminated as provided in this Sublease.

3. Prime Lease.

3.1. Terms of Sublease Identical With Prime Lease. It is intended that the terms and conditions of this Sublease shall be identical to the terms and conditions of the Prime Lease as they relate to the Subleased Premises, including but not limited to provisions in the Prime Lease that this Sublease will terminate automatically without penalty to Sub-Tenant in the event the Academy's Charter Contract is terminated or a reconstitution of the Academy is required or the Academy site is closed. Additionally, Sub-Landlord and Sub-Tenant agree that:

3.1.1. Each and every term, condition, covenant and agreement of the Prime Lease, as it relates to the Subleased Premises, is a term, condition, covenant and agreement of this Sublease, and is incorporated in this Sublease by reference, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease;

3.1.2. Sub-Tenant shall perform all obligations and comply with all terms, conditions, covenants and agreements of Sub-Landlord as tenant under the Prime Lease for the Sublease Term, as they relate to the Subleased Premises, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease; and

3.1.3. The term "Landlord" as set forth in the Prime Lease shall mean Sub-Landlord in this Sublease and the term "Tenant" as set forth in the Prime Lease shall mean Sub-Tenant in this Sublease.

3.2. Terms Not Incorporated. Notwithstanding the provisions of Section 3.1 of this Sublease, the following provisions of the Prime Lease are not incorporated in or made part of this Sublease: N/A.

3.3. Sublease Controls. If there is a conflict between the stated terms and conditions in this Sublease and those set forth in the Prime Lease, the terms and conditions set forth in this Sublease shall control.

3.4. Performance To Be Tendered To Prime Landlord. Except as otherwise provided in this Sublease, Sub-Tenant may tender performance of its obligations directly to Prime Landlord so that all of Sub-Landlord's obligations under the Prime Lease accruing during the Sublease Term with respect to the Subleased Premises shall be fully satisfied and discharged by Sub-Tenant's performance.

3.5 Covenant Against Actions Causing Default Under Prime Lease. Sub-Tenant shall not do or cause to be done or suffer or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Landlord's rights under the Prime Lease to be cancelled, terminated, forfeited or prejudiced or which would render Sub-Landlord liable for any damages, fines, claims, penalties, costs or expenses under the Prime Lease. So long as Sub-Tenant is not in Default under this Sublease beyond any applicable notice, grace or cure periods, Sub-Landlord shall not commit any act or omission during the Sublease Term that would lead to the termination of the Prime Lease by Prime Landlord, nor shall Sub-Landlord voluntarily surrender the Prime Lease.

3.6 Sub-Landlord's Representations and Warranties. As an inducement to Sub-Tenant to enter the Sublease, Sub-Landlord represents and warrants that:

3.6.1 Sub-Landlord is the tenant under the Prime Lease and has the full right to enter into this Sublease (subject, however, to Prime Landlord's consent);

3.6.2 The Prime Lease is in full force and effect and Sub-Landlord shall not amend or modify the Prime Lease in any manner that would materially decrease Sub-Tenant's rights and privileges or materially increase Sub-Tenant's obligations.

3.6.3 Sub-Landlord has not received from Prime Landlord any notice of any default on the part of Sub-Landlord as tenant under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists nor has Sub-Landlord given

Prime Landlord notice of any default on the part of Prime Landlord as landlord under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists;

3.6.4 Sub-Landlord has submitted to Sub-Tenant a true and complete copy of the Prime Lease, a copy of which is attached hereto as **Exhibit A**;

3.6.5 To the extent Prime Landlord's consent or approval is required hereunder, Sub-Landlord shall use commercially reasonable efforts to promptly obtain such consent or approval;

3.6.6 Sub-Landlord shall not cause or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Tenant's rights hereunder to be cancelled, terminated, forfeited or prejudiced.

4. Performance.

4.1. Sub-Landlord and Sub-Tenant's Obligations Under Prime Lease.

4.1.1. Although the terms, conditions, covenants and agreements of the Prime Lease are incorporated as terms and agreement of this Sublease, Sub-Landlord shall not be liable to Sub-Tenant for performance or non-performance of obligations of Sub-Landlord under this Sublease which are also the obligations of Prime Landlord under the Prime Lease (the "Prime Landlord's Obligations"). Subject to the provisions of Section 4.2 below, it is intended that Sub-Tenant shall look solely to and hold solely responsible Prime Landlord for the performance of the Prime Landlord's Obligations under the Prime Lease.

4.1.2. Sub-Landlord shall perform for the benefit of Sub-Tenant all of Sub-Landlord's repair and maintenance obligations with respect to the Subleased Premises.

4.1.3 Sub-Tenant shall perform all Base Rent and Additional Rent obligations as set forth and defined in the Prime Lease on behalf of Sub-Landlord.

4.2. Failure By Prime Landlord to Perform the Prime Landlord's Obligations. If Prime Landlord shall fail at any time to perform the Prime Landlord's Obligations, Sub-Tenant shall give notice thereof to Sub-Landlord. In such event, Sub-Landlord shall use commercially reasonable efforts to cause Prime Landlord to perform the Prime Landlord's Obligations, the cost of which shall be shared by Sub-Landlord and Sub-Tenant on a pro rata basis, determined by ratio of the rentable square footage of the Subleased Premises to the rentable square footage of the Leased Premises.

5. Sublease Subordinate to Prime Lease; Termination of Prime Lease.

5.1. Sublease Subordinate. This Sublease and the rights of the parties under this Sublease are subject and subordinate to the Prime Lease.

5.2. Termination of Prime Lease. If the Prime Lease is terminated for any reason, this Sublease shall terminate as of the date of termination of the Prime Lease and Sub-Landlord shall have no liability to Sub-Tenant as a result of such termination.

6. **Notices.** Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, or (b) commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the addresses set forth in the BASIC LEASE PROVISIONS above or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day.

7. **Prime Landlord's Consent.**

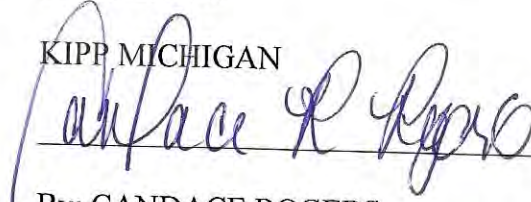
7.1. Sublease Conditioned Upon Consent. This Sublease is subject to, and conditioned upon, Sub-Landlord's obtaining the written consent of Prime Landlord to this Sublease (the "Prime Landlord's Consent").

7.2. Effect of Failure to Obtain Prime Landlord's Consent. If the Prime Landlord's Consent is required under the Prime Lease and Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease by the parties, either Sub-Landlord or Sub-Tenant may terminate this Sublease by giving written notice to the other at any time thereafter, but before Prime Landlord grants such consent. Upon such termination, (A) Sub-Landlord will return the Security Deposit and any prepaid rent to Sub-Tenant, (B) this Sublease will become null and void, and (C) neither party will have any liability or obligation to the other under this Sublease.

[signature page to follow]

Sub-Landlord:

KIPP MICHIGAN

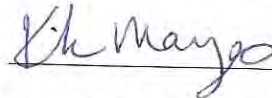


By: CANDACE ROGERS

Its: Superintendent

Sub-Tenant:

KIPP DETROIT IMANI ACADEMY



By: KIRK MAYES

Its: Board President

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease"), entered into as of February 25, 2022, by and between **ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT**, whose address 12 State Street, Detroit, Michigan 48226 (herein called "Landlord") and **KIPP MICHIGAN**, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave, Ste A, Okemos, MI 48864 (herein called "Tenant"):

WITNESSETH:

1. **The Leased Premises.** Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord a portion of the Leased Premises (as defined in below). As used in this agreement, the following terms shall have the meanings set forth below.

"Common Areas" shall mean the gymnasium, North basement meeting room, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.

"Leased Classrooms" shall mean classrooms 102, 103, 104, 106 (approximately 3,168 square feet total) located in the School Building.

"Leased Premises" consists of the Leased Classrooms and the Common Areas.

"Property" the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as 19321 West Chicago, Detroit, Michigan 48228 and more particularly described on the attached Exhibit A.

"School Building" shall mean the former St. Suzanne school building located on the Property.

1. **Occupancy.** Subject to the terms and conditions of this Lease, during the Term (as defined below), the Tenant will have the right to exclusive occupancy and use of the Leased Classrooms, and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants, including St. Suzanne Cody Rouge Community Resource Center, a subsidiary of St. Suzanne Our Lady Gate of Heaven Parish. Tenant shall make Landlord aware of special events outside of the normal school operating schedule that may require additional parking, and Landlord shall reasonably allow use, as available. Landlord acknowledges that the Tenant may be using the parking lot for parent and bus pick-up and drop-off. Landlord acknowledges and consents to, in anticipation of a public school academy occupation, Tenant will remove any religious symbols/icons in the lease premise. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). Landlord acknowledges that Tenant may have to re-key or create pass-key access to the premise. The Tenant shall provide to the pastor ("Pastor") of St. Suzanne Parish ("Parish") keys and all access codes, if applicable, for the Leased Premises. In the event that Landlord permits another tenant or occupant to occupy the School Building, the Parties shall provide written notice

to the Central Michigan University Charter Schools Office Director thirty (30) days prior to such occupancy.

2. **Term.** The term of this Lease begins July 1, 2022 and ends June 30, 2023. If the Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Tenant after expiration of the Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination. 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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution. Nothing in this Section shall prevent the Landlord from receiving Rent and other payments owed under the Lease prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the Lease prior to site closure or reconstitution. A termination under this Section 3, however, shall not constitute an "Event of Default" under Section 19 entitling the Landlord to Remedies under Section 20 or Recovery of Damages for Termination under Section 21.

3. **Use.** The Leased Premises are to be used and occupied only as a public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) and for no other purpose.

4. **Rent.** The Tenant agrees to pay the Landlord, without demand, offset or deduction, as base rental for the Leased Premises, on the first day of each and every month, in advance, (a) commencing July 1, 2022 through June 30, 2023, \$3,748.00 per month. All checks shall be payable to "St. Suzanne/Our Lady Gate of Heaven Parish," and shall be mailed to:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate

for any reason during the term hereof. Landlord will reimburse Tenant any and all unused pre-paid security rent, including prorated portions thereof, within 30 days of the Lease termination date.

5. **Utilities.** Tenant shall pay fifteen percent (15%) of all charges for all utilities used by Tenant or charged to the School Building from July 1, 2022 through the end of the Term, including, without limiting the generality of the foregoing, for gas, water, sewer,

electricity and heating service (collectively, "Utility Charges"). Tenant shall make such payments within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

Costs for security, waste disposal, pest control, and all other charges relating to the use, occupancy, general maintenance of the Premises shall be included within the Base Rent charge and the responsibility of the Landlord.

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

7. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) Except for the express obligations of Landlord set forth in Section 8(b) below ("Landlord's Obligations"), during the entire term of this Lease, including any extension period that the parties may agree upon pursuant to Section 33 hereof, Tenant agrees, at its sole cost and expense, to maintain the Leased Premises and fixtures in good order, condition and repair at all times. Tenant shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. –Tenant hereby acknowledges and agrees that except for Landlord's Obligations it is the intent of the parties that Landlord shall have no obligation whatsoever to repair or maintain any portion of the Leased Premises. Tenant acknowledges that all of its obligations under this Section apply to all of the Leased Premises, including, but not limited to, the Common Areas. Tenant shall reimburse Landlord for 30% of the cost of maintenance of the elevator, payable within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

(b) Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the structural components of the School Building, including, the roof and four outer walls, the heating boiler, including radiators and zone thermostats, and elevator maintenance, except for

damage caused by Tenant or anyone Tenant permits to use the Leased Premises, which shall be the obligation of the Tenant at its sole expense. In addition, Landlord shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises.

8. **Licenses.** If the nature of the Tenant's business requires licensure, Tenant shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

10. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rent, additional rent and other sums required to be paid by Tenant to Landlord hereunder at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid. No provision of the Lease shall interfere with the Tenant Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of a public school, and Nothing in this Lease shall interfere with Tenant Board's fiduciary responsibilities and ability to act as an independent, public body.

11. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Archbishop of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a Certificate of Insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that Landlord is entitled to recovery for the negligence of Tenant even though Landlord is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days' prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a Certificate of Insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such the amounts of _____ (\$ _____) and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance Charges"). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

12. **Indemnity.** To the extent permitted by law, Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective employees, managers, partners, officers, directors, attorneys, contractors, agents, successors and assigns (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by a Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (iv) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

Nothing in this Lease shall be construed as restricting Tenant from or requiring Tenant to waive its right to assert the protections of governmental immunity.

13. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the Landlord's prior written consent. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and

all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Except for fixtures purchased using Tenant funds, upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Fixtures purchased using Tenant funds shall be owned by Tenant upon vacation of the Leased Premises. Except for replacement fixtures purchased by Tenant under Section 8.1.(a)., Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease. The cost of all improvements made by Tenant to the Leased Property shall be reimbursed in whole by Landlord in the event Landlord terminates this Lease without cause prior to the end of the Term.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). To the extent permitted by law, Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

14. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the

other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the monthly base rental thereafter to be paid shall be reduced on a per square foot basis.

15. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant may, when permitted by appropriate governmental authority, pay any Tax over a period of time. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

16. **Additional Rent.** All payments and other charges, costs and expenses that the Tenant assumes or agrees to pay under this Lease, other than the payment of monthly base rent, including but not limited to Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease shall be deemed additional rent, and in the event of non-payment, Landlord shall have all the rights as herein provided for failure to pay monthly base rent. Tenant shall pay its share of Additional Costs on a monthly basis as an estimate (to be agreed upon in Lease Agreement) and will be trued up annually with actual costs presented by Landlord.

17. **Assignment and Subletting.** Tenant covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting

shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events may be deemed to be an assignment of this Lease: (i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial.

18. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- a. if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- c. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;
- d. if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 21 hereof; or
- b. Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable

to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or

- c. Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;
- d. Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- e. Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, reasonable attorney's fees and costs.
- f. Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 20(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid rental for the

balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and

- d. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord's Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rental. If Tenant shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rent.

22. **Tenant's Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of monthly base rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to any Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses (each a "Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

23. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to

time, without notice to Tenant, to access and inspect the Leased Premises to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

24. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Lease shall be governed by the laws of the State of Michigan. This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder. Time is of the essence in this Lease.

25. **Non-Waiver; Modifications.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Landlord hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced. All modifications, alterations and/or amendments of this Lease must be reviewed by Tenant's authorizing body designated representative, the Central Michigan University Charter Schools Office, before execution.

26. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

KIPP Michigan
19321 West Chicago
Detroit, Michigan 48228
Attn: Candace Rogers

27. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

28. **Damage to Leased Premises.** If the Leased Premises become wholly untenable through damage or destruction, this Lease shall automatically be terminated without any further action by the parties; if partially untenable, Landlord shall have the option of terminating this Lease at anytime within thirty (30) days after such casualty. If Landlord does not terminate this Lease, the Landlord shall repair the Leased Premises with all convenient speed. The obligation of the Tenant to pay the monthly base rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

29. **Right to Terminate.** This Lease may be terminated at any time by Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a school year runs from July 1 to the following June 30.

30. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

31. **"AS IS"; No Representations.** Except as otherwise stated in this Lease, including, but not limited to, Sections 38 and 39, Tenant accepts the Leased Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been

made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises. This Lease is not made in reliance upon any representation whatsoever.

32. **Extensions.** The Lease Agreement will automatically extend to a second year (July 1, 2023 to June 30, 2024) unless Tenant provides written notice to Landlord by January 1, 2023 of Tenant's intention to terminate this Lease at the end of the initial Term. In the case of an extension, Landlord and Tenant shall come to an agreement on a Letter of Understanding between the parties, which will define the mutually acceptable modifications to the Leased Premises (i.e., additional classrooms for 2nd year).

33. **Intentionally Deleted**

34. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to an amount that is fair and reasonable for the market at the time this Lease is executed, as determined by the parties.

35. **Reserved.**

36. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

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

38. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises.

(b) Subject to the subsection 11.(c). with respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and

perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) Landlord is solely responsible for investigating the existence of, cleaning, removing, remediating, or otherwise handling Hazardous Material, including asbestos as addressed below, which: (1) existed on the Leased Premises prior to inception of this Lease; and/or (2) which is discovered during the Term of this Lease. Tenant is neither responsible nor liable, in whole or in part, for the release of Hazardous Material, including asbestos, that existed on the Leased Property prior to execution of this Lease. Landlord hereby agrees to indemnify and hold Tenant harmless from all costs, liability and loss of any kind against all claims in any way arising out of Landlord's use or prior use of Hazardous Material at the Leased Premises.

(d) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.); or (6) Asbestos Hazard Emergency Response Act, 15 U.S.C. Section 2601 et seq., including any legal equivalent under Michigan law, regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

39. Asbestos.

Landlord, at Landlord's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Tenant's obligations thereunder. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion,

and all contracts with such contractors shall expressly provide that Tenant is a third party beneficiary of such contract. Tenant hereby indemnifies and holds Tenant harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

40. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

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

42. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Lease for the purposes of recordation. Said memorandum of this Lease shall describe the parties, the Leased Premises, the term of this Lease and any special provisions, except rentals payable hereunder, and shall incorporate this Lease by reference.

43. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

Tenant shall be allowed to install general directional/identification signage and basic interior and

exterior school signage as reasonably approved by the Landlord.

44. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all reasonable attorneys' fees and expenses so incurred by Landlord.

45. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

46. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

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

48. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). The Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, because of a termination of the Use Agreement. Rather, the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into

a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in the Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to modify the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

49. **Audits.** Landlord agrees to make all records in his possession related to Tenant and this Lease available to Tenant's independent auditor and Tenant's authorizing body representative, Central Michigan University Charter Schools Office, upon request.

50. **Procurement.** All equipment, materials and supplies procured by Landlord on behalf or at the request of Tenant must comply with applicable competitive bidding requirements under Michigan's Revised School Code, MCL 380.1, et seq. Landlord is prohibited from including additional fees or other monetary amounts to the cost of the equipment, materials and supplies, except for actual costs incurred by Landlord, which may include shipping, taxes, permits, installation costs, and similar expenses.

51. **Additional provisions.** Agreement as it relates specifically to Leased Classroom 102 is contingent upon childcare center successfully receiving authorization to relocate current services within that room to the second floor.

51. Landlord hereby acknowledges that in addition to this Lease, Tenant is subleasing other space in the premises owned by Landlord. Landlord hereby acknowledges and consents for the subleases with Tenant at the terms stated therein.

52. This Lease is contingent upon any occupancy permits to Tenant and any needed nondisapproval by Authorizer of the Academy to be formed.

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have executed this Lease the day and year first written above.

IN THE PRESENCE OF:

Rm David Smayda

LANDLORD:

Allen H. Vigneron

Allen H. Vigneron, Roman Catholic
Archbishop of the Archdiocese of Detroit

TENANT:

DocuSigned by:

Candace Rogers

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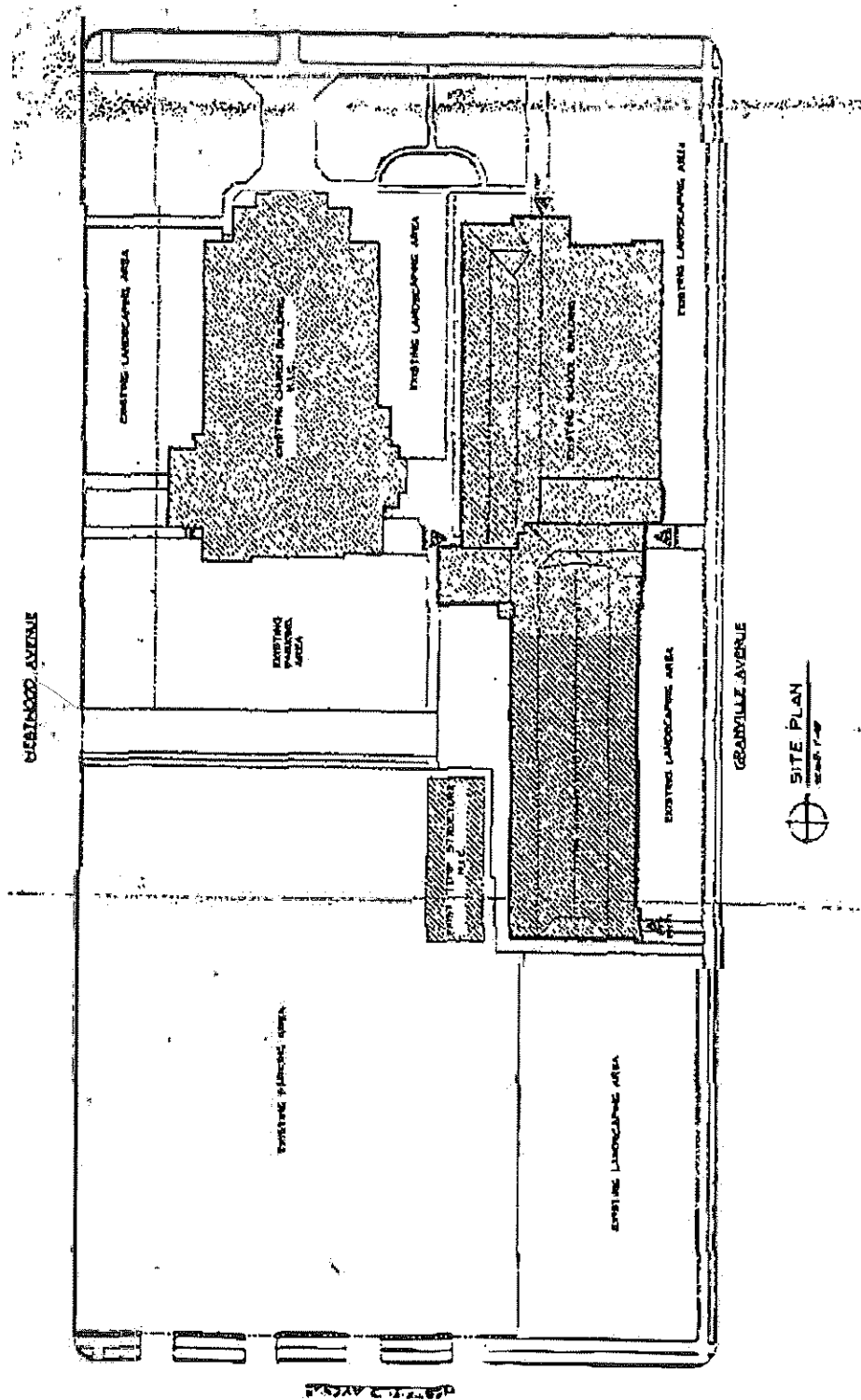
KIPP Michigan, a Michigan Non-profit
corporation

By: Candace Rogers

Its: Superintendent

EXHIBIT A

PROPERTY



SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), shall be effective July 1, 2023 by and between **KIPP MICHIGAN**, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave., Ste. A, Okemos, Michigan 48864 (the "Sub-Landlord") and **KIPP DETROIT IMANI ACADEMY** (the "Academy" or "KDIA"), a Michigan public school academy organized under the Revised School Code (the "Sub-Tenant").

1. BASIC LEASE PROVISIONS.

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Sub-Tenant: KIPP Detroit Imani Academy.
- C. Sub-Tenant's Address (for notices): 36237 Weber Drive, Sterling Heights, Michigan 48310.
- D. Sub-Landlord: KIPP Michigan.
- E. Sub-Landlord's Address (for notices): 2222 W. Grand River Ave., Ste. A, Okemos, Michigan 48864.
- F. Prime Landlord: Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese Of Detroit.
- G. Prime Landlord's Address (for notices):
St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- H. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Sub-Landlord dated April 18, 2020, as it may be amended from time to time.
- I. Sublease Term: Begins July 1, 2023 and ends June 30, 2024.
- J. Commencement Date (subject to change as specified in Section 2.2. or Section 5 hereof): July 1, 2023.
- K. Expiration Date: June 30, 2024.
- L. Base Rent: Forty Six Thousand Two Hundred Forty-Two and 00/100 Dollars (\$46,242.00) per annum. Base monthly rent shall be Three Thousand Eight Hundred Fifty-Three Dollars and Fifty Cents (\$3,853.50).
- M. Payee of Rent: KIPP Michigan.
- N. Address for Payment of Rent: 19321 West Chicago, Detroit, Michigan 48228.
- O. Utilities Sublease Share: Five percent (5%).

P. Description of Premises:

1. "Common Areas" shall mean the gymnasium, North basement meeting room, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.
2. "Leased Rooms" shall mean the South Basement Hall, southeastern most 441 sf of the North Basement Hall, and the Coaches Office adjacent to the gymnasium, located in the School Building. South Basement shall be available for after-school activities which do not obstruct or interfere with Sub-Tenant's personal property based on Sub-Tenant's prior approval. The terms of this Sub Lease reflect a 15% reduction in base rental rate for this specific room in exchange for this consideration.
3. "Leased Premises" consists of the Leased Rooms and the Common Areas.

Q. Security Deposit: \$0

R. Sub-Tenant's Use: The Leased Premises are to be used and occupied only for the programs sponsored by KIPP Imani Detroit Academy and related activities and no other purpose.

S. Broker: Not applicable

RECITALS

A. Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Prime Landlord"), entered into a certain Lease Agreement dated as of February 28, 2020 (the "Prime Lease"), whereby Prime Landlord leases to KIPP Michigan approximately 3,750 rentable square feet of space consisting of "Common Areas" as defined in the Prime Lease and Classroom 204 and South Basement Hall (the "Premises") in a building located at 19321 West Chicago, Detroit, Michigan 48228 (the "School Building").

B. The Academy is a public school academy authorized pursuant to a contract (the "Contract") issued by the Central Michigan University Board of Trustees ("CMU") and operates under the direction of the KDIA Board of Directors ("KDIA Board" or the "Board").

C. Sub-Landlord desires to sublet the Premises to Sub-Tenant (collectively, the "Parties"), and Sub-Tenant desires to sublet the Premises from Sub-Landlord for the operation of the Academy.

D. The Parties have requested that Prime Landlord consent to the Sublease.

E. The Parties desire to enter into this Sublease on the terms and conditions set forth herein.

F. Prime Landlord desires to consent to this Sublease on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **DEFINITIONS.** Except as otherwise expressly set forth herein, all capitalized terms used herein shall have the meanings given such terms in the Prime Lease.

2. **DEMISE; TERM.**

2.1. Demise. Sub-Landlord hereby subleases the Subleased Premises to Sub-Tenant, and Sub-Tenant hereby subleases the Subleased Premises from Sub-Landlord, together with all fixtures installed in the Subleased Premises by or for the benefit of Sub-Landlord, and also together with all appurtenances and rights ancillary to the Subleased Premises.

2.2. Term. Subject to Section 5, the term of this Sublease (the "Sublease Term") shall commence on the date (hereinafter "Commencement Date") which is the earlier to occur of:

- a) The date specified in Section 1(J); or
- b) The date Sub-Tenant first occupies all or part of the Premises. The Term shall expire on the date ("Expiration Date") specified in Section 1(K), unless sooner terminated as otherwise provided elsewhere in this Sublease.

3. **PRIME LEASE.** Sub-Landlord is the tenant under a Prime Lease (the "Prime Lease") with the Prime Landlord identified in Section 1(F), bearing the date specified in Section 1(H). Sub-Landlord represents and warrants to Sub-Tenant that (a) Sub-Landlord has delivered to Sub-Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Sub-Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Sub-Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3.1. Terms of Sublease Identical With Prime Lease. It is intended that the terms and conditions of this Sublease shall be identical to the terms and conditions of the Prime Lease as they relate to the Subleased Premises, including but not limited to provisions in the Prime Lease that this Sublease will terminate automatically without penalty to Sub-Tenant in the event the Academy's Charter Contract is terminated or a reconstitution of the Academy is required or the Academy site is closed. Additionally, Sub-Landlord and Sub-Tenant agree that:

3.1.1. Each and every term, condition, covenant and agreement of the Prime Lease, as it relates to the Subleased Premises, is a term, condition, covenant and agreement of this Sublease, and is incorporated in this Sublease by reference, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease;

3.1.2. Sub-Tenant shall perform all obligations and comply with all terms, conditions, covenants and agreements of Sub-Landlord as tenant under the Prime Lease for the Sublease Term, as they relate to the Subleased Premises, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sub-Lease; and

3.1.3. The term "Landlord" as set forth in the Prime Lease shall mean Sub-Landlord in this Sublease and the term "Tenant" as set forth in the Prime Lease shall mean Sub-Tenant in this Sublease.

3.2. Terms Not Incorporated. Notwithstanding the provisions of Section 3.1 of this Sublease, the following provisions of the Prime Lease are not incorporated in or made part of this Sublease: N/A.

3.3. Sublease Controls. If there is a conflict between the stated terms and conditions in this Sublease and those set forth in the Prime Lease, the terms and conditions set forth in this Sublease control.

3.4. Performance To Be Tendered To Prime Landlord. Except as otherwise provided in this Sublease, Sub-Tenant may tender performance of its obligations directly to Prime Landlord so that all of Sub-Landlord's obligations under the Prime Lease accruing during the Sublease Term with respect to the Subleased Premises shall be fully satisfied and discharged by Sub-Tenant's performance.

3.5. Covenant Against Actions Causing Default Under Prime Lease. Sub-Tenant shall not do or cause to be done or suffer or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Landlord's rights under the Prime Lease to be cancelled, terminated, forfeited or prejudiced or which would render Sub-Landlord liable for any damages, fines, claims, penalties, costs or expenses under the Prime Lease. So long as Sub-Tenant is not in Default under this Sublease beyond any applicable notice, grace or cure periods, Sub-Landlord shall not commit any act or omission during the Sublease Term that would lead to the termination or surrender of the Prime Lease.

3.6. Sub-Landlord's Representations and Warranties. As an inducement to Sub-Tenant to enter the Sublease, Sub-Landlord represents and warrants that:

3.6.1. Sub-Landlord has the full right to enter into this Sublease (subject, however, to Prime Landlord's consent);

3.6.2. The Prime Lease is in full force and effect and Sub-Landlord shall not amend or modify the Prime Lease in any manner that would materially decrease Sub-Tenant's rights and privileges or materially increase Sub-Tenant's obligations;

3.6.3. Sub-Landlord has not received from Prime Landlord any notice of any default on the part of Sub-Landlord under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists nor has Sub-Landlord given Prime Landlord notice of any default on the part of Prime Landlord or Sub-Landlord under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists;

3.6.4. Sub-Landlord has submitted to Sub-Tenant a true and complete copy of the Prime Lease, a copy of which is attached hereto as **Exhibit A**;

3.6.5. To the extent Prime Landlord's consent or approval is required hereunder, Sub-Landlord shall use commercially reasonable efforts to promptly obtain such consent or approval;

3.6.6. Sub-Landlord shall not cause or permit to be done any act or thing which would constitute a default under the Prime Lease which would cause the Prime Lease or any of Sub-Tenant's rights hereunder to be cancelled, terminated, forfeited or prejudiced.

4. **SUBLEASE**. Sub-Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Sub-Tenant to be performed, hereby subleases to the Sub-Tenant, and the Sub-Tenant accepts from the Sub-Landlord, certain space described in Section 1(P) (the "Premises") and located in the building (the

"Building"), situated on and a part of the property (the "Property") legally described in Exhibit A attached hereto and made a part hereof.

5. **POSSESSION.** Sub-Landlord agrees to deliver possession of the Premises on or before the date specified in Section 1(J) in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. **SUB-TENANT'S USE.** The Premises shall be used and occupied only for the Sub-Tenant's Use set forth in Section 1(R).

7. **RENT.** Beginning on the Commencement Date, Sub-Tenant agrees to pay the Base Rent set forth in Section 1(L) to the Payee specified in Section 1 (M), at the address specified in Section 1 (N), or to such other payee or at such other address as may be designated by notice in writing from Sub-Landlord to Sub-Tenant, without prior demand therefor and without any setoff or deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Sub-Tenant to Sub-Landlord upon execution of this Sublease by Sub-Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Sub-Tenant to Sub-Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Sub-Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Sub-Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Sub-Landlord to Prime Landlord for an equivalent default under the Prime Lease.

8. **ADDITIONAL RENT:** Sub-Tenant is to reimburse Sub-Landlord for a portion of the costs of janitorial/custodial services contracted by the Sub-Landlord as follows: \$980.00 per month.

9. **SUB-TENANT'S OBLIGATIONS.** Sub-Tenant shall be responsible for, and shall pay the following:

A. Reserved.

B. All maintenance, repairs and replacements as to the Premises and its equipment, to the extent Sub-Landlord is obligated to perform the same under the Prime Lease.

10. **QUIET ENJOYMENT.** Sub-Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Sub-Tenant is not in default in the performance of its covenants and agreements in this Sublease, Sub-Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Sub-Landlord.

11. **SUB-TENANT'S INSURANCE.** Sub-Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Sub-Landlord under the Prime Lease, naming Sub-Landlord, as well as Prime Landlord and the related parties required to be named as additional insureds under the Prime Lease, in the manner required therein, and such property insurance as is required to be carried by Sub-Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Sub-Landlord to insure leasehold improvements or alterations, then Sub-Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by

Sub-Tenant. Sub-Tenant shall furnish to Sub-Landlord a certificate of Sub-Tenant's insurance required hereunder not later than ten (10) days prior to Sub-Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Sub-Tenant hereby waives claims against Prime Landlord and Sub-Landlord for property damage to the Premises or its contents if and to the extent that Sub-Landlord waives such claims against the "Landlord Parties" as defined in the Prime Lease (herein referred to as the "Prime Landlord Related Parties"). Sub-Tenant agrees to obtain, for the benefit of Prime Landlord and Sub-Landlord, such waivers of subrogation rights from its insurer as are required of Sub-Landlord under the Prime Lease.

12. ASSIGNMENT OR SUBLETTING.

A. Sub-Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Sub-Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof, or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Sub-Tenant. Sub-Landlord's consent to an assignment of this Sublease or a further sublease of the Premises shall not be unreasonably withheld, and if Sub-Landlord consents thereto, Sub-Landlord shall use reasonable efforts to obtain the consent of Prime Landlord if such consent is required to be obtained under the Prime Lease. Any cost of obtaining Prime Landlord's consent shall be borne by Sub-Tenant.

B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Sub-Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Sub-Tenant from Sub-Tenant's obligations and agreements hereunder and Sub-Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. RULES. Sub-Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Sub-Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. REPAIRS AND COMPLIANCE. Sub-Tenant shall promptly pay for the repairs set forth in Section 9(B) hereof and Sub-Tenant shall, at Sub-Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Sub-Tenant's particular use or manner of use thereof, except that Sub-Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Sub-Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Sub-Tenant, or is required by reason of a breach of any of Sub-Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

15. FIRE OR CASUALTY OR EMINENT DOMAIN. In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Sub-Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Sub-Tenant. In the event Sub-Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Sub-Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Sub-Landlord the obligation to repair or restore leasehold improvements or alterations, Sub-Tenant shall be responsible for repair or restoration of leasehold improvements or alterations. Sub-Tenant shall make any insurance proceeds resulting from the loss which Sub-Landlord is obligated to repair or restore available to Sub-Landlord and shall permit Sub-Landlord to enter the Premises to perform the same, subject to such conditions as Sub-Tenant may reasonably impose.

16. ALTERATIONS. Sub-Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Sub-Tenant's proposed Alterations would not constitute a default under the Prime Lease, Sub-Landlord's consent thereto shall none the less be required, but Sub-Landlord's consent to such Alterations shall not be unreasonably withheld, and if Sub-Landlord consents thereto, Sub-Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Sub-Tenant are permitted or consented to as aforesaid, Sub-Tenant shall comply with all of the covenants of Sub-Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Sub-Tenant shall indemnify, defend and hold harmless Sub-Landlord and Prime Landlord Related Parties against liability, loss, cost, damage, liens and expense imposed on Sub-Landlord arising out of the performance of Alterations by Sub-Tenant.

17. SURRENDER. Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Sub-Tenant's right to possession of the Premises, Sub-Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Sub-Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Sub-Tenant's failure to perform maintenance, repairs or replacements as required of Sub-Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Sub-Tenant). Sub-Tenant shall surrender to Sub-Landlord all keys to the Premises and make known to Sub-Landlord the combination of all combination locks which Sub-Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Sub-Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Sub-Tenant; provided, however, that Sub-Landlord shall have the right to require Sub-Tenant to remove any Alterations made by Sub-Tenant, or portion thereof. Said right shall be exercisable by Sub-Landlord's giving written notice thereof to Sub-Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Sub-Tenant shall also remove any Alterations made by Sub-Tenant, or portion thereof, which Prime Landlord may require Sub-Landlord to remove,

pursuant to the terms of the Prime Lease. In any such event, Sub-Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Sub-Landlord or Prime Landlord requires removal of any Alteration made by Sub-Tenant, or a portion thereof, and Sub-Tenant does not make such removal in accordance with this Section, Sub-Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Sub-Tenant, or warehouse the same. Sub-Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Sub-Landlord and Sub-Tenant, Sub-Tenant shall not be required to remove any Alterations performed by Sub-Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the Term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Sub-Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Sub-Tenant shall permit Sub-Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Sub-Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. REMOVAL OF SUB-TENANT'S PROPERTY. Upon the expiration of this Sublease, Sub-Tenant shall remove Sub-Tenant's articles of personal property incident to Sub-Tenant's business ("Trade Fixtures"); provided, however, that Sub-Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Sub-Tenant does not remove Sub-Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Sub-Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Sub-Tenant, or warehouse the same, and Sub-Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Sub-Landlord on demand, or Sub-Landlord may treat said Trade Fixtures as having been conveyed to Sub-Landlord with this Lease as a Bill of Sale, without further payment or credit by Sub-Landlord to Sub-Tenant.

19. HOLDING OVER. Sub-Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Sub-Tenant's right to possession in consequence of an Event of Default hereunder. In the event Sub-Tenant or any party claiming by, through or under Sub-Tenant's holds over, Sub-Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Sub-Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Sub-Tenant or any party claiming by, through or under Sub-Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Sub-Tenant's right to possession, Sub-Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Sub-Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Sub-Tenant's right to possession. The acceptance by Sub-Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. ENCUMBERING TITLE. Sub-Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the

interest or estate of Prime Landlord or Sub-Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Sub-Tenant, or by reason of any other act or omission of Sub-Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Sub-Tenant shall accrue only against the subleasehold estate of Sub-Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Sub-Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Sub-Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Sub-Tenant or claimed to have been furnished to Sub-Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Sub-Tenant, provided, however, that if so permitted under the Prime Lease, Sub-Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Sub-Tenant shall give to Prime Landlord and Sub-Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim of lien, Sub-Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. INDEMNITY. Sub-Tenant agrees to indemnify Sub-Landlord and hold Sub-Landlord harmless from all losses, damages, liabilities and expenses which Sub-Landlord may incur, or for which Sub-Landlord may be liable to Prime Landlord or any other Prime Landlord Related Party, arising from the acts or omissions of Sub-Tenant which are the subject matter of any indemnity or hold harmless of Sub-Landlord to Prime Landlord or any other Prime Landlord Related Party under the Prime Lease.

22. SUB-LANDLORD'S RESERVED RIGHTS. Sub-Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.

23. DEFAULTS. Sub-Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Sub-Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Sub-Tenant asking reorganization of Sub-Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Sub-Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Sub-Tenant shall institute any proceedings for relief of Sub-Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Sub-Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Sub-Tenant or any of the property of Tenant; or

D. Sub-Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Sub-Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof, or

G. Sub-Tenant shall abandon the Premises during the Term hereof; or

H. Sub-Tenant shall default in any payment of Rent required to be made by Sub-Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Sub-Tenant ; or

I. Sub-Tenant shall default in securing insurance or in providing evidence of insurance as set forth in Section 11 of this Sublease or shall default with respect to lien claims as set forth in Section 20 of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Sub-Tenant; or

J. Sub-Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Sub-Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Sub-Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Sub-Tenant.

24. REVOCATION OR TERMINATION OF CONTRACT. If the Sub-Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Sub-Tenant after expiration of the Sub-Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Sub-Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination.

25. AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSTITUTION. In the event that the Sub-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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Sub-Tenant, and the Sub-Landlord shall have no recourse penalty for early termination.

26. REMEDIES. Upon the occurrence of any one or more Events of Default, Sub-Landlord may exercise any remedy against Sub-Tenant which Prime Landlord may exercise for default by Sub-Landlord under the Prime Lease.

27. SECURITY DEPOSIT. To secure the faithful performance by Sub-Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Sub-Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Sub-Tenant has deposited with Sub-Landlord the Security Deposit as specified in Section 1(Q) on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Sub-Landlord may have on account thereof, and upon such application Sub-Tenant shall pay Sub-Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Sub-Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Sub-Landlord's assignee and if the same be turned over as aforesaid, Sub-Tenant hereby releases Sub-Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Sub-Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Sub-Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Sub-Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Sub-Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Sub-Tenant has vacated the Premises and surrendered possession thereof to Sub-Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Sub-Landlord terminates this Sublease or Sub-Tenant's right to possession by reason of an Event of Default by Sub-Tenant, Sub-Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Sub-Tenant's default; and (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Sub-Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due to Sub-Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Sub-Landlord in partial liquidation of Sub-Landlord's damages.

28. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Sub-Tenant, addressed to Sub-Tenant at the address specified in Section 1(C) or at such other place as Sub-Tenant may from time to time designate by notice in writing to Sub-Landlord or (b) if for Sub-Landlord, addressed to Sub-Landlord at the address specified in Section 1(E) or at such other place as Sub-Landlord may from time to time designate by notice in writing to Sub-Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of

any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.

29. PROVISIONS REGARDING SUBLEASE. This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Sub-Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Sub-Landlord against a default by Sub-Tenant which might cause a default or event of default by Sub-Landlord under the Prime Lease:

A. Provided Sub-Tenant shall timely pay all Rent when and as due under this Sublease, Sub-Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Sub-Landlord to Prime Landlord under the Prime Lease.

B. Except as otherwise expressly provided herein, Sub-Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Sub-Tenant on behalf of Sub-Landlord. For example, Sub-Landlord shall at all times keep in full force and effect all insurance required of Sub-Landlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Sub-Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Sub-Tenant shall perform affirmative covenants which are also covenants of Sub-Landlord under the Prime Lease at least five (5) days prior to the date when Sub-Landlord's performance is required under the Prime Lease. Sub-Landlord shall have the right to enter the Premises to cure any default by Sub-Tenant under this Section.

D. Reserved.

E. Sub-Landlord hereby grants to Sub-Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Sub-Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Sub-Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Sub-Landlord shall have no responsibility for or be liable to Sub-Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Sub-Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Sub-Landlord, under the Prime Lease.

30. RESERVED.

31. PRIME LANDLORD'S CONSENT. This Sublease and the obligations of the parties hereunder are expressly conditioned upon Sub-Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Sub-Tenant shall promptly deliver to Sub-Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Sub-Tenant's business and/or the financial condition of Sub-Tenant. Sub-Landlord and Sub-Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Sub-Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Sub-Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Sub-Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Sub-Tenant may use the Premises for the purpose set forth in Section 1(R) and that Sub-Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Sub-Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent. Upon such termination, (A) Sub-Landlord will return the Security Deposit and any prepaid rent to Sub-Tenant, (B) this Sublease will become null and void, and (C) neither party will have any liability or obligation to the other under this Sublease.

32. BROKERAGE. Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease other than the Broker as specified in Section 1(S), whose commission shall be paid by Sub-Landlord, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

33. FORCE MAJEURE. Sub-Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Sub-Landlord's part to be performed, if Sub-Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Sub-Tenant or Sub-Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Sub-Landlord. This Section shall not be applicable, however, if Sub-Landlord's failure timely to perform creates a default by Sub-Landlord under the prime Lease.

34. ADDITIONAL PROVISIONS (none if left blank).

[signature page(s) to follow]

The parties have executed this Sublease as of the day and year first above written.

SUB-LANDLORD:

KIPP MICHIGAN

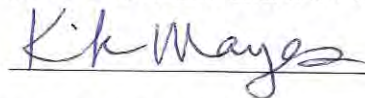
A handwritten signature in blue ink, appearing to read "Candace R. Rogers", is written over a horizontal line.

By: CANDACE ROGERS

Its: Superintendent

SUB-TENANT:

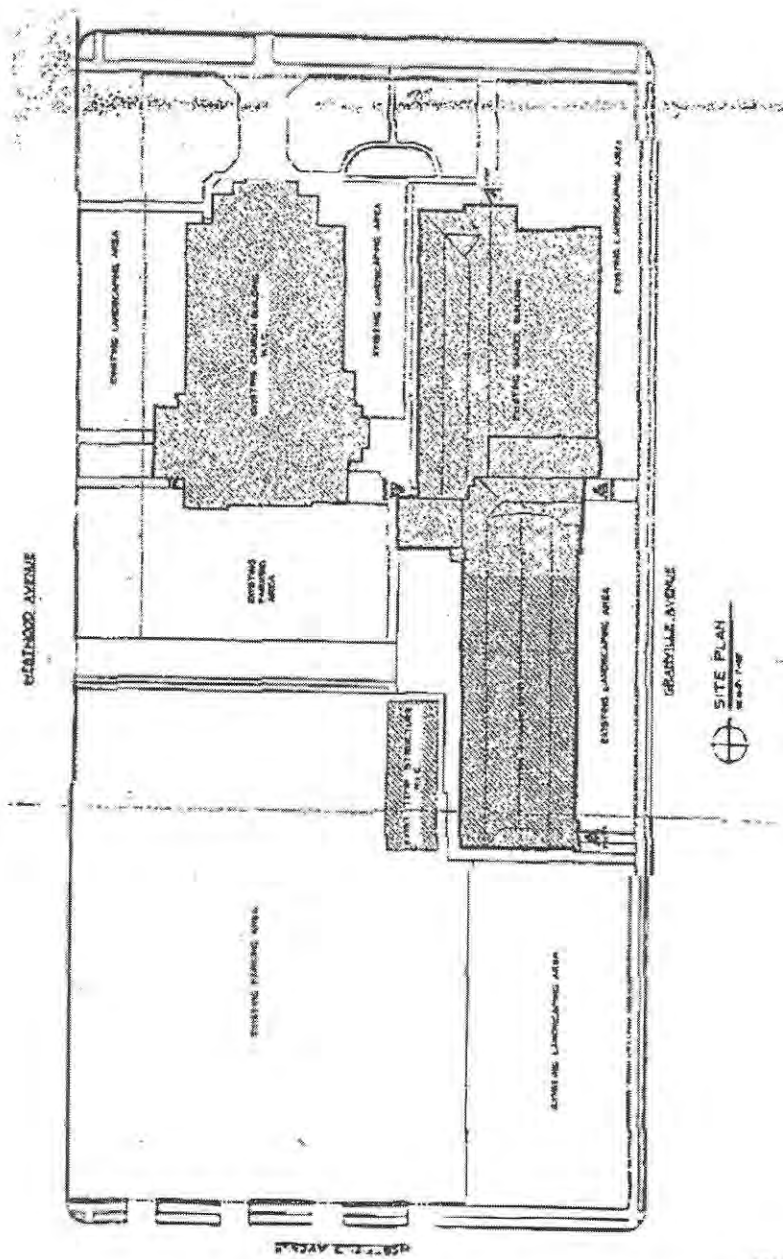
KIPP DETROIT IMANI ACADEMY

A handwritten signature in blue ink, appearing to read "Kirk Mayes", is written over a horizontal line.

By: KIRK MAYES

Its: Board President

EXHIBIT A PROPERTY



4869-9529-9173 v1 [100665-1]

SUBLEASE

THIS SUBLEASE is made and entered into this 15th day of June, 2023 by and between **ST. SUZANNE CODY ROUGE COMMUNITY RESOURCE CENTER** ("Landlord") and **KIPP: Detroit** ("Tenant").

1. BASIC LEASE PROVISIONS.

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Tenant's Address: 2222 W. Grand River Ave., Ste A, Okemos, Michigan 48864
- C. Landlord's Address (for notices): 19321 West Chicago, Detroit, Michigan 48228.
- D. Prime Landlord: Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese Of Detroit.
- E. Prime Landlord's Address (for notices):
St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- F. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Landlord dated April 18, 2020, as it may be amended from time to time.
- G. Sublease Term: Begins July 1, 2023 and ends June 30, 2024.
- H. Commencement Date (subject to change as specified in Section 4 or Section 5 hereof): July 1, 2023.
- I. Expiration Date: June 30, 2024.
- J. Base Rent: Forty Six Thousand Two Hundred Forty-Two and 00/100 Dollars (\$46,242.00) per annum. Base monthly rent shall be 3,853.50.
- K. Payee of Rent: St. Suzanne Cody Rouge Community Resource Center.

48228. L. Address for Payment of Rent: 19321 West Chicago, Detroit, Michigan

M. Utilities Sublease Share: Five percent (5%).

N. Description of Premises:

(1) "Common Areas" shall mean the entryways, stairways, hallways in the School Building, gymnasium, north basement hall, the walkways, playgrounds and parking lot on the Property. Common areas gymnasium and north basement hall are scheduled subject to common building calendar.

(2) "Leased Rooms: shall mean the South Basement Hall, southeasternmost 441 sf of the North Basement Hall, and the Coaches Office adjacent to the gymnasium, located in the School Building. South Basement shall be available for after-school activities which do not obstruct or interfere with Tenant's personal property based on Tenant's prior approval. The terms of this Sub Lease reflect a 15% reduction in base rental rate for this specific room in exchange for this consideration.

(3) "Leased Premises" consists of the Leased Classrooms and the Common Areas.

O. Security Deposit: \$0

P. Tenant's Use: The Leased Premises are to be used and occupied only for the programs sponsored by KIPP: Detroit and related activities and no other purpose.

Q. Broker: Not applicable

2. **PRIME LEASE.** Landlord is the tenant under a Prime Lease (the "Prime Lease") with the Prime Landlord identified in Section 1(D), bearing the date specified in Section 1(F). Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3. **SUBLEASE.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in Section 1(N) (the "Premises") and located in the building (the "Building"), situated on and a part of the property (the "Property") legally described in Exhibit A attached hereto and made a part hereof.

4. **TERM.** Subject to Section 5, the term of this Lease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") which is the earlier to occur of:

A. The date specified in Section 1(H); or

B. The date Tenant first occupies all or part of the Premises. The Term shall expire on the date ("Expiration Date") specified in Section 1(I), unless sooner terminated as otherwise provided elsewhere in this Sublease.

5. **POSSESSION.** Landlord agrees to deliver possession of the Premises on or before the date specified in Section 1(H) in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. **TENANT'S USE.** The Premises shall be used and occupied only for the Tenant's Use set forth in Section 1(P).

7. **RENT.** Beginning on the Commencement Date, Tenant agrees to pay the Base Rent set forth in Section 1(J) to the Payee specified in Section 1(K), at the address specified in Section 1(L), or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any setoff or deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Tenant to Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Landlord to Prime Landlord for an equivalent default under the Prime Lease.

8. **ADDITIONAL RENT:** Tenant is to reimburse Landlord for a portion of the costs of janitorial/custodial services contracted by the Landlord as follows: \$980.00 per month.

9. **TENANT'S OBLIGATIONS.** Tenant shall be responsible for, and shall pay the following:

A. Reserved.

B. All maintenance, repairs and replacements as to the Premises and its equipment, to the extent Landlord is obligated to perform the same under the Prime Lease.

10. **QUIET ENJOYMENT.** Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Tenant is not in default in the performance of its covenants and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord.

11. **TENANT'S INSURANCE.** Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Landlord under the Prime Lease, naming Landlord, as well as Prime Landlord and the related parties required to be named as additional insureds under the Prime Lease, in the manner required therein, and such property insurance as is required to be carried by Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Landlord to insure leasehold improvements or alterations, then Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Tenant. Tenant shall furnish to Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Tenant hereby waives claims against Prime Landlord and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against the "Landlord Parties" as defined in the Prime Lease (herein referred to as the "Prime Landlord Related Parties"). Tenant agrees to obtain, for the benefit of Prime Landlord and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease.

12. **ASSIGNMENT OR SUBLETTING.**

A. Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof, or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant. Landlord's consent to an assignment of this Sublease or a further sublease of the Premises shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord if such consent is required to be obtained under the Prime Lease. Any cost of obtaining Prime Landlord's consent shall be borne by Tenant.

B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. **RULES.** Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. **REPAIRS AND COMPLIANCE.** Tenant shall promptly pay for the repairs set forth in Section 9(B) hereof and Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Tenant's particular use or manner of use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Tenant's

particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations. Tenant shall make any insurance proceeds resulting from the loss which Landlord is obligated to repair or restore available to Landlord and shall permit Landlord to enter the Premises to perform the same, subject to such conditions as Tenant may reasonably impose.

16. **ALTERATIONS.** Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Tenant's proposed Alterations would not constitute a default under the Prime Lease, Landlord's consent thereto shall none the less be required, but Landlord's consent to such Alterations shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall comply with all of the covenants of Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Prime Landlord Related Parties against liability, loss, cost, damage, liens and expense imposed on Landlord arising out of the performance of Alterations by Tenant.

17. **SURRENDER.** Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is permitted to leave on the

Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord's giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which Prime Landlord may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Landlord or Prime Landlord requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the Term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. **REMOVAL OF TENANT'S PROPERTY.** Upon the expiration of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord on demand, or Landlord may treat said Trade Fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. **HOLDING OVER.** Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default hereunder. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Tenant's right to possession. The

acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. **ENCUMBERING TITLE.** Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the subleasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Prime Landlord and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. **INDEMNITY.** Tenant agrees to indemnify Landlord and hold Landlord harmless from all losses, damages, liabilities and expenses which Landlord may incur, or for which Landlord may be liable to Prime Landlord or any other Prime Landlord Related Party, arising from the acts or omissions of Tenant which are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord or any other Prime Landlord Related Party under the Prime Lease.

22. **LANDLORD'S RESERVED RIGHTS.** Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.

23. **DEFAULTS.** Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any

proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof, or

G. Tenant shall abandon the Premises during the Term hereof; or

H. Tenant shall default in any payment of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in Section II of this Sublease or shall default with respect to lien claims as set forth in Section 20 of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

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

25. **AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSTITUTION.** 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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease

Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse penalty for early termination.

26. **REMEDIES.** Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant which Prime Landlord may exercise for default by Landlord under the Prime Lease.

27. **SECURITY DEPOSIT.** To secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit as specified in Section 1(0) on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's assignee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Landlord terminates this Sublease or Tenant's right to possession by reason of an Event of Default by Tenant, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; and (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

28. **NOTICES AND CONSENTS.** All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Tenant, addressed to Tenant at the address specified in Section 1(B) or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in Section 1(C) or at such other place as Landlord

may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.

29. **PROVISIONS REGARDING SUBLEASE.** This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Prime Lease.

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Reserved.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder.

except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Prime Lease.

30. **RESERVED.**

31. **PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for the purpose set forth in Section 1(P) and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent.

32. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease other than the Broker as specified in Section 1(Q), whose commission shall be paid by Landlord, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

33. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Landlord. This Section shall not be applicable, however, if Landlord's failure timely to perform creates a default by Landlord under the prime Lease.

34. **ADDITIONAL PROVISIONS** (none if left blank).

[remainder of page intentionally left blank]

The parties have executed this Sublease as of the day and year first above written.

Landlord:

Deacon Ch. Remus

By: Deacon Chris Remus

Its: Christian Remus Board President

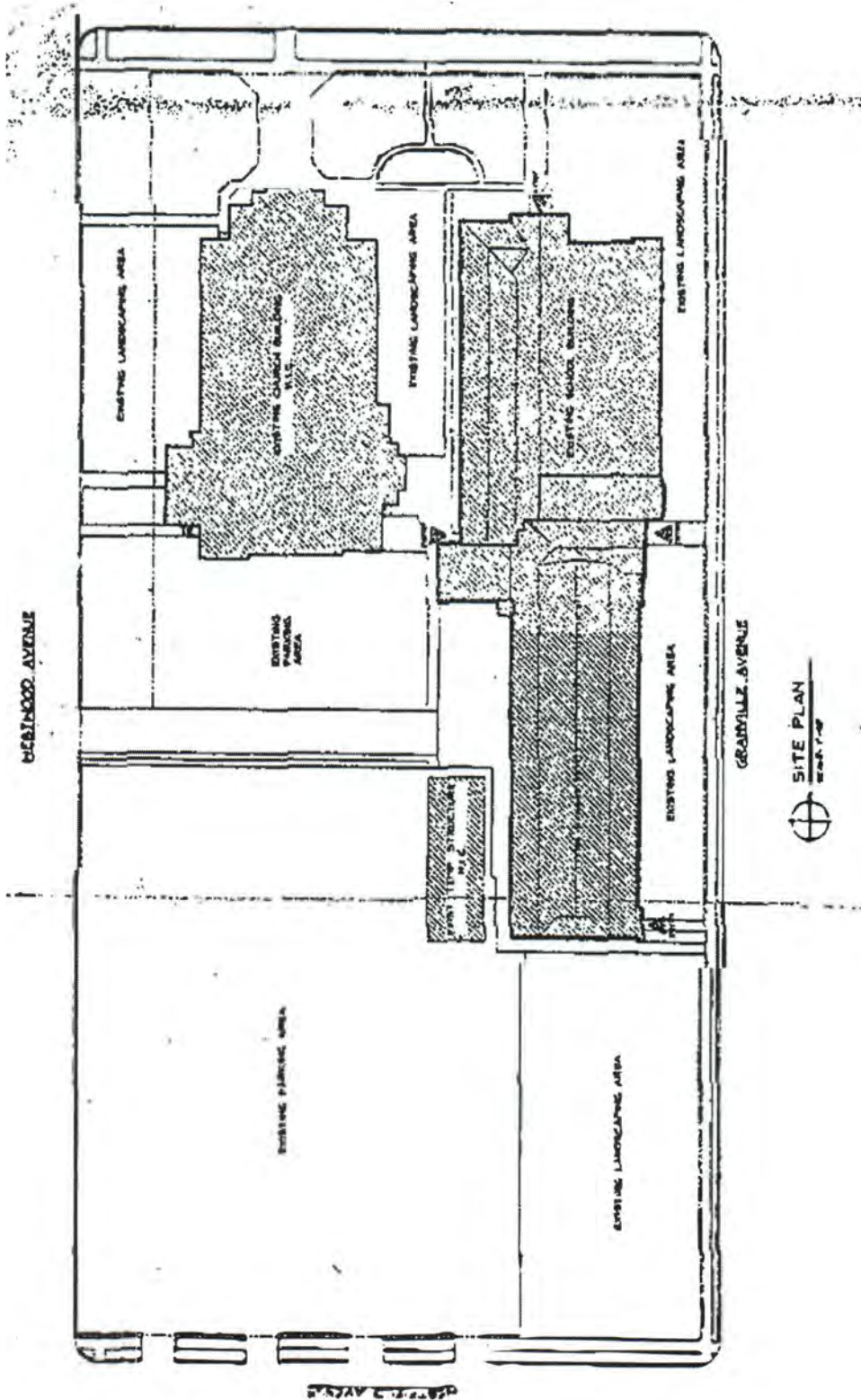
Tenant:

Candace R. Rogers

By: Candace R. Rogers

Its: Superintendent, KIPP Whole Child Center (dba KIPP Michigan)

EXHIBIT A
PROPERTY



LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease") is entered into as of Feb 28, ~~2019~~, 2019, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT ("Landlord"), whose address is 12 State Street, Detroit, Michigan 48226, and St. Suzanne Cody Rouge Community Resource Center (SSCRCRC), located at 19321 West Chicago, Detroit, MI 48228, a Michigan non-profit corporation ("Tenant") whose address is 771 Seminole, Detroit, MI 48214 (herein called "Tenant").

Landlord and Tenant agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord the Leased Premises (as defined in below), together with the non-exclusive right to the use of the Common Areas (as defined below). As used in this Lease, the following terms shall have the meanings set forth below.

"Common Areas" shall mean the entryways, stairways, hallways and restrooms in the Building, and the walkways and parking lot located on the Property.

"Leased Premises" shall mean the interior of the Building, excluding, however, the portion of the second floor of the Building leased to W.A.Y. Academy; and shall also include the small modular building in the parking lot.

"Property" the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as St. Suzanne Cody Rouge Resource Center and more particularly described on the attached Exhibit A.

"Building" shall mean the building located on the Property, depicted on Exhibit B attached hereto.

2. **Occupancy; Common Areas.** Subject to the terms and conditions of this Lease, on the date of this Lease Tenant shall have the right to take full and exclusive occupancy of the Leased Premises for the Permitted Use (as later defined) and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). The Tenant shall provide to the pastor ("Pastor") of St. Suzanne Parish ("Parish") keys and all access codes, if applicable, for the Leased Premises. Landlord reserves the right, without Tenant's consent: (a) to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Common Areas and serving other parts of the Property, (b) to make alterations or additions to, and improvements to, the Common Areas, to construct other buildings and improvements on the Property, to relocate the various buildings, parking areas and other Common Areas, to reduce the Common Areas, and change the configuration of the Property in any manner it deems fit, to close temporarily any Common Area to make repairs or changes, and to do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, (c) to grant easements on the

Property, to allow third parties to use all internal access ways constructed on the Property, to make boundary adjustments to the Property, and to dedicate for public use portions of the Property, including without limitation any public streets or any other improvements; provided, however, none of the foregoing shall materially interfere with Tenant's use or quiet enjoyment of the Building. Tenant shall not block, obstruct or in any manner interfere with the Common Areas, or any part thereof, by any means whatsoever and provided that such actions by the Landlord shall require at least fourteen (14) days prior written notice to Tenant unless emergency conditions exist.

3. **Term.**

(a) The term of this Lease shall commence on the date hereof and shall expire on June 30, 2020, unless earlier terminated as expressly provided herein. The lease shall automatically renew on an annual basis unless either party elects to terminate the Lease as of the end of the then current term by giving ninety (90) days advance notice to the other party.

(b) This Lease may be terminated at any time by the Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective the end of the current fiscal year as on the date of notice provided it being understood by the parties that a fiscal year runs from July 1 to the following June 30.

4. **Use.** The Leased Premises shall be used and occupied as a community outreach center (the "Permitted Use") and for no other purpose. None of the proposed subtenants will provide services in such a way that Catholic faith and morals will be contravened.

5. **Rent.**

(a) The Tenant agrees to pay the Landlord, without demand, offset or deduction, as rental for the Leased Premises ("Base Rent"), on the twentieth (20th) day of each and every month, in advance, \$ 3,000.00 ("Monthly Base Rent").

(b) All checks for payment of Monthly Base Rent shall be payable to "St. Suzanne/Our Lady Gate of Heaven Parish" and shall be mailed to: Pastor, St. Suzanne/Our Lady Gate of Heaven Parish, 9357 Westwood, Detroit, Michigan. If at any time payment of the Monthly Base Rent under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any Monthly Base Rent is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, Monthly Base Rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate for any reason during the term hereof.

6. **Utilities.** Tenant shall pay all charges for all utilities used by Tenant or charged to the Leased Premises during the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"). Tenant shall pay its share of the monthly utility costs within ten (10) days of receipt of written notice from the Landlord of the same. The parties hereby agree that Tenant's share of the Utility Charges shall be sixty percent (60%) of the utility charges for the Building.

7. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

8. **Compliance With Laws; Licensure.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and Common Areas and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises and Common Areas. Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Areas that will in any way obstruct or interfere with the rights of other tenants or occupants, if any, or use or allow the Leased Premises or Common Areas to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. If the nature of the Tenant's business requires licensure, Tenant shall keep in effect at all times during the term of this Lease a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises or Common Areas in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises or Common Areas, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises or Common Areas, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises or Common Areas to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises or Common Areas.

(b) With respect to the release of Hazardous Materials upon the Leased Premises or Common Areas caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises or Common Areas, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises or Common Areas in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or Common Areas or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed

or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

10. **Asbestos.** To the extent applicable, Tenant, at Tenant's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the "Asbestos Laws") with respect to the Leased Premises and Common Areas, including, but not limited to, performing all of Landlord's obligations. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Landlord is a third party beneficiary of such contract. Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

11. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) During the entire term of this Lease, including any extension period, Tenant agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including without limitation the HVAC equipment, electrical and plumbing systems. Tenant shall keep the Leased Premises and in a clean, sanitary and safe condition at all times, including custodial services, elevator maintenance, trash removal, a dumpster and disposal. The Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the roof, four outer walls, floor slab, facade and boiler. Landlord shall be responsible at its sole cost and expense for contracting for maintenance of the lawn and landscaping of the Leased Premises and Common Areas and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises and Common Areas. Tenant shall be provided access to and allowed to contact directly any contractors contracted by the Landlord for snow and ice removal for the purposes of ensuring the overall safety of participants in the Leased Premises on a timely basis in emergency conditions. Tenant hereby acknowledges and agrees that, except for Landlord's Obligations, it is the intent of the parties that Landlord shall have no obligation whatsoever to maintain or repair or replace any portion of the Leased Premises and that all of its obligations under this Section apply to all of the Leased Premises.

12. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord and the Parish from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises or Common Areas.

13. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a certificate of insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that the applicable Landlord Parties are entitled to recovery for the negligence of Tenant even though a Landlord Party is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a certificate of insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such amounts and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance Charges"). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

13. **Indemnity.** Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective

employees, managers, partners, officers, directors, attorneys, contractors and agents (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (a) the occupancy, condition, operation or use of the Leased Premises, the Common Areas or any other part of the Property, (b) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, Common Areas or any other part of the Property, (c) use or misuse of any portions of the Leased Premises, Common Areas or any other part of the Property by Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (d) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

14. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises or Common Areas without the Landlord's prior written consent which shall not be reasonably withheld. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord Parties harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer;
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

15. **Damage to Leased Premises.** In the event the Building shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease and such destruction renders the Building partially or totally untenable, then Landlord may either elect that the Building be repaired or rebuilt or, at its sole option, terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease, such destruction renders the Building partially or totally untenable and Landlord does not elect to terminate this Lease pursuant to the proceeding sentence, then the damage to the Building shall be promptly repaired by Landlord and Monthly Base Rent and other charges under this Lease shall be abated in proportion to the amount of the Building rendered untenable until so repaired. In no event shall Landlord be required to repair or replace Tenant's personal property, including, but not limited to, trade fixtures, furnishings or equipment. In the event of reconstruction or repair by Landlord, any amount expended by Landlord in repairing the improvements to the Leased Premises in excess of the proceeds of insurance received by Landlord pursuant to Section 14(d) of this Lease allocated to the Leased Premises shall be repayable by Tenant to Landlord within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such excess. Landlord's insurance carrier shall determine the amount of insurance proceeds attributable to the damage to such improvements, which determination shall be binding upon Landlord and Tenant. If Landlord is required or elects to repair or rebuild the Building as herein provided, Tenant shall repair or replace personal property, including, but not limited to, trade fixtures, furnishings and equipment, in a manner and to at least a condition equal to that prior to its damage or destruction.

16. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the

balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the Monthly Base Rent thereafter to be paid shall be reduced on a per square foot basis.

17. **Assignment and Subletting.** Except for subleases ("Approved Subleases") to the sublessees ("Approved Sublessees") listed on the rent roll attached as Schedule 1 hereof ("Rent Roll"), Tenant covenants that it shall not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Lease: (i) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial; or (ii) in the event that the Tenant is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Tenant to lose such affiliation. The Approved Subleases shall be in the form attached as Schedule 2 hereto, and the terms shall be consistent with the terms set forth on the Rent Roll, unless otherwise approved by Landlord in writing.

18. **Events of Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- (a) if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- (b) if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- (c) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a

petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;

- (d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- (e) if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- (f) if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.
- (g) the parties agree that a Default will not occur without the Landlord providing the tenant at least fourteen (14) days prior written notice of the acts constituting the alleged default and providing the Tenant is provided the opportunity to cure the default within fourteen (14) days after the Tenant receives the notice from the Landlord.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, in addition to any other rights and remedies available under this Lease or at law or in equity, do one or more of the following:

- (a) Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 22 hereof; or
- (b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or
- (c) Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord

shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;

- (d) Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- (e) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, attorney's fees and costs.
- (f) Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

All rights, powers, and privileges conferred under this Lease upon Landlord shall be cumulative, but not restrictive to those given by law.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 21(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- (c) the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by

allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord's Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Base Rent or additional rent. If Tenant shall fail to pay any sum of money, other than the payment of Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Base Rent.

22. **Additional Rent.** All payments and other charges, costs and expenses that Tenant assumes or agrees to pay under this Lease, other than the payment of Monthly Base Rent, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease, shall be deemed additional rent, and in the event of nonpayment, Landlord shall have all the rights as herein provided for failure to pay Monthly Base Rent.

23. **Tenant's Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of Base Rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses (each a "Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), provided that Landlord gives Tenant written notice that it's payment is late and if payment is not made within 14 days after the notice is given. Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section

shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

24. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, with 48 hours prior notice to Tenant, to access and inspect the Leased Premises with Tenant present and in such a manner that shall not reasonably disrupt the Tenant's business operations to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

25. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

26. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

27. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

28. **Governing Law.** This Lease shall be governed by the laws of the State of Michigan.

29. **Entire Agreement; Modifications.** This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference,

respecting this Lease or any real or personal property leased hereunder. No waiver, modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

30. **Non-Waiver.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of Base Rent or additional rent. The acceptance of all or part of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of any other type of default hereunder.

31. **Time is of the Essence.** Time is of the essence in this Lease.

32. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

Pastor, St. Suzanne – Our Lady Gate of Heaven Parish
19321 W. Chicago, Detroit, Michigan

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

St. Suzanne Cody Rouge Community Resource Center (SSCRCRC)
771 Seminole
Detroit, MI 48214

33. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

34. **“AS IS”; No Representations.** Tenant accepts the Leased Premises and Common Areas in its condition on the date of this Lease, “AS IS” and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises and Common Areas. This Lease is not made in reliance upon any representation whatsoever.

35. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

36. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Common Areas, and property of which they are a part, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). This Lease, as it may be amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under this Lease, as it may be amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under this Lease, as it may be amended, renewed or extended from time to time, because of a termination of the Use Agreement. Rather, this Lease, as it may be amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in this Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of this Lease, as it may be amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of this Lease, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to enter into this Lease and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of this Lease, as it may be amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

37. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises, Common Areas, and property of which they are a part without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

38. **Subordination.** This Lease and the rights of the Tenant hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such

instrument or instruments in the name of Tenant. In addition, Tenant agrees that, upon the request of Landlord or any mortgagee of Landlord, Tenant shall execute a estoppel certificate in form satisfactory to Landlord or any mortgagee of Tenant.

39. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other.

40. **Signs.** No sign may be erected on the Leased Premises or Common Areas without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable ordinances of the municipality in which the Property is located and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises, Common Areas and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

41. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred by Landlord.

42. **Force Majeure.** Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default under this Lease to the extent Landlord is unable to perform any of its obligations hereunder on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Landlord.

43. **No Set-Off.** The parties hereto hereby covenant and agree that Landlord shall receive the Base Rent and additional rent and all other sums payable by Tenant hereinabove provided as income from the Leased Premises, without any abatement, reduction, set-off, counterclaim, defense or deduction whatsoever.

44. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all

reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. The Landlord and the Tenant agree that any rules and regulations shall not materially alter the Tenants rights under this lease or its right to use the Leased premises and will not impose additional obligations or requirements on Tenant that will cost Tenant more than \$25.00 per month to comply with. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

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

46. **Severability.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect.

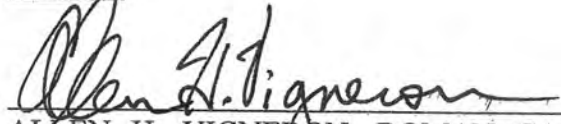
47. **Authority.** Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

48. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

Landlord:



ALLEN H. VIGNERON, ROMAN CATHOLIC
ARCHBISHOP OF THE ARCHDIOCESE OF
DETROIT

Tenant:

St. Suzanne Cody Rouge Community Resource
Center (SSCRCRC)

By: 

Its: President, Board of Directors

AMENDMENT NO. 3

to the
January 25, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KIPP DETROIT IMANI ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 3

KIPP DETROIT IMANI ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated January 25, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to KIPP DETROIT IMANI ACADEMY (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 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 1.
- 2.) Amend Schedule 2: Bylaws, by replacing the language contained within Article XIII, Section 6. Contracts Between Corporation and Related Persons, with the language attached as Tab 2.
- 3.) Amend Schedule 6: Physical Plant Description, by replacing the materials contained therein with the materials 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.
- 5.) Amend Schedule 7, Section c: Educational Programs, by replacing the materials contained therein with the materials attached as Tab 5.
- 6.) Amend Schedule 7, Section d: Curriculum, by replacing the materials contained therein with the materials attached as Tab 6.
- 7.) Amend Schedule 7, Section f: Application and Enrollment of Students, by replacing the Enrollment Limits contained therein with the following:

“Enrollment Limits

The Academy will offer kindergarten through second grade. The maximum enrollment shall be 215 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.”

- 8.) Amend Schedule 7, Section h: Age or Grade Range of Pupils, by replacing the materials contained therein with the materials attached as Tab 7.

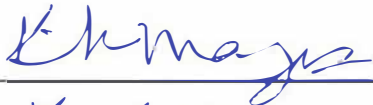
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This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2024.



Dated: 06/12/2024

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



Dated: 6/11/2024

By: Kirk Mayes ; Board President
KIPP Detroit Imani Academy
Designee of the Academy Board

KIPP Detroit Imani Academy

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Tab 1

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.

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Tab 2

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.

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Tab 3

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 Agreements 6-5

Certificate of Use and Occupancy 6-62

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 KIPP Detroit Imani Academy (the "Academy") is as follows:

Address: 19321 W. Chicago
Detroit, MI 48228

Description: The Academy leases space, located in the St. Suzanne Cody Rouge Community Resource Center, from the Archdiocese of Detroit. The facility is three stories and is approximately 73,866 square feet. The space leased by the Academy includes six classrooms that are approximately 750 square feet each; four are located on the first floor, two on the second floor. The Academy has access to two student restrooms, two adult restrooms, and a multipurpose room in the basement, which is where the main office is located. The Academy has shared access to the cafeteria and kitchen, located in the basement, and the gymnasium, which is located on the first floor. The Site includes a shared outdoor classroom, two parking lots, and outdoor play areas.

Configuration of Grade Levels: Kindergarten through Second Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Detroit Public Schools Community District
ISD: Wayne RESA

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

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

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

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

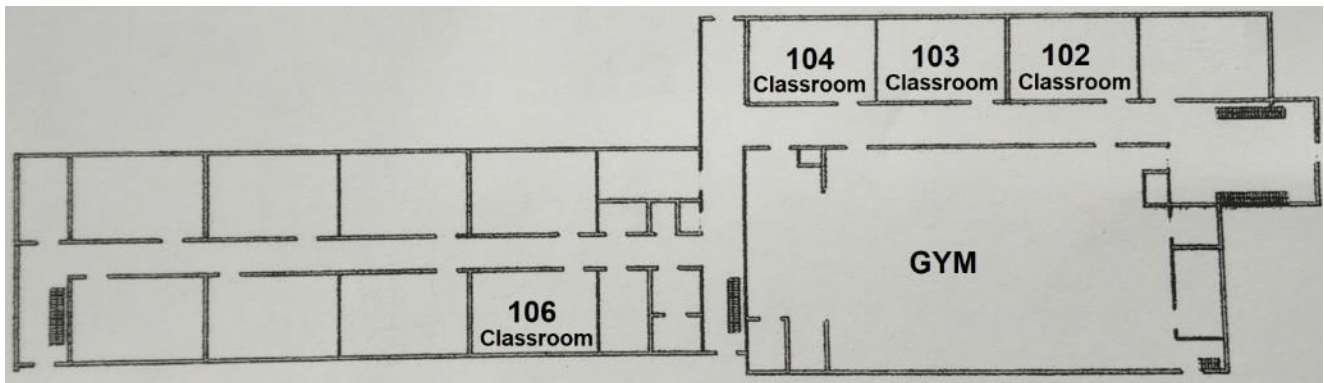
6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

SITE PLAN

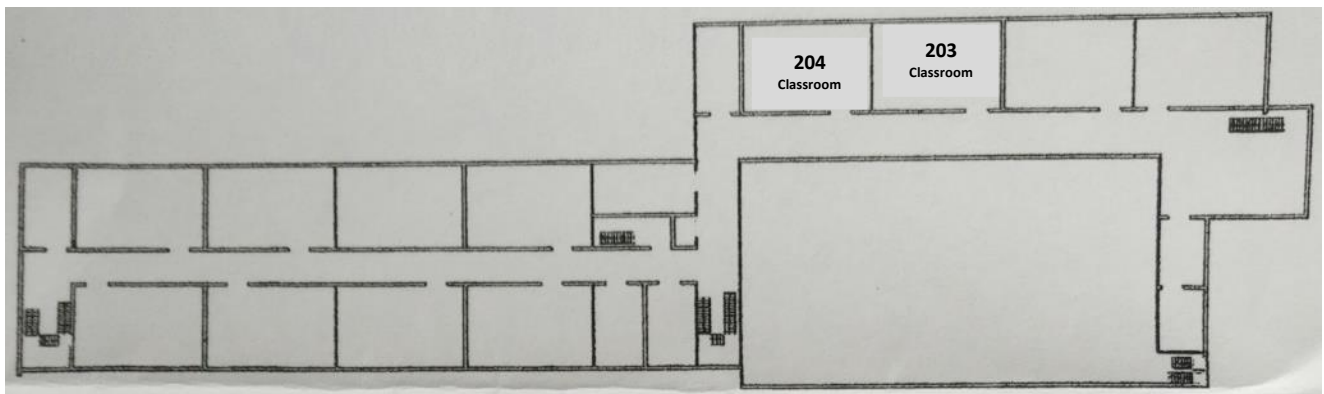


KIPP Detroit Imani Academy
19321 W. Chicago
Detroit, MI 48228

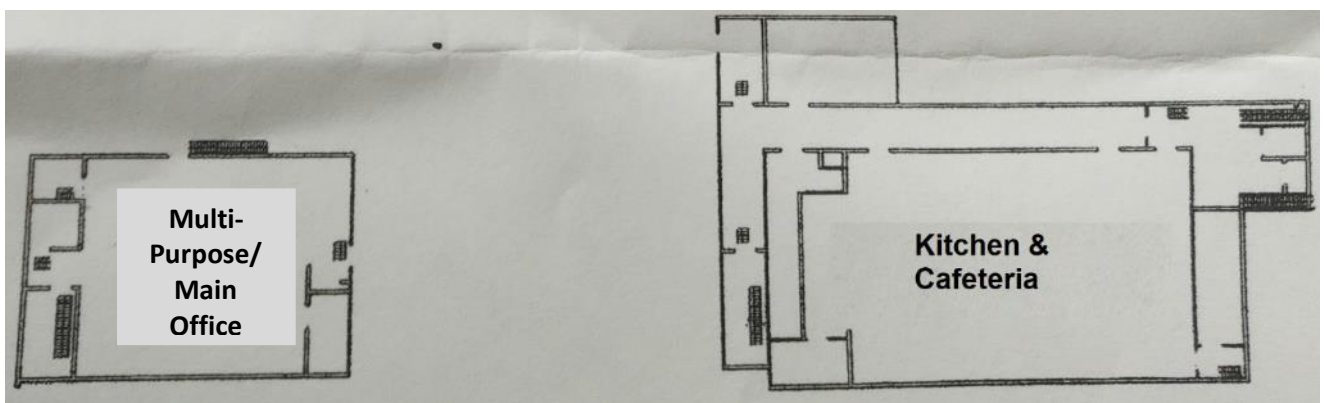
1st Floor (classroom sizes are 22' x 36' and approximately 792 SF each)



2nd Floor



Lower Level



LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease"), entered into as of April 15, 2024, by and between **ST. SUZANNE – OUR LADY GATE OF HEAVEN PARISH DETROIT**, whose address 12 State Street, Detroit, Michigan 48226 (herein called "Landlord") and **KIPP MICHIGAN**, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave, Ste A, Okemos, MI 48864 (herein called "Tenant"):

WITNESSETH:

1. **The Leased Premises.** Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord a portion of the Leased Premises (as defined in below). As used in this agreement, the following terms shall have the meanings set forth below.

"Common Areas" shall mean the gymnasium, North basement meeting room, abbey, outdoor classroom, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.

"Leased Classrooms" shall mean classrooms 102, 103, 104, 106, 203, 204 (approximately 4,752 square feet total) located in the School Building. Leased Rooms may be available to the Landlord for after-school activities which do not obstruct or interfere with Tenant's personal property, conditioned upon prior approval by the Tenant

"Leased Premises" consists of the Leased Classrooms and the Common Areas.

"Property" the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as 19321 West Chicago, Detroit, Michigan 48228 and more particularly described on the attached Exhibit A.

"School Building" shall mean the former St. Suzanne school building located on the Property.

1. **Occupancy.** Subject to the terms and conditions of this Lease, during the Term (as defined below), the Tenant will have the right to exclusive occupancy and use of the Leased Classrooms, and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants, including St. Suzanne Cody Rouge Community Resource Center, a subsidiary of St. Suzanne Our Lady Gate of Heaven Parish. Tenant shall make Landlord aware of special events outside of the normal school operating schedule that may require additional parking, and Landlord shall reasonably allow use, as available. Landlord acknowledges that the Tenant may be using the parking lot for parent and bus pick-up and drop-off. Landlord acknowledges and consents to, in anticipation of a public school academy occupation, Tenant will remove any religious symbols/icons in the lease premise. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). Landlord acknowledges that Tenant may have to re-key or create pass-key access to the premise. The Tenant shall provide to the pastor ("Pastor") of St. Suzanne Parish ("Parish") keys

and all access codes, if applicable, for the Leased Premises. In the event that Landlord permits another tenant or occupant to occupy the School Building, the Parties shall provide written notice to the Central Michigan University Charter Schools Office Director thirty (30) days prior to such occupancy.

2. **Term.** The term of this Lease begins July 1, 2024 and ends June 30, 2025. If the Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Tenant after expiration of the Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination. 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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution. Nothing in this Section shall prevent the Landlord from receiving Rent and other payments owed under the Lease prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the Lease prior to site closure or reconstitution. A termination under this Section 3, however, shall not constitute an "Event of Default" under Section 19 entitling the Landlord to Remedies under Section 20 or Recovery of Damages for Termination under Section 21.

3. **Use.** The Leased Premises are to be used and occupied only as a public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) and for no other purpose.

4. **Rent.** The Tenant agrees to pay the Landlord, without demand, offset or deduction, as base rental for the Leased Premises, on the first day of each and every month, in advance, (a) commencing July 1, 2024 through June 30, 2025, \$5,959.320 per month. All checks shall be payable to "St. Suzanne/Our Lady Gate of Heaven Parish," and shall be mailed to:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any

of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate for any reason during the term hereof. Landlord will reimburse Tenant any and all unused pre-paid security rent, including prorated portions thereof, within 30 days of the Lease termination date.

5. **Utilities.** Tenant shall pay twenty-two and one half percent (22.5%) of all charges for all utilities used by Tenant or charged to the School Building from July 1, 2024 through the end of the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service (collectively, "Utility Charges"). Tenant shall make such payments within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

Costs for security, waste disposal, pest control, and all other charges relating to the use, occupancy, general maintenance of the Premises shall be included within the Base Rent charge and the responsibility of the Landlord.

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

7. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) Except for the express obligations of Landlord set forth in Section 8(b) below ("Landlord's Obligations"), during the entire term of this Lease, including any extension period that the parties may agree upon pursuant to Section 33 hereof, Tenant agrees, at its sole cost and expense, to maintain the Leased Premises and fixtures in good order, condition and repair at all times. Tenant shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. –Tenant hereby acknowledges and agrees that except for Landlord's Obligations it is the intent of the parties that Landlord shall have no obligation whatsoever to repair or maintain any portion of the Leased Premises. Tenant acknowledges that all of its obligations under this Section apply to all of the Leased Premises, including, but not limited to, the Common Areas. Tenant shall reimburse Landlord for 30% of the cost of maintenance of the elevator, payable within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

(b) Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the structural components of the School Building, including, the roof and four outer walls, the heating boiler, including radiators and zone thermostats, and elevator maintenance, except for damage caused by Tenant or anyone Tenant permits to use the Leased Premises, which shall be the obligation of the Tenant at its sole expense. In addition, Landlord shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises.

8. **Licenses.** If the nature of the Tenant's business requires licensure, Tenant shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

10. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rent, additional rent and other sums required to be paid by Tenant to Landlord hereunder at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid. No provision of the Lease shall interfere with the Tenant Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of a public school, and Nothing in this Lease shall interfere with Tenant Board's fiduciary responsibilities and ability to act as an independent, public body.

11. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Archbishop of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a Certificate of Insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that Landlord is entitled to recovery for the negligence of Tenant even though Landlord is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or

in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days' prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a Certificate of Insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such the amounts of _____ (\$ _____) and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance Charges"). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

12. **Indemnity.** To the extent permitted by law, Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective employees, managers, partners, officers, directors, attorneys, contractors, agents, successors and assigns (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including reasonable attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by a Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (iv) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

Nothing in this Lease shall be construed as restricting Tenant from or requiring Tenant to waive its right to assert the protections of governmental immunity.

13. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the Landlord's prior written consent. If Landlord gives such consent,

all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Except for fixtures purchased using Tenant funds, upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Fixtures purchased using Tenant funds shall be owned by Tenant upon vacation of the Leased Premises. Except for replacement fixtures purchased by Tenant under Section 8.1.(a), Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease. The cost of all improvements made by Tenant to the Leased Property shall be reimbursed in whole by Landlord in the event Landlord terminates this Lease without cause prior to the end of the Term.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). To the extent permitted by law, Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

14. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so

taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the monthly base rental thereafter to be paid shall be reduced on a per square foot basis.

15. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant may, when permitted by appropriate governmental authority, pay any Tax over a period of time. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

16. **Additional Rent.** All payments and other charges, costs and expenses that the Tenant assumes or agrees to pay under this Lease, other than the payment of monthly base rent, including but not limited to Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease shall be deemed additional rent, and in the event of non-payment, Landlord shall have all the rights as herein provided for failure to pay monthly base rent. Tenant shall pay its share of Additional Costs on a monthly basis as an estimate (to be agreed upon in Lease Agreement) and will be trued up annually with actual costs presented by Landlord.

17. **Assignment and Subletting.** Tenant covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease.

If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events may be deemed to be an assignment of this Lease: (i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial.

18. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- a. if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- c. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;
- d. if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 21 hereof; or
- b. Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire,

reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or

- c. Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;
- d. Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- e. Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, reasonable attorney's fees and costs.
- f. Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 20(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;

- c. the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- d. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord's Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rental. If Tenant shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rent.

22. **Tenant's Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of monthly base rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to any Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses (each a "Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies

set forth in this Lease.

23. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, without notice to Tenant, to access and inspect the Leased Premises to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

24. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Lease shall be governed by the laws of the State of Michigan. This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder. Time is of the essence in this Lease.

25. **Non-Waiver; Modifications.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Landlord hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced. All modifications, alterations and/or amendments of this Lease must be reviewed by Tenant's authorizing body designated representative, the Central Michigan University Charter Schools Office, before execution.

26. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

KIPP Michigan
19321 West Chicago
Detroit, Michigan 48228
Attn: Candace Rogers

27. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

28. **Damage to Leased Premises.** If the Leased Premises become wholly untenable through damage or destruction, this Lease shall automatically be terminated without any further action by the parties; if partially untenable, Landlord shall have the option of terminating this Lease at any time within thirty (30) days after such casualty. If Landlord does not terminate this Lease, the Landlord shall repair the Leased Premises with all convenient speed. The obligation of the Tenant to pay the monthly base rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

29. **Right to Terminate.** This Lease may be terminated at any time by Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a school year runs from July 1 to the following June 30.

30. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

31. **"AS IS"; No Representations.** Except as otherwise stated in this Lease, including,

but not limited to, Sections 38 and 39, Tenant accepts the Leased Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises. This Lease is not made in reliance upon any representation whatsoever.

32. **Extensions.** The Lease Agreement will automatically renew for successive one-year terms unless either party elects to terminate the lease on not less than 90 days prior written notice to the other party. In the case of a renewal, Landlord and Tenant shall come to an agreement on a Letter of Understanding between the parties, which will define the mutually acceptable modifications to the Leased Premises (i.e., modification of the number of leased classrooms for successive years).

33. **Intentionally Deleted**

34. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to an amount that is fair and reasonable for the market at the time this Lease is executed, as determined by the parties.

35. **Reserved.**

36. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

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

38. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises.

(b) Subject to the subsection 11.(c). with respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) Landlord is solely responsible for investigating the existence of, cleaning, removing, remediating, or otherwise handling Hazardous Material, including asbestos as addressed below, which: (1) existed on the Leased Premises prior to inception of this Lease; and/or (2) which is discovered during the Term of this Lease. Tenant is neither responsible nor liable, in whole or in part, for the release of Hazardous Material, including asbestos, that existed on the Leased Property prior to execution of this Lease. Landlord hereby agrees to indemnify and hold Tenant harmless from all costs, liability and loss of any kind against all claims in any way arising out of Landlord's use or prior use of Hazardous Material at the Leased Premises.

(d) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.); or (6) Asbestos Hazard Emergency Response Act, 15 U.S.C. Section 2601 et seq., including any legal equivalent under Michigan law, regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

39. Asbestos.

Landlord, at Landlord's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.)

and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.) (collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Tenant's obligations thereunder. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Tenant is a third-party beneficiary of such contract. Tenant hereby indemnifies and holds Tenant harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

40. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

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

42. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Lease for the purposes of recordation. Said memorandum of this Lease shall describe the parties, the Leased Premises, the term of this Lease and any special provisions, except rentals payable hereunder, and shall incorporate this Lease by reference.

43. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land

to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

Tenant shall be allowed to install general directional/identification signage and basic interior and exterior school signage as reasonably approved by the Landlord.

44. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all reasonable attorneys' fees and expenses so incurred by Landlord.

45. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

46. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

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

48. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). The Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under the Lease, as amended hereby, as it may be further amended, renewed or

extended from time to time, because of a termination of the Use Agreement. Rather, the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in the Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to modify the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

49. **Audits.** Landlord agrees to make all records in his possession related to Tenant and this Lease available to Tenant's independent auditor and Tenant's authorizing body representative, Central Michigan University Charter Schools Office, upon request.

50. **Procurement.** All equipment, materials and supplies procured by Landlord on behalf or at the request of Tenant must comply with applicable competitive bidding requirements under Michigan's Revised School Code, MCL 380.1, et seq. Landlord is prohibited from including additional fees or other monetary amounts to the cost of the equipment, materials and supplies, except for actual costs incurred by Landlord, which may include shipping, taxes, permits, installation costs, and similar expenses.

51. **Additional provisions.** Agreement as it relates specifically to Leased Classroom 102 is contingent upon childcare center successfully receiving authorization to relocate current services within that room to the second floor.

51. Landlord hereby acknowledges that in addition to this Lease, Tenant is subleasing other space in the premises owned by Landlord. Landlord hereby acknowledges and consents for the subleases with Tenant at the terms stated therein.

52. This Lease is contingent upon any occupancy permits to Tenant and any needed nondisapproval by Authorizer of the Academy to be formed.

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have executed this Lease the day and year first written above.

IN THE PRESENCE OF:

LANDLORD:



Rev. Marko M. Djonovic
Presient and Moderator of Parish

TENANT:

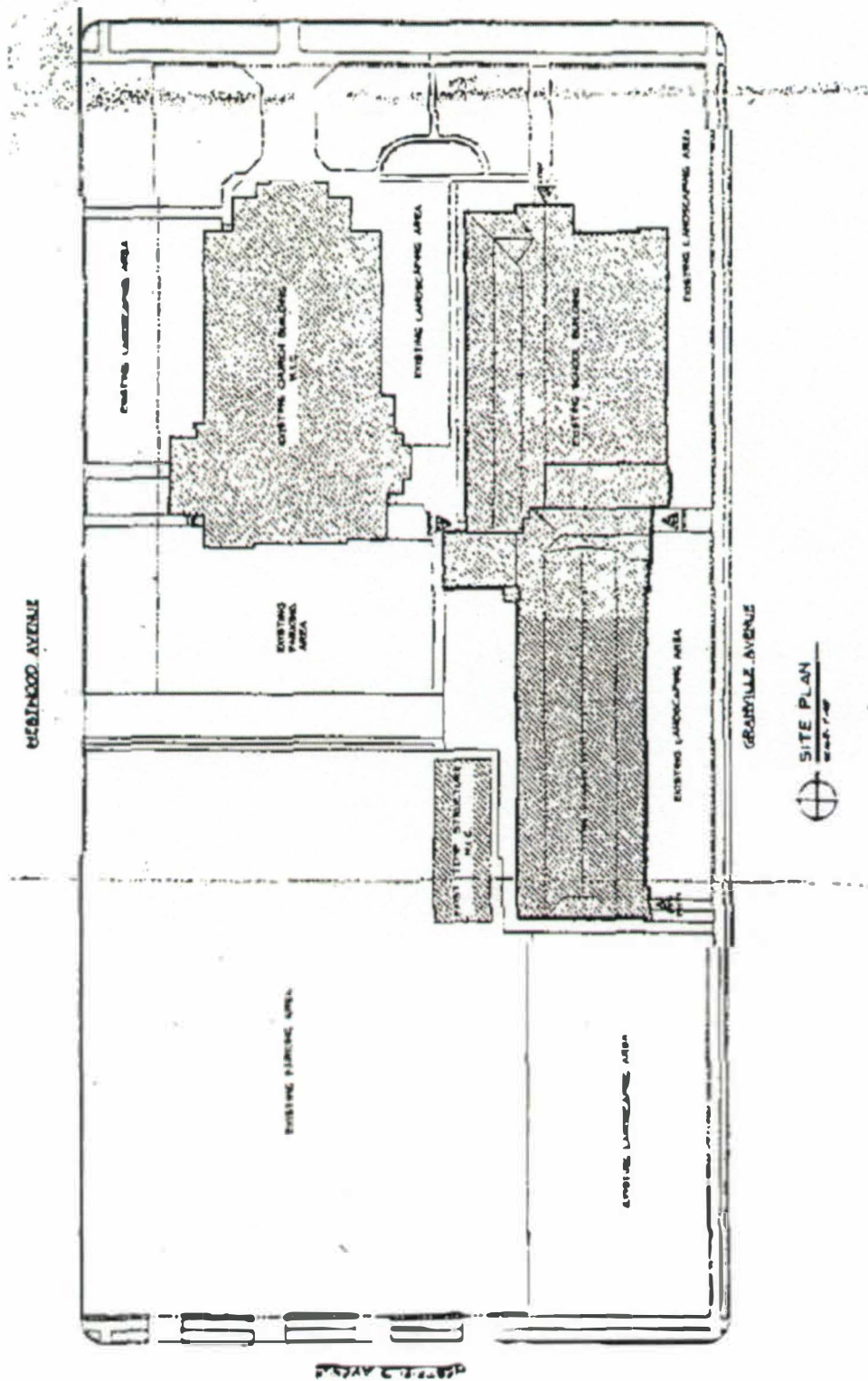
KIPP Michigan, a Michigan Non-profit corporation

By: 

Its: Chief Executive Officer

EXHIBIT A

PROPERTY



SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease"), shall be effective July 1, 2024 by and between **KIPP MICHIGAN**, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave., Ste. A, Okemos, Michigan 48864 (the "Sub-Landlord") and **KIPP DETROIT IMANI ACADEMY** (the "Academy" or "KDIA"), a Michigan public schoolacademy organized under the Revised School Code (the "Sub-Tenant").

BASIC LEASE PROVISIONS

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Sub-Landlord and Address (for notices):

KIPP MICHIGAN
2222 W. Grand River Ave, Ste. A, Okemos, Michigan 48864
- C. Prime Landlord and Addresses (for notices):

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- D. Sub-Tenant and Address (for notices):

KIPP DETROIT IMANI ACADEMY
36237 Weber Drive, Sterling Heights, Michigan 48310
- E. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Sub-Landlord dated April 18, 2020, as it may be amended from time to time.
- F. Sublease Term: Begins July 1, 2024 and ends June 30, 2025.
- G. Commencement Date: July 1, 2024.
- H. Expiration Date: June 30, 2025. Provided no Event of Default has occurred, and Sub-Tenant has given Sub-Landlord written notice by 60 days prior to the end of the Lease of Sub-Tenant's intention to negotiate an extension of the term ofthis Lease, Sub-Landlord and Sub-Tenant shall negotiate in good faith an extension of the term of this Lease which extension and all terms thereof must be mutually acceptable to and approved by each party in their sole discretion.

- I. Base Rent: Base monthly rent shall be \$5,959.32
- J. Payee of Rent: KIPP MICHIGAN or directly to Prime Landlord.
- K. Utilities Sublease Share: Twenty-Two and One-Half Percent (22.5%)
- L. Description of Premises:
 - 1. "Common Areas" shall mean the gymnasium, North basement meeting room, abbey, outdoor classroom, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.
 - 2. "Leased Classrooms" shall mean classrooms 102, 103, 104, 106, 203, 204 (approximately 4,752 square feet total) located in the School Building. Leased Classrooms may be available to the Prime Landlord or Sub-Landlord for after-school activities which do not obstruct or interfere with Sub-Tenant's personal property, conditioned upon prior approval by the Sub-Tenant.
 - 3. "Leased Premises" consists of the Leased Classrooms and the Common Areas.
- M. Security Deposit: \$0
- N. Sub-Tenant's Use: The Leased Premises are to be used and occupied only for the programs and operation of the Academy and related activities and no other purpose.
- O. Broker: Not applicable

RECITALS

A. Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Prime Landlord"), entered into a certain Lease Agreement dated as of February 28, 2020 (the "Prime Lease") and amended on or around April 15, 2024, whereby Prime Landlord leases to Sub-Landlord approximately 4,752 rentable square feet of space consisting of classrooms 102, 103, 104, 106, 203, 204 and certain common areas as defined in the Prime Lease (the "Premises") in a building located at 19321 West Chicago, Detroit, Michigan 48228 (the "School Building").

B. The Academy is a public school academy authorized pursuant to a contract (the "Contract") issued by the Central Michigan University Board of Trustees ("CMU") and operates under the direction of the KDIA Board of Directors ("KDIA Board" or the "Board").

C. Sub-Landlord desires to sublet the Premises to Sub-Tenant, and Sub-Tenant desires

to sublet the Premises from Sub-Landlord for the operation of the Academy.

D. Sub-Landlord and Sub-Tenant (collectively referred to as the “Parties”), have requested that Prime Landlord consent to the Sublease.

E. The Parties desire to enter into this Sublease on the terms and conditions set forth herein.

F. Prime Landlord desires to consent to this Sublease on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Except as otherwise expressly set forth herein, all capitalized terms used herein shall have the meanings given such terms in the Prime Lease.

2. Demise; Term

2.1. Demise. Sub-Landlord hereby subleases the Subleased Premises to Sub-Tenant, and Sub-Tenant hereby subleases the Subleased Premises from Sub-Landlord, together with all fixtures installed in the Subleased Premises by or for the benefit of Sub-Landlord, and also together with all appurtenances and rights ancillary to the Subleased Premises.

2.2. Term. The term of this Sublease (the “Sublease Term”) shall begin on (the “Commencement Date”), the effective date of this Sublease Agreement, subject to Sub-Landlord and Sub-Tenant having received the Prime Landlord’s Consent (as defined in Section 17 of the Prime Lease) and contingent upon the Authorizer’s non-disapproval of the Sublease Agreement. The Sublease Term shall expire on June 30, 2025 (“Expiration Date”), unless sooner terminated as provided in this Sublease.

3. Prime Lease.

3.1. Terms of Sublease Identical With Prime Lease. It is intended that the terms and conditions of this Sublease shall be identical to the terms and conditions of the Prime Lease as they relate to the Subleased Premises, including but not limited to provisions in the Prime Lease that this Sublease will terminate automatically without penalty to Sub-Tenant in the event the Academy’s Charter Contract is terminated or a reconstitution of the Academy is required or the Academy site is closed. Additionally, Sub-Landlord and Sub-Tenant agree that:

3.1.1. Each and every term, condition, covenant and agreement of the Prime Lease, as it relates to the Subleased Premises, is a term, condition, covenant and agreement of this Sublease, and is incorporated in this Sublease by reference, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease;

3.1.2. Sub-Tenant shall perform all obligations and comply with all terms, conditions, covenants and agreements of Sub-Landlord as tenant under the Prime Lease for the Sublease Term, as they relate to the Subleased Premises, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease; and

3.1.3. The term "Landlord" as set forth in the Prime Lease shall mean Sub-Landlord in this Sublease and the term "Tenant" as set forth in the Prime Lease shall mean Sub-Tenant in this Sublease.

3.2. Terms Not Incorporated. Notwithstanding the provisions of Section 3.1 of this Sublease, the following provisions of the Prime Lease are not incorporated in or made part of this Sublease: N/A.

3.3. Sublease Controls. If there is a conflict between the stated terms and conditions in this Sublease and those set forth in the Prime Lease, the terms and conditions set forth in this Sublease shall control.

3.4. Performance To Be Tendered To Prime Landlord. Except as otherwise provided in this Sublease, Sub-Tenant may tender performance of its obligations directly to Prime Landlord so that all of Sub-Landlord's obligations under the Prime Lease accruing during the Sublease Term with respect to the Subleased Premises shall be fully satisfied and discharged by Sub-Tenant's performance.

3.5 Covenant Against Actions Causing Default Under Prime Lease. Sub-Tenant shall not do or cause to be done or suffer or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Landlord's rights under the Prime Lease to be cancelled, terminated, forfeited or prejudiced or which would render Sub-Landlord liable for any damages, fines, claims, penalties, costs or expenses under the Prime Lease. So long as Sub-Tenant is not in Default under this Sublease beyond any applicable notice, grace or cure periods, Sub-Landlord shall not commit any act or omission during the Sublease Term that would lead to the termination of the Prime Lease by Prime Landlord, nor shall Sub-Landlord voluntarily surrender the Prime Lease.

3.6 Sub-Landlord's Representations and Warranties. As an inducement to Sub-Tenant to enter the Sublease, Sub-Landlord represents and warrants that:

3.6.1 Sub-Landlord is the tenant under the Prime Lease and has the full right to enter into this Sublease (subject, however, to Prime Landlord's consent);

3.6.2 The Prime Lease is in full force and effect and Sub-Landlord shall not amend or modify the Prime Lease in any manner that would materially decrease Sub-Tenant's rights and privileges or materially increase Sub-Tenant's obligations.

3.6.3 Sub-Landlord has not received from Prime Landlord any notice of any default on the part of Sub-Landlord as tenant under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists nor has Sub-Landlord

given Prime Landlord notice of any default on the part of Prime Landlord as landlord under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists;

3.6.4 Sub-Landlord has submitted to Sub-Tenant a true and complete copy of the Prime Lease, a copy of which is attached hereto as **Exhibit A**;

3.6.5 To the extent Prime Landlord's consent or approval is required hereunder, Sub-Landlord shall use commercially reasonable efforts to promptly obtain such consent or approval;

3.6.6 Sub-Landlord shall not cause or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Tenant's rights hereunder to be cancelled, terminated, forfeited or prejudiced.

3.7 Insurance. Paragraph 11 of the Prime lease provides that Sub-Landlord shall procure insurance. Sub-Landlord shall procure the insurance as required by the Prime Lease. Sub-Tenant shall pay the actual costs of the insurance procured by Sub-Landlord, which will be billed to the Sub-Tenant within thirty (30) days of when Sub-Landlord receives statements for such insurance costs. The Sub-Landlord shall require the insurance procured to name the Sub-Tenant as an additional insured.

4. Performance.

4.1. Sub-Landlord and Sub-Tenant's Obligations Under Prime Lease.

4.1.1. Although the terms, conditions, covenants and agreements of the Prime Lease are incorporated as terms and agreement of this Sublease, Sub-Landlord shall not be liable to Sub-Tenant for performance or non-performance of obligations of Sub-Landlord under this Sublease which are also the obligations of Prime Landlord under the Prime Lease (the "Prime Landlord's Obligations"). Subject to the provisions of Section 4.2 below, it is intended that Sub-Tenant shall look solely to and hold solely responsible Prime Landlord for the performance of the Prime Landlord's Obligations under the Prime Lease.

4.1.2. Sub-Landlord shall

be responsible for, and shall pay all utility services for the Premises, including water and sewer, gas, snow removal, electricity, repairs and replacements as to the Premises and its equipment, and other services delivered to the Premises, to the extent Sub-Landlord is obligated to perform the same under the Prime Lease.

Notwithstanding anything contained herein to the contrary, if Sub-Landlord procures equipment, materials, and supplies at the request of or on behalf of Sub-Tenant, the Sub-Landlord shall follow applicable competitive bidding laws and not include any added fees or charges with the cost of such equipment, materials, and supplies purchased from third parties (except that Sub-Landlord may assess actual costs, such as taxes, shipping, permits, installation, or other actual expenses to Sub-Tenant).

Notwithstanding anything contained herein to the contrary, any and all fixtures purchased by Sub-Tenant shall remain the property of Sub-Tenant.

Notwithstanding anything contained herein to the contrary, if Sub-Tenant makes improvements to the Premises, the Sub-Tenant shall be entitled to recoup the actual out of pocket cost of such improvements from Sub-Landlord in the event Sub-Landlord terminates the Lease without cause prior to the termination date stated herein.

4.1.3 Sub-Tenant shall perform all Base Rent and Additional Rent obligations as set forth and defined in the Prime Lease on behalf of Sub-Landlord.

4.2. Failure By Prime Landlord to Perform the Prime Landlord's Obligations. If Prime Landlord shall fail at any time to perform the Prime Landlord's Obligations, Sub-Tenant shall give notice thereof to Sub-Landlord. In such event, Sub-Landlord shall use commercially reasonable efforts to cause Prime Landlord to perform the Prime Landlord's Obligations, the cost of which shall be shared by Sub-Landlord and Sub-Tenant on a pro rata basis, determined by ratio of the rentable square footage of the Subleased Premises to the rentable square footage of the Leased Premises.

5. Sublease Subordinate to Prime Lease; Termination of Prime Lease.

5.1. Sublease Subordinate. This Sublease and the rights of the parties under this Sublease are subject and subordinate to the Prime Lease.

5.2. Termination of Prime Lease. If the Prime Lease is terminated for any reason, this Sublease shall terminate as of the date of termination of the Prime Lease and Sub-Landlord shall have no liability to Sub-Tenant as a result of such termination.

6. Notices. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered by (a) hand delivery, or (b) commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the addresses set forth in the BASIC LEASE PROVISIONS above or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Any notice which is received on a Saturday, Sunday or a legal holiday, or after 5:00 p.m. prevailing local time at the place of receipt, shall be deemed received on the next business day.

7. Prime Landlord's Consent.

7.1. Sublease Conditioned Upon Consent. This Sublease is subject to, and conditioned upon, Sub-Landlord's obtaining the written consent of Prime Landlord to this Sublease (the "Prime Landlord's Consent").

7.2. Effect of Failure to Obtain Prime Landlord's Consent. If the Prime Landlord's Consent is required under the Prime Lease and Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease by the parties, either Sub-Landlord or Sub-Tenant may terminate this Sublease by giving written notice to the other at any

time thereafter, but before Prime Landlord grants such consent. Upon such termination, (A) Sub-Landlord will return the Security Deposit and any prepaid rent to Sub-Tenant, (B) this Sublease will become null and void, and (C) neither party will have any liability or obligation to the other under this Sublease.

8. **Indemnity.** To the extent permitted by law, Sub-Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Sub-Landlord and all Parties named in Paragraph 12 of the Prime Lease including the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective employees, managers, partners, officers, directors, attorneys, contractors, agents, successors and assigns (collectively, the “Landlord Parties” and each a “Landlord Party”) from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including reasonable attorneys’ fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by the Sub-Tenant or any of the Sub-Tenant’s respective agents, contractors, employees, visitors, and invitees, or (iv) the Sub-Tenant’s failure to perform its obligations under this Lease. The obligations of Sub-Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

Sub-Landlord shall indemnify the Academy Board for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Sub-Landlord’s use or prior use of hazardous material at the physical plant.

Nothing in this Sub-Lease shall be construed as restricting Sub-Tenant from or requiring Sub-Tenant to waive its right to assert the protections of governmental immunity.

9. **Additional Provisions.**

- A. Sub-Tenant shall have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous materials present at the Premises prior to its occupancy. Any such liability shall be the responsibility of the Sub-Landlord.
- B. All Lease and physical plant records of the Sub-Landlord regarding the Premises and this Lease shall be made available to Sub-Tenant’s independent auditor and its respective Charter School Office.
- C. Nothing contained herein shall be interpreted to interfere with Sub-Tenant and Sub-Tenant’s governing board’s statutory, contractual, and fiduciary responsibilities governing the operation of its school at the Premises. Nothing contained herein shall interfere with the Sub-Tenant’s ability to act as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act. Nothing contained herein shall be interpreted as restricting the Sub-Tenant or its governing board from waiving its governmental immunity or require the Sub-Tenant or its board to assert, waive, or not waive its governmental immunity.
- D. This Sub-Lease shall not be modified or amended unless by a writing signed by Sub-Landlord and Sub-Tenant. All modifications and amendments must be reviewed and approved by the Sub-Tenant’s Charter School Office prior to execution by the Sub-Tenant;

however, notwithstanding the foregoing, the Charter School Office Director may waive such prior review rights in writing for certain non-substantive modifications.

[signature page to follow]

Sub-Landlord:

KIPP MICHIGAN


By: CANDACE ROGERS

Its: Superintendent

Sub-Tenant:

KIPP DETROIT IMANI ACADEMY


By: KIRK MAYES

Its: Board President

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") shall be effective July 1, 2024 by and between **KIPP MICHIGAN**, a Michigan non-profit corporation, whose address is 2222 W. Grand River Ave., Ste. A, Okemos, Michigan 48864 (the "Sub-Landlord") and **KIPP DETROIT IMANI ACADEMY** (the "Academy" or "KDIA"), a Michigan public school academy organized under the Revised School Code (the "Sub-Tenant").

1. BASIC LEASE PROVISIONS

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Sub-Tenant: KIPP Detroit Imani Academy.
- C. Sub-Tenant's Address (for notices): 36237 Weber Drive, Sterling Heights, Michigan 48310.
- D. Sub-Landlord: KIPP Michigan.
- E. Sub-Landlord's Address (for notices): 2222 W. Grand River Ave., Ste. A, Okemos, Michigan 48864.
- F. Prime Landlord: Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese Of Detroit.
- G. Prime Landlord's Address (for notices):

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties Archdiocese of Detroit
12 State Street Detroit, Michigan 48226
- H. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Sub-Landlord dated April 18, 2020, as it may be amended from time to time.
- I. Sublease Term: Begins July 1, 2024 and ends June 30, 2025.
- J. Commencement Date (subject to change as specified in Section 2.2. or Section 5 hereof): July 1, 2024.
- K. Expiration Date: June 30, 2025.

- L. Base Rent: Forty-Six Thousand Two Hundred Forty-Two and 00/100 Dollars (\$46,242.00) per annum. Base monthly rent shall be Three Thousand Eight Hundred Fifty-Three Dollars and Fifty Cents (\$3,853.50).
- M. Payee of Rent: KIPP Michigan.
- N. Address for Payment of Rent: 2222 W. Grand River Ave., Ste. A, Okemos, Michigan 48864.
- O. Utilities Sublease Share: Five percent (5%).
- P. Description of Premises:
1. "Common Areas" shall mean the gymnasium, North basement meeting room, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.
 2. "Leased Rooms shall mean the South Basement Hall, southeasternmost 441 sf of the North Basement Hall, and the Coaches Office adjacent to the gymnasium, located in the School Building. South Basement shall be available for after-school activities which do not obstruct or interfere with Sub-Tenant's personal property based on Sub-Tenant's prior approval. The terms of this Sub Lease reflect a 15% reduction in base rental rate for this specific room in exchange for this consideration.
 3. "Leased Premises" consists of the Leased Rooms and the Common Areas.
- Q. Security Deposit: \$0
- R. Sub-Tenant's Use: The Leased Premises are to be used and occupied only for the programs sponsored by KIPP: Imani Detroit Academy and related activities and no other purpose.
- S. Broker: Not applicable

RECITALS

- A. Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Prime Landlord"), entered into a certain Lease Agreement dated as of February 28, 2020 (the "Prime Lease"), whereby Prime Landlord leases to KIPP Michigan approximately 3,750 rentable square feet of space consisting of "Common Areas" as defined in the Prime Lease and Classroom 204 and South Basement Hall (the "Premises") in a building located at 19321 West Chicago, Detroit, Michigan 48228 (the "School Building").
- B. The Academy is a public-school academy authorized pursuant to a contract (the

“Contract”) issued by the Central Michigan University Board of Trustees (“CMU”) and operates under the direction of the KDIA Board of Directors (“KDIA Board” or the “Board”).

- C. Sub-Landlord desires to sublet the Premises to Sub-Tenant (collectively, the “Parties”), and Sub-Tenant desires to sublet the Premises from Sub-Landlord for the operation of the Academy.
- D. The Parties have requested that Prime Landlord consent to the Sublease.
- E. The Parties desire to enter into this Sublease on the terms and conditions set forth herein.
- F. Prime Landlord desires to consent to this Sublease on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. Except as otherwise expressly set forth herein, all capitalized terms used herein shall have the meanings given such terms in the Prime Lease.

2. DEMISE; TERM.

2.1. Demise. Sub-Landlord hereby subleases the Subleased Premises to Sub-Tenant, and Sub-Tenant hereby subleases the Subleased Premises from Sub-Landlord, together with all fixtures installed in the Subleased Premises by or for the benefit of Sub-Landlord, and also together with all appurtenances and rights ancillary to the Subleased Premises.

2.2. Term. Subject to Section 5, the term of this Sublease (the “Sublease Term”) shall commence on the date (hereinafter “Commencement Date”) which is the earlier to occur of:

- a) The date specified in Section 1(J); or
- b) The date Sub-Tenant first occupies all or part of the Premises. The Term shall expire on the date (“Expiration Date”) specified in Section 1(K), unless sooner terminated as otherwise provided elsewhere in this Sublease.

3. PRIME LEASE. Sub-Landlord is the tenant under a Prime Lease (the “Prime Lease”) with the Prime Landlord identified in Section 1(F), bearing the date specified in Section 1(H). Sub-Landlord represents and warrants to Sub-Tenant that (a) Sub-Landlord has delivered to Sub-Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Sub-Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Sub-Landlord’s knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3.1. Terms of Sublease Identical With Prime Lease. It is intended that the terms and conditions of this Sublease shall be identical to the terms and conditions of the Prime Lease as they relate to the Subleased Premises, including but not limited to provisions in the Prime Lease

that this Sublease will terminate automatically without penalty to Sub-Tenant in the event the Academy's Charter Contract is terminated or a reconstitution of the Academy is required or the Academy site is closed. Additionally, Sub-Landlord and Sub-Tenant agree that:

3.1.1. Each and every term, condition, covenant and agreement of the Prime Lease, as it relates to the Subleased Premises, is a term, condition, covenant and agreement of this Sublease, and is incorporated in this Sublease by reference, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sublease;

3.1.2. Sub-Tenant shall perform all obligations and comply with all terms, conditions, covenants and agreements of Sub-Landlord as tenant under the Prime Lease for the Sublease Term, as they relate to the Subleased Premises, except to the extent inconsistent with the express terms of this Sublease and except as set forth in Section 3.2 of this Sub-Lease; and

3.1.3. The term "Landlord" as set forth in the Prime Lease shall mean Sub-Landlord in this Sublease and the term "Tenant" as set forth in the Prime Lease shall mean Sub-Tenant in this Sublease.

3.2. Terms Not Incorporated. Notwithstanding the provisions of Section 3.1 of this Sublease, the following provisions of the Prime Lease are not incorporated in or made part of this Sublease: N/A.

3.3. Sublease Controls. If there is a conflict between the stated terms and conditions in this Sublease and those set forth in the Prime Lease, the terms and conditions set forth in this Sublease control.

3.4. Performance To Be Tendered To Prime Landlord. Except as otherwise provided in this Sublease, Sub-Tenant may tender performance of its obligations directly to Prime Landlord so that all of Sub-Landlord's obligations under the Prime Lease accruing during the Sublease Term with respect to the Subleased Premises shall be fully satisfied and discharged by Sub-Tenant's performance.

3.5. Covenant Against Actions Causing Default Under Prime Lease. Sub-Tenant shall not do or cause to be done or suffer or permit to be done any act or thing which would constitute a default under the Prime Lease or which would cause the Prime Lease or any of Sub-Landlord's rights under the Prime Lease to be cancelled, terminated, forfeited or prejudiced or which would render Sub-Landlord liable for any damages, fines, claims, penalties, costs or expenses under the Prime Lease. So long as Sub-Tenant is not in Default under this Sublease beyond any applicable notice, grace or cure periods, Sub-Landlord shall not commit any act or omission during the Sublease Term that would lead to the termination or surrender of the Prime Lease.

3.6. Sub-Landlord's Representations and Warranties. As an inducement to Sub-Tenant to enter the Sublease, Sub-Landlord represents and warrants that:

3.6.1. Sub-Landlord has the full right to enter into this Sublease (subject, however, to Prime Landlord's consent);

3.6.2. The Prime Lease is in full force and effect and Sub-Landlord shall not amend or modify the Prime Lease in any manner that would materially decrease Sub-Tenant's rights and privileges or materially increase Sub-Tenant's obligations;

3.6.3. Sub-Landlord has not received from Prime Landlord any notice of any default on the part of Sub-Landlord under the Prime Lease which has not been cured and, to the best of Sub-

Landlord's knowledge, no such default now exists nor has Sub-Landlord given Prime Landlord notice of any default on the part of Prime Landlord or Sub-Landlord under the Prime Lease which has not been cured and, to the best of Sub-Landlord's knowledge, no such default now exists;

3.6.4. Sub-Landlord has submitted to Sub-Tenant a true and complete copy of the Prime Lease, a copy of which is attached hereto as **Exhibit A**;

3.6.5. To the extent Prime Landlord's consent or approval is required hereunder, Sub-Landlord shall use commercially reasonable efforts to promptly obtain such consent or approval;

3.6.6. Sub-Landlord shall not cause or permit to be done any act or thing which would constitute a default under the Prime Lease which would cause the Prime Lease or any of Sub-Tenant's rights hereunder to be cancelled, terminated, forfeited or prejudiced.

4. **SUBLEASE.** Sub-Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Sub-Tenant to be performed, hereby subleases to the Sub-Tenant, and the Sub-Tenant accepts from the Sub-Landlord, certain space described in Section 1(P) (the "Premises") and located in the building (the "Building"), situated on and a part of the property (the "Property") legally described in Exhibit A attached hereto and made a part hereof.
5. **POSSESSION.** Sub-Landlord agrees to deliver possession of the Premises on or before the date specified in Section 1(J) in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.
6. **SUB-TENANT'S USE.** The Premises shall be used and occupied only for the Sub-Tenant's Use set forth in Section 1(R).
7. **RENT.** Beginning on the Commencement Date, Sub-Tenant agrees to pay the Base Rent set forth in Section 1(L) to the Payee specified in Section 1 (M), at the address specified in Section 1 (N), or to such other payee or at such other address as may be designated by notice in writing from Sub-Landlord to Sub-Tenant, without prior demand therefor and without any setoff or deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Sub-Tenant to Sub-Landlord upon execution of this Sublease by Sub-Tenant. Base Rent shall be prorated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Sub-Tenant to Sub-Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Sub-Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Sub-Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Sub-Landlord to Prime Landlord for an equivalent default under the Prime Lease.
8. **ADDITIONAL RENT:** Sub-Tenant is to reimburse Sub-Landlord for a portion of the costs of janitorial/custodial services contracted by the Sub-Landlord as follows:
\$980.00 per month.
9. **SUB-TENANT'S OBLIGATIONS.** Sub-Tenant shall be responsible for, and shall pay the following:
 - A. Reserved.
 - B. All utility services for the Premises, including water and sewer, gas, snow removal, maintenance costs, electricity, repairs and replacements as to the Premises and its equipment, and other services delivered to the Premises, to the extent Sub-Landlord is obligated

to perform the same under the Prime Lease.

C. Notwithstanding anything contained herein to the contrary, if Sub-Landlord procures equipment, materials, and supplies at the request of or on behalf of Sub-Tenant, the Sub-Landlord shall follow applicable competitive bidding laws and not include any added fees or charges with the cost of such equipment, materials, and supplies purchased from third parties (except that Sub-Landlord may assess actual costs, such as taxes, shipping, permits, installation, or other actual expenses to Sub-Tenant).

10. **QUIET ENJOYMENT.** Sub-Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Sub-Tenant is not in default in the performance of its covenants and agreements in this Sublease, Sub-Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Sub-Landlord.
11. **SUB-TENANT'S INSURANCE.** Sub-Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Sub-Landlord under the Prime Lease, naming Sub-Landlord, as well as Prime Landlord and the related parties required to be named as additional insureds under the Prime Lease, in the manner required therein, and such property insurance as is required to be carried by Sub-Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Sub-Landlord to insure leasehold improvements or alterations, then Sub-Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Sub-Tenant. Sub-Tenant shall furnish to Sub-Landlord a certificate of Sub-Tenant's insurance required hereunder not later than ten (10) days prior to Sub-Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Sub-Tenant hereby waives claims against Prime Landlord and Sub-Landlord for property damage to the Premises or its contents if and to the extent that Sub-Landlord waives such claims against the "Landlord Parties" as defined in the Prime Lease (herein referred to as the "Prime Landlord Related Parties"). Sub-Tenant agrees to obtain, for the benefit of Prime Landlord and Sub-Landlord, such waivers of subrogation rights from its insurer as are required of Sub-Landlord under the Prime Lease.
12. **ASSIGNMENT OR SUBLETTING.**
 - A. Sub-Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Sub-Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof, or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Sub-Tenant. Sub-Landlord's consent to an assignment of this Sublease or a further sublease of the Premises shall not be unreasonably withheld, and if Sub-Landlord consents thereto, Sub-Landlord shall use reasonable efforts to obtain the consent of Prime Landlord if such consent is required to be obtained under the Prime Lease. Any cost of obtaining Prime Landlord's consent shall be borne by Sub-Tenant.
 - B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Sub-Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Sub-Tenant from Sub-Tenant's obligations and agreements hereunder and Sub-Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been

made.

13. **RULES.** Sub-Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Sub-Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.
14. **REPAIRS AND COMPLIANCE.** Sub-Tenant shall promptly pay for the repairs set forth in Section 9(B) hereof and Sub-Tenant shall, at Sub-Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Sub-Tenant's particular use or manner of use thereof, except that Sub-Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Sub-Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Sub-Tenant, or is required by reason of a breach of any of Sub-Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.
15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Sub-Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Sub-Tenant. In the event Sub-Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Sub-Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Sub-Landlord the obligation to repair or restore leasehold improvements or alterations, Sub-Tenant shall be responsible for repair or restoration of leasehold improvements or alterations. Sub-Tenant shall make any insurance proceeds resulting from the loss which Sub-Landlord is obligated to repair or restore available to Sub-Landlord and shall permit Sub-Landlord to enter the Premises to perform the same, subject to such conditions as Sub-Tenant may reasonably impose.
16. **ALTERATIONS.** Sub-Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Sub-Tenant's proposed Alterations would not constitute a default under the Prime Lease, Sub-Landlord's consent thereto shall none the less be required, but Sub-Landlord's consent to such Alterations shall not be unreasonably withheld, and if Sub-Landlord consents thereto, Sub-Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Sub-Tenant are permitted or consented to as aforesaid, Sub-Tenant shall comply with all of the covenants of Sub-Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Sub-Tenant shall indemnify, defend and hold harmless Sub-Landlord and Prime Landlord Related Parties against liability,

loss, cost, damage, liens and expense imposed on Sub-Landlord arising out of the performance of Alterations by Sub-Tenant.

17. **SURRENDER.** Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Sub-Tenant's right to possession of the Premises, Sub-Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Sub-Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Sub-Tenant's failure to perform maintenance, repairs or replacements as required of Sub-Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Sub-Tenant). Sub-Tenant shall surrender to Sub-Landlord all keys to the Premises and make known to Sub-Landlord the combination of all combination locks which Sub-Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Sub-Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Sub-Tenant; provided, however, that Sub-Landlord shall have the right to require Sub-Tenant to remove any Alterations made by Sub-Tenant, or portion thereof. Said right shall be exercisable by Sub-Landlord's giving written notice thereof to Sub-Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Sub-Tenant shall also remove any Alterations made by Sub-Tenant, or portion thereof, which Prime Landlord may require Sub-Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Sub-Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Sub-Landlord or Prime Landlord requires removal of any Alteration made by Sub-Tenant, or a portion thereof, and Sub-Tenant does not make such removal in accordance with this Section, Sub-Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Sub-Tenant, or warehouse the same. Sub-Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Sub-Landlord and Sub-Tenant, Sub-Tenant shall not be required to remove any Alterations performed by Sub-Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the Term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Sub-Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Sub-Tenant shall permit Sub-Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Sub-Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.
18. **REMOVAL OF SUB-TENANT'S PROPERTY.** Upon the expiration of this Sublease, Sub-Tenant shall remove Sub-Tenant's articles of personal property incident to Sub-Tenant's business ("Trade Fixtures"); provided, however, that Sub-Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Sub-Tenant does not remove Sub-Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Sub-Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Sub-Tenant, or warehouse the same, and Sub-Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Sub-Landlord on demand, or Sub-

Landlord may treat said Trade Fixtures as having been conveyed to Sub-Landlord with this Lease as a Bill of Sale, without further payment or credit by Sub-Landlord to Sub-Tenant.

Notwithstanding anything contained herein to the contrary, any and all fixtures purchased by Sub-Tenant shall remain the property of Sub-Tenant.

Notwithstanding anything contained herein to the contrary, if Sub-Tenant makes improvements to the Premises, the Sub-Tenant shall be entitled to recoup the actual out of pocket cost of such improvements from Sub-Landlord in the event Sub-Landlord terminates the Lease without cause prior to the termination date stated herein.

19. **HOLDING OVER.** Sub-Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Sub-Tenant's right to possession in consequence of an Event of Default hereunder. In the event Sub-Tenant or any party claiming by, through or under Sub-Tenant's holds over, Sub-Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Sub-Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Sub-Tenant or any party claiming by, through or under Sub-Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Sub-Tenant's right to possession, Sub-Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Sub-Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Sub-Tenant's right to possession. The acceptance by Sub-Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.
20. **ENCUMBERING TITLE.** Sub-Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Sub-Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Sub-Tenant, or by reason of any other act or omission of Sub-Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Sub-Tenant shall accrue only against the subleasehold estate of Sub-Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Sub-Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Sub-Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Sub-Tenant or claimed to have been furnished to Sub-Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Sub-Tenant, provided, however, that if so permitted under the Prime Lease, Sub-Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Sub-Tenant shall give to Prime Landlord and Sub-Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim of lien, Sub-Tenant shall immediately pay any judgment

rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. **INDEMNITY.** To the extent permitted by law and without waiving any governmental immunities, Sub-Tenant agrees to indemnify Sub-Landlord and hold Sub-Landlord harmless from all losses, damages, liabilities and expenses which Sub-Landlord may incur, or for which Sub-Landlord may be liable to Prime Landlord or any other Prime Landlord Related Party, arising from the acts or omissions of Sub-Tenant which are the subject matter of any indemnity or hold harmless of Sub-Landlord to Prime Landlord or any other Prime Landlord Related Party under the Prime Lease.

Sub-Landlord shall indemnify the Academy Board for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Sub-Landlord's use or prior use of hazardous material at the physical plant.

22. **SUB-LANDLORD'S RESERVED RIGHTS.** Sub-Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.
23. **DEFAULTS.** Sub-Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:
- A. Sub-Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Sub-Tenant asking reorganization of Sub-Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or
 - B. Sub-Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Sub-Tenant shall institute any proceedings for relief of Sub-Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or
 - C. Sub-Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Sub-Tenant or any of the property of Tenant; or
 - D. Sub-Tenant shall admit in writing its inability to pay its debts as they become due; or
 - E. The Premises are levied on by any revenue officer or similar officer; or
 - F. A decree or order appointing a receiver of the property of Sub-Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof, or
 - G. Sub-Tenant shall abandon the Premises during the Term hereof; or
 - H. Sub-Tenant shall default in any payment of Rent required to be made by Sub-Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Sub-Tenant; or
 - I. Sub-Tenant shall default in securing insurance or in providing evidence of insurance as set forth in Section 11 of this Sublease or shall default with respect to lien claims as set forth in Section 20 of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Sub-Tenant; or
 - J. Sub-Tenant shall, by its act or omission to act, cause a default under the Prime Lease and

such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

- K. Sub-Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Sub-Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Sub-Tenant.

24. **REVOCATION OR TERMINATION OF CONTRACT.** If the Sub-Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Sub-Tenant after expiration of the Sub-Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Sub-Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination.
25. **AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSTITUTION.** In the event that the Sub-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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Sub-Tenant, and the Sub-Landlord shall have no recourse penalty for early termination.
26. **REMEDIES.** Upon the occurrence of any one or more Events of Default, Sub-Landlord may exercise any remedy against Sub-Tenant which Prime Landlord may exercise for default by Sub-Landlord under the Prime Lease.
27. **SECURITY DEPOSIT.** To secure the faithful performance by Sub-Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Sub-Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Sub-Tenant has deposited with Sub-Landlord the Security Deposit as specified in Section 1(Q) on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Sub-Landlord may have on account thereof, and upon such application Sub-Tenant shall pay Sub-Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Sub-Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Sub-Landlord's assignee and if the same be turned over as aforesaid, Sub-Tenant hereby releases Sub-Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Sub-Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Sub-Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Sub-Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Sub-Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Sub-Tenant has vacated the Premises and surrendered possession thereof to Sub-Landlord at the expiration of the Term or any extension or renewal

thereof as provided herein; (e) in the event that Sub-Landlord terminates this Sublease or Sub-Tenant 's right to possession by reason of an Event of Default by Sub-Tenant, Sub-Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Sub-Tenant's default; and (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Sub-Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due to Sub-Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Sub-Landlord in partial liquidation of Sub-Landlord's damages.

- 28. NOTICES AND CONSENTS.** All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Sub-Tenant, addressed to Sub-Tenant at the address specified in Section 1(C) or at such other place as Sub-Tenant may from time to time designate by notice in writing to Sub-Landlord or (b) if for Sub-Landlord, addressed to Sub-Landlord at the address specified in Section 1(E) or at such other place as Sub-Landlord may from time to time designate by notice in writing to Sub-Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.
- 29. PROVISIONS REGARDING SUBLEASE.** This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Sub-Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Sub-Landlord against a default by Sub-Tenant which might cause a default or event of default by Sub-Landlord under the Prime Lease:
- A.** Provided Sub-Tenant shall timely pay all Rent when and as due under this Sublease, Sub-Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Sub-Landlord to Prime Landlord under the Prime Lease.
 - B.** Except as otherwise expressly provided herein, Sub-Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Sub-Tenant on behalf of Sub-Landlord. For example, Sub-Landlord shall at all times keep in full force and effect all insurance required of Sub-Landlord as tenant under the Prime Lease.
 - C.** Except as otherwise expressly provided herein, Sub-Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Sub-Tenant shall perform affirmative covenants which are also covenants of Sub-Landlord under the Prime Lease at least five (5) days prior to the date when Sub-Landlord's performance is

required under the Prime Lease. Sub-Landlord shall have the right to enter the Premises to cure any default by Sub-Tenant under this Section.

D. Reserved.

E. Sub-Landlord hereby grants to Sub-Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Sub-Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Sub-Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Sub-Landlord shall have no responsibility for or be liable to Sub-Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Sub-Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Sub-Landlord, under the Prime Lease.

30. RESERVED.

31. PRIME LANDLORD'S CONSENT. This Sublease and the obligations of the parties hereunder are expressly conditioned upon Sub-Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Sub-Tenant shall promptly deliver to Sub-Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Sub-Tenant's business and/or the financial condition of Sub-Tenant. Sub-Landlord and Sub-Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Sub-Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Sub-Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Sub-Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Sub-Tenant may use the Premises for the purpose set forth in Section 1(R) and that Sub-Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Sub-Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent. Upon such termination, (A) Sub-Landlord will return the Security Deposit and any prepaid rent to Sub-Tenant, (B) this Sublease will become null and void, and (C) neither party will have any liability or obligation to the other under this Sublease.

32. BROKERAGE. Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease other than the Broker as specified in Section 1(S), whose commission shall be paid by Sub-Landlord, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

33. FORCE MAJEURE. Sub-Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Sub-Landlord's part to be performed, if Sub-Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Sub-Tenant or Sub-Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Sub-Landlord. This Section shall not be applicable, however, if Sub-Landlord's failure timely to perform creates a default by Sub-Landlord under the prime Lease.

34. ADDITIONAL PROVISIONS

- A.** Sub-Tenant shall have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous materials present at the Premises prior to its occupancy. Any such liability shall be the responsibility of the Sub-Landlord.
- B.** All Lease and physical plant records of the Sub-Landlord regarding the Premises and this Lease shall be made available to Sub-Tenant's independent auditor and its respective Charter School Office.
- C.** Nothing contained herein shall be interpreted to interfere with Sub-Tenant and Sub-Tenant's governing board's statutory, contractual, and fiduciary responsibilities governing the operation of its school at the Premises. Nothing contained herein shall interfere with the Sub-Tenant's ability to act as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act. Nothing contained herein shall be interpreted as restricting the Sub-Tenant or its governing board from waiving its governmental immunity or require the Sub-Tenant or its board to assert, waive, or not waive its governmental immunity.
- D.** This Sub-Lease shall not be modified or amended unless by a writing signed by Sub-Landlord and Sub-Tenant. All modifications and amendments must be reviewed and approved by the Sub-Tenant's Charter School Office prior to execution by the Sub-Tenant; however, notwithstanding the foregoing, the Charter School Office Director may waive such prior review rights in writing for certain non-substantive modifications.

[signature page (s) to follow]

The parties have executed this Sublease as of the day and year first above written.

SUB-LANDLORD:

KIPP MICHIGAN



By: CANDACE ROGERS

Its: Superintendent

SUB-TENANT:

KIPP DETROIT IMANI ACADEMY



By: KIRK MAYES

Its: Board President

SUBLEASE

THIS SUBLEASE is made and entered into this 4th day of May, 2024 by and between **ST. SUZANNE CODY ROUGE COMMUNITY RESOURCE CENTER** ("Landlord") and **KIPP Michigan** ("Tenant").

1. BASIC LEASE PROVISIONS.

- A. Property Address: 19321 West Chicago, Detroit, Michigan 48228.
- B. Tenant's Address: 2222 W. Grand River Ave., Ste A, Okemos, Michigan 48864
- C. Landlord's Address (for notices): 19321 West Chicago, Detroit, Michigan 48228.
- D. Prime Landlord: Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese Of Detroit.
- E. Prime Landlord's Address (for notices):

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- F. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Landlord dated April 18, 2020, as it may be amended from time to time.
- G. Sublease Term: Begins July 1, 2024 and ends June 30, 2025.
- H. Commencement Date (subject to change as specified in Section 4 or Section 5 hereof): July 1, 2024.
- I. Expiration Date: June 30, 2025.
- J. Base Rent: Forty-Six Thousand Two Hundred Forty-Two and 00/100 Dollars (\$46,242.00) per annum. Base monthly rent shall be 3,853.50.
- K. Payee of Rent: St. Suzanne Cody Rouge Community Resource Center.

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L. Address for Payment of Rent: 19321 West Chicago, Detroit, Michigan 48228.

M. Utilities Sublease Share: Five percent (5%).

N. Description of Premises:

- (1) "Common Areas" shall mean the entryways, stairways, hallways in the School Building, gymnasium, north basement hall, abbey, the outdoor classroom, the walkways, playgrounds and parking lot on the Property. Common areas gymnasium, north basement hall, abbey and outdoor classroom are scheduled subject to common building calendar.
- (2) "Leased Rooms: shall mean the South Basement Hall, southeasternmost 441 sf of the North Basement Hall, and the Coaches Office adjacent to the gymnasium, located in the School Building. Leased Rooms shall be available for after-school activities which do not obstruct or interfere with Tenant's personal property based on Tenant's prior approval. The terms of this Sub Lease reflect a 15% reduction in base rental rate for this specific room in exchange for this consideration.
- (3) "Leased Premises" consists of the Leased Classrooms and the Common Areas.

O. Security Deposit: \$0

P. Tenant's Use: The Leased Premises are to be used and occupied only for the programs sponsored by KIPP Michigan and related activities and no other purpose.

Q. Broker: Not applicable

2. **PRIME LEASE.** Landlord is the tenant under a Prime Lease (the "Prime Lease") with the Prime Landlord identified in Section 1(D), bearing the date specified in Section 1(F). Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3. **SUBLEASE.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in Section 1(N) (the "Premises") and located in the building (the "Building"), situated on and a part

of the property (the "Property") legally described in Exhibit A attached hereto and made a part hereof.

4. **TERM.** Subject to Section 5, the term of this Lease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") which is the earlier to occur of:

A. The date specified in Section 1(H); or

B. The date Tenant first occupies all or part of the Premises. The Term shall expire on the date ("Expiration Date") specified in Section 1(I), unless sooner terminated as otherwise provided elsewhere in this Sublease.

5. **POSSESSION.** Landlord agrees to deliver possession of the Premises on or before the date specified in Section 1(H) in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. **TENANT'S USE.** The Premises shall be used and occupied only for the Tenant's Use set forth in Section 1(P).

7. **RENT.** Beginning on the Commencement Date, Tenant agrees to pay the Base Rent set forth in Section 1(J) to the Payee specified in Section 1(K), at the address specified in Section 1(L), or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any setoff or deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the Term. All charges, costs and sums required to be paid by Tenant to Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Landlord to Prime Landlord for an equivalent default under the Prime Lease.

8. **ADDITIONAL RENT:** Tenant is to reimburse Landlord for a portion of the costs of janitorial/custodial services contracted by the Landlord as follows: \$980.00 per month.

9. **TENANT'S OBLIGATIONS.** Tenant shall be responsible for, and shall pay the following:

A. Reserved.

B. All maintenance, repairs and replacements as to the Premises and its equipment, to the extent Landlord is obligated to perform the same under the Prime Lease.

10. **QUIET ENJOYMENT.** Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Tenant is not in default in the performance of its covenants and agreements in

this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord.

11. **TENANT'S INSURANCE.** Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Landlord under the Prime Lease, naming Landlord, as well as Prime Landlord and the related parties required to be named as additional insureds under the Prime Lease, in the manner required therein, and such property insurance as is required to be carried by Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Landlord to insure leasehold improvements or alterations, then Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Tenant. Tenant shall furnish to Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Tenant hereby waives claims against Prime Landlord and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against the "Landlord Parties" as defined in the Prime Lease (herein referred to as the "Prime Landlord Related Parties"). Tenant agrees to obtain, for the benefit of Prime Landlord and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease.

12. **ASSIGNMENT OR SUBLETTING.**

A. Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof, or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant. Landlord's consent to an assignment of this Sublease or a further sublease of the Premises shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord if such consent is required to be obtained under the Prime Lease. Any cost of obtaining Prime Landlord's consent shall be borne by Tenant.

B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. **RULES.** Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. **REPAIRS AND COMPLIANCE.** Tenant shall promptly pay for the repairs set forth in Section 9(B) hereof and Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to

Tenant's particular use or manner of use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations. Tenant shall make any insurance proceeds resulting from the loss which Landlord is obligated to repair or restore available to Landlord and shall permit Landlord to enter the Premises to perform the same, subject to such conditions as Tenant may reasonably impose.

16. **ALTERATIONS.** Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Tenant's proposed Alterations would not constitute a default under the Prime Lease, Landlord's consent thereto shall none the less be required, but Landlord's consent to such Alterations shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall comply with all of the covenants of Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Prime Landlord Related Parties against liability, loss, cost, damage, liens and expense imposed on Landlord arising out of the performance of Alterations by Tenant.

17. **SURRENDER.** Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal

property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord's giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which Prime Landlord may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Landlord or Prime Landlord requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the Term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. **REMOVAL OF TENANT'S PROPERTY.** Upon the expiration of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord on demand, or Landlord may treat said Trade Fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. **HOLDING OVER.** Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default hereunder. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to recover damages, including without limitation, damages payable by Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Tenant's right to possession,

Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. **ENCUMBERING TITLE.** Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the subleasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Prime Landlord and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. **INDEMNITY.** Tenant agrees to indemnify Landlord and hold Landlord harmless from all losses, damages, liabilities and expenses which Landlord may incur, or for which Landlord may be liable to Prime Landlord or any other Prime Landlord Related Party, arising from the acts or omissions of Tenant which are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord or any other Prime Landlord Related Party under the Prime Lease.

22. **LANDLORD'S RESERVED RIGHTS.** Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.

23. **DEFAULTS.** Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof, or

G. Tenant shall abandon the Premises during the Term hereof; or

H. Tenant shall default in any payment of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in Section II of this Sublease or shall default with respect to lien claims as set forth in Section 20 of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

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

25. **AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSTITUTION.** 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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse penalty for early termination.

26. **REMEDIES.** Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant which Prime Landlord may exercise for default by Landlord under the Prime Lease.

27. **SECURITY DEPOSIT.** To secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit as specified in Section 1(0) on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's assignee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Landlord terminates this Sublease or Tenant's right to possession by reason of an Event of Default by Tenant, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; and (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied first to the payment of any Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

28. **NOTICES AND CONSENTS.** All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service

(a) if to Tenant, addressed to Tenant at the address specified in Section 1(B) or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in Section 1(C) or at such other place as Landlord may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.

29. **PROVISIONS REGARDING SUBLEASE.** This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Prime Lease.

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Reserved.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime

Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Prime Lease.

30. **RESERVED.**

31. **PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for the purpose set forth in Section 1(P) and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent.

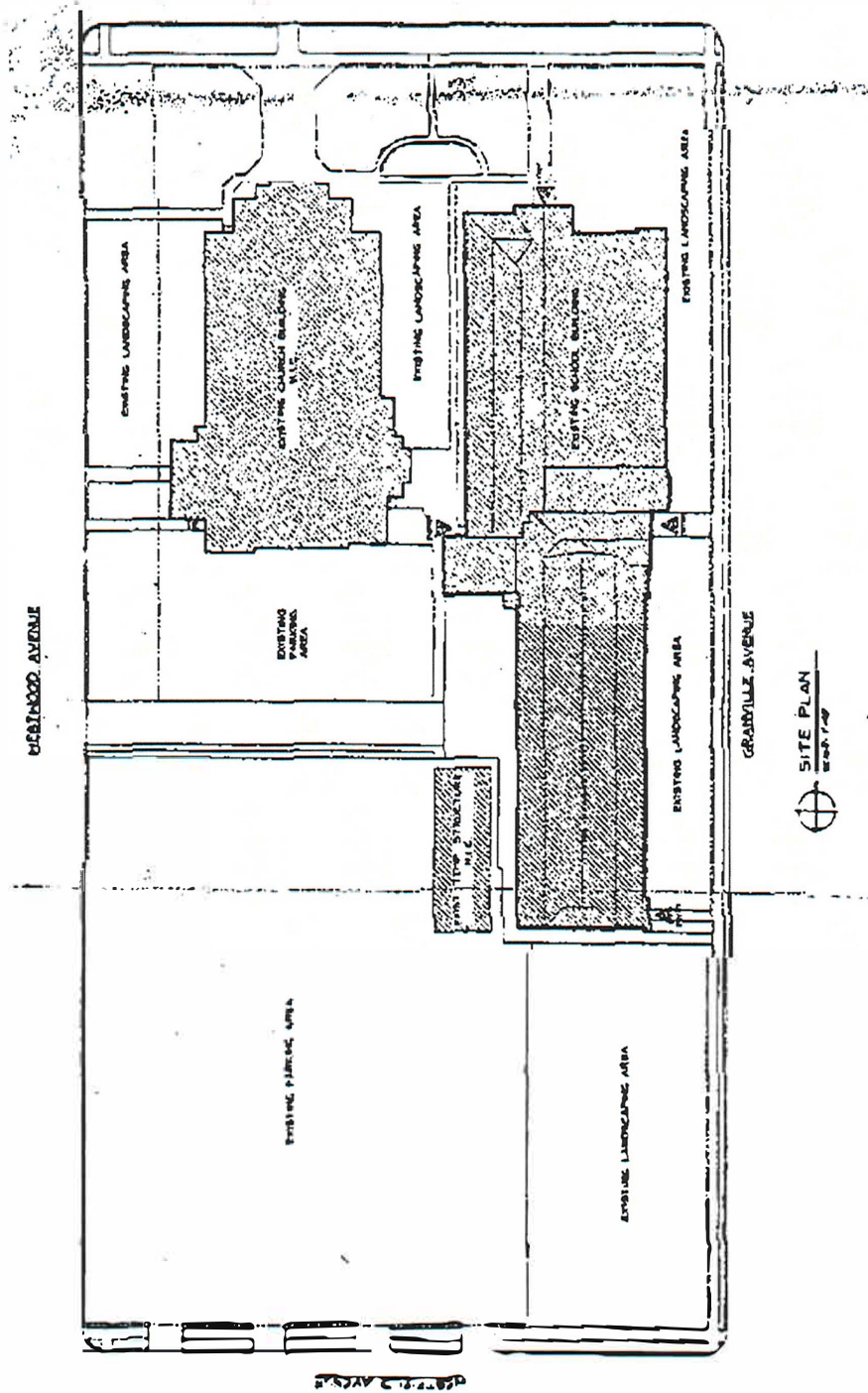
32. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease other than the Broker as specified in Section 1(Q), whose, commission shall be paid by Landlord, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

33. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Landlord. This Section shall not be applicable, however, if Landlord's failure timely to perform creates a default by Landlord under the prime Lease.

34. **ADDITIONAL PROVISIONS** (none if left blank).

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EXHIBIT A PROPERTY



Detroit_16095809_1

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease") is entered into as of Feb 28, ~~2019~~, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT ("Landlord"), whose address is 12 State Street, Detroit, Michigan 48226, and St. Suzanne Cody Rouge Community Resource Center (SSCRCRC), located at 19321 West Chicago, Detroit, MI 48228, a Michigan non-profit corporation ("Tenant") whose address is 771 Seminole, Detroit, MI 48214 (herein called "Tenant").

Landlord and Tenant agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord the Leased Premises (as defined in below), together with the non-exclusive right to the use of the Common Areas (as defined below). As used in this Lease, the following terms shall have the meanings set forth below.

"Common Areas" shall mean the entryways, stairways, hallways and restrooms in the Building, and the walkways and parking lot located on the Property.

"Leased Premises" shall mean the interior of the Building, excluding, however, the portion of the second floor of the Building leased to W.A.Y. Academy; and shall also include the small modular building in the parking lot.

"Property" the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as St. Suzanne Cody Rouge Resource Center and more particularly described on the attached Exhibit A.

"Building" shall mean the building located on the Property, depicted on Exhibit B attached hereto.

2. **Occupancy; Common Areas.** Subject to the terms and conditions of this Lease, on the date of this Lease Tenant shall have the right to take full and exclusive occupancy of the Leased Premises for the Permitted Use (as later defined) and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). The Tenant shall provide to the pastor ("Pastor") of St. Suzanne Parish ("Parish") keys and all access codes, if applicable, for the Leased Premises. Landlord reserves the right, without Tenant's consent: (a) to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Common Areas and serving other parts of the Property, (b) to make alterations or additions to, and improvements to, the Common Areas, to construct other buildings and improvements on the Property, to relocate the various buildings, parking areas and other Common Areas, to reduce the Common Areas, and change the configuration of the Property in any manner it deems fit, to close temporarily any Common Area to make repairs or changes, and to do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, (c) to grant easements on the

Property, to allow third parties to use all internal access ways constructed on the Property, to make boundary adjustments to the Property, and to dedicate for public use portions of the Property, including without limitation any public streets or any other improvements; provided, however, none of the foregoing shall materially interfere with Tenant's use or quiet enjoyment of the Building. Tenant shall not block, obstruct or in any manner interfere with the Common Areas, or any part thereof, by any means whatsoever and provided that such actions by the Landlord shall require at least fourteen (14) days prior written notice to Tenant unless emergency conditions exist.

3. **Term.**

(a) The term of this Lease shall commence on the date hereof and shall expire on June 30, 2020, unless earlier terminated as expressly provided herein. The lease shall automatically renew on an annual basis unless either party elects to terminate the Lease as of the end of the then current term by giving ninety (90) days advance notice to the other party.

(b) This Lease may be terminated at any time by the Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective the end of the current fiscal year as on the date of notice provided it being understood by the parties that a fiscal year runs from July 1 to the following June 30.

4. **Use.** The Leased Premises shall be used and occupied as a community outreach center (the "Permitted Use") and for no other purpose. None of the proposed subtenants will provide services in such a way that Catholic faith and morals will be contravened.

5. **Rent.**

(a) The Tenant agrees to pay the Landlord, without demand, offset or deduction, as rental for the Leased Premises ("Base Rent"), on the twentieth (20th) day of each and every month, in advance, \$ 3,000.00 ("Monthly Base Rent").

(b) All checks for payment of Monthly Base Rent shall be payable to "St. Suzanne/Our Lady Gate of Heaven Parish" and shall be mailed to: Pastor, St. Suzanne/Our Lady Gate of Heaven Parish, 9357 Westwood, Detroit, Michigan. If at any time payment of the Monthly Base Rent under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any Monthly Base Rent is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, Monthly Base Rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate for any reason during the term hereof.

6. **Utilities.** Tenant shall pay all charges for all utilities used by Tenant or charged to the Leased Premises during the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"). Tenant shall pay its share of the monthly utility costs within ten (10) days of receipt of written notice from the Landlord of the same. The parties hereby agree that Tenant's share of the Utility Charges shall be sixty percent (60%) of the utility charges for the Building.

7. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

8. **Compliance With Laws; Licensure.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and Common Areas and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises and Common Areas. Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Areas that will in any way obstruct or interfere with the rights of other tenants or occupants, if any, or use or allow the Leased Premises or Common Areas to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. If the nature of the Tenant's business requires licensure, Tenant shall keep in effect at all times during the term of this Lease a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises or Common Areas in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises or Common Areas, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises or Common Areas, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises or Common Areas to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises or Common Areas.

(b) With respect to the release of Hazardous Materials upon the Leased Premises or Common Areas caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises or Common Areas, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises or Common Areas in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or Common Areas or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed

or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

10. **Asbestos.** To the extent applicable, Tenant, at Tenant's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the "Asbestos Laws") with respect to the Leased Premises and Common Areas, including, but not limited to, performing all of Landlord's obligations. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Landlord is a third party beneficiary of such contract. Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

11. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) During the entire term of this Lease, including any extension period, Tenant agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including without limitation the HVAC equipment, electrical and plumbing systems. Tenant shall keep the Leased Premises and in a clean, sanitary and safe condition at all times, including custodial services, elevator maintenance, trash removal, a dumpster and disposal. The Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the roof, four outer walls, floor slab, facade and boiler. Landlord shall be responsible at its sole cost and expense for contracting for maintenance of the lawn and landscaping of the Leased Premises and Common Areas and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises and Common Areas. Tenant shall be provided access to and allowed to contact directly any contractors contracted by the Landlord for snow and ice removal for the purposes of ensuring the overall safety of participants in the Leased Premises on a timely basis in emergency conditions. Tenant hereby acknowledges and agrees that, except for Landlord's Obligations, it is the intent of the parties that Landlord shall have no obligation whatsoever to maintain or repair or replace any portion of the Leased Premises and that all of its obligations under this Section apply to all of the Leased Premises.

12. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord and the Parish from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises or Common Areas.

13. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a certificate of insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that the applicable Landlord Parties are entitled to recovery for the negligence of Tenant even though a Landlord Party is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a certificate of insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such amounts and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance Charges"). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

13. **Indemnity.** Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective

employees, managers, partners, officers, directors, attorneys, contractors and agents (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (a) the occupancy, condition, operation or use of the Leased Premises, the Common Areas or any other part of the Property, (b) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, Common Areas or any other part of the Property, (c) use or misuse of any portions of the Leased Premises, Common Areas or any other part of the Property by Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (d) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

14. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises or Common Areas without the Landlord's prior written consent which shall not be reasonably withheld. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord Parties harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer;
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

15. **Damage to Leased Premises.** In the event the Building shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease and such destruction renders the Building partially or totally untenantable, then Landlord may either elect that the Building be repaired or rebuilt or, at its sole option, terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease, such destruction renders the Building partially or totally untenantable and Landlord does not elect to terminate this Lease pursuant to the proceeding sentence, then the damage to the Building shall be promptly repaired by Landlord and Monthly Base Rent and other charges under this Lease shall be abated in proportion to the amount of the Building rendered untenantable until so repaired. In no event shall Landlord be required to repair or replace Tenant's personal property, including, but not limited to, trade fixtures, furnishings or equipment. In the event of reconstruction or repair by Landlord, any amount expended by Landlord in repairing the improvements to the Leased Premises in excess of the proceeds of insurance received by Landlord pursuant to Section 14(d) of this Lease allocated to the Leased Premises shall be repayable by Tenant to Landlord within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such excess. Landlord's insurance carrier shall determine the amount of insurance proceeds attributable to the damage to such improvements, which determination shall be binding upon Landlord and Tenant. If Landlord is required or elects to repair or rebuild the Building as herein provided, Tenant shall repair or replace personal property, including, but not limited to, trade fixtures, furnishings and equipment, in a manner and to at least a condition equal to that prior to its damage or destruction.

16. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the

balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the Monthly Base Rent thereafter to be paid shall be reduced on a per square foot basis.

17. **Assignment and Subletting.** Except for subleases ("Approved Subleases") to the sublessees ("Approved Sublessees") listed on the rent roll attached as Schedule 1 hereof ("Rent Roll"), Tenant covenants that it shall not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Lease: (i) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial; or (ii) in the event that the Tenant is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Tenant to lose such affiliation. The Approved Subleases shall be in the form attached as Schedule 2 hereto, and the terms shall be consistent with the terms set forth on the Rent Roll, unless otherwise approved by Landlord in writing.

18. **Events of Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- (a) if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- (b) if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- (c) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a

petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;

- (d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- (e) if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- (f) if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.
- (g) the parties agree that a Default will not occur without the Landlord providing the tenant at least fourteen (14) days prior written notice of the acts constituting the alleged default and providing the Tenant is provided the opportunity to cure the default within fourteen (14) days after the Tenant receives the notice from the Landlord.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, in addition to any other rights and remedies available under this Lease or at law or in equity, do one or more of the following:

- (a) Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 22 hereof; or
- (b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or
- (c) Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord

shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;

- (d) Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- (e) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, attorney's fees and costs.
- (f) Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

All rights, powers, and privileges conferred under this Lease upon Landlord shall be cumulative, but not restrictive to those given by law.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 21(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- (c) the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by

allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The “worth at the time of award” of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord’s Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Base Rent or additional rent. If Tenant shall fail to pay any sum of money, other than the payment of Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant’s part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto (“Reimbursable Expenses”) within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Base Rent.

22. **Additional Rent.** All payments and other charges, costs and expenses that Tenant assumes or agrees to pay under this Lease, other than the payment of Monthly Base Rent, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease, shall be deemed additional rent, and in the event of nonpayment, Landlord shall have all the rights as herein provided for failure to pay Monthly Base Rent.

23. **Tenant’s Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of Base Rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses (each a “Delinquent Payment”), within five (5) days of when due (“Delinquency Date”), provided that Landlord gives Tenant written notice that it’s payment is late and if payment is not made within 14 days after the notice is given. Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section

shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

24. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, with 48 hours prior notice to Tenant, to access and inspect the Leased Premises with Tenant present and in such a manner that shall not reasonably disrupt the Tenant's business operations to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

25. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

26. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

27. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

28. **Governing Law.** This Lease shall be governed by the laws of the State of Michigan.

29. **Entire Agreement; Modifications.** This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference,

respecting this Lease or any real or personal property leased hereunder. No waiver, modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

30. **Non-Waiver.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of Base Rent or additional rent. The acceptance of all or part of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of any other type of default hereunder.

31. **Time is of the Essence.** Time is of the essence in this Lease.

32. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

Pastor, St. Suzanne – Our Lady Gate of Heaven Parish
19321 W. Chicago, Detroit, Michigan

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

St. Suzanne Cody Rouge Community Resource Center (SSCRCRC)
771 Seminole
Detroit, MI 48214

33. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

34. **“AS IS”; No Representations.** Tenant accepts the Leased Premises and Common Areas in its condition on the date of this Lease, “AS IS” and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises and Common Areas. This Lease is not made in reliance upon any representation whatsoever.

35. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

36. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Common Areas, and property of which they are a part, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). This Lease, as it may be amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under this Lease, as it may be amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under this Lease, as it may be amended, renewed or extended from time to time, because of a termination of the Use Agreement. Rather, this Lease, as it may be amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in this Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of this Lease, as it may be amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of this Lease, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to enter into this Lease and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of this Lease, as it may be amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

37. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises, Common Areas, and property of which they are a part without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

38. **Subordination.** This Lease and the rights of the Tenant hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such

instrument or instruments in the name of Tenant. In addition, Tenant agrees that, upon the request of Landlord or any mortgagee of Landlord, Tenant shall execute a estoppel certificate in form satisfactory to Landlord or any mortgagee of Tenant.

39. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other.

40. **Signs.** No sign may be erected on the Leased Premises or Common Areas without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable ordinances of the municipality in which the Property is located and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises, Common Areas and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

41. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred by Landlord.

42. **Force Majeure.** Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default under this Lease to the extent Landlord is unable to perform any of its obligations hereunder on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Landlord.

43. **No Set-Off.** The parties hereto hereby covenant and agree that Landlord shall receive the Base Rent and additional rent and all other sums payable by Tenant hereinabove provided as income from the Leased Premises, without any abatement, reduction, set-off, counterclaim, defense or deduction whatsoever.

44. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all

reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. The Landlord and the Tenant agree that any rules and regulations shall not materially alter the Tenants rights under this lease or its right to use the Leased premises and will not impose additional obligations or requirements on Tenant that will cost Tenant more than \$25.00 per month to comply with. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

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

46. **Severability.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect.

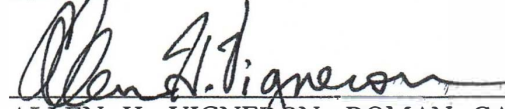
47. **Authority.** Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

48. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

Landlord:

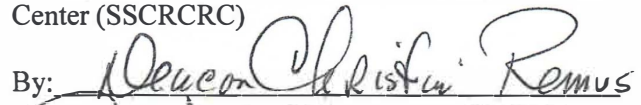


ALLEN H. VIGNERON, ROMAN CATHOLIC
ARCHBISHOP OF THE ARCHDIOCESE OF
DETROIT

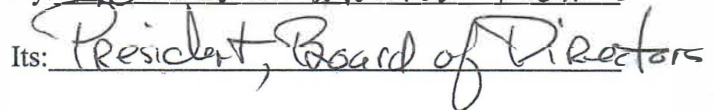
Tenant:

St. Suzanne Cody Rouge Community Resource
Center (SSCRCRC)

By:



Its:



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: BLDG17-01338

19321 W CHICAGO ST

Detroit, MI 48228

COUNTY: Wayne

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: 10/19/2017

KIPP Detroit Imani Academy

Contract Amendment No. 3

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 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years¹** in grades K-2 will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current, spring, grade-level national norms ² on the NWEA Growth reading and math tests administered in the spring.	Distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%

Measure 2: Student Growth

The academic growth of all students in grades K-2 at the Academy will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The median of student growth percentiles (MGP) reflecting fall-to-spring scaled score growth on the reading and math NWEA Growth tests.	MGP: Exceeds $\geq 65\text{th}$ Meets $\geq 50\text{th}$ Approaching $\geq 45\text{th}$ Does not meet $< 45\text{th}$	Reading: 50 Math: 50

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

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

KIPP Detroit Imani Academy

Contract Amendment No. 3

Tab 5

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

The mission of KIPP Detroit Imani Academy (“Academy”): *Together, with families and communities, we create joyful, academically excellent schools that prepare students with the skills and confidence to pursue the paths they choose--college, career, and beyond--so they can lead fulfilling lives and build a more just world.*

Vision

The vision of KIPP Detroit Imani Academy: *Children grow up free to create the future they want for themselves and their communities.*

Values

Unique to each KIPP school are the values by which they live. The values of KIPP Detroit Imani Academy are CARE, an acronym outlined below:

Community: *“What I consider mine, I will build and nurture.” This school, and what we create, belongs to all of us.*

Agency: *We believe, deeply, in a sense of agency. The families of Detroit are best positioned to dictate their future and bring it to fruition. Our job is to nurture the inner gifts of every child to help them create the future of their highest aspiration.*

Restoration: *We are restorative-minded. We see challenges as opportunities to learn and grow; and know that, by finding and repairing the root cause, we can be made better by the presenting obstacle in front of us.*

Excellence: *We possess an internal bar for excellence – our goal is to surpass ordinary standards and prove the possible.*

It is said that faith is the substance of things hoped for; those supporting and leading KIPP Detroit Imani Academy are showing up with unbounded hope and CARE in our hearts for the future of students and families in Detroit. Our experience has taught us that the schoolhouse is more than a building – we are a community. And we are truly honored to be WITH families as we build this new community full of CARE, faith, and hope.

Curriculum

The Academy’s curriculum is designed to prepare students for a rigorous school experience which we intend to be a stepping stone for students to pursue a path of their choice. The Academy partners with KIPP to implement a curriculum built around the Michigan Academic Standards (“MAS”), which aligns with the mission and prepares students for success in high school, college, and beyond.

The curriculum is aligned with the MAS for English language arts (“ELA”), mathematics, science, social studies, art and music and the Physical Education Content Standards and Benchmarks. This approach ensures students are learning the appropriate content for each grade level.

Core Content Areas

ELA

The Academy’s vision is that every child grows up free to create the future they want for themselves and their communities. In pursuit of this, the Academy must ensure that all students are strong readers, writers, and communicators so that they can learn, discover, express themselves, and craft their future. In the words of Zaretta Hammond, what guides our work as educators is *“How are students code breakers, how are they text users, how are they text critics, and how are they meaning-makers?”* The Academy believes that intentional, comprehensive, research-based instruction in ELA instruction for all students in grades K-5 lays the groundwork for creating a more equitable world.

Our mission at KIPP is grounded in partnership with families and communities. Through our commitment to early literacy specifically, the Academy promises families that their child will:

- have the support and resources they need to be skilled, joyful readers going into third grade.
- learn to read in a way that’s backed by science and in a way that deepens their understanding of themselves and others.
- have a skilled teacher, trained in both the science of how children learn to read and the art of joyful teaching.
- get the individual support they need.

The Academy promises families that their child won’t just learn to read; they will learn to read in a text-rich and joyful classroom. And families are our partner in this effort, every step of the way. Read more in [KIPP’s Early Literacy Promise to Families](#).

Data shows we need to do better

According to the National Assessment of Educational Progress (“NAEP”), a third of students in the United States cannot read at a basic level and more than six in ten fourth graders aren’t proficient readers. It has been this way since testing began.¹ Additionally, a recent study sponsored by Reading Plus found that by the time they finish high school, today’s students read 19% slower than their counterparts of 50 years ago.² In 2019 at KIPP, based on the NWEA® MAP® Growth™ Assessment, 44% of students were at or above grade level (50th percentile) at the end of 3rd grade. Like national results, at KIPP there is a difference in results across racial demographics between Black and Latinx students.

¹ 2019 National Assessment of Educational Progress (NAEP). NAEP tests 4th and 8th graders. Accessed June 2021: <https://www.nationsreportcard.gov/highlights/reading/2019/>

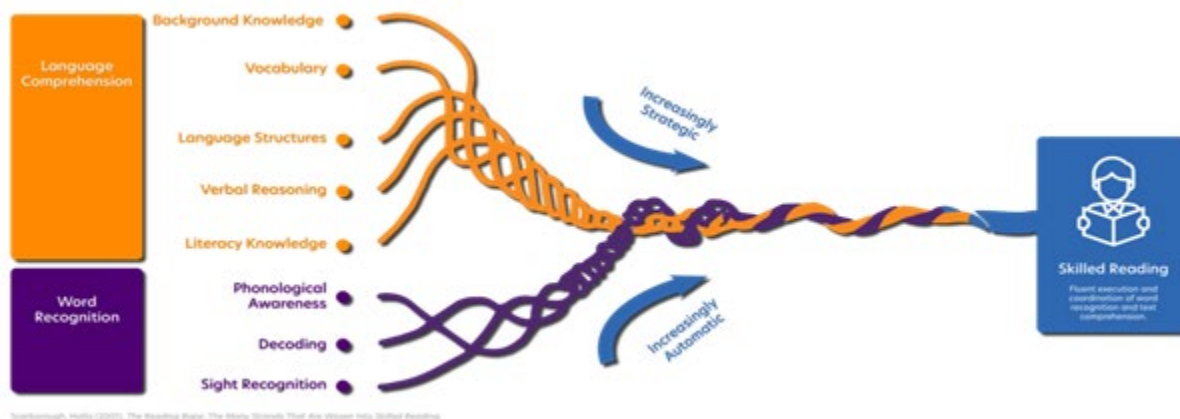
² “Students Are Reading Slower and Comprehending Less. Here’s What To Do About It,” by Kelli Anderson. September 24, 2019. <https://www.edsurge.com/news/2019-09-24-students-are-reading-slower-and-comprehending-less-here-s-what-to-do-about-it>

What Students Need: Research Base: The Science of Reading: Scarborough's Rope

Scarborough's rope is a graphic which illustrates how all skills are woven together to achieve skilled reading.

The upper strand of the rope represents Language Comprehension skills. The skills that comprise Language Comprehension are as follows:

1. Background Knowledge-all of the previous facts, concepts beliefs and experiences that readers bring to a text
2. Vocabulary-the knowledge of the meaning of words in a text
3. Language Structures-the relationship between words and sentences in a text
4. Verbal Reasoning-the ability to comprehend, reason and problem solve using concepts expressed through words
5. Literacy Knowledge-An understanding of how a text is organized and for what purpose, including a knowledge of print concepts



What Students Need in a Literacy Curriculum

Based on this data and what the research is telling us, students need a literacy curriculum that includes:

- ***Building Decoding Skills and Word Recognition:*** Instruction and practice reading targeted at building decoding skills and word recognition, using decodable texts.
- ***Working with Texts of Grade-level Complexity or Beyond:*** Read-aloud and shared reading paired with discussion to build students' knowledge, vocabulary, and understanding of text meaning, using texts of grade-level complexity or beyond (read aloud).
- ***Volume of Engaged Reading Beyond Instruction:*** Additional reading (small group, independent, or shared) within the ELA block and across all content areas to support all aspects of reading, including engagement and motivation, using texts at a variety of levels.
- ***Joyful, Relevant Instruction:*** Equitable instruction supports students to crack the alphabet code and engage in content based learning to produce skilled readers. Equitable instruction allows for meaning making, and provides mirrors, windows, and sliding doors for students. It develops a love of reading and writing, and equips students with the skills to be "code breakers, text users, text critics and meaning makers (Zaretta Hammond)."

Why EL Education as the Core Curriculum

- Through its foundational skills and content-based literacy blocks, EL Education supports students in the most important areas of ELA instruction: vocabulary, knowledge, fluency, decoding and syntax. It supports students in cracking the alphabetic code and in engaging in high level thinking and discourse, analysis and synthesis through deep engagement in content and challenging texts.
- EL Education's curriculum is comprehensive; it provides comprehensive lessons along with assessments to support the implementation of equitable literacy instruction. It explicitly teaches and formally assesses all strands and standards of the Common Core English Language arts standards for each grade level.
- The curriculum is grounded in principles of equity called the Dimensions of Student Achievement. This expanded definition of Student Achievement supports students to be confident and collaborative readers and writers.

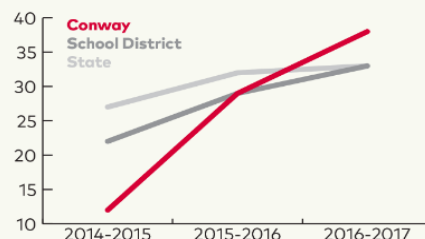
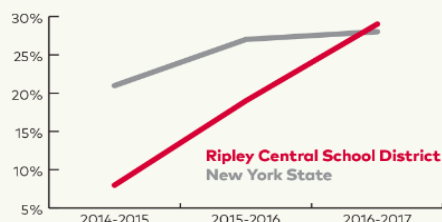


- It is one of the highest rated curriculum by Edreports, an independent nonprofit committed to ensuring all students have access to high quality instructional materials.
- There is data supporting successful implementation of EL Education's curriculum; as an example:

Accelerating Equity

Literacy Partners from across the country see dramatic gains for students in historically underserved subgroups, and find that students in those populations outperform their state and district peers.

Economically Disadvantaged Student Proficiency (% Proficient)



- **Detroit Public Schools Community District, Detroit, MI** - Only two years into a five-year plan featuring our curriculum and PD, students' 2019 ELA test scores showed the greatest single-year improvement on state tests in the history of the exam. Students improved over 2018 results across all grade-levels. [Learn more.](#)

Supplemental ELA Curriculum

Phonemic awareness is such a strong predictor of reading success; as such, in early elementary, the EL Education's core curriculum will be supported by two supplemental curricula:

1. In grades K-2, the ELA block of the academic program will include Heggerty. Heggerty is a research-based curriculum of daily phonemic and phonological awareness lesson plans.
2. In grades K-2, the ELA block of the academic program will include Core Knowledge Skills strand.
 - Skills: The Skills strand teaches reading and writing in tandem.
 - children practice blending (reading) and segmenting (spelling) using the sound spellings they have learned.
 - Decodable stories are introduced halfway into the kindergarten program. Stories are 100% decodable—made up entirely of words and sound spellings the students have been taught, or “tricky words” that also have been explicitly taught.

The CKLA Skills strand was designed to be fully in accord with the findings of the National Reading Panel and is aligned with the goals in the “Reading Foundational Skills” section of the Common Core State Standards.

Developing reading proficiency and strong literacy skills in elementary and middle grades is the cornerstone of the ELA curriculum, which upholds the MAS to ensure college- and career-readiness for all students. The ELA curriculum is designed to produce highly literate students who are proficient readers, evaluative writers and collaborative, analytical thinkers.

Mathematics

If students are to be well-equipped for college and beyond and the Academy is to live our vision that every child grows up free to create the future they want for themselves and their communities then the Academy must ensure all students see themselves as knowers and doers of mathematics who can use math to understand and shape their world. This requires moving past an understanding of mathematics learning as “answer-getting” and mathematics classrooms as places where students complete worksheets in silence, to understand mathematics learning as the work of reasoning about concepts and applying those concepts to solving real problems and mathematics classrooms where students work in groups to grapple with problems and are expected to justify their reasoning and critique the reasoning of others. The Academy must cultivate what Zaretta Hammond calls “Independent Learners.”

To this end, the Academy understands rigor in the mathematics classroom to mean the pursuit of conceptual understanding, procedural fluency grounded in that understanding, and the application of that understanding in problem solving all with equal vigor. The MAS for K-12 Mathematics tell us that math learning must focus on both the grade level content and the mathematical practices that are at the heart of reasoning in as mathematicians. We are also told that math learning must be coherent “reflect[ing] not only the topics that fall within a certain academic discipline, but also the key ideas that determine how knowledge is organized and generated.” The Academy is committed to math classrooms that bring this vision of what it means to know math to life.

The Academy also commits to what Aguilar, Mayfield-Ingram, and Martin describe as “The Five Equity Based Practices in Mathematics Classrooms” to ensure that students’ sense of agency and identities as mathematicians are built for all students by:

1. Going deep with mathematics,
2. Leveraging multiple math competencies,
3. Affirming math learners identities,
4. Challenging spaces of marginality, and
5. Drawing on multiple resources of knowledge (math, culture, language, family, community).

Data shows we need to do better

The Academy knows that success in mathematics opens doors to choice-filled lives for students and "A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment."³ However, nationally only 41% of 4th graders, 34% of 8th graders, and 24% of 12th graders are proficient in mathematics, as measured by the National Assessment of Educational Progress (“NAEP”). In fact, 19% of 4th graders, 21% of 8th graders, and 40% of 12th graders do not leave with the basic mathematical skills and understanding expected at that grade. Despite this, growth on NAEP has been stagnant since roughly 2005. The story is even more troubling when we notice that there has been a persistent gap in performance between white students and students of color and between wealthier students and those with lower socio-economic status for as long as we have measured. The city of Detroit’s average performance on NAEP is below the bar for basic math in both 4th and 8th grade.

Our poor performance and persistent racial gaps have deep roots. Mathematics education in the United States has long had a “culture of exclusion” in which “the teacher’s task is to state rules, present examples, and pose exercises that are quite similar to the examples [...] The corresponding role for students is to listen carefully and follow directions with speed and precision to compute answers to formulaic problems [...] perceived differences are used to justify stratification such that the culture of exclusion in mathematics education shapes access to intellectually stimulating learning opportunities, prestigious educational programs, lucrative careers, and high-status identities [...] This ideology makes persistently unequal mathematics achievement appear normal, even inevitable.”(Louie, 2017)

Further, we know from the work of the New Teacher Project that students spend only about 26% of time in class on grade-level content and students of color spend about one third as much time on grade level content as their white peers and students from low-income households spend about one fifth as much time on grade level content as their more affluent peers.

What Students Need: Research Base

Research tells us that procedural fluency built on strong conceptual understanding and flexible numeracy is a powerful predictor of success in later math classes. *“When students showed high-achievement, they solved calculation problems using number sense - interacting with numbers*

³ National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

flexibly and conceptually. When students demonstrated low-achievement they used no number sense and seemed to believe that their role was to recall and use a standard method, clinging to formal procedures, using them very precisely, even when it made sense to abandon them. Students showing lower levels of achievement did not know less. They just did not use numbers flexibly, probably because they had been told from an early age to memorize methods and number facts instead of interacting with numbers flexibly.” (Boaler, 2016).

The work of Clements and Sarama states that student’s development of conceptually-grounded numeracy and procedural-fluency can be hidden when we look only at students final answers but can be seen accurately assessed when we look at their work or listen to their explanations of thinking. Further, Clements and Sarama have shown that this learning progresses along predictable Learning Trajectories from early childhood through upper elementary grades. It is therefore essential for classroom instruction to attend closely to students’ thinking and provide ample opportunities for students to build conceptual understanding and apply that knowledge to both tackle increasing complex problems and apply increasingly sophisticated and efficient strategies to the same problem types over time.

Finally, the work of Stein, Smith and many others has shown us that the intentional selection of high-quality instructional tasks is a prerequisite for instruction that builds conceptual understanding. Those tasks must be paired with teachers' pedagogical learning to engage students in mathematical discourse that builds learning aligned to both content and practice standards.

What Students Need in a Mathematics Curriculum

A Curriculum must, first, be aligned to the content and practice standards of the MAS and with its demands for Focus and Coherence. As the National Council of Teachers of Mathematics put it, *“Mathematics comprises different topical strands, such as algebra and geometry, but the strands are highly interconnected. The interconnections should be displayed prominently in the curriculum and in instructional materials and lessons. A coherent curriculum effectively organizes and integrates important mathematical ideas so that students can see how the ideas build on, or connect with, other ideas, thus enabling them to develop new understandings and skills [...] Because students learn by connecting new ideas to prior knowledge, teachers must understand what their students already know. Effective teachers know how to ask questions and plan lessons that reveal students’ prior knowledge; they can then design experiences and lessons that respond to, and build on, this knowledge.” (Principles and Standards for School Mathematics, NCTM, 2000)*

A mathematics curriculum must develop procedural fluency and flexible numeracy grounded in conceptual understanding, supporting students to both develop flexibility and steadily increase the sophistication of their strategies. This can be accomplished through intentional progressions and tasks that preference different strategies to support students in adopting new approaches and through the progression from concrete to representational and then abstract representations.

A mathematics curriculum must also align with our vision for equitable math instruction supporting the implementation of The Five Equity Based Practices in Mathematics Classrooms.

Why Eureka Math² as the Core Curriculum

Great Minds™ Eureka Math² meets all of the Academy’s expectations.

- The scope and sequence is aligned to the MAS and lessons include clear indications for where Mathematical Practice Standards are addressed and should be highlighted in instruction.
- Lessons and Modules progress from concrete, to representational, and then to abstract approaches to the same concepts over time. The use of consistent representations with and across grades allows student link new learning to previous understanding and highlight the coherence of math learning. For example, the use of area models for multiplication and division is built on students' initial experiences with arrays and is leveraged throughout their K-12 experience to support everything from computation strategies based on the distributive property in elementary grades to polynomial division in high school.
- Lessons and Modules are built around tasks designed to first cultivate numeracy and conceptual understanding and then leverage that to build computation strategies that steadily increase in complexity along established learning trajectories. For example, first building flexibility with decompositions up to 10 before using that fluency to support make ten and take from ten strategies for addition and subtraction from 10-20 then up through 120.
- Fluency activities and application tasks that launch every lesson are designed to bridge past learning to new learning and to steadily increase the complexity of students' strategies through both problem selection and student discussion.
- The structure of new learning and lesson debriefs within Eureka Math are well designed to support the forms of student problem solving and discourse outlined by Smith and Stein. Further, this form of discourse is well aligned to The Five Equity Based Practices in Mathematics Classrooms.

Science-

As the Association for the Advancement of Science and the National Council on Science explains, developing college-ready and scientifically literate students involves:

- teaching a mixture of content knowledge
- the practices and skills of scientists
- information on the nature of science

Why Mystery Science as the Core Curriculum

Mystery Science is an innovative, standards aligned, hands-on curriculum that teaches children how to think like scientists. Its phenomena-driven instruction helps kids to better understand and communicate about the world around them through writing, discussion, and exploration.

Mystery Sciences uses the 5E Instructional Model.

- ***Engage:*** short intro videos that raise a compelling kid-question and uses storytelling and visuals to introduce students to a scientific phenomenon. This is designed to get students excited to investigate.
- ***Explore:*** hands-on activities. Students experience key concepts through a collaborative hands-on inquiry activity. Students test predictions, share ideas, and record observations. Teachers act as a facilitator; supporting students in establishing relationships and communicating their experiences/ideas.
- ***Explain:*** discussion questions. Students have frequent opportunities to connect their prior knowledge to new concepts. They share their thoughts and build explanations.

- ***Elaborate:*** Extensions. Opportunities for students to apply their learning to a similar or new situation.
- ***Evaluate:*** Assess students' knowledge.

Consistent with the goals to create scientifically literate students, Mystery Science takes the following approach:

1. Student interest and engagement enables learning
2. Students prior knowledge is an important resource and conceptual understanding supports deeper reasoning about a topic
3. Scientific discourse facilitates conceptual development

Student interest and engagement enables learning

There are two fundamentally different motivations for learning, and understanding the difference between these two motivations is key:

- Some students might be motivated for the sake of learning new things and improving their skills (learning orientation)
- Some students may be motivated by receiving positive feedback from a teacher or avoiding criticism (performance orientation)

Research indicated that students with a learning orientation have increased cognitive engagement (Pintrich, Marx & Boyle, 1993). Research in science classrooms suggests that students who are intrinsically interested in the lesson will be more likely to view tasks as purposeful and worth doing (Pittman, Emery, & Boggiano, 1982), use more creative thinking (Amabile & Hennessey, 1992) and learn at a deeper level (Ryan, Connell, and Plant, 1990).

Mystery Science lessons are designed to motivate students for the sake of learning new things. Each Mystery begins with a genuine kid-question that wows students. After this hook, every student wants to know the answer and every minute of instruction continues to unfold by guiding students in the solving of the mystery. A series of clues and repeated discussions as well as opportunities for reflection and disagreement maintain a high level of engagement so that students are intrinsically motivated to investigate and figure out the answer.

Students prior knowledge is an important resource and conceptual understanding supports deeper reasoning about a topic.

Evolutionary biologist Stephan Jay Gould (1985) argued that “no scientist can develop an adequate ‘feel’ for nature (that undefinable prerequisite of true understanding) without probing deeply into minute empirical details of some well-chosen group of organisms” (p. 168). In order for students to reason deeply about a topic, they need to first have familiarity with the phenomena. It’s hard to reason about cause and effect relationships or the evidence to support claims, without first developing some degree of content knowledge about a topic (Schauble, 1996). Research studies suggest that domain specific knowledge is critical for scientific reasoning (A.L. Brown, 1990; Gobbo & Chi, 1986).

To develop this domain knowledge, Mystery Science begins by activating what students already know. Students’ prior knowledge is an important resource, and the basis upon which new knowledge is constructed (NRC, 1999). To leverage students’ prior knowledge, Mystery Science

selects real-life contexts that are familiar to students. It situates the lesson in a familiar context so that students can relate to the examples and scenarios. Mysteries utilize rich visuals to present phenomena and draw students' attention to a particular puzzle. It builds on their initial familiarity to point out something they may not have noticed. The illustrative visuals and compelling narrative further develop students' content knowledge, positioning them to reason about the puzzle more deeply. Over the course of the full Mystery, students are able to reason scientifically during the multiple opportunities for discussion, investigation, and reflection.

Scientific discourse facilitates conceptual development

Scientific discourse is a central means by which students make sense of their thinking and the thinking of others. Language and thought are deeply intertwined (Vygotsky, 1962). It is through talking that students clarify and express their own ideas, so opportunities for discourse in science classrooms are critical. In order to learn science, one must "talk science" (Lemke, 1990). In discussion, students listen to their classmates' ideas, compare others' ideas to their own, and advance their own understanding. Empirical studies have shown that scientific discussion can improve student learning. In a meta-analysis of 20 studies, Fonseca & Chi (2011) found that self-explaining and dialogic interaction consistently led to greater student learning.

Scientific argumentation is a form of discourse that is particularly central to the development of scientific ideas. New theories are advanced and justified through the presentation of evidence and reasoning. Likewise, student engagement in argumentation is an important means by which students compare differing ideas and evaluate the evidence for claims (Osborne et al., 2001). Dialogue in the form of argumentation has also been shown to improve student learning (e.g. Asterhan & Schwarz, 2009).

In Mystery Science, student discourse is at the heart of our instructional approach. Lessons are engineered so that all students are at the edge of their seats, eager to participate in the class or small group discussion. Not only are opportunities for discussion incredibly frequent, but they are also highly motivated. In the exploration, the visuals and narratives stimulate students' ideas and the discussion questions are carefully crafted to invite divergent thinking. Each discussion question is designed to get students talking to each other, whether they are sharing prior knowledge, making predictions, or arguing for their ideas using evidence. In addition to discussion opportunities during the exploration, students are encouraged to share ideas during the investigation and in reflective discussion questions where they synthesize their findings.

Social Studies

According to the Michigan Department of Education ("MDE"), "the purpose of social studies instruction is to develop social understanding and civic efficacy. The Grade Level Content Expectations balance disciplinary content and processes and skills that contribute to responsible citizenship and form a foundation for high school social studies coursework." The social studies curriculum, which is aligned to the MAS, ensures students are not only prepared for high school and college, but also prepared for life as global citizens. Developing students' understanding in the disciplines of history, geography, civics and government, economics and public discourse ensures readiness for college and responsible citizen involvement. In addition to supporting learning in these areas, the social studies curriculum also incorporates the skills required by the MAS for Literacy in History/Social Studies, which allow students to develop and utilize critical thinking skills by making connections, inferences and arguments around the content and learned skills. This

focus on content, skills and critical thinking produces students who are knowledgeable in social studies and prepared to participate in society as informed citizens.

The curriculum supports the social studies disciplines that best prepare students to be contributing members of society. Students who master the social studies curriculum understand how history, geography, civics and economics interact in a global society. Through exposure to primary and secondary sources, students develop knowledge of shared national and world history and are able to make connections between the past and present as well as between cultures and government systems.

- In kindergarten through second grades, students learn about the social studies disciplines by developing an understanding of culture and community through the lens of “Myself and Others,” “Families and Schools” and “The Local Community.” In these early grades, students begin to learn about history and culture in the surrounding world. Students study personal history, family history and examine local examples of the community and school to become familiar with basic geography, economy and functions of government.

Co-curricular areas

The Academy nurtures high-achieving, well-rounded students. The Academy will offer physical education as a co-curricular.

Physical Education

Physical education includes a sequence of developmental experiences through which children learn by moving. Students first learn and practice basic movement skills and manipulate objects by throwing, catching, striking, pushing, pulling and climbing. Students take part in a variety of individual and group activities, games to increase body awareness, practice new skills and learn to move safely with respect to other people. Students also learn about the physical and mental benefits of a healthy lifestyle characterized by physical activity. Students will use movement skills in more complex ways by learning the concepts of fairness, positive attitude, teamwork and sportsmanship. Students learn to recognize the correlation between practice and mastery of skill and complete various types of drills to increase abilities. Students ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

In grades K-5, physical education will use The Exemplary Physical Education Curriculum™ (“EPEC™”), a nationally recognized program that combats the crushing burden of chronic disease. Of all health problems, chronic diseases are the most costly, widespread, and preventable. Physical activity is highly protective against the major chronic diseases (obesity, diabetes, heart disease).

The objectives in EPEC systematically and sequentially increase fitness levels, develop motor skills, and increase activity-related knowledge. EPEC also helps to develop the personal, social, and attitudinal characteristics students need to be physically active for life. Therefore, EPEC is a true public health initiative being carried out completely in the education arena.

EPEC is also a school reform initiative that is working to shift the emphasis of physical education away from merely keeping students busy, happy, and well-behaved toward instruction based on clearly-stated outcomes. As a result of this defined direction and clear objectives, students are more likely to learn, develop competencies and confidence, and be prepared for a physically active life.

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

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

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

Students Below Grade Level

Three years ago, TNTP partnered with five diverse school systems – rural and urban, district and charter – and concluded that students only demonstrated mastery of grade-level standards on their assignments 17 percent of the time. That gap exists because so few assignments actually gave students a chance to demonstrate grade-level mastery. Students spent more than 500 hours per school year on assignments that weren’t appropriate for their grade and with instruction that did not ask enough of them – the equivalent of six months of wasted class time in each subject.

However, when students did have the chance to work on content that was appropriate for their grade, they rose to the occasion more often than not.

- In classrooms where students had greater access to grade-appropriate assignments, they gained nearly two months of learning compared to their peers.

- In classrooms where teachers held high expectations, students gained more than four months.
- The relationships between the materials and student outcomes were even stronger in classrooms where students started the year off behind. When students, who started the year behind grade level, had access to strong instruction, they closed gaps with their peers by six months.
- In classrooms with more-grade appropriate assignments, those gaps closed by more than seven months.

A core component of the KIPP program is college readiness; as such, the Academy is committed to ensuring that students receive a rigorous education that leads to academic preparation.

Students receive instruction directed towards grade-level standards; however, if a student needs targeted and scaffolded support to reach grade-level mastery, then instruction must be adjusted to better meet the needs of that student. The school's academic intervention approach is based on a cycle of assessment and instructional responses to meet student learning needs. This is based on a few key practices:

1. All staff are trained in the tracking of performance data and the identification of students not meeting performance thresholds.
2. Teachers will employ in-class strategies [such as small group instruction], with a focus on discrete skill support, to target those students who are not meeting performance thresholds.
3. Additional support strategies [such as tutoring and or pull-out] will be leveraged.
4. Intervention staff and teachers meet every four to six weeks as a collaborative team to discuss assessment data, monitor student progress and update intervention plans.
5. If necessary, internal diagnostic assessments are used to determine student needs and serve as the foundation for a written intervention plan.
6. Students struggling to make progress are assessed at least every two weeks, and those identified with the most severe academic needs will be assessed.
7. School leaders and intervention staff meet twice each month and focus on individual student data and strategies being used to meet student needs.

If a student is not making satisfactory academic progress/growth, a three-tier approach (Response-to-Intervention, or "RtI") will be considered to deliver systematic intervention services.

English Language Learners ("ELL")

During the registration process, the Academy's ELL coordinator will ask parents to complete the State Board of Education approved Home Language Survey. This survey will determine if students need to be screened.

A student will be screened if a parent/guardian responds affirmatively to:

1. Is your child's native tongue a language other than English?
and/or
2. Is the primary language used in your child's home or environment a language other than English?

Thereafter, the ELL coordinator conducts an informal interview of each student identified as a potential ELL. If the interview confirms that a student speaks a language other than English, [within 30 days] the student will be given the W-APT to determine his or her English proficiency. If the student scores proficient (at the state required level), this is designated as not requiring ELL services, and the screening process will stop. If the student scores at any lower level, the student is classified as an ELL student and placed appropriately in the Academy's ELL program.

ELL students will be fully immersed in mainstream classrooms where the Academy will implement a two-part program:

- In the general classroom, Sheltered Instruction and Use of the Sheltered Instruction Observation Protocol ("SIOP")- will be used as the vehicle for ELL students to acquire grade-level content.
- Students requiring English language acquisition instruction may be pulled out to receive English as a second language support or may receive support within the general education classroom by an EL teacher.

Each ELL student will have a Language Acquisition Plan ("LAP") that contains specific goals to quickly acquire both social and academic proficiency in English. The LAP details accommodations and modifications that must be implemented in the classroom and on standardized assessments.

Each year, the Academy administers the WIDA™ ACCESS test to measure students' progress learning English. The Academy uses the results combined with teacher observation and input to determine services to be provided through the ELL program for the coming school year.

Students who meet the 4.8 Overall score threshold on WIDA ACCESS for ELLs or P2 on the WIDA Alternate ACCESS for ELLs will exit the program.

Gifted Students

Teachers offer gifted students differentiated instruction and extended opportunities through a variety of means, including: enrichment lessons, exercises and content; differentiation in content, process, products and/or learning environment; infusion of tasks requiring higher-order thinking skills; and individualized learning opportunities. As needed, the Academy will accelerate grade-level or content-level learning for individual students, taking into consideration the students' specific needs. Students at or above grade level will be consistently challenged with classroom curricular content and high-quality instruction.

Use of NWEA assessments generate results that help set individual learning targets and measurable objectives for all students. The Academy uses these results to set higher individual learning targets and more rigorous growth objectives to monitor and measure the progress of gifted students.

Assessments

The Academy uses assessments to drive the academic program and plans to use assessments beyond state mandated, norm-referenced and computer-adaptive assessments. In addition to the state assessment, the Academy plans to also use the following:

- A baseline assessment (NWEA) in reading and math is administered to students upon acceptance to the Academy. To make this as convenient as possible for parents, this assessment is a part of the acceptance paperwork that must be submitted.

- Benchmark assessments (NWEA) to ensure that students in grades kindergarten to three are on track for proficiency in reading.
- Interim and curricular unit assessments to determine if students have mastered the content and to make adjustments to grade-level placements for students throughout the year.

ELA Assessment Table

Universal Screeners/Diagnostic	Progress Monitoring	Formative
<ul style="list-style-type: none"> ● mCLASS/DIBELS: a universal screener that measures the development of reading skills of all students in grades K-5 ● EL Related Benchmarks (varies depending on grade level): <ul style="list-style-type: none"> ○ Letter Name and Sound ID ○ Phonological Awareness Assessment ○ Spelling Skills and Decoding Skills ○ Fluency 	<ul style="list-style-type: none"> ● EL mid and end of Unit assessments ● Briefly weekly spelling dictation based on letter sounds students have learned 	<ul style="list-style-type: none"> ● Checklists, sampling dictation responses, monitoring of student work to assess: <ul style="list-style-type: none"> ○ Phonological awareness ○ Decoding and encoding skills based on grade level phonics ○ Fluency with decodable texts

Program Evaluation

The Academy will evaluate the effectiveness of programming through different types of structures:

- Macro (school-wide) structures
 - School leaders consistently review academic performance data for all grade levels and ensure the Academy's curriculum and instructional approach is accelerating student learning.
 - School leaders will consistently conduct walkthroughs of classrooms; these observations will yield trends that will be used to set goals related to the bar of excellence in instructional delivery.
 - School leaders will determine professional development for teacher development or supplemental programming for students based on academic performance data and classroom observations.
 - School leaders report this information to the Academy board throughout the year.
- Micro (classroom-specific) structures
 - The Academy uses formative assessments designed to include multiple checkpoints throughout instruction to measure student understanding of content. Teachers analyze data at both the classroom and individual student level, and then scaffold student learning towards student mastery of each educational objective.
 - The short-cycle formative assessments enable teachers to determine exactly what knowledge needs further development in each student, and to individualize instruction as appropriate to ensure each student learns as expected.
- Qualitative data
 - Stakeholder feedback (parents, teachers, etc.) is an important component of program evaluation. Qualitative data regarding program effectiveness will be continually gathered through 1:1's with teachers and parent surveys/conferences.

- Quantitative data
 - Types of quantitative data used to determine program evaluation includes NWEA, formal curricular assessment, student discipline, classroom walkthroughs, etc.

School leaders agree that program effectiveness provides a comprehensive view of “school health.” Data regarding school health exists in macro and micro forms in addition to qualitatively and quantitatively. Continued improvement is the result of a consistent habit of analyzing this data, finding areas of improvement, supporting teams in those areas, and continuing to monitor progress. This cycle will be utilized to continue to evaluate program effectiveness at The Academy.

KIPP Detroit Imani Academy

Contract Amendment No. 3

Tab 6

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 EL Education English language arts, Great Minds® Eureka Math², Mystery Science, Oakland K-12 MC3 social studies, Michigan Model for HealthTM, and Exemplary Physical Education Curriculum (“EPEC”). The curriculum for all core subjects has been received, reviewed and approved by the Center.

- EL Education <https://curriculum.eleducation.org/>
- Eureka² <https://eureka.math.greatminds.org/em2-michigan-schools>
- Mystery Science <https://mysteryscience.com/home>
- Oakland MC3 <https://oaklandk12-public.rubiconatlas.org/Atlas/Browse>
- Michigan Model <https://www.michiganmodelforhealth.org/>
- EPEC <https://michiganfitness.org/activity/epec/>

Elementary

The following subjects/courses are offered at the Academy.

Course	K	1	2
English Language Arts	X	X	X
Mathematics	X	X	X
Science	X	X	X
Social Studies	X	X	X
Health	X	X	X
Physical Education	X	X	X

KIPP Detroit Imani Academy

Contract Amendment No. 3

Tab 7

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

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

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

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

AMENDMENT NO. 4

to the
January 25, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KIPP DETROIT IMANI ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

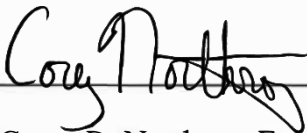
CONTRACT AMENDMENT NO. 4

KIPP DETROIT IMANI ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated January 25, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to KIPP DETROIT IMANI ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

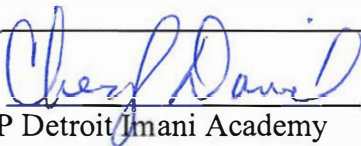
- 1.) Amend the Terms and Conditions of Contract by replacing the language contained within Article IV, Section 4.5. Prohibition of Identified Family Relationships, subsection (b), with the language attached as Tab 1.
- 2.) Further amend the Terms and Conditions of Contract by inserting at the end of 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: 05/14/2025

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



Dated: May 13, 2025

By: Cheryl Davis
KIPP Detroit Imani Academy
Designee of the Academy Board

KIPP Detroit Imani Academy

Contract Amendment No. 4

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.

KIPP Detroit Imani Academy

Contract Amendment No. 4

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.

KIPP Detroit Imani Academy

Contract Amendment No. 4

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.

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. 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.

KIPP Detroit Imani Academy

Contract Amendment No. 4

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.

AMENDMENT NO. 5

to the
January 25, 2022 Contract to Charter
A Public School Academy and Related Documents

Issued To

KIPP DETROIT IMANI ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 5

KIPP DETROIT IMANI ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated January 25, 2022, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to KIPP DETROIT IMANI ACADEMY (the “Academy”), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 6: Physical Plant Description, by replacing the materials contained therein with the materials attached as Tab 1.
- 2.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials contained therein with the materials attached as Tab 2.
- 3.) Amend Schedule 7, Section c: Educational Programs, by replacing the materials contained therein with the materials attached as Tab 3.
- 4.) Amend Schedule 7, Section d: Curriculum, by replacing the materials contained therein with the materials attached as Tab 4.
- 5.) Amend Schedule 7, Section f: Application and Enrollment of Students, by replacing the Enrollment Limits contained therein with the following:

“Enrollment Limits

The Academy will offer kindergarten through third grade. The maximum enrollment shall be 215 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.”

- 6.) Amend Schedule 7, Section h: Age or Grade Range of Pupils, by replacing the materials contained therein with the materials attached as Tab 5.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2025.



Dated: 07/07/2025

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



Dated: 02 July 2025

By: Kirk Mayes, Board President
KIPP Detroit Imani Academy
Designee of the Academy Board

KIPP Detroit Imani Academy

Contract Amendment No. 5

Tab 1

PHYSICAL PLANT DESCRIPTION

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

Physical Plant Description 6-1

Site Plan 6-3

Floor Plan..... 6-4

Sublease 6-7

Prime Lease..... 6-21

Certificate of Use and Occupancy 6-39

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 KIPP Detroit Imani Academy (the "Academy") is as follows:

Address: 19321 W. Chicago
Detroit, MI 48228

Description: The Academy leases space, located in the St. Suzanne Cody Rouge Community Resource Center, from the Archdiocese of Detroit. The facility is three stories and is approximately 73,866 square feet. The space leased by the Academy includes seven classrooms that are approximately 750 square feet each; five are located on the first floor, two on the second floor. The Academy has access to two student restrooms, two adult restrooms, the south basement area, and the principal office adjacent to the gymnasium. The Academy has shared access to the cafeteria and kitchen, located in the basement, and the gymnasium, which is located on the first floor. The Site includes a shared outdoor classroom, two parking lots, and outdoor play areas.

Configuration of Grade Levels: Kindergarten through Third Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Detroit Public Schools Community District
ISD: Wayne RESA

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

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

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

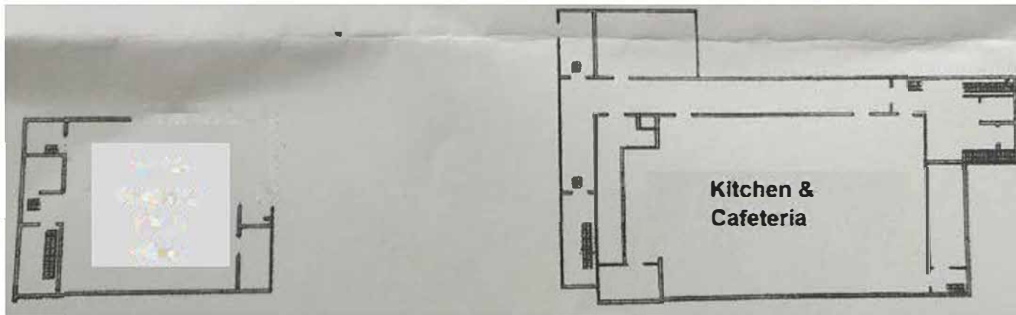
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical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

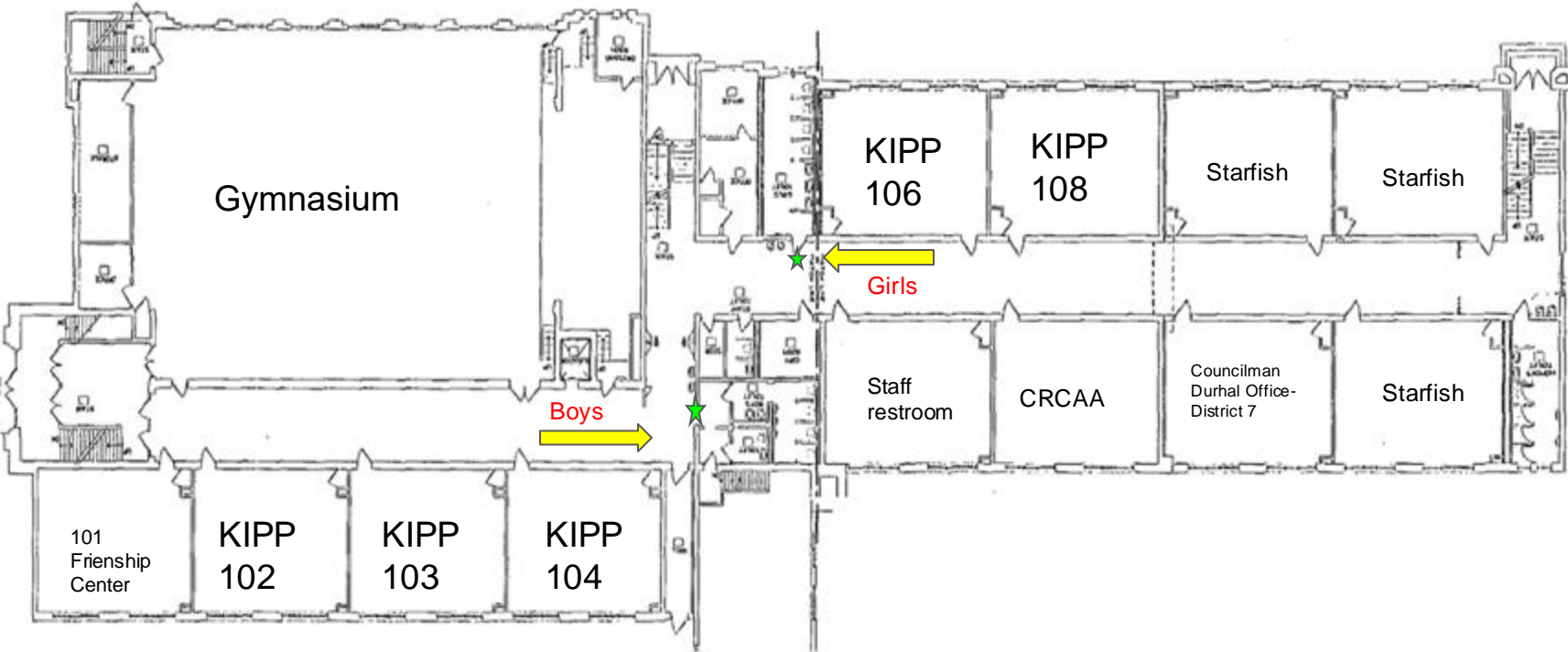
6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

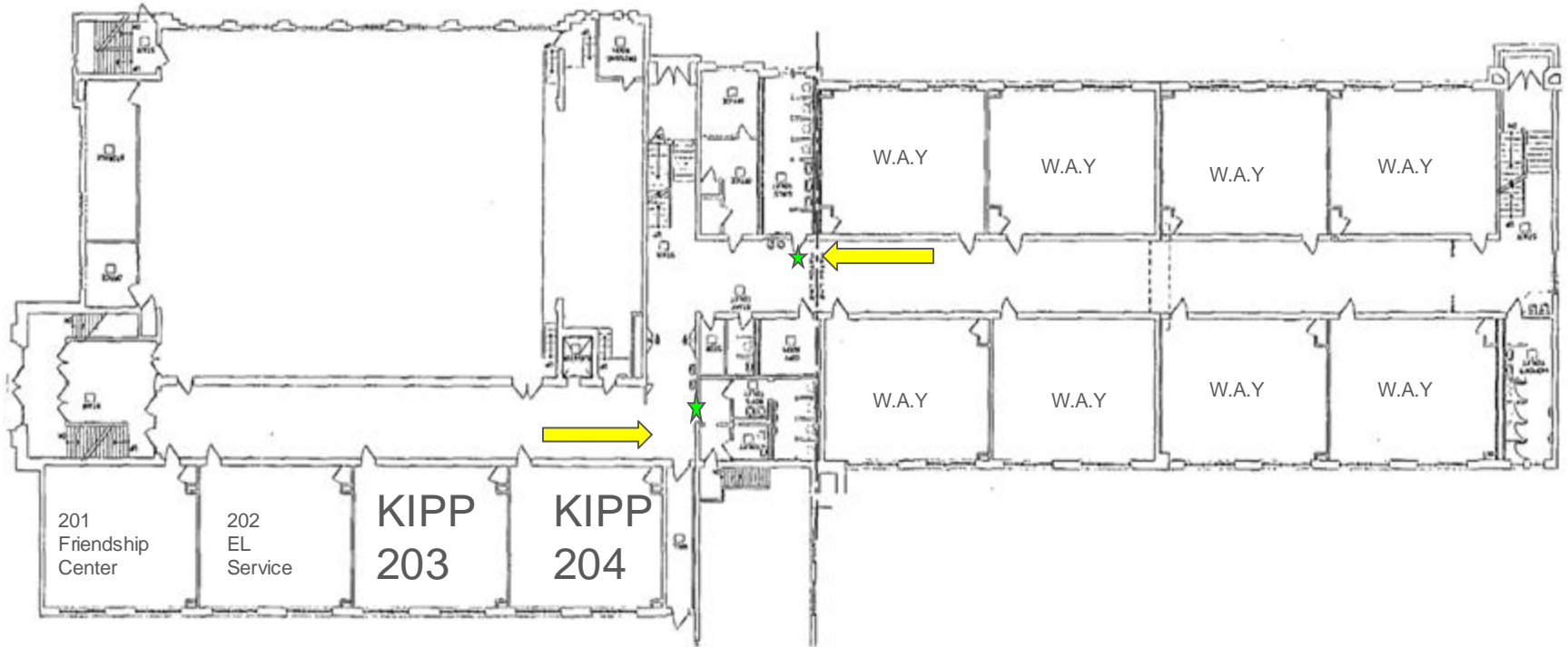
SITE PLAN



KIPP Detroit Imani Academy
19321 W. Chicago
Detroit, MI 48228







SUBLEASE

THIS SUBLEASE is made and entered into this 10th day of June, 2025 by and between **ST. SUZANNE CODY ROUGE COMMUNITY RESOURCE CENTER** ("Landlord") and **KIPP Detroit Imani Academy** ("Tenant").

1. BASIC LEASE PROVISIONS.

- A. Property Address: 19321 West Chicago, Detroit, MI 48228
- B. Tenant's Address: 19321 West Chicago, Detroit, MI 48228
- C. Landlord's Address (for notices): 19321 West Chicago, Detroit, MI 48228
- D. Prime Landlord: Edward Weisenburger, Roman Catholic Archbishop of the Archdiocese of Detroit.
- E. Prime Landlord's Address (for notices):

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226
- F. Identification of Prime Lease and all amendments thereto: Lease between Prime Landlord and Landlord dated February 28, 2020, as it may be amended from time to time.
- G. Sublease Term: Begins July 1, 2025 and ends June 30, 2026.
- H. Commencement Date (subject to change as specified in Section 4 or Section 5 hereof): July 1, 2025.
- I. Expiration Date: June 30, 2026.
- J. Base Rent: One Hundred Eighty Six Thousand Four Hundred Fifty-Six and 72/100 Dollars (\$186,456.72) per annum. Base monthly rent shall be \$15,538.06.
- K. Payee of Rent: St. Suzanne Cody Rouge Community Resource Center.

Detroit_16095809_1

L. Address for Payment of Rent: 19321 West Chicago, Detroit, Michigan 48228.

M. Utilities Sublease Share: Thirty-six percent (36%).

N. Description of Premises:

- (1) "Common Areas" shall mean the entryways, stairways, hallways in the School Building, gymnasium, north basement hall, abbey, the outdoor classroom, the walkways, playgrounds and parking lot on the Property. Common areas gymnasium, north basement hall, abbey and outdoor classroom are scheduled subject to common building calendar.
- (2) "Leased Rooms: shall mean Classrooms 102, 103, 104, 106, 108, 203, 204, the South Basement Hall, and the Coaches Office adjacent to the gymnasium, located in the School Building. Leased Rooms shall be available for after-school activities which do not obstruct or interfere with Tenant's personal property based on Tenant's prior approval. The terms of this Sub Lease reflect a 15% reduction in base rental rate for south basement room in exchange for this consideration.
- (3) "Leased Premises" consists of the Leased Classrooms and the Common Areas.

O. Security Deposit: \$0

P. Tenant's Use: The Leased Premises are to be used and occupied only for the programs sponsored by KIPP Detroit Imani Academy and related activities and no other purpose.

Q. Broker: Not applicable

2. **PRIME LEASE.** Landlord is the tenant under a Prime Lease (the "Prime Lease") with the Prime Landlord identified in Section 1(D), bearing the date specified in Section 1(F). Landlord represents and warrants to Tenant that (a) Landlord has delivered to Tenant a full and complete copy of the Prime Lease and all other agreements between Prime Landlord and Landlord relating to the leasing, use, and occupancy of the Premises, (b) the Prime Lease is, as of the date hereof, in full force and effect, and (c) no event of default has occurred under the Prime Lease and, to Landlord's knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

3. **SUBLEASE.** Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, certain space described in Section 1(N) (the "Premises") and located in the building (the "Building"), situated

on and a part of the property (the "Property") legally described in Exhibit A attached hereto and made a part hereof.

4. **TERM.** Subject to Section 5, the term of this Lease (hereinafter "Term") shall commence on the date (hereinafter "Commencement Date") which is the earlier to occur of:

A. The date specified in Section 1(H); or

B. The date Tenant first occupies all or part of the Premises. The Term shall expire on the date ("Expiration Date") specified in Section 1(I), unless sooner terminated as otherwise provided elsewhere in this Sublease.

5. **POSSESSION.** Landlord agrees to deliver possession of the Premises on or before the date specified in Section 1(H) in their condition as of the execution and delivery hereof, reasonable wear and tear excepted; that is to say, AS IS.

6. **TENANT'S USE.** The Premises shall be used and occupied only for the Tenant's Use set forth in Section 1(P).

7. **RENT.** Beginning on the Commencement Date, Tenant agrees to pay the Base Rent set forth in Section 1(J) to the Payee specified in Section 1(K), at the address specified in Section 1(L), or to such other payee or at such other address as may be designated by notice in writing from Landlord to Tenant, without prior demand therefor and without any setoff or deduction whatsoever. Base Rent shall be paid in equal monthly installments in advance on the first day of each month of the Term, except that the first installment of Base Rent shall be paid by Tenant to Landlord upon execution of this Sublease by Tenant. Base Rent shall be pro-rated for partial months at the beginning and end of the term. All charges, costs and sums required to be paid by Tenant to Landlord under this Sublease in addition to Base Rent shall be deemed "Additional Rent," and Base Rent and Additional Rent shall hereinafter collectively be referred to as "Rent." Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. If Rent is not paid when due, Tenant shall pay, relative to the delinquent payment, an amount equal to the sum which would be payable by Landlord to Prime Landlord for an equivalent default under the Prime Lease.

8. **ADDITIONAL RENT:** Tenant is to reimburse Landlord for a portion of the costs of janitorial/custodial services contracted by the Landlord as follows: \$2,437.00 per month.

9. **TENANT'S OBLIGATIONS.** Tenant shall be responsible for, and shall pay the following:

A. Reserved.

B. All maintenance, repairs and replacements as to the Premises and its equipment, to the extent Landlord is obligated to perform the same under the Prime Lease.

10. **QUIET ENJOYMENT.** Landlord represents that it has full power and authority to enter into this Sublease, subject to the consent of the Prime Landlord, if required under the Prime Lease. So long as Tenant is not in default in the performance of its covenants

and agreements in this Sublease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord.

11. TENANT'S INSURANCE. Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Landlord under the Prime Lease, naming Landlord, as well as Prime Landlord and the related parties required to be named as additional insureds under the Prime Lease, in the manner required therein, and such property insurance as is required to be carried by Landlord under the Prime Lease to the extent such property insurance pertains to the Premises. If the Prime Lease requires Landlord to insure leasehold improvements or alterations, then Tenant shall insure such leasehold improvements which are located in the Premises, as well as alterations in the Premises made by Tenant. Tenant shall furnish to Landlord a certificate of Tenant's insurance required hereunder not later than ten (10) days prior to Tenant's taking possession of the Premises. Each party hereby waives claims against the other for property damage provided such waiver shall not invalidate the waiving party's property insurance; each party shall attempt to obtain from its insurance carrier a waiver of its right of subrogation. Tenant hereby waives claims against Prime Landlord and Landlord for property damage to the Premises or its contents if and to the extent that Landlord waives such claims against the "Landlord Parties" as defined in the Prime Lease (herein referred to as the "Prime Landlord Related Parties"). Tenant agrees to obtain, for the benefit of Prime Landlord and Landlord, such waivers of subrogation rights from its insurer as are required of Landlord under the Prime Lease.

12. ASSIGNMENT OR SUBLETTING.

A. Tenant shall not (i) assign, convey or mortgage this Sublease or any interest under it; (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (iii) further sublet the Premises or any part thereof, or (iv) permit the occupancy of the Premises or any part thereof by anyone other than Tenant. Landlord's consent to an assignment of this Sublease or a further sublease of the Premises shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord if such consent is required to be obtained under the Prime Lease. Any cost of obtaining Prime Landlord's consent shall be borne by Tenant.

B. No permitted assignment shall be effective and no permitted sublease shall commence unless and until any default by Tenant hereunder shall have been cured. No permitted assignment or subletting shall relieve Tenant from Tenant's obligations and agreements hereunder and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

13. RULES. Tenant agrees to comply with all rules and regulations that Prime Landlord has made or may hereafter from time to time make for the Building. Landlord shall not be liable in any way for damage caused by the non-observance by any of the other tenants of such similar covenants in their leases or of such rules and regulations.

14. REPAIRS AND COMPLIANCE. Tenant shall promptly pay for the repairs set forth in Section 9(B) hereof and Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities and of all

insurance bodies and their fire prevention engineers at any time in force, applicable to the Premises or to Tenant's particular use or manner of use thereof, except that Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the Premises, unless such alteration is required by reason of Tenant's particular use or manner of use of the Premises, or a condition which has been created by or at the sufferance of Tenant, or is required by reason of a breach of any of Tenant's covenants and agreements hereunder. As used herein "structure" or "structural" shall have the definition ascribed to it in the Prime Lease or if no specific definition is given therein "structure" or "structural" shall mean that portion of the Building which is integral to the integrity of the Building as an existing enclosed unit and shall, in any event, include footings, foundation, outside walls, skeleton, bearing columns and interior bearing walls, floor slabs, roof and roofing system.

15. **FIRE OR CASUALTY OR EMINENT DOMAIN.** In the event of a fire or other casualty affecting the Building or the Premises, or of a taking of all or a part of the Building or Premises under the power of eminent domain, Landlord shall not exercise any right which may have the effect of terminating the Prime Lease without first obtaining the prior written consent of Tenant. In the event Landlord is entitled, under the Prime Lease, to a rent abatement as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, then Tenant shall be entitled to the Sublease Share of such rent abatement unless the effect on the Premises of such fire or other casualty or such taking shall be substantially disproportionate to the amount of the abatement, in which event the parties shall equitably adjust the abatement as between themselves, based on the relative impact of the fire or other casualty, or the taking, as the case may be. If the Prime Lease imposes on Landlord the obligation to repair or restore leasehold improvements or alterations, Tenant shall be responsible for repair or restoration of leasehold improvements or alterations. Tenant shall make any insurance proceeds resulting from the loss which Landlord is obligated to repair or restore available to Landlord and shall permit Landlord to enter the Premises to perform the same, subject to such conditions as Tenant may reasonably impose.

16. **ALTERATIONS.** Tenant shall not make any alterations in or additions to the Premises ("Alterations") if to do so would constitute a default under the Prime Lease. If Tenant's proposed Alterations would not constitute a default under the Prime Lease, Landlord's consent thereto shall none the less be required, but Landlord's consent to such Alterations shall not be unreasonably withheld, and if Landlord consents thereto, Landlord shall use reasonable efforts to obtain the consent of Prime Landlord, if such consent is required under the Prime Lease. If Alterations by Tenant are permitted or consented to as aforesaid, Tenant shall comply with all of the covenants of Landlord contained in the Prime Lease pertaining to the performance of such Alterations. In addition, Tenant shall indemnify, defend and hold harmless Landlord and Prime Landlord Related Parties against liability, loss, cost, damage, liens and expense imposed on Landlord arising out of the performance of Alterations by Tenant.

17. **SURRENDER.** Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord in good condition and repair, reasonable wear and tear excepted; conditions existing because of Tenant's failure to perform maintenance, repairs or replacements as required of Tenant under this Sublease

shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Premises (as distinguished from operations incident to the business of Tenant). Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is permitted to leave on the Premises. All Alterations in or upon the Premises made by Tenant shall become a part of and shall remain upon the Premises upon such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations made by Tenant, or portion thereof. Said right shall be exercisable by Landlord's giving written notice thereof to Tenant on or before thirty (30) days prior to such expiration or on or before twenty (20) days after such termination. Tenant shall also remove any Alterations made by Tenant, or portion thereof, which Prime Landlord may require Landlord to remove, pursuant to the terms of the Prime Lease. In any such event, Tenant shall restore the Premises to their condition prior to the making of such Alteration, repairing any damage occasioned by such removal or restoration. If Landlord or Prime Landlord requires removal of any Alteration made by Tenant, or a portion thereof, and Tenant does not make such removal in accordance with this Section, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof, or at its election, deliver the same to any other place of business of Tenant, or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing on demand. As between Landlord and Tenant, Tenant shall not be required to remove any Alterations performed by Landlord prior to the Commencement Date or to restore the Premises to their condition prior to the making of such Alterations. If, however, the Term of the Sublease expires at or about the date of the expiration of the Prime Lease, and if Landlord is required under or pursuant to the terms of the Prime Lease to remove any Alterations performed prior to the Commencement Date, Tenant shall permit Landlord to enter the Premises for a reasonable period of time prior to the expiration of the Sublease, subject to such conditions as Tenant may reasonably impose, for the purpose of removing its Alterations and restoring the Premises as required.

18. REMOVAL OF TENANT'S PROPERTY. Upon the expiration of this Sublease, Tenant shall remove Tenant's articles of personal property incident to Tenant's business ("Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Trade Fixtures from the Premises prior to the expiration or earlier termination of the Term, Landlord may, at its option, remove the same (and repair any damage occasioned thereby and restore the Premises as aforesaid) and dispose thereof or deliver the same to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the cost of such removal, repair, restoration, delivery or warehousing to Landlord on demand, or Landlord may treat said Trade Fixtures as having been conveyed to Landlord with this Lease as a Bill of Sale, without further payment or credit by Landlord to Tenant.

19. HOLDING OVER. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of this Sublease or after termination of this Sublease or of Tenant's right to possession in consequence of an Event of Default hereunder. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Premises, and to

recover damages, including without limitation, damages payable by Landlord to Prime Landlord by reason of such holdover. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Premises after the expiration of this Sublease or after termination of this Sublease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Base Rent and Additional Rent payable by Tenant hereunder immediately prior to the expiration or other termination of this Sublease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as payment on account and not in satisfaction of damages for such holding over.

20. **ENCUMBERING TITLE.** Tenant shall not do any act which shall in any way encumber the title of Prime Landlord in and to the Building or the Property, nor shall the interest or estate of Prime Landlord or Landlord be in any way subject to any claim by way of lien or encumbrance, whether by operation of law by virtue of any express or implied contract by Tenant, or by reason of any other act or omission of Tenant. Any claim to, or lien upon, the Premises, the Building or the Property arising from any act or omission of Tenant shall accrue only against the subleasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Prime Landlord in and to the Building and the Property and the interest of Landlord in the premises leased pursuant to the Prime Lease. Without limiting the generality of the foregoing, Tenant shall not permit the Premises, the Building or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of, Tenant, provided, however, that if so permitted under the Prime Lease, Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Prime Landlord and Landlord such security as may be deemed satisfactory to them to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises, the Building or the Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim of lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21. **INDEMNITY.** To the extent permitted by law, Tenant agrees to indemnify Landlord and hold Landlord harmless from all losses, damages, liabilities and expenses which Landlord may incur, or for which Landlord may be liable to Prime Landlord or any other Prime Landlord Related Party, arising from the acts or omissions of Tenant which are the subject matter of any indemnity or hold harmless of Landlord to Prime Landlord or any other Prime Landlord Related Party under the Prime Lease.

22. **LANDLORD'S RESERVED RIGHTS.** Landlord reserves the right, on reasonable prior notice, to inspect the Premises, or to exhibit the Premises to persons having a legitimate interest at any time during the Sublease term.

23. **DEFAULTS.** Tenant further agrees that any one or more of the following events shall be considered Events of Default as said term is used herein, that is to say, if:

A. Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or

B. Tenant shall file, or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal bankruptcy laws now or hereafter amended, or Tenant shall institute any proceedings for relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

C. Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

D. Tenant shall admit in writing its inability to pay its debts as they become due; or

E. The Premises are levied on by any revenue officer or similar officer; or

F. A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry or granting thereof, or

G. Tenant shall abandon the Premises during the Term hereof; or

H. Tenant shall default in any payment of Rent required to be made by Tenant hereunder when due as herein provided and such default shall continue for five (5) days after notice thereof in writing to Tenant; or

I. Tenant shall default in securing insurance or in providing evidence of insurance as set forth in Section II of this Sublease or shall default with respect to lien claims as set forth in Section 20 of this Sublease and either such default shall continue for five (5) days after notice thereof in writing to Tenant; or

J. Tenant shall, by its act or omission to act, cause a default under the Prime Lease and such default shall not be cured within the time, if any permitted for such cure under the Prime Lease; or

K. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

24. REVOCATION OR TERMINATION OF CONTRACT. If the Tenant's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Tenant after expiration of the Tenant's

Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated or expires without further action of the parties and without penalty for early termination.

25. AMENDMENT CAUSED BY ACADEMY SITE CLOSURE OR RECONSTITUTION. 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 Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse penalty for early termination.

26. REMEDIES. Upon the occurrence of any one or more Events of Default, Landlord may exercise any remedy against Tenant which Prime Landlord may exercise for default by Landlord under the Prime Lease.

27. SECURITY DEPOSIT. To secure the faithful performance by Tenant of all the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed including, but not by way of limitation, such covenants and agreements in this Sublease which become applicable upon the termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit as specified in Section 1(0) on the understanding that: (a) the Security Deposit or any portion thereof not previously applied, or from time to time, such one or more portions thereof, may be applied to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied which shall be added to the Security Deposit so the same may be restored to its original amount; (b) should the Prime Lease be assigned by Landlord, the Security Deposit or any portion thereof not previously applied may be turned over to Landlord's assignee and if the same be turned over as aforesaid, Tenant hereby releases Landlord from any and all liability with respect to the Security Deposit and/or its application or return; (c) if permitted by law, Landlord or its successor shall not be obligated to hold the Security Deposit as a separate fund, but on the contrary may commingle the same with its other funds; (d) if Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and agreements in this Sublease set forth and contained on the part of Tenant to be fulfilled, kept, performed and observed, the sum deposited or the portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty (30) days after the expiration of the Term of this Sublease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to Landlord at the expiration of the Term or any extension or renewal thereof as provided herein; (e) in the event that Landlord terminates this Sublease or Tenant's right to possession by reason of an Event of Default by Tenant, Landlord may apply the Security Deposit against damages suffered to the date of such termination and/or may retain the Security Deposit to apply against such damages as may be suffered or shall accrue thereafter by reason of Tenant's default; and (f) in the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, the Security Deposit shall be deemed to be applied

first to the payment of any Rent due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the Security Deposit may be retained or paid to Landlord in partial liquidation of Landlord's damages.

28. NOTICES AND CONSENTS. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested or if sent by overnight commercial courier service (a) if to Tenant, addressed to Tenant at the address specified in Section 1(B) or at such other place as Tenant may from time to time designate by notice in writing to Landlord or (b) if for Landlord, addressed to Landlord at the address specified in Section 1(C) or at such other place as Landlord may from time to time designate by notice in writing to Tenant. Each party agrees promptly to deliver a copy of each notice, demand, request, consent or approval from such party to Prime Landlord and promptly to deliver to the other party a copy of any notice, demand, request, consent or approval received from Prime Landlord. Such copies shall be delivered by overnight commercial courier.

29. PROVISIONS REGARDING SUBLEASE. This Sublease and all the rights of parties hereunder are subject and subordinate to the Prime Lease. Each party agrees that it will not, by its act or omission to act, cause a default under the Prime Lease. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Sublease agreement to enumerate all of the rights and obligations of the various parties under the Prime Lease and specifically to allocate those rights and obligations in this Sublease agreement. Accordingly, in order to afford to Tenant the benefits of this Sublease and of those provisions of the Prime Lease which by their nature are intended to benefit the party in possession of the Premises, and in order to protect Landlord against a default by Tenant which might cause a default or event of default by Landlord under the Prime Lease:

A. Provided Tenant shall timely pay all Rent when and as due under this Sublease, Landlord shall pay, when and as due, all base rent, additional rent and other charges payable by Landlord to Prime Landlord under the Prime Lease.

B. Except as otherwise expressly provided herein, Landlord shall perform its covenants and obligations under the Prime Lease which do not require for their performance possession of the Premises and which are not otherwise to be performed hereunder by Tenant on behalf of Landlord. For example, Landlord shall at all times keep in full force and effect all insurance required of Landlord as tenant under the Prime Lease.

C. Except as otherwise expressly provided herein, Tenant shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the Prime Lease, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises. If practicable, Tenant shall perform affirmative covenants which are also covenants of Landlord under the Prime Lease at least five (5) days prior to the date when Landlord's performance is required under the Prime Lease. Landlord shall have the right to enter the Premises to cure any default by Tenant under this Section.

D. Reserved.

E. Landlord hereby grants to Tenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by Prime Landlord under the Prime Lease. Landlord shall have no duty to perform any obligations of Prime Landlord which are, by their nature, the obligation of an owner or manager of real property. For example, Landlord shall not be required to provide the services or repairs which the Prime Landlord is required to provide under the Prime Lease. Landlord shall have no responsibility for or be liable to Tenant for any default, failure or delay on the part of Prime Landlord in the performance or observance by Prime Landlord of any of its obligations under the Prime Lease, nor shall such default by Prime Landlord affect this Sublease or waive or defer the performance of any of Tenant's obligations hereunder except to the extent that such default by Prime Landlord excuses performance by Landlord, under the Prime Lease.

30. **RESERVED.**

31. **PRIME LANDLORD'S CONSENT.** This Sublease and the obligations of the parties hereunder are expressly conditioned upon Landlord's obtaining prior written consent hereto by Prime Landlord, if such written consent is required under the Prime Lease. Tenant shall promptly deliver to Landlord any information reasonably requested by Prime Landlord (in connection with Prime Landlord's approval of this Sublease) with respect to the nature and operation of Tenant's business and/or the financial condition of Tenant. Landlord and Tenant hereby agree, for the benefit of Prime Landlord, that this Sublease and Prime Landlord's consent hereto shall not (a) create privity of contract between Prime Landlord and Tenant; (b) be deemed to have amended the Prime Lease in any regard (unless Prime Landlord shall have expressly agreed in writing to such amendment); or (c) be construed as a waiver of Prime Landlord's right to consent to any assignment of the Prime Lease by Landlord or any further subletting of premises leased pursuant to the Prime Lease, or as a waiver of Prime Landlord's right to consent to any assignment by Tenant of this Sublease or any sub-subletting of the Premises or any part thereof. Prime Landlord's consent shall, however, be deemed to evidence Prime Landlord's agreement that Tenant may use the Premises for the purpose set forth in Section 1(P) and that Tenant shall be entitled to any waiver of claims and of the right of subrogation for damage to Prime Landlord's property if and to the extent that the Prime Lease provides such waivers for the benefit of Landlord. If Prime Landlord fails to consent to this Sublease within thirty (30) days after the execution and delivery of this Sublease, either party shall have the right to terminate this Sublease by giving written notice thereof to the other at any time thereafter, but before Prime Landlord grants such consent.

32. **BROKERAGE.** Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease other than the Broker as specified in Section 1(Q), whose commission shall be paid by Landlord, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Sublease or the negotiation thereof on behalf of such party.

33. **FORCE MAJEURE.** Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Sublease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees or any other cause beyond the reasonable control of Landlord. This Section shall not be applicable, however, if Landlord's failure timely to perform creates a default by Landlord under the prime Lease.

34. **ADDITIONAL PROVISIONS** (none if left blank).

[remainder of page intentionally left blank]

The parties have executed this Sublease as of the day and year first above written.

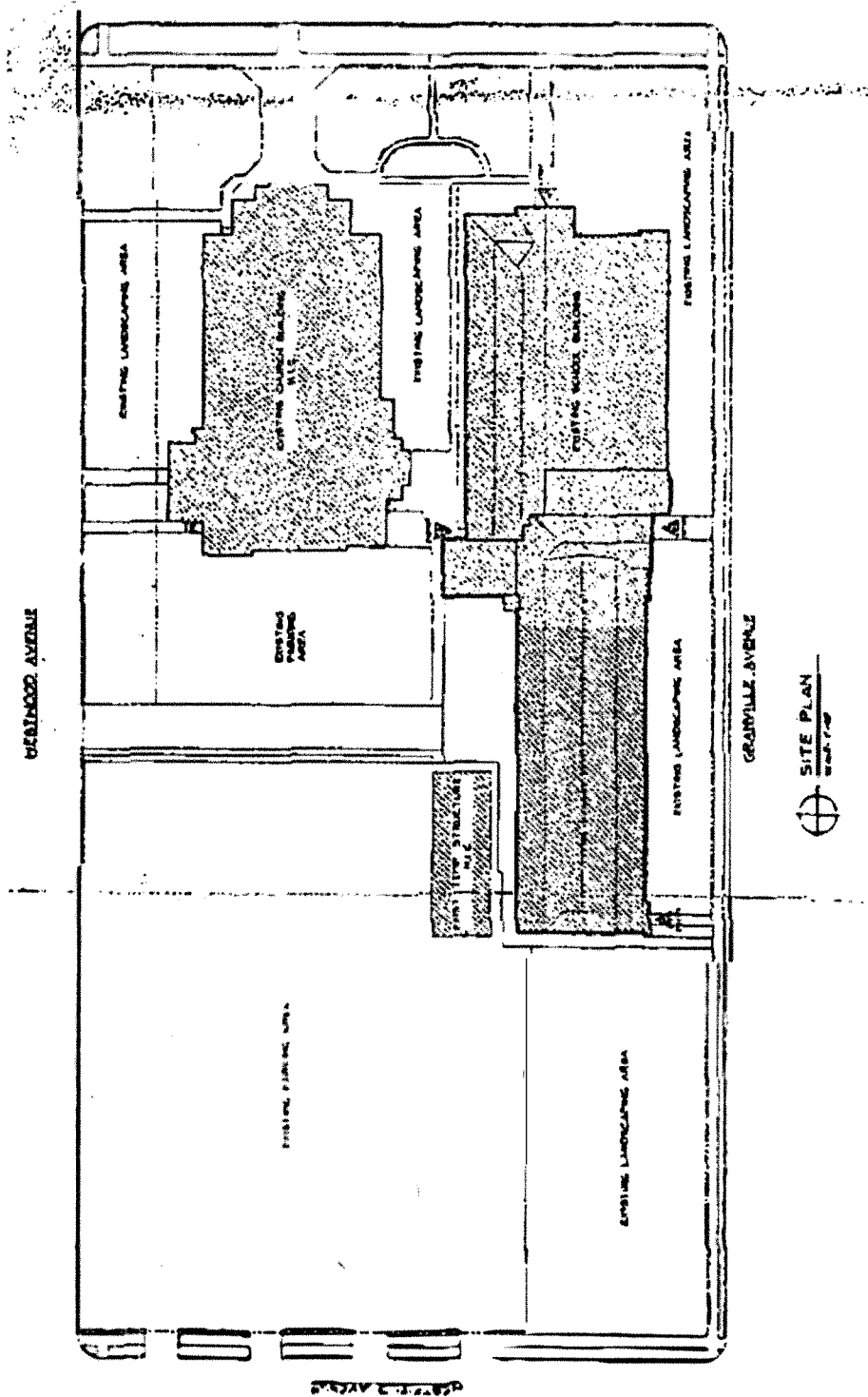
Landlord:

By: Dr. Chris Remus
Its: Board, President

Tenant:

KIPP Detroit Imani Academy
By: Khi Mays
Its: President

EXHIBIT A PROPERTY



Detroit_16095809_1

LEASE AGREEMENT

This Lease Agreement (hereinafter called the "Lease") is entered into as of Feb 28, ~~2019~~, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT ("Landlord"), whose address is 12 State Street, Detroit, Michigan 48226, and St. Suzanne Cody Rouge Community Resource Center (SSCRCRC), located at 19321 West Chicago, Detroit, MI 48228, a Michigan non-profit corporation ("Tenant") whose address is 771 Seminole, Detroit, MI 48214 (herein called "Tenant").

Landlord and Tenant agree as follows:

1. **Leased Premises.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord the Leased Premises (as defined in below), together with the non-exclusive right to the use of the Common Areas (as defined below). As used in this Lease, the following terms shall have the meanings set forth below.

"Common Areas" shall mean the entryways, stairways, hallways and restrooms in the Building, and the walkways and parking lot located on the Property.

"Leased Premises" shall mean the interior of the Building, excluding, however, the portion of the second floor of the Building leased to W.A.Y. Academy; and shall also include the small modular building in the parking lot.

"Property" the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as St. Suzanne Cody Rouge Resource Center and more particularly described on the attached Exhibit A.

"Building" shall mean the building located on the Property, depicted on Exhibit B attached hereto.

2. **Occupancy; Common Areas.** Subject to the terms and conditions of this Lease, on the date of this Lease Tenant shall have the right to take full and exclusive occupancy of the Leased Premises for the Permitted Use (as later defined) and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). The Tenant shall provide to the pastor ("Pastor") of St. Suzanne Parish ("Parish") keys and all access codes, if applicable, for the Leased Premises. Landlord reserves the right, without Tenant's consent: (a) to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Common Areas and serving other parts of the Property, (b) to make alterations or additions to, and improvements to, the Common Areas, to construct other buildings and improvements on the Property, to relocate the various buildings, parking areas and other Common Areas, to reduce the Common Areas, and change the configuration of the Property in any manner it deems fit, to close temporarily any Common Area to make repairs or changes, and to do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, (c) to grant easements on the

Property, to allow third parties to use all internal access ways constructed on the Property, to make boundary adjustments to the Property, and to dedicate for public use portions of the Property, including without limitation any public streets or any other improvements; provided, however, none of the foregoing shall materially interfere with Tenant's use or quiet enjoyment of the Building. Tenant shall not block, obstruct or in any manner interfere with the Common Areas, or any part thereof, by any means whatsoever and provided that such actions by the Landlord shall require at least fourteen (14) days prior written notice to Tenant unless emergency conditions exist.

3. **Term.**

(a) The term of this Lease shall commence on the date hereof and shall expire on June 30, 2020, unless earlier terminated as expressly provided herein. The lease shall automatically renew on an annual basis unless either party elects to terminate the Lease as of the end of the then current term by giving ninety (90) days advance notice to the other party.

(b) This Lease may be terminated at any time by the Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective the end of the current fiscal year as on the date of notice provided it being understood by the parties that a fiscal year runs from July 1 to the following June 30.

4. **Use.** The Leased Premises shall be used and occupied as a community outreach center (the "Permitted Use") and for no other purpose. None of the proposed subtenants will provide services in such a way that Catholic faith and morals will be contravened.

5. **Rent.**

(a) The Tenant agrees to pay the Landlord, without demand, offset or deduction, as rental for the Leased Premises ("Base Rent"), on the twentieth (20th) day of each and every month, in advance, \$ 3,000.00 ("Monthly Base Rent").

(b) All checks for payment of Monthly Base Rent shall be payable to "St. Suzanne/Our Lady Gate of Heaven Parish" and shall be mailed to: Pastor, St. Suzanne/Our Lady Gate of Heaven Parish, 9357 Westwood, Detroit, Michigan. If at any time payment of the Monthly Base Rent under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any Monthly Base Rent is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, Monthly Base Rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate for any reason during the term hereof.

6. **Utilities.** Tenant shall pay all charges for all utilities used by Tenant or charged to the Leased Premises during the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"). Tenant shall pay its share of the monthly utility costs within ten (10) days of receipt of written notice from the Landlord of the same. The parties hereby agree that Tenant's share of the Utility Charges shall be sixty percent (60%) of the utility charges for the Building.

7. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, "Taxes"), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

8. **Compliance With Laws; Licensure.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and Common Areas and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises and Common Areas. Tenant shall not do or permit anything to be done in or about the Leased Premises or Common Areas that will in any way obstruct or interfere with the rights of other tenants or occupants, if any, or use or allow the Leased Premises or Common Areas to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. If the nature of the Tenant's business requires licensure, Tenant shall keep in effect at all times during the term of this Lease a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises or Common Areas in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises or Common Areas, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises or Common Areas, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises or Common Areas to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises or Common Areas.

(b) With respect to the release of Hazardous Materials upon the Leased Premises or Common Areas caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises or Common Areas, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises or Common Areas in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or Common Areas or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed

or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

10. **Asbestos.** To the extent applicable, Tenant, at Tenant's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the "Asbestos Laws") with respect to the Leased Premises and Common Areas, including, but not limited to, performing all of Landlord's obligations. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Landlord is a third party beneficiary of such contract. Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant's failure to comply with this Section and/or the Asbestos Laws.

11. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) During the entire term of this Lease, including any extension period, Tenant agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including without limitation the HVAC equipment, electrical and plumbing systems. Tenant shall keep the Leased Premises and in a clean, sanitary and safe condition at all times, including custodial services, elevator maintenance, trash removal, a dumpster and disposal. The Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the roof, four outer walls, floor slab, facade and boiler. Landlord shall be responsible at its sole cost and expense for contracting for maintenance of the lawn and landscaping of the Leased Premises and Common Areas and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises and Common Areas. Tenant shall be provided access to and allowed to contact directly any contractors contracted by the Landlord for snow and ice removal for the purposes of ensuring the overall safety of participants in the Leased Premises on a timely basis in emergency conditions. Tenant hereby acknowledges and agrees that, except for Landlord's Obligations, it is the intent of the parties that Landlord shall have no obligation whatsoever to maintain or repair or replace any portion of the Leased Premises and that all of its obligations under this Section apply to all of the Leased Premises.

12. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant's use of the Leased Premises and hereby releases Landlord and the Parish from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises or Common Areas.

13. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a certificate of insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that the applicable Landlord Parties are entitled to recovery for the negligence of Tenant even though a Landlord Party is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a certificate of insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such amounts and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance Charges"). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

13. **Indemnity.** Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective

employees, managers, partners, officers, directors, attorneys, contractors and agents (collectively, the "Landlord Parties" and each a "Landlord Party") from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (a) the occupancy, condition, operation or use of the Leased Premises, the Common Areas or any other part of the Property, (b) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, Common Areas or any other part of the Property, (c) use or misuse of any portions of the Leased Premises, Common Areas or any other part of the Property by Tenant or any of Tenant's respective agents, contractors, employees, visitors, and invitees, or (d) Tenant's failure to perform its obligations under this Lease. The obligations of Tenant under this Section arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

14. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises or Common Areas without the Landlord's prior written consent which shall not be reasonably withheld. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord Parties harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer;
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord's approval of the Plans and Drawings for Tenant's alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

15. **Damage to Leased Premises.** In the event the Building shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease and such destruction renders the Building partially or totally untenantable, then Landlord may either elect that the Building be repaired or rebuilt or, at its sole option, terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty which is insured under the insurance carried by Landlord pursuant to Section 14(d) of this Lease, such destruction renders the Building partially or totally untenantable and Landlord does not elect to terminate this Lease pursuant to the proceeding sentence, then the damage to the Building shall be promptly repaired by Landlord and Monthly Base Rent and other charges under this Lease shall be abated in proportion to the amount of the Building rendered untenantable until so repaired. In no event shall Landlord be required to repair or replace Tenant's personal property, including, but not limited to, trade fixtures, furnishings or equipment. In the event of reconstruction or repair by Landlord, any amount expended by Landlord in repairing the improvements to the Leased Premises in excess of the proceeds of insurance received by Landlord pursuant to Section 14(d) of this Lease allocated to the Leased Premises shall be repayable by Tenant to Landlord within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such excess. Landlord's insurance carrier shall determine the amount of insurance proceeds attributable to the damage to such improvements, which determination shall be binding upon Landlord and Tenant. If Landlord is required or elects to repair or rebuild the Building as herein provided, Tenant shall repair or replace personal property, including, but not limited to, trade fixtures, furnishings and equipment, in a manner and to at least a condition equal to that prior to its damage or destruction.

16. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant's use of the

balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the Monthly Base Rent thereafter to be paid shall be reduced on a per square foot basis.

17. **Assignment and Subletting.** Except for subleases ("Approved Subleases") to the sublessees ("Approved Sublessees") listed on the rent roll attached as Schedule 1 hereof ("Rent Roll"), Tenant covenants that it shall not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Lease: (i) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial; or (ii) in the event that the Tenant is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Tenant to lose such affiliation. The Approved Subleases shall be in the form attached as Schedule 2 hereto, and the terms shall be consistent with the terms set forth on the Rent Roll, unless otherwise approved by Landlord in writing.

18. **Events of Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- (a) if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- (b) if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- (c) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a

petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;

- (d) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- (e) if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and
- (f) if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.
- (g) the parties agree that a Default will not occur without the Landlord providing the tenant at least fourteen (14) days prior written notice of the acts constituting the alleged default and providing the Tenant is provided the opportunity to cure the default within fourteen (14) days after the Tenant receives the notice from the Landlord.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, in addition to any other rights and remedies available under this Lease or at law or in equity, do one or more of the following:

- (a) Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 22 hereof; or
- (b) Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or
- (c) Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord

shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;

- (d) Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- (e) Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, attorney's fees and costs.
- (f) Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

All rights, powers, and privileges conferred under this Lease upon Landlord shall be cumulative, but not restrictive to those given by law.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 21(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- (c) the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by

allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The “worth at the time of award” of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord’s Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Base Rent or additional rent. If Tenant shall fail to pay any sum of money, other than the payment of Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant’s part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto (“Reimbursable Expenses”) within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Base Rent.

22. **Additional Rent.** All payments and other charges, costs and expenses that Tenant assumes or agrees to pay under this Lease, other than the payment of Monthly Base Rent, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease, shall be deemed additional rent, and in the event of nonpayment, Landlord shall have all the rights as herein provided for failure to pay Monthly Base Rent.

23. **Tenant’s Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of Base Rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to, Utility Charges, Taxes, Insurance Charges, Lien Expense and Reimbursable Expenses (each a “Delinquent Payment”), within five (5) days of when due (“Delinquency Date”), provided that Landlord gives Tenant written notice that it’s payment is late and if payment is not made within 14 days after the notice is given. Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section

shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

24. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, with 48 hours prior notice to Tenant, to access and inspect the Leased Premises with Tenant present and in such a manner that shall not reasonably disrupt the Tenant's business operations to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

25. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

26. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

27. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

28. **Governing Law.** This Lease shall be governed by the laws of the State of Michigan.

29. **Entire Agreement; Modifications.** This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference,

respecting this Lease or any real or personal property leased hereunder. No waiver, modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

30. **Non-Waiver.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of Base Rent or additional rent. The acceptance of all or part of a Monthly Base Rent installment or any other payment due Landlord hereunder shall not constitute a waiver of any other type of default hereunder.

31. **Time is of the Essence.** Time is of the essence in this Lease.

32. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

Pastor, St. Suzanne – Our Lady Gate of Heaven Parish
19321 W. Chicago, Detroit, Michigan

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

To the Tenant at:

St. Suzanne Cody Rouge Community Resource Center (SSCRCRC)
771 Seminole
Detroit, MI 48214

33. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

34. **“AS IS”; No Representations.** Tenant accepts the Leased Premises and Common Areas in its condition on the date of this Lease, “AS IS” and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises and Common Areas. This Lease is not made in reliance upon any representation whatsoever.

35. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

36. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Common Areas, and property of which they are a part, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). This Lease, as it may be amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under this Lease, as it may be amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under this Lease, as it may be amended, renewed or extended from time to time, because of a termination of the Use Agreement. Rather, this Lease, as it may be amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in this Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of this Lease, as it may be amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of this Lease, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to enter into this Lease and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of this Lease, as it may be amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

37. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises, Common Areas, and property of which they are a part without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

38. **Subordination.** This Lease and the rights of the Tenant hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such

instrument or instruments in the name of Tenant. In addition, Tenant agrees that, upon the request of Landlord or any mortgagee of Landlord, Tenant shall execute a estoppel certificate in form satisfactory to Landlord or any mortgagee of Tenant.

39. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other.

40. **Signs.** No sign may be erected on the Leased Premises or Common Areas without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable ordinances of the municipality in which the Property is located and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises, Common Areas and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

41. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred by Landlord.

42. **Force Majeure.** Anything in this Lease to the contrary notwithstanding, Landlord shall not be in default under this Lease to the extent Landlord is unable to perform any of its obligations hereunder on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Landlord.

43. **No Set-Off.** The parties hereto hereby covenant and agree that Landlord shall receive the Base Rent and additional rent and all other sums payable by Tenant hereinabove provided as income from the Leased Premises, without any abatement, reduction, set-off, counterclaim, defense or deduction whatsoever.

44. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all

reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. The Landlord and the Tenant agree that any rules and regulations shall not materially alter the Tenants rights under this lease or its right to use the Leased premises and will not impose additional obligations or requirements on Tenant that will cost Tenant more than \$25.00 per month to comply with. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

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

46. **Severability.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect.

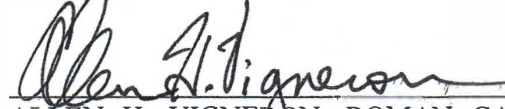
47. **Authority.** Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

48. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

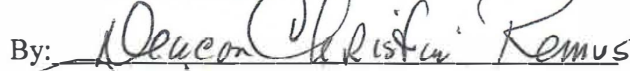
Landlord:

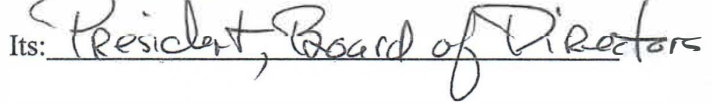


ALLEN H. VIGNERON, ROMAN CATHOLIC
ARCHBISHOP OF THE ARCHDIOCESE OF
DETROIT

Tenant:

St. Suzanne Cody Rouge Community Resource
Center (SSCRCRC)

By: 

Its: 
President, Board of Directors

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: BLDG17-01338

19321 W CHICAGO ST

Detroit, MI 48228

COUNTY: Wayne

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: 10/19/2017

KIPP Detroit Imani Academy

Contract Amendment No. 5

Tab 2

EDUCATIONAL GOAL AND RELATED MEASURES

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

Educational Goal to be Achieved

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

Measures to Assist In Determining Measurable Progress Toward Goal Achievement

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

Measure 1: Student Achievement

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

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

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

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

Measure 2: Student Growth

The academic growth of all students in grades kindergarten through three at the Academy will be assessed using the following measures and targets:

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

KIPP Detroit Imani Academy

Contract Amendment No. 5

Tab 3

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

The mission of KIPP Detroit Imani Academy (“Academy”): *Together, with families and communities, we create joyful, academically excellent schools that prepare students with the skills and confidence to pursue the paths they choose--college, career, and beyond--so they can lead fulfilling lives and build a more just world.*

Vision

The vision of KIPP Detroit Imani Academy: *Children grow up free to create the future they want for themselves and their communities.*

Values

Unique to each KIPP school are the values by which they live. The values of KIPP Detroit Imani Academy are CARE, an acronym outlined below:

Community: *“What I consider mine, I will build and nurture.” This school, and what we create, belongs to all of us.*

Agency: *We believe, deeply, in a sense of agency. The families of Detroit are best positioned to dictate their future and bring it to fruition. Our job is to nurture the inner gifts of every child to help them create the future of their highest aspiration.*

Restoration: *We are restorative-minded. We see challenges as opportunities to learn and grow; and know that, by finding and repairing the root cause, we can be made better by the presenting obstacle in front of us.*

Excellence: *We possess an internal bar for excellence – our goal is to surpass ordinary standards and prove the possible.*

It is said that faith is the substance of things hoped for; those supporting and leading KIPP Detroit Imani Academy are showing up with unbounded hope and CARE in our hearts for the future of students and families in Detroit. Our experience has taught us that the schoolhouse is more than a building – we are a community. And we are truly honored to be WITH families as we build this new community full of CARE, faith, and hope.

Curriculum

The Academy’s curriculum is designed to prepare students for a rigorous school experience which we intend to be a stepping stone for students to pursue a path of their choice. The Academy partners with KIPP to implement a curriculum built around the Michigan Academic Standards (“MAS”), which aligns with the mission and prepares students for success in high school, college, and beyond.

The curriculum is aligned with the MAS for English language arts (“ELA”), mathematics, science, social studies, art and music and the Physical Education Content Standards and Benchmarks. This approach ensures students are learning the appropriate content for each grade level.

Core Content Areas

ELA

The Academy’s vision is that every child grows up free to create the future they want for themselves and their communities. In pursuit of this, the Academy must ensure that all students are strong readers, writers, and communicators so that they can learn, discover, express themselves, and craft their future. In the words of Zaretta Hammond, what guides our work as educators is *“How are students code breakers, how are they text users, how are they text critics, and how are they meaning-makers?”* The Academy believes that intentional, comprehensive, research-based instruction in ELA instruction for all students in grades K-5 lays the groundwork for creating a more equitable world.

Our mission at KIPP is grounded in partnership with families and communities. Through our commitment to early literacy specifically, the Academy promises families that their child will:

- have the support and resources they need to be skilled, joyful readers going into third grade.
- learn to read in a way that’s backed by science and in a way that deepens their understanding of themselves and others.
- have a skilled teacher, trained in both the science of how children learn to read and the art of joyful teaching.
- get the individual support they need.

The Academy promises families that their child won’t just learn to read; they will learn to read in a text-rich and joyful classroom. And families are our partner in this effort, every step of the way. Read more in [KIPP’s Early Literacy Promise to Families](#).

Data shows we need to do better

According to the National Assessment of Educational Progress (“NAEP”), a third of students in the United States cannot read at a basic level and more than six in ten fourth graders aren’t proficient readers. It has been this way since testing began.¹ Additionally, a recent study sponsored by Reading Plus found that by the time they finish high school, today’s students read 19% slower than their counterparts of 50 years ago.² In 2019 at KIPP, based on the NWEA® MAP® Growth™ Assessment, 44% of students were at or above grade level (50th percentile) at the end of 3rd grade. Like national results, at KIPP there is a difference in results across racial demographics between Black and Latinx students.

¹ 2019 National Assessment of Educational Progress (NAEP). NAEP tests 4th and 8th graders. Accessed June 2021: <https://www.nationsreportcard.gov/highlights/reading/2019/>

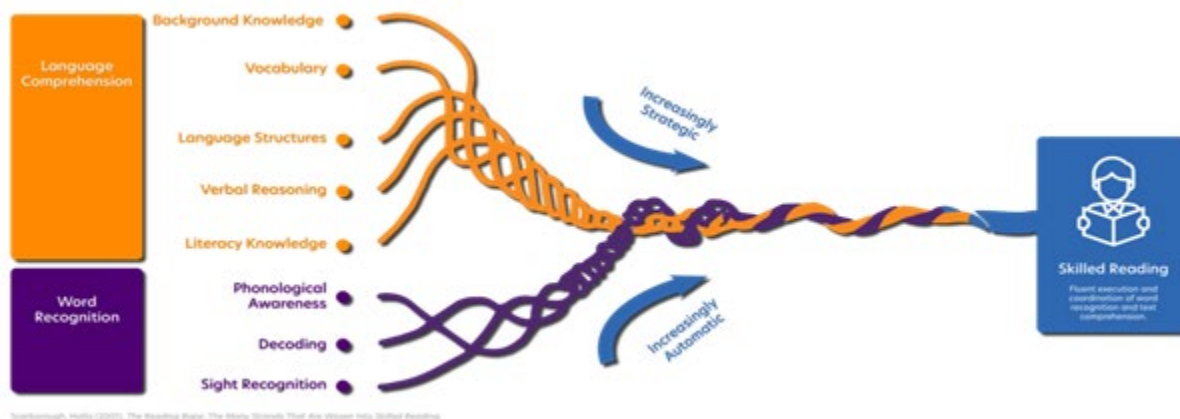
² “Students Are Reading Slower and Comprehending Less. Here’s What To Do About It,” by Kelli Anderson. September 24, 2019. <https://www.edsurge.com/news/2019-09-24-students-are-reading-slower-and-comprehending-less-here-s-what-to-do-about-it>

What Students Need: Research Base: The Science of Reading: Scarborough's Rope

Scarborough's rope is a graphic which illustrates how all skills are woven together to achieve skilled reading.

The upper strand of the rope represents Language Comprehension skills. The skills that comprise Language Comprehension are as follows:

1. Background Knowledge-all of the previous facts, concepts beliefs and experiences that readers bring to a text
2. Vocabulary-the knowledge of the meaning of words in a text
3. Language Structures-the relationship between words and sentences in a text
4. Verbal Reasoning-the ability to comprehend, reason and problem solve using concepts expressed through words
5. Literacy Knowledge-An understanding of how a text is organized and for what purpose, including a knowledge of print concepts



What Students Need in a Literacy Curriculum

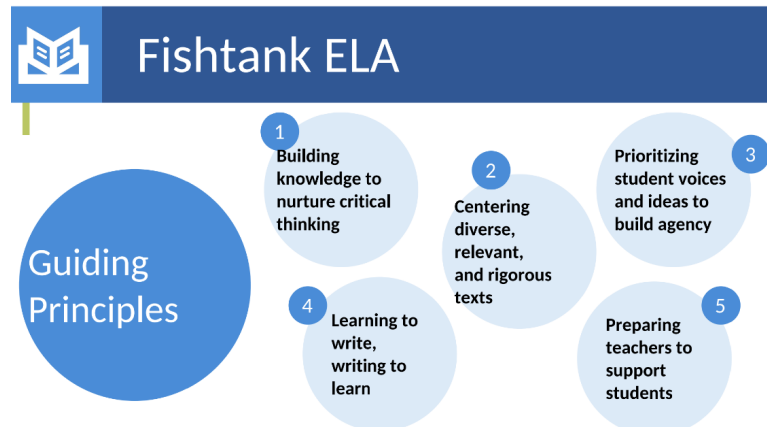
Based on this data and what the research is telling us, students need a literacy curriculum that includes:

- ***Building Decoding Skills and Word Recognition:*** Instruction and practice reading targeted at building decoding skills and word recognition, using decodable texts.
- ***Working with Texts of Grade-level Complexity or Beyond:*** Read-aloud and shared reading paired with discussion to build students' knowledge, vocabulary, and understanding of text meaning, using texts of grade-level complexity or beyond (read aloud).
- ***Volume of Engaged Reading Beyond Instruction:*** Additional reading (small group, independent, or shared) within the ELA block and across all content areas to support all aspects of reading, including engagement and motivation, using texts at a variety of levels.
- ***Joyful, Relevant Instruction:*** Equitable instruction supports students to crack the alphabet code and engage in content based learning to produce skilled readers. Equitable instruction allows for meaning making, and provides mirrors, windows, and sliding doors for students. It develops a love of reading and writing, and equips students with the skills to be "code breakers, text users, text critics and meaning makers (Zaretta Hammond)."

Why Fishtank as the Core Curriculum

The Fishtank ELA curriculum aims to develop students into critical readers, writers, and thinkers. The goal is to widen their perspectives so that they can better understand themselves and the world around them.

The curriculum is designed around the following guiding principles for ELA.



- Building knowledge to nurture critical thinking
 - Effective literacy instruction builds students' reading/writing skills and knowledge, develops students' identity and agency, helps students understand the world around them, and creates independent critical readers.
- Centering diverse, relevant, and rigorous texts
 - Every student, regardless of background and reading level, should read complex, engaging texts written in a variety of genres and by diverse voices, to highlight the diversity and richness of the human experience.
- Prioritizing student voices and ideas to build agency
 - Engaging in regular academic discourse is essential for students to synthesize texts and content, spark their curiosity, develop original ideas, and find their own voice.
- Learning to write, writing to learn
 - Writing and language skills are best taught in context, allowing students to authentically analyze an author's craft and structure, develop their own voice as writers, and build deeper meaning with the texts and ideas.
- Preparing teachers to support students
 - Intellectual preparation allows teachers to do their best teaching: when teachers deeply understand the text and unit themes they can help all students master grade-level content and standards.

Reading, writing, and speaking grounded in evidence from texts is at the heart of all Fishtank ELA units. All questions and tasks within Fishtank ELA are rooted in the texts students read, requiring students in grades Kindergarten through 12th grade to answer questions based on careful attention to the text, learning how to craft arguments, and present information clearly.

While engaging with complex text, students build knowledge of the world around them. This knowledge develops from grade to grade, as students rely on the knowledge they've built in previous grades to access increasingly complex texts and tasks in later grades.

Supplemental ELA Curriculum

Phonemic awareness is such a strong predictor of reading success; as such, in early elementary, the EL Education's core curriculum will be supported by **two supplemental curricula**:

1. **Heggerty**: Heggerty is a research-based curriculum of daily phonemic and phonological awareness lesson plans.
 - In grades K-2, the ELA block of the academic program will include Heggerty.
 - In grade 3, Heggerty will be used with select students who need targeted skill development during small group instruction.
2. In grades K–3, the ELA block of the academic program will include Core Knowledge **Skills** strand.
 - **Skills**: The Skills strand teaches reading and writing in tandem.
 - children practice blending (reading) and segmenting (spelling) using the sound spellings they have learned.
 - Decodable stories are introduced halfway into the kindergarten program. Stories are 100% decodable—made up entirely of words and sound spellings the students have been taught, or “tricky words” that also have been explicitly taught.

The CKLA Skills strand was designed to be fully in accord with the findings of the National Reading Panel and is aligned with the goals in the “Reading Foundational Skills” section of the Common Core State Standards.

Developing reading proficiency and strong literacy skills in elementary and middle grades is the cornerstone of the ELA curriculum, which upholds the MAS to ensure college- and career-readiness for all students. The ELA curriculum is designed to produce highly literate students who are proficient readers, evaluative writers and collaborative, analytical thinkers.

Mathematics

If students are to be well-equipped for college and beyond and the Academy is to live our vision that every child grows up free to create the future they want for themselves and their communities then the Academy must ensure all students see themselves as knowers and doers of mathematics who can use math to understand and shape their world. This requires moving past an understanding of mathematics learning as “answer-getting” and mathematics classrooms as places where students complete worksheets in silence, to understand mathematics learning as the work of reasoning about concepts and applying those concepts to solving real problems and mathematics classrooms where students work in groups to grapple with problems and are expected to justify their reasoning and critique the reasoning of others. The Academy must cultivate what Zaretta Hammond calls “Independent Learners.”

To this end, the Academy understands rigor in the mathematics classroom to mean the pursuit of conceptual understanding, procedural fluency grounded in that understanding, and the application of that understanding in problem solving all with equal vigor. The MAS for K-12 Mathematics tell us that math learning must focus on both the grade level content and the mathematical practices that are at the heart of reasoning in as mathematicians. We are also told that math learning must be coherent “reflect[ing] not only the topics that fall within a certain academic discipline, but also

the key ideas that determine how knowledge is organized and generated.” The Academy is committed to math classrooms that bring this vision of what it means to know math to life.

The Academy also commits to what Aguilar, Mayfield-Ingram, and Martin describe as “The Five Equity Based Practices in Mathematics Classrooms” to ensure that students’ sense of agency and identities as mathematicians are built for all students by:

1. Going deep with mathematics,
2. Leveraging multiple math competencies,
3. Affirming math learners identities,
4. Challenging spaces of marginality, and
5. Drawing on multiple resources of knowledge (math, culture, language, family, community).

Data shows we need to do better

The Academy knows that success in mathematics opens doors to choice-filled lives for students and "A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment."³ However, nationally only 41% of 4th graders, 34% of 8th graders, and 24% of 12th graders are proficient in mathematics, as measured by the National Assessment of Educational Progress (“NAEP”). In fact, 19% of 4th graders, 21% of 8th graders, and 40% of 12th graders do not leave with the basic mathematical skills and understanding expected at that grade. Despite this, growth on NAEP has been stagnant since roughly 2005. The story is even more troubling when we notice that there has been a persistent gap in performance between white students and students of color and between wealthier students and those with lower socio-economic status for as long as we have measured. The city of Detroit’s average performance on NAEP is below the bar for basic math in both 4th and 8th grade.

Our poor performance and persistent racial gaps have deep roots. Mathematics education in the United States has long had a “culture of exclusion” in which “the teacher’s task is to state rules, present examples, and pose exercises that are quite similar to the examples [...] The corresponding role for students is to listen carefully and follow directions with speed and precision to compute answers to formulaic problems [...] perceived differences are used to justify stratification such that the culture of exclusion in mathematics education shapes access to intellectually stimulating learning opportunities, prestigious educational programs, lucrative careers, and high-status identities [...] This ideology makes persistently unequal mathematics achievement appear normal, even inevitable.”(Louie, 2017)

Further, we know from the work of the New Teacher Project that students spend only about 26% of time in class on grade-level content and students of color spend about one third as much time on grade level content as their white peers and students from low-income households spend about one fifth as much time on grade level content as their more affluent peers.

³ National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

What Students Need: Research Base

Research tells us that procedural fluency built on strong conceptual understanding and flexible numeracy is a powerful predictor of success in later math classes. *“When students showed high-achievement, they solved calculation problems using number sense - interacting with numbers flexibly and conceptually. When students demonstrated low-achievement they used no number sense and seemed to believe that their role was to recall and use a standard method, clinging to formal procedures, using them very precisely, even when it made sense to abandon them. Students showing lower levels of achievement did not know less. They just did not use numbers flexibly, probably because they had been told from an early age to memorize methods and number facts instead of interacting with numbers flexibly.”* (Boaler, 2016).

The work of Clements and Sarama states that student’s development of conceptually-grounded numeracy and procedural-fluency can be hidden when we look only at students final answers but can be seen accurately assessed when we look at their work or listen to their explanations of thinking. Further, Clements and Sarama have shown that this learning progresses along predictable Learning Trajectories from early childhood through upper elementary grades. It is therefore essential for classroom instruction to attend closely to students’ thinking and provide ample opportunities for students to build conceptual understanding and apply that knowledge to both tackle increasing complex problems and apply increasingly sophisticated and efficient strategies to the same problem types over time.

Finally, the work of Stein, Smith and many others has shown us that the intentional selection of high-quality instructional tasks is a prerequisite for instruction that builds conceptual understanding. Those tasks must be paired with teachers' pedagogical learning to engage students in mathematical discourse that builds learning aligned to both content and practice standards.

What Students Need in a Mathematics Curriculum

A Curriculum must, first, be aligned to the content and practice standards of the MAS and with its demands for Focus and Coherence. As the National Council of Teachers of Mathematics put it, *“Mathematics comprises different topical strands, such as algebra and geometry, but the strands are highly interconnected. The interconnections should be displayed prominently in the curriculum and in instructional materials and lessons. A coherent curriculum effectively organizes and integrates important mathematical ideas so that students can see how the ideas build on, or connect with, other ideas, thus enabling them to develop new understandings and skills [...] Because students learn by connecting new ideas to prior knowledge, teachers must understand what their students already know. Effective teachers know how to ask questions and plan lessons that reveal students’ prior knowledge; they can then design experiences and lessons that respond to, and build on, this knowledge.”* (Principles and Standards for School Mathematics, NCTM, 2000)

A mathematics curriculum must develop procedural fluency and flexible numeracy grounded in conceptual understanding, supporting students to both develop flexibility and steadily increase the sophistication of their strategies. This can be accomplished through intentional progressions and tasks that preference different strategies to support students in adopting new approaches and through the progression from concrete to representational and then abstract representations.

A mathematics curriculum must also align with our vision for equitable math instruction supporting the implementation of The Five Equity Based Practices in Mathematics Classrooms.

Why Eureka Math²® as the Core Curriculum

Great Minds™ Eureka Math² meets all of the Academy's expectations.

- The scope and sequence is aligned to the MAS and lessons include clear indications for where Mathematical Practice Standards are addressed and should be highlighted in instruction.
- Lessons and Modules progress from concrete, to representational, and then to abstract approaches to the same concepts over time. The use of consistent representations with and across grades allows student link new learning to previous understanding and highlight the coherence of math learning. For example, the use of area models for multiplication and division is built on students' initial experiences with arrays and is leveraged throughout their K-12 experience to support everything from computation strategies based on the distributive property in elementary grades to polynomial division in high school.
- Lessons and Modules are built around tasks designed to first cultivate numeracy and conceptual understanding and then leverage that to build computation strategies that steadily increase in complexity along established learning trajectories. For example, first building flexibility with decompositions up to 10 before using that fluency to support make ten and take from ten strategies for addition and subtraction from 10-20 then up through 120.
- Fluency activities and application tasks that launch every lesson are designed to bridge past learning to new learning and to steadily increase the complexity of students' strategies through both problem selection and student discussion.
- The structure of new learning and lesson debriefs within Eureka Math are well designed to support the forms of student problem solving and discourse outlined by Smith and Stein. Further, this form of discourse is well aligned to The Five Equity Based Practices in Mathematics Classrooms.

Science

What Students Need in a Science Curriculum

The Next Generation Science Standards ("NGSS") are K–12 science content standards. Standards set the expectations for what students should know and be able to do. The NGSS were developed by states to improve science education for all students.

A goal for developing the NGSS was to create a set of research-based, up-to-date K–12 science standards. These standards give local educators the flexibility to design classroom learning experiences that stimulate students' interests in science and prepares them for college, careers, and citizenship.

Within the NGSS, there are three distinct and equally important dimensions to learning science. These dimensions are combined to form each standard—or performance expectation—and each dimension works with the other two to help students build a cohesive understanding of science over time.

- ***Dimension 1: Practices*** describe behaviors that scientists engage in as they investigate and build models and theories about the natural world and the key set of engineering practices that engineers use as they design and build models and systems.
- ***Dimension 2: Crosscutting Concepts*** help students explore connections across the four domains of science: Physical Science, Life Science, Earth and Space Science, and Engineering Design. When these concepts are made explicit for students, they provide an organizational schema for interrelating knowledge from various science fields into a coherent and scientifically-based view of the world.
- ***Dimension 3: Disciplinary Core Ideas***
Disciplinary core ideas have the power to focus K–12 science curriculum, instruction and assessments on the most important aspects of science. To be considered core, the ideas should meet at least two of the following criteria and ideally all four:
 - Have **broad importance** across multiple sciences or engineering disciplines or be a **key organizing concept** of a single discipline;
 - Provide a **key tool** for understanding or investigating more complex ideas and solving problems;
 - Relate to the **interests and life experiences of students** or be connected to **societal or personal concerns** that require scientific or technological knowledge;
 - Be **teachable** and **learnable** over multiple grades at increasing levels of depth and sophistication.

Why Studies Weekly as the Core Curriculum

Studies Weekly's curricula undergo an intensive blueprinting and specification process. Before any content is developed, specialists collaborate to analyze standards and unpack documents and frameworks, ensuring that research, legislation, and standards inform the curriculum. Explore Science was tailored specifically to the Next Generation Science Standards (NGSS) to ensure it met requirements and adhered to scientifically supported best practices.

After the curriculum's completion, it was distributed to numerous independent reviewers to provide unbiased, data-supported feedback. Studies Weekly Explore Science received a positive evaluation from CSA Education with the NGSS Lesson Screener Tool. Additionally, independent reviewers used the EdReports rubric and found Explore Science to have a powerful alignment with NGSS. Each grade level attained a minimum of 93% of the total available points, with the majority surpassing 95% ([See the Independent Review Summary here](#)).

The Studies Weekly Explore Science curriculum teaches students about scientific processes like using observations and evidence to draw conclusions and using student inquiry to drive learning. Studies Weekly Science incorporates numerous scientific principles ensuring it is thoroughly researched, rigorously tested, validated, and highly effective.

The Studies Weekly Explore Science sparks curiosity in students through learning-by-doing. The curriculum encourages students to ask questions and use valid scientific processes to seek answers. Studies Weekly crafted this curriculum to teach the science standards with an engaging, hands-on approach.

Social Studies

According to the Michigan Department of Education (“MDE”), “the purpose of social studies instruction is to develop social understanding and civic efficacy. The Grade Level Content Expectations balance disciplinary content and processes and skills that contribute to responsible citizenship and form a foundation for high school social studies coursework.”

Why Studies Weekly as the Core Curriculum

The social studies curriculum, Studies Weekly Social Studies, ensures students are not only prepared for high school and college, but also prepared for life as global citizens. Developing students' understanding in the disciplines of history, geography, civics and government, economics and public discourse ensures readiness for college and responsible citizen involvement.

Studies Weekly Social Studies creates publications that reflect inclusivity, collaboration, and democratic decision-making, similar to the principles of "government for the people, by the people." This curriculum incorporates a wide range of voices, cultures, and histories to ensure our curriculum represents the diverse needs of elementary students.

In a 2017 statement, the National Council for Social Studies (“NCSS”) says “Our global community owes children opportunities to explore the variety and complexity of human experience through a dynamic and meaningful education. When children are grounded in democratic principles, immersed in age-appropriate democratic strategies, and engaged in meaningful inquiry, they construct the foundational skills that prepare them to participate respectfully and intelligently in a nation and world marked by globalization, interdependence, human diversity, and societal change.” The NCSS went further to explain that the purpose of elementary school social studies is to enable students to understand, participate in, and make informed decisions about their world.

Studies Weekly Social Studies supports the social studies disciplines that best prepare students to be contributing members of society. Students who master the social studies curriculum understand how history, geography, civics and economics interact in a global society. Through exposure to primary and secondary sources, students develop knowledge of shared national and world history and are able to make connections between the past and present as well as between cultures and government systems.

- In Kindergarten, *examples* of standards taught are:
 - Use appropriate strategies to read and interpret basic social science tables, graphs, graphics, maps, and texts
 - Explain the challenges people have faced and actions they have taken to address issues at different times and places
 - Create a timeline using events from their own lives
- In Grade 1, *examples* of standards taught are:
 - Use data presented in social science tables, graphs, graphics, maps, and texts to answer compelling and supporting questions
 - Differentiate between primary and secondary source documents
 - Know how to find relevant evidence from a variety of sources

- Apply democratic values or constitutional principles to support a position on an issue.
- Living and working together in families and schools and use historical thinking to understand the past
- In Grade 2, *examples* of standards taught are:
 - Use data presented in social science tables, graphs, graphics, maps, and texts to answer compelling and supporting questions
 - Apply democratic values or constitutional principles to support a position on an issue
 - Demonstrate chronological thinking by distinguishing among years and decades using a timeline of local community events
 - Describe changes in the local community over time
- In Grade 3, *examples* of standards taught are:
 - Use a world map to describe North America in relation to the equator and other continents and oceans, and Michigan within North America
 - Use cardinal directions (north, south, east, west) to describe the relative locations of significant places in the immediate environment
 - Describe different regions to which Michigan belongs
 - Use a variety of visual materials and data sources to describe ways in which Michigan can be divided into regions

In these early grades, students begin to learn about history and culture in the surrounding world. Students study personal history, family history and examine local examples of the community and school to become familiar with basic geography, economy and functions of government.

Co-curricular areas

The Academy nurtures high-achieving, well-rounded students. The Academy will offer physical education as a co-curricular.

Physical Education

Physical education includes a sequence of developmental experiences through which children learn by moving. Students first learn and practice basic movement skills and manipulate objects by throwing, catching, striking, pushing, pulling and climbing. Students take part in a variety of individual and group activities, games to increase body awareness, practice new skills and learn to move safely with respect to other people. Students also learn about the physical and mental benefits of a healthy lifestyle characterized by physical activity. Students will use movement skills in more complex ways by learning the concepts of fairness, positive attitude, teamwork and sportsmanship. Students learn to recognize the correlation between practice and mastery of skill and complete various types of drills to increase abilities. Students ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

In grades K-5, physical education will use The Exemplary Physical Education Curriculum™ (“EPEC™”), a nationally recognized program that combats the crushing burden of chronic disease. Of all health problems, chronic diseases are the most costly, widespread, and preventable.

Physical activity is highly protective against the major chronic diseases (obesity, diabetes, heart disease).

The objectives in EPEC systematically and sequentially increase fitness levels, develop motor skills, and increase activity-related knowledge. EPEC also helps to develop the personal, social, and attitudinal characteristics students need to be physically active for life. Therefore, EPEC is a true public health initiative being carried out completely in the education arena.

EPEC is also a school reform initiative that is working to shift the emphasis of physical education away from merely keeping students busy, happy, and well-behaved toward instruction based on clearly-stated outcomes. As a result of this defined direction and clear objectives, students are more likely to learn, develop competencies and confidence, and be prepared for a physically active life.

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

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

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

Students Below Grade Level

Three years ago, TNTP partnered with five diverse school systems – rural and urban, district and charter – and concluded that students only demonstrated mastery of grade-level standards on their assignments 17 percent of the time. That gap exists because so few assignments actually gave students a chance to demonstrate grade-level mastery. Students spent more than 500 hours per

school year on assignments that weren't appropriate for their grade and with instruction that did not ask enough of them – the equivalent of six months of wasted class time in each subject.

However, when students did have the chance to work on content that was appropriate for their grade, they rose to the occasion more often than not.

- In classrooms where students had greater access to grade-appropriate assignments, they gained nearly two months of learning compared to their peers.
- In classrooms where teachers held high expectations, students gained more than four months.
- The relationships between the materials and student outcomes were even stronger in classrooms where students started the year off behind. When students, who started the year behind grade level, had access to strong instruction, they closed gaps with their peers by six months.
- In classrooms with more-grade appropriate assignments, those gaps closed by more than seven months.

A core component of the KIPP program is college readiness; as such, the Academy is committed to ensuring that students receive a rigorous education that leads to academic preparation.

Students receive instruction directed towards grade-level standards; however, if a student needs targeted and scaffolded support to reach grade-level mastery, then instruction must be adjusted to better meet the needs of that student. The school's academic intervention approach is based on a cycle of assessment and instructional responses to meet student learning needs. This is based on a few key practices:

1. All staff are trained in the tracking of performance data and the identification of students not meeting performance thresholds.
2. Teachers will employ in-class strategies [such as small group instruction], with a focus on discrete skill support, to target those students who are not meeting performance thresholds.
3. Additional support strategies [such as tutoring and or pull-out] will be leveraged.
4. Intervention staff and teachers meet every four to six weeks as a collaborative team to discuss assessment data, monitor student progress and update intervention plans.
5. If necessary, internal diagnostic assessments are used to determine student needs and serve as the foundation for a written intervention plan.
6. Students struggling to make progress are assessed at least every two weeks, and those identified with the most severe academic needs will be assessed.
7. School leaders and intervention staff meet twice each month and focus on individual student data and strategies being used to meet student needs.

If a student is not making satisfactory academic progress/growth, a three-tier approach (Response-to-Intervention, or "RtI") will be considered to deliver systematic intervention services.

English Language Learners ("ELL")

During the registration process, the Academy's ELL coordinator will ask parents to complete the State Board of Education approved Home Language Survey. This survey will determine if students need to be screened.

A student will be screened if a parent/guardian responds affirmatively to:

1. Is your child's native tongue a language other than English?
and/or
2. Is the primary language used in your child's home or environment a language other than English?

Thereafter, the ELL coordinator conducts an informal interview of each student identified as a potential ELL. If the interview confirms that a student speaks a language other than English, [within 30 days] the student will be given the W-APT to determine his or her English proficiency. If the student scores proficient (at the state required level), this is designated as not requiring ELL services, and the screening process will stop. If the student scores at any lower level, the student is classified as an ELL student and placed appropriately in the Academy's ELL program.

ELL students will be fully immersed in mainstream classrooms where the Academy will implement a two-part program:

- In the general classroom, Sheltered Instruction and Use of the Sheltered Instruction Observation Protocol ("SIOP")- will be used as the vehicle for ELL students to acquire grade-level content.
- Students requiring English language acquisition instruction may be pulled out to receive English as a second language support or may receive support within the general education classroom by an EL teacher.

Each ELL student will have a Language Acquisition Plan ("LAP") that contains specific goals to quickly acquire both social and academic proficiency in English. The LAP details accommodations and modifications that must be implemented in the classroom and on standardized assessments.

Each year, the Academy administers the WIDA™ ACCESS test to measure students' progress learning English. The Academy uses the results combined with teacher observation and input to determine services to be provided through the ELL program for the coming school year.

Students who meet the 4.8 Overall score threshold on WIDA ACCESS for ELLs or P2 on the WIDA Alternate ACCESS for ELLs will exit the program.

Gifted Students

Teachers offer gifted students differentiated instruction and extended opportunities through a variety of means, including: enrichment lessons, exercises and content; differentiation in content, process, products and/or learning environment; infusion of tasks requiring higher-order thinking skills; and individualized learning opportunities. As needed, the Academy will accelerate grade-level or content-level learning for individual students, taking into consideration the students' specific needs. Students at or above grade level will be consistently challenged with classroom curricular content and high-quality instruction.

Use of NWEA assessments generate results that help set individual learning targets and measurable objectives for all students. The Academy uses these results to set higher individual learning targets and more rigorous growth objectives to monitor and measure the progress of gifted students.

Assessments

The Academy uses assessments to drive the academic program and plans to use assessments beyond state mandated, norm-referenced and computer-adaptive assessments. In addition to the state assessment, the Academy plans to also use the following:

- A baseline assessment (NWEA) in reading and math is administered to students upon acceptance to the Academy. To make this as convenient as possible for parents, this assessment is a part of the acceptance paperwork that must be submitted.
- Benchmark assessments (NWEA) to ensure that students in grades kindergarten to three are on track for proficiency in reading.
- Interim and curricular unit assessments to determine if students have mastered the content and to make adjustments to grade-level placements for students throughout the year.

ELA Assessment Table

Universal Screeners/Diagnostic	Progress Monitoring	Formative
<ul style="list-style-type: none">● mCLASS/DIBELS: a universal screener that measures the development of reading skills of all students in grades K-5● EL Related Benchmarks (varies depending on grade level):<ul style="list-style-type: none">○ Letter Name and Sound ID○ Phonological Awareness Assessment○ Spelling Skills and Decoding Skills○ Fluency	<ul style="list-style-type: none">● ELA mid and end of Unit assessments● Briefly weekly spelling dictation based on letter sounds students have learned	<ul style="list-style-type: none">● Checklists, sampling dictation responses, monitoring of student work to assess:<ul style="list-style-type: none">○ Phonological awareness○ Decoding and encoding skills based on grade level phonics○ Fluency with decodable texts

Program Evaluation

The Academy will evaluate the effectiveness of programming through different types of structures:

- Macro (school-wide) structures
 - School leaders consistently review academic performance data for all grade levels and ensure the Academy's curriculum and instructional approach is accelerating student learning.
 - School leaders will consistently conduct walkthroughs of classrooms; these observations will yield trends that will be used to set goals related to the bar of excellence in instructional delivery.
 - School leaders will determine professional development for teacher development or supplemental programming for students based on academic performance data and classroom observations.
 - School leaders report this information to the Academy board throughout the year.
- Micro (classroom-specific) structures
 - The Academy uses formative assessments designed to include multiple checkpoints throughout instruction to measure student understanding of content. Teachers analyze data at both the classroom and individual student level, and then scaffold student learning towards student mastery of each educational objective.

- The short-cycle formative assessments enable teachers to determine exactly what knowledge needs further development in each student, and to individualize instruction as appropriate to ensure each student learns as expected.
- Qualitative data
 - Stakeholder feedback (parents, teachers, etc.) is an important component of program evaluation. Qualitative data regarding program effectiveness will be continually gathered through 1:1's with teachers and parent surveys/conferences.
- Quantitative data
 - Types of quantitative data used to determine program evaluation includes NWEA, formal curricular assessment, student discipline, classroom walkthroughs, etc.

School leaders agree that program effectiveness provides a comprehensive view of “school health.” Data regarding school health exists in macro and micro forms in addition to qualitatively and quantitatively. Continued improvement is the result of a consistent habit of analyzing this data, finding areas of improvement, supporting teams in those areas, and continuing to monitor progress. This cycle will be utilized to continue to evaluate program effectiveness at the Academy.

KIPP Detroit Imani Academy

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Tab 4

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 Fishtank Learning English language arts, Great Minds® Eureka Math², Studies Weekly (“SW”) Explore Science, Studies Weekly social studies, Michigan Model for Health™, and Exemplary Physical Education Curriculum (“EPEC”). The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Fishtank <https://www.fishtanklearning.org/curriculum/ela/>
- Eureka² <https://eureka.math.greatminds.org/em2-michigan-schools>
- SW Science <https://www.studiesweekly.com/science/#explore-science>
- SW Social Studies <https://www.studiesweekly.com/social-studies/#samples>
- Michigan Model <https://www.michiganmodelforhealth.org/>
- EPEC <https://michiganfitness.org/activity/epec/>

Elementary

The following subjects/courses are offered at the Academy.

Course	K	1	2	3
English Language Arts	X	X	X	X
Mathematics	X	X	X	X
Science	X	X	X	X
Social Studies	X	X	X	X
Health	X	X	X	X
Physical Education	X	X	X	X

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Tab 5

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

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

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

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