



# BAY MILLS

COMMUNITY COLLEGE  
CHARTER SCHOOLS OFFICE

August 16, 2019

Jill Thompson  
Michigan Department of Education  
608 West Allegan Street  
P.O. Box 30008  
Lansing, MI 48909

Dear Ms. Thompson

Enclosed please find a CD containing Contract Amendment No. 1 for Battle Creek Area Learning Center. If you have any questions, please contact me at 906/248-8446.

Sincerely,

*Mariah Wanic*

Mariah Wanic, Special Assistant to the  
President in Charge of Charter Schools

Cc: Tim Allard, Battle Creek Area Learning Center

**CONTRACT AMENDMENT NO. 1**

**BETWEEN**

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**  
**(AUTHORIZING BODY)**

**AND**

**BATTLE CREEK AREA LEARNING CENTER, INC.**  
**(PUBLIC SCHOOL ACADEMY)**

## CONTRACT AMENDMENT NO. 1

### BATTLE CREEK AREA LEARNING CENTER, INC.

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** (“College Board”) and **BATTLE CREEK AREA LEARNING CENTER, INC. (d/b/a CALHOUN COMMUNITY HIGH SCHOOL)** (“Academy”) on July 1, 2017 (“Contract”), the parties agree to amend the Contract as follows:

1. Amend Contract Schedule 6: Physical Plant Description, by updating the Physical Plant Description to include the documents attached as Exhibit 1.

The amendments in paragraph 1 above are hereby approved by the College Board and the Academy through their authorized designees and shall have an effective date of July 1, 2019.

2. Amend the Terms and Conditions, Article XI, by adding the following new section:

“Section 11.13. Dropout Recovery Program. The Academy is authorized to operate a dropout recovery program in accordance with section 23a of the State School Aid Act, MCL 388.1623a. The Academy shall ensure that the dropout recovery program enrolls only students who meet the requirements of the program and who are eligible for state aid funding, in accordance with sections 6 and 23a of the School Aid Act and Section 5-Q-A of the Michigan Department of Education’s Pupil Accounting Manual. In the event of a conflict between the Academy / Graduation Alliance agreement and the State Aid Act, the provisions of the State Aid Act relative to administration and operation of the dropout recovery program shall control. In the event that funding for a dropout recovery program is eliminated under section 23a, authorization to operate a dropout recovery program shall terminate unless a similar dropout recovery program is authorized under the State Aid Act and this Contract is amended to incorporate that program.”

3. Amend Contract Schedule 7c: Educational Programs, by adding the Academy’s dropout recovery program agreement with Graduation Alliance, attached as Exhibit 2, and the Academy’s policy and operations manual for the program, attached as Exhibit 3.<sup>1</sup>
4. Amend Contract Schedule 7d: Curriculum, by adding information about the Academy’s dropout recovery program, including the course syllabus, required instructional materials, instructional methods and evaluation methods and alignment to state standards found at: <https://app.gradally.com> .

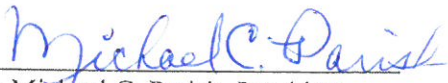
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<sup>1</sup> The Academy has represented to the College that the Policy and Operations Manual for 2018-2019 school year will be the same for the upcoming 2019-2020 school year. In the event of changes, the Academy shall provide a copy of the revised Policy and Operations Manual, with a summary of changes made, to the College’s Charter Schools Office (“CSO”) for review. Following CSO review, the updated Policy and Operations Manual shall be automatically incorporated into this Contract amendment.

5. Amend Contract Schedule 7h: Age or Grade Range, by adding the following sentence:

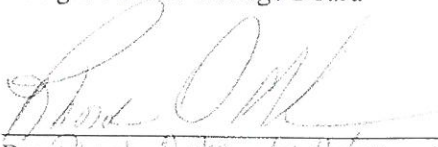
"The Academy is authorized to operate a dropout recovery program for eligible students in accordance with section 23a of the State School Aid Act, MCL 388.1623a."

The amendments in paragraphs 2 through 5 above are hereby approved by the College Board and the Academy through their authorized designees and shall have an effective date of March 15, 2019.



By: Michael C. Parish, President  
Bay Mills Community College  
Designee of the College Board

Dated: 8-16-19



By: Rhonda Ostrander, Board President  
Battle Creek Area Learning Center  
Designee of the Academy Board

Dated: 8/15/2019

# EXHIBIT 1

## **Physical Plant Description**

	<b><u>Page</u></b>
Physical Plant Description.....	6-1
Floor Plan.....	6-3
Site Plan.....	6-11
Occupancy Approval.....	6-12
Lease Agreement.....	6-13

## **SCHEDULE 6**

### **PHYSICAL PLANT DESCRIPTION**

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)(j); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the “Proposed Site”) of the Battle Creek Area Learning Center (“Academy”) is as follows:

Address: 765 Upton Avenue  
Springfield, MI 49037

General Description: BCALC operates 15,037 square feet of classroom space, hallways, and bathrooms in addition to shared space of an All Purpose Room (Cafeteria) and Gymnasium.

This portion of the building (The Burma Center) is on the North side of the building. This space is on a single level and consists of a main office (housing 2 administrative offices, a conference room, and a storage room along with the reception area, computer/data room, and a mailroom and kitchenette. On the north side of the hall there are 5 classrooms and on the south side of the hallway there are 4 classrooms and a student service office. This space is leased by BCALC from the Burma Center with the lease starting July 1, 2019 and a 6-year renewable term.

Term of Use: Term of Contract.

Configuration of Grade Levels: Ninth through twelfth grade and eligible students participating in a dropout recovery program authorized under section 23a of the State School Aid Act, MCL 388.1623a.

Name of School District and Intermediate School District:

Local: Battle Creek Public Schools District

ISD: Calhoun Intermediate School District

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

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

4. In addition, the Academy and the College 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 proposed physical facility. These approvals must be provided and be acceptable to the College 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 College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College 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 College 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 College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. 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.



# CALHOUN COMMUNITY HIGH SCHOOL

## CALHOUN COMMUNITY HIGH SCHOOL Springfield, Michigan CONSTRUCTION DOCUMENTS

### DESIGN TEAM

#### ARCHITECT/ENGINEER

**TowerPinkster**  
Architecture · Engineering · Interiors

242 E KALAMAZOO AVE.,  
SUITE 200  
KALAMAZOO, MICHIGAN  
49007  
PHONE: 269.343.6133  
FAX: 269.343.6633

### REFERENCED CODES

BUILDING: 2015 MICHIGAN BUILDING CODE AND 2012 NFPA 101 LIFE SAFETY CODE  
ENERGY: 2015 MICHIGAN ENERGY CODE  
PLUMBING: 2015 MICHIGAN PLUMBING CODE  
MECHANICAL: 2015 MICHIGAN MECHANICAL CODE  
FUEL GAS: (IFGC) 2015 INTERNATIONAL FUEL GAS CODE  
ELECTRICAL: 2014 NATIONAL ELECTRICAL CODE WITH MICHIGAN AMENDMENTS  
BARRIER-FREE: 2015 MICHIGAN BUILDING CODE AND 2009 ICC & C A117.1  
USE GROUP: E  
CONSTRUCTION TYPE: IIB  
AUTOMATIC SPRINKLERS: YES

#### PROJECT AREA

TOTAL FINISHED PROJECT: 178 SF 000,000 SQ. FT

### DRAWING INDEX

GENERAL  
G001 COVER SHEET  
G 002 PARTITION DETAILS, DOOR SCEHDULE AND DETAILS, FRAME  
ELEVATIONS, TYPICAL SYMBOLS AND GENERAL NOTES  
G 101 FIRST FLOOR CODE COMPLIANCE PLANS

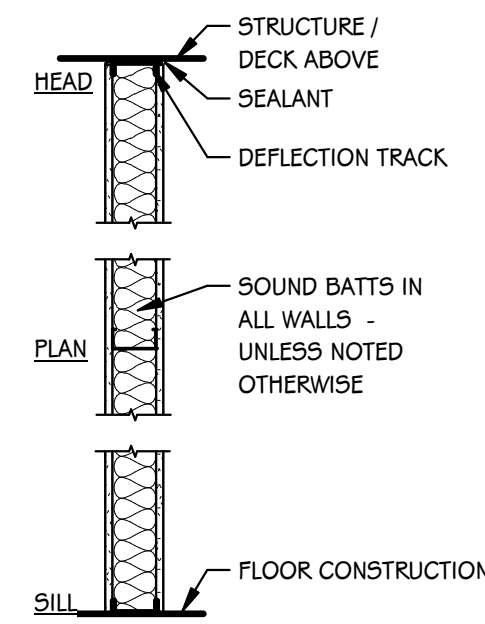
ARCHITECTURAL DEMOLITION  
AD 101A FIRST FLOOR DEMOLITION PLAN - UNIT A  
AD 201A FIRST FLOOR CEILING DEMOLITION PLAN - UNIT A

ARCHITECTURAL  
A 101A FIRST FLOOR PLAN - UNIT A  
A 201A FIRST FLOOR REFLECTED CEILING PLAN - UNIT A  
A 601A FIRST FLOOR FINISH PLAN - UNIT A

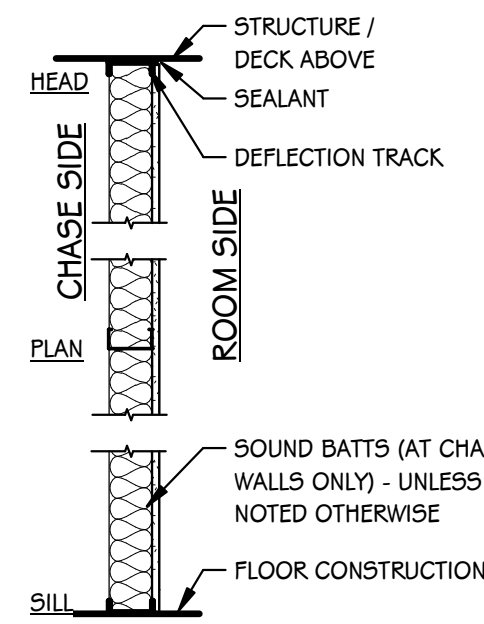
### SITE ADDRESS

CALHOUN COMMUNITY HIGH SCHOOL  
675 UPTON AVE.  
SPRINGFIELD, MI 49037

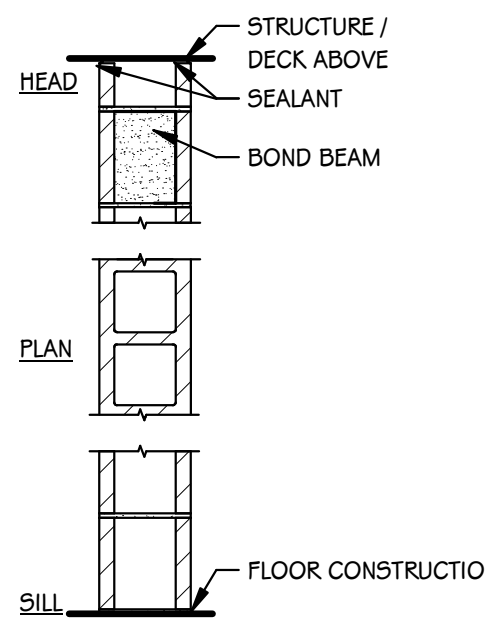




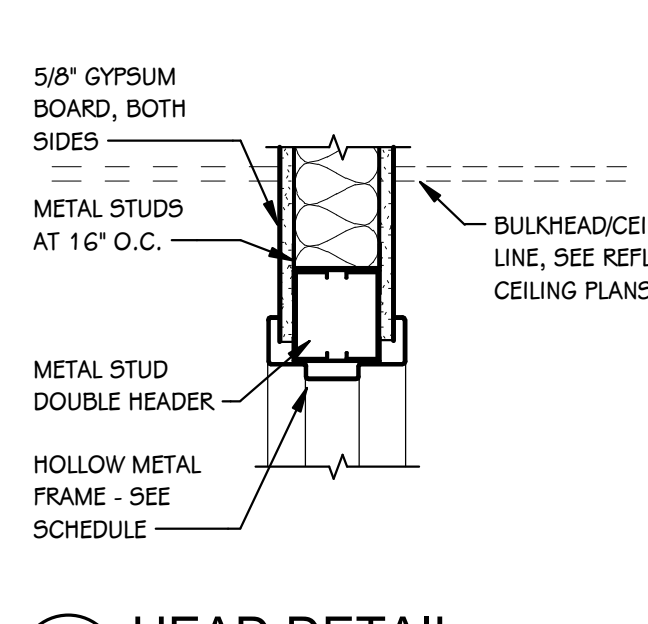
16 METAL STUDS @ 16" O.C. WITH 5/8" GYPSUM BOARD BOTH SIDES; (1 HOUR FIRE) U.L. ASSEMBLY U465 WHERE NOTED ON PLANS



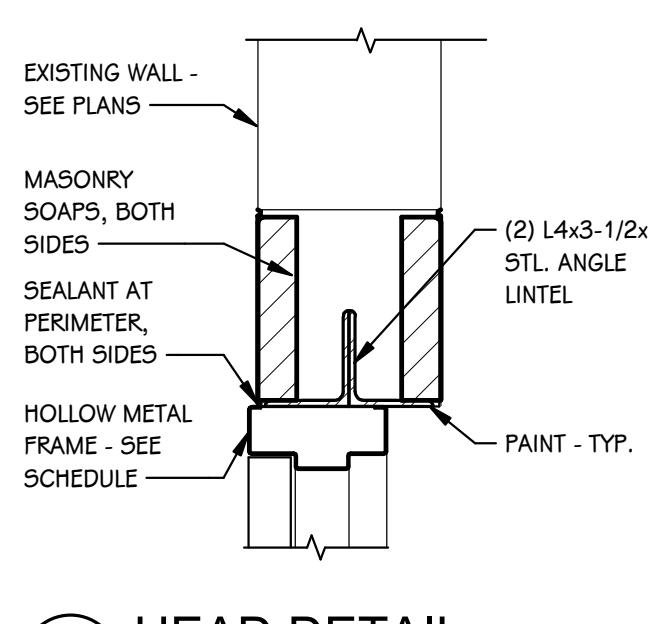
27 METAL STUDS @ 16" O.C. WITH 5/8" GYPSUM BOARD ON ROOM SIDE - BRACE WALL @ 4'-0" O.C. MAXIMUM.



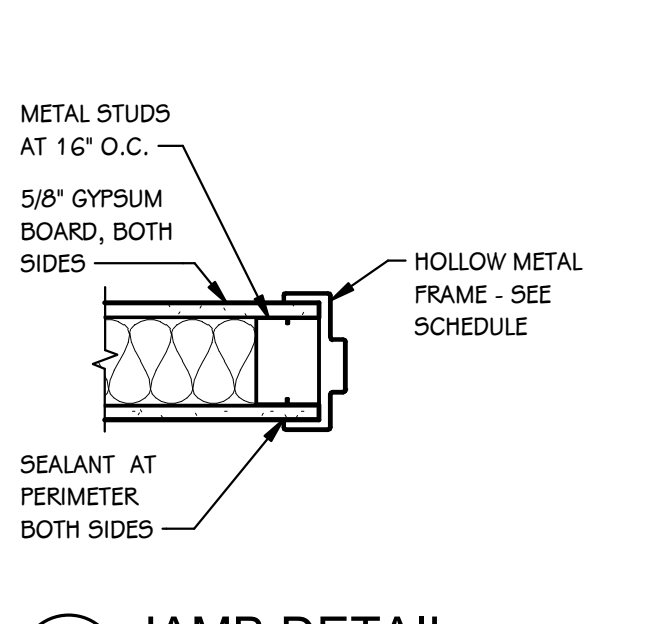
3 4" CONCRETE MASONRY UNITS



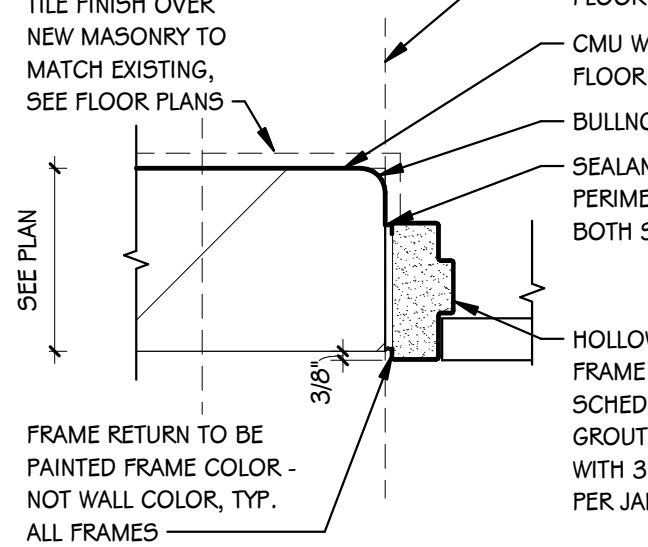
H1 HEAD DETAIL 1 1/2" = 1'-0"



H2 HEAD DETAIL 1 1/2" = 1'-0"



J1 JAMB DETAIL 1 1/2" = 1'-0"



J2 J-2 CMU 1 1/2" = 1'-0"

### GENERAL PARTITION NOTES

- NOT ALL WALL TYPES MAY BE USED ON PROJECT.
- REFER TO CODE COMPLIANCE PLANS FOR LOCATIONS OF SMOKE AND FIRE-RATED PARTITIONS.
- ALL PARTITIONS EXTEND TO BOTTOM OF STRUCTURE, UNLESS NOTED OTHERWISE.
- LINE OF STRUCTURE/DECK AS SHOWN AT THE HEAD CONDITION OF EACH PARTITION TYPE IS DIAGRAMMATIC ONLY AND DOES NOT INDICATE EXACT CONSTRUCTION CONDITIONS. TERMINATE RATED PARTITIONS AT UNDERSIDE OF STRUCTURAL DECK TO MAINTAIN RATING. PROVIDE APPROPRIATE FRAMING AND GYPSUM BOARD TO OFFSET AROUND STRUCTURE OR OTHER OBSTRUCTIONS, SUCH AS PIPING OR DUCTWORK.
- PARTITIONS MAY TERMINATE AT STRUCTURAL MEMBERS WITH A RATING GREATER THAN OR EQUAL THE PARTITION, PROVIDED THAT RATING IS CONTINUOUS TO STRUCTURAL DECK ABOVE.
- NON-RATED PARTITIONS THAT EXTEND TO STRUCTURE SHALL TERMINATE AT UNDERSIDE OF STRUCTURAL DECK TO MAINTAIN A CONTINUOUS PLANE OF GYPSUM BOARD AS A NOISE, SMOKE OR OTHER TYPE OF BARRIER.
- ALL PARTITIONS EXTENDING TO STRUCTURE ABOVE SHALL TERMINATE WITH DEFLECTION TRACK - SEE TYPICAL DETAILS ON THIS SHEET.
- ALL GYPSUM BOARD PARTITIONS NOT EXTENDING TO THE STRUCTURE MUST BE BRACED.
- UL DESIGN NUMBERS REFER TO THE FIRE RESISTANCE DIRECTORY. UNDERWRITERS LABORATORY, LATEST EDITION.
- MISCELLANEOUS NON RATED CHASES TO BE 5/8" GYPSUM BOARD ON 3 5/8" METAL STUD FRAMING @ 16" O.C., UNLESS NOTED OTHERWISE.
- MISCELLANEOUS FURRING AROUND COLUMNS TO BE 5/8" GYPSUM BOARD ON 1 1/2" STUDS, UNLESS NOTED OTHERWISE.
- FIRE-RATED PARTITIONS TO HAVE FIRE-STOPPING SEALANTS AT HEAD, SILL, JUNCTURE WITH DISSIMILAR MATERIALS, ETC. AND AROUND ALL PENETRATIONS AND OPENINGS.
- CONSTRUCT ALL PARTITIONS WITH SOUND ATTENUATION BATTS WITH THE FOLLOWING SOUND BATT THICKNESS: 2 1/2" OR LESS METAL STUD - 1 1/2" THICKNESS, 3 5/8" OR LARGER METAL STUD - 3" THICKNESS. UNLESS NOTED OTHERWISE.

### METAL STUD/FURRING, CH STUD AND WOOD STUD KEY

METAL STUD/FURRING	
DESIGNATION	SIZE
A	GYPSUM BOARD DIRECT APPLIED TO CMU
B	7/8"
C	1 1/2"
D	1 5/8"
E	2 1/2"
F	3 1/2"
G	3 5/8"
H	4"
J	5 1/2"
K	6"
L	8"
M	10"
N	12"
P	(OPEN)
Q	(OPEN)

CH STUD	
DESIGNATION	SIZE
R	2 1/2"
S	4"
T	6"

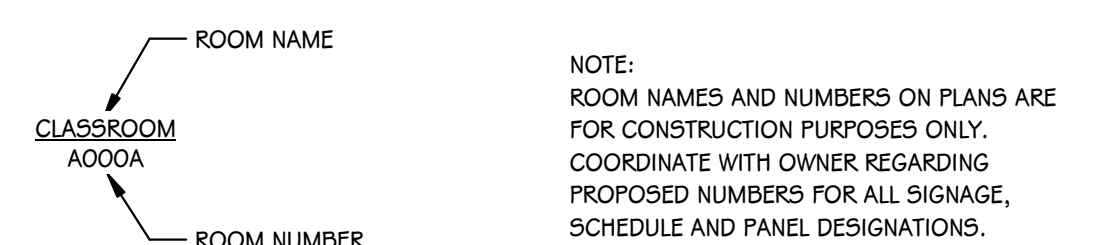
WOOD STUD	
DESIGNATION	SIZE
U	2"x4"
V	2"x6"
W	2"x8"

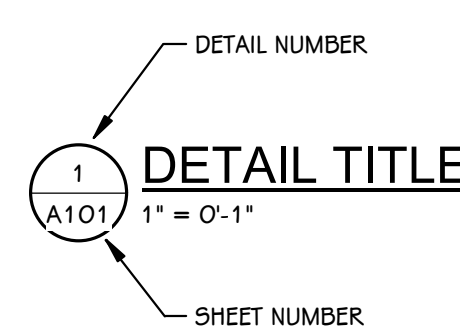
PARTITION TYPE TAG (REFER TO FLOOR PLANS)	
PARTITION TYPE NUMBER	METAL STUD, FURRING OR CH STUD FRAMING LETTER
	FIRE-RATING, IF REQUIRED

## TYPICAL SYMBOLS & REFERENCES

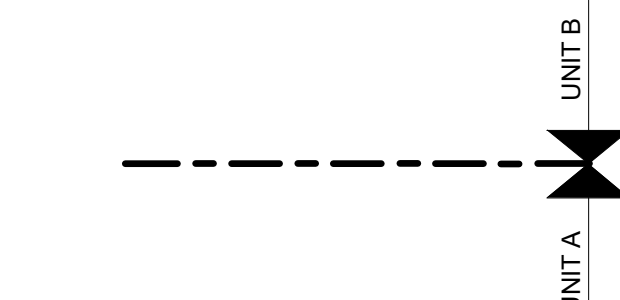
### ROOM IDENTIFICATION TAG



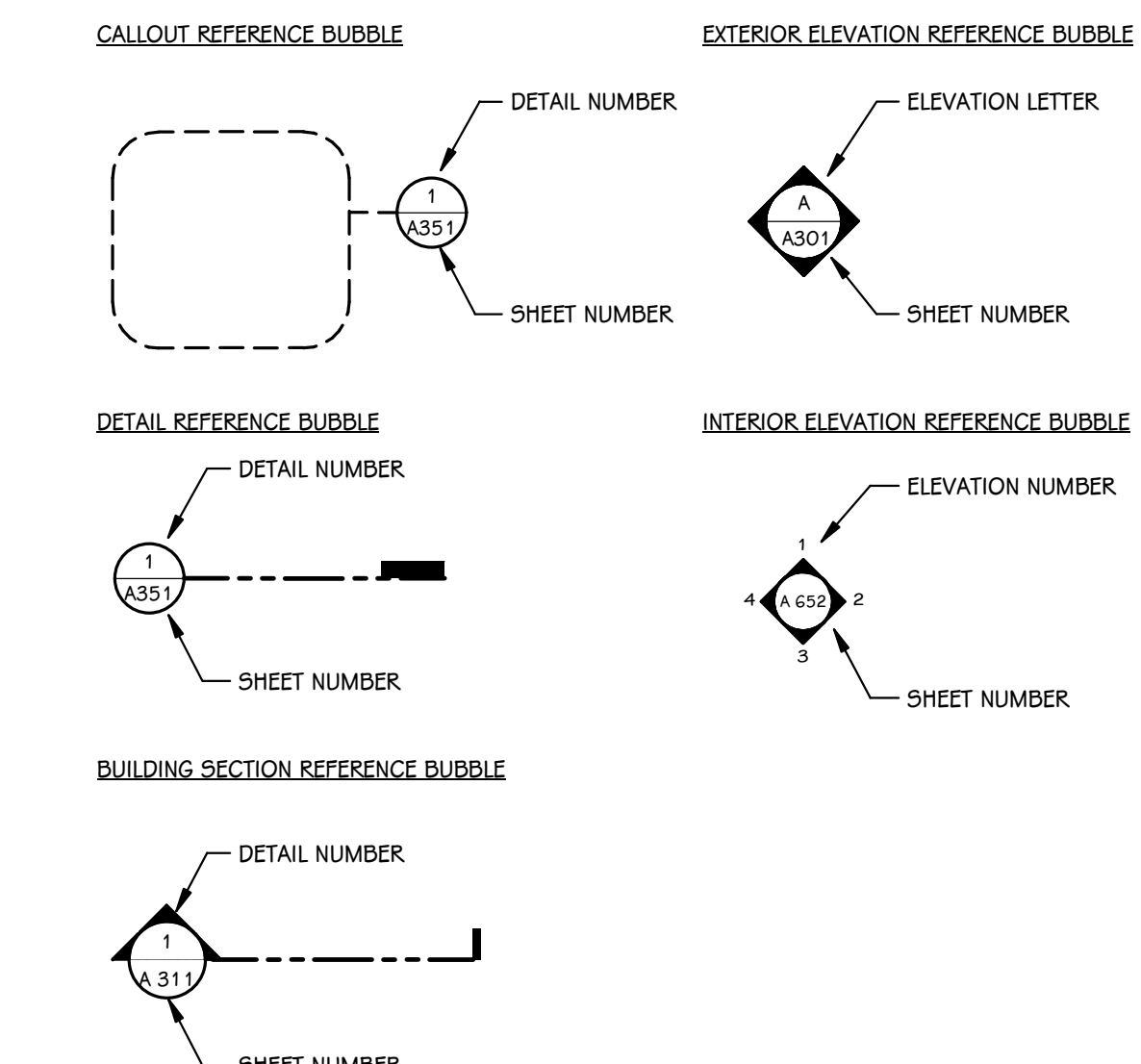
### DETAIL TITLE



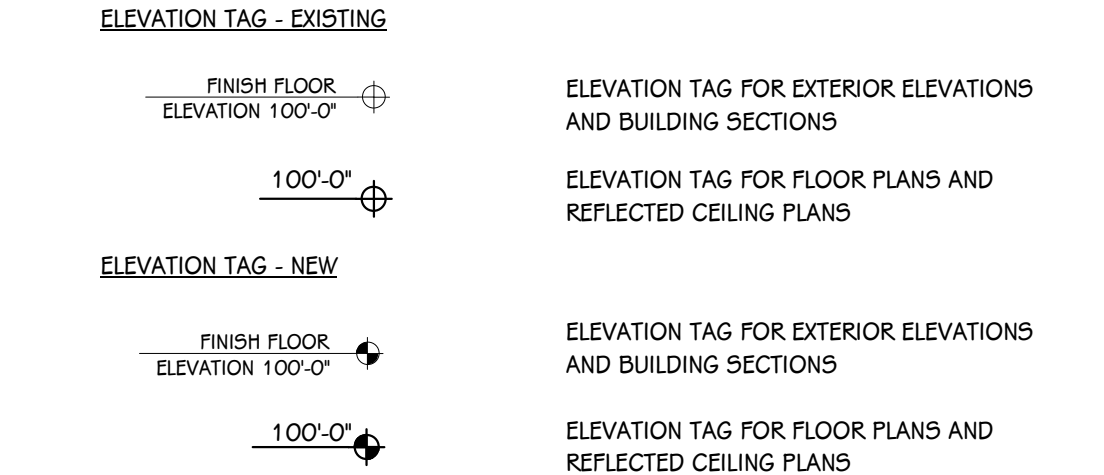
### UNIT MATCHLINES



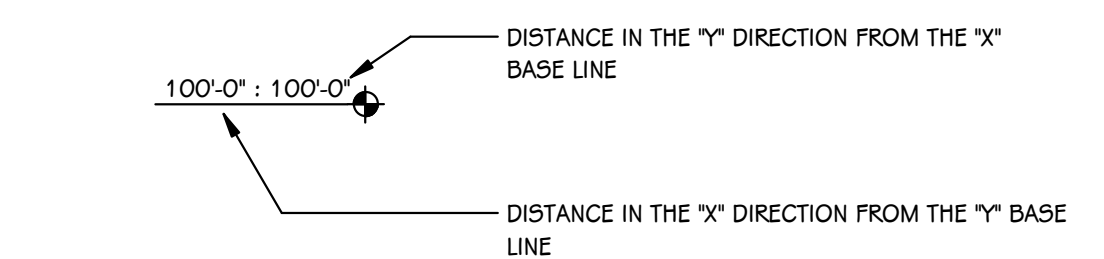
### TYPICAL NOTATION SYMBOLS



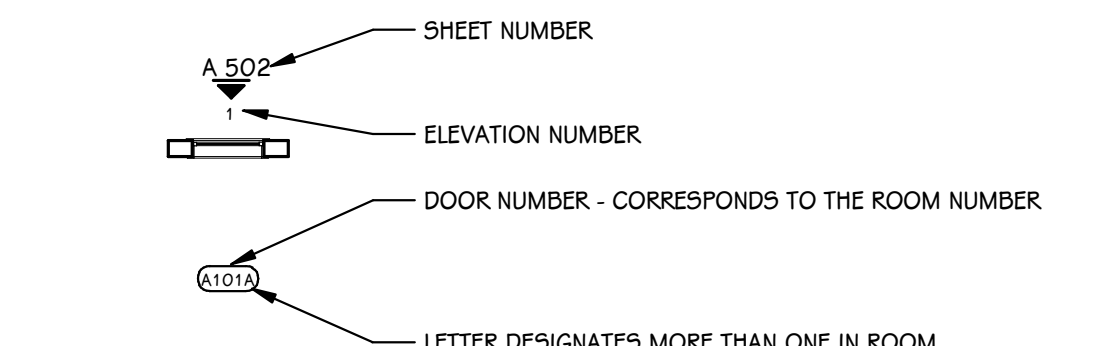
### ELEVATION AND SECTION REFERENCE TOOLS



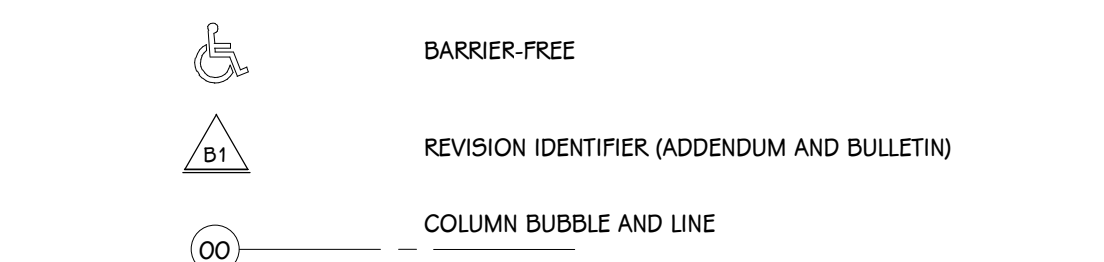
### WORKING POINT LAYOUT TAG



### BORROWED LIGHT AND DOOR IDENTIFICATION

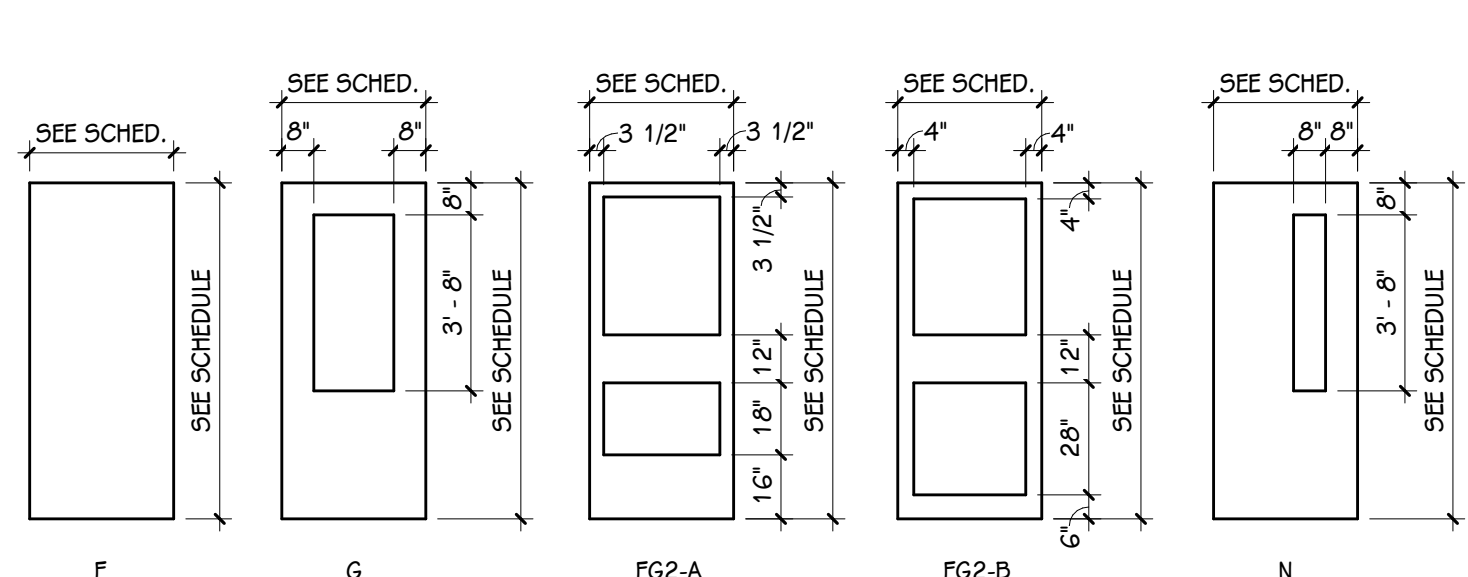


### SYMBOLS



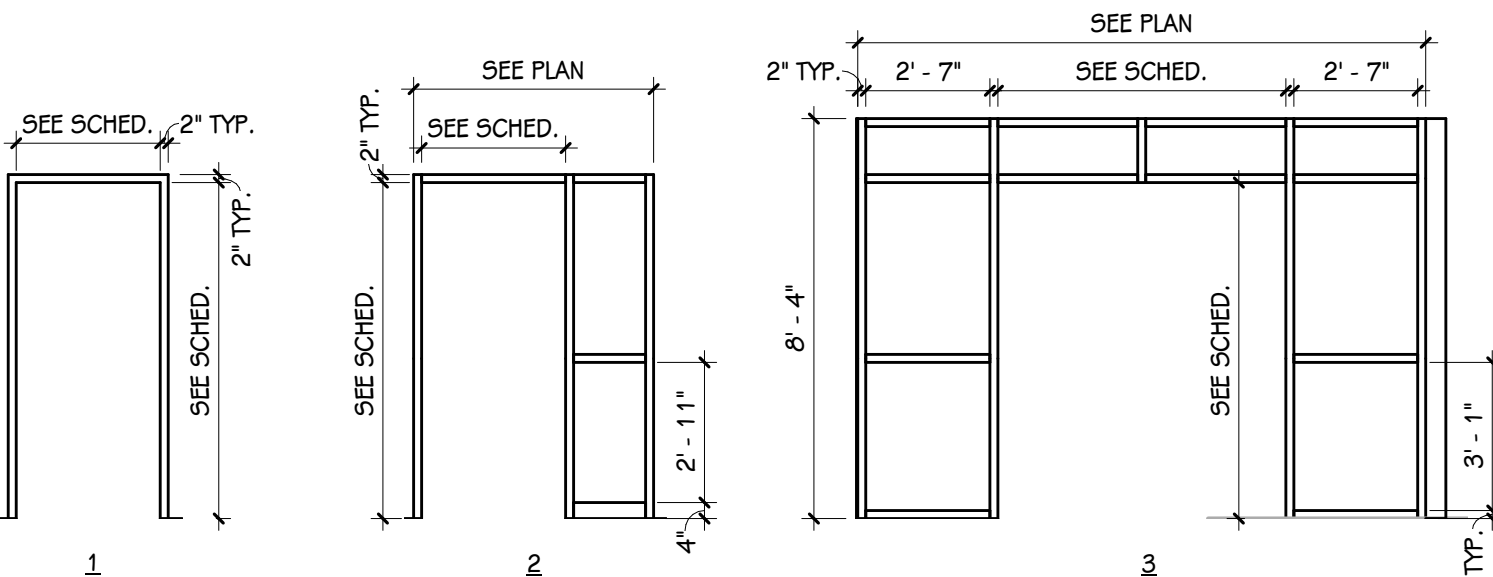
## DOOR SCHEDULE - FIRST FLOOR

NUMBER	ROOM	ROOM NAME	FIRE RATING	DOOR	FRAME	TYPE	MAT	FIN	WIDTH	HEIGHT	ELEV	FRAME	MAT	FIN	HEAD	JAMB	SILL	GLASS	HDWR. SET	REMARKS
101	101	MAIN OFFICE	-	-	-	FG2-A	AL	PREFIN	3'-0"	7'-0"	(EXIST)	AL (EXIST)	(EXIST)	-	-	-	-	IG	-	
101D	101D	MAIL	-	-	-	N	WD	PREFIN	3'-0"	7'-0"	1	HM	P-P	-	-	-	-	5G	-	
101E	101E	STOR.	-	-	-	F	WD	PREFIN	3'-0"	7'-0"	1	HM	P-P	-	-	-	-	-	-	
101F	101F	CONF. RM.	-	-	-	FG2-B	HM	PREFIN	3'-0"	7'-0"	2	HM	P-P	-	-	-	-	5G	-	
101G	101G	OFFICE	-	-	-	FG2-B	HM	PREFIN	3'-0"	7'-0"	2	HM	P-P	-	-	-	-	5G	-	
101H	101H	OFFICE	-	-	-	FG2-B	HM	PREFIN	3'-0"	7'-0"	2	HM	P-P	-	-	-	-	5G	-	
111B	111B	SCIENCE	60 (EXIST)	60 (EXIST)	-	(EXIST)	WD (EXIST)	(EXIST)	3'-0"	7'-0"	(EXIST)	HM (EXIST)	(EXIST)	-	-	-	-	WIRE (EXIST)	-	
114	114	SPECIAL ED.	-	-	-	N	WD	PREFIN	3'-0"	7'-0"	1	HM	P-P	-	-	-	-	5G	-	
116A	116A	OFFICE	-	-	-	G	WD	PREFIN	3'-0"	7'-0"	(EXIST)	HM (EXIST)	(EXIST)	-	-	-	-	5G	-	
116D	116D	OFFICE	-	-	-	FG2-B	WD	PREFIN	3'-0"	7'-0"	2	HM	P-P	-	-	-	-	5G	-	
118	118	CORRIDOR	-	-	-	FG2-B	HM	PREFIN	6'-0"	7'-0"	3	HM	P-P	-	-	-	-	5G	-	
137	137	TLT	-	-	-	F	WD	PREFIN	3'-0"	7'-0"	1	HM	P-P	-	-	-	-	-	-	
158A	158	VESTIBULE E	-	-	-	(EXIST)	(EXIST)	(EXIST)	3'-0"	7'-0"	(EXIST)	(EXIST)	(EXIST)	-	-	-	-	(EXIST)	-	



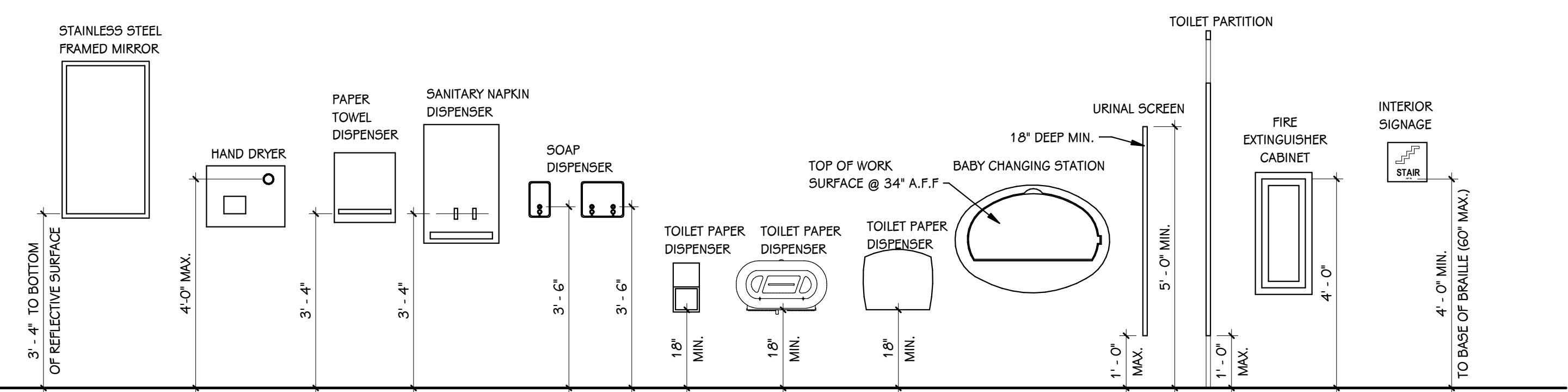
### DOOR TYPES

1/4" = 1'-0"



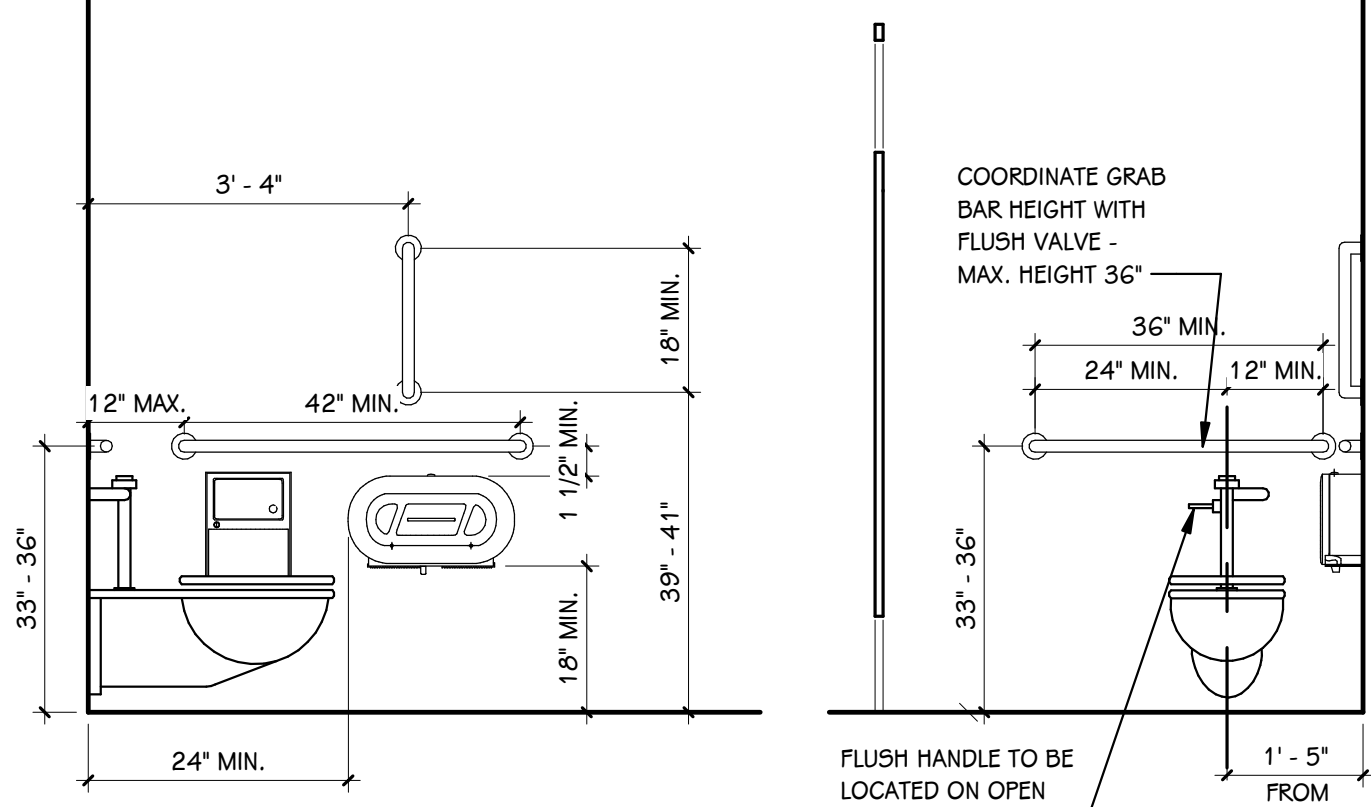
### FRAME ELEVATIONS

1/4" = 1'-0"



### TYPICAL MOUNTING HEIGHTS

1/2" = 1'-0"



### TYPICAL BARRIER-FREE MOUNTING HEIGHTS

1/2" = 1'-0"

## GENERAL DEMOLITION NOTES

- CONTRACTORS ARE REQUIRED TO INSPECT/REVIEW THE EXISTING BUILDING PRIOR TO RELATED DEMOLITION WORK. UNLESS NOTED OTHERWISE, REMOVAL OF ANY WALL, FLOOR OR CEILING INCLUDES ALL GENERAL MECHANICAL AND ELECTRICAL ITEMS WHICH ARE A PART OF, OR ATTACHED TO IT.
- CONTRACTOR SHALL VERIFY ALL EXISTING JOB SITE CONDITIONS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME. ADVISE CONSTRUCTION MANAGER OF ANY AND ALL DISCREPANCIES.
- PATCH FLOORS, WALLS AND CEILINGS DAMAGED DURING CONSTRUCTION AND DEMOLITION AS REQUIRED. FINISH TO MATCH EXISTING.
- ACCOMMODATE NEW CONSTRUCTION IF NOT INDICATED.
- PROTECT ALL EXISTING FINISHES THROUGHOUT PROJECT.
- REFER TO DEMOLITION ELEVATIONS, SECTIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- REFER TO STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL PLANS FOR ADDITIONAL DEMOLITION NOTES.
- SALVAGE ALL UNISTRUT AND PROTECT FOR RE-USE IN NEW CONSTRUCTION, IF REQUIRED.
- REFER TO STRUCTURAL FOR SHORING.
- AT LOCATIONS OF REMOVED WALLS, ALL ASSOCIATED ITEMS ATTACHED TO THE WALL ARE TO BE REMOVED. SUCH AS: DOORS, WINDOWS, FRAMES, MARKERBOARDS, TACKBOARDS, TACK STRIPS, ETC.

## GENERAL NOTES - ARCHITECTURAL

- THE OWNER RESERVES THE RIGHT TO REMOVE ANY ITEM FROM THE PROJECT PRIOR TO COMMENCEMENT OF CONTRACTED DEMOLITION WORK.
- ALL EXISTING CONDITIONS SHOULD BE FIELD VERIFIED BEFORE WORK BEGINS.
- DIMENSIONS GIVEN ARE ACTUAL AND ARE TO THE FACE OF MASONRY UNITS OR TO THE FACE OF STUD FRAMING, UNLESS NOTED OTHERWISE.
- DETAILS SHOWN ILLUSTRATE DESIGN INTENT, NOT ALL POSSIBLE CONDITIONS. FOR CONDITIONS NOT SHOWN, USE DETAILS CLOSEST TO CONDITION IN QUESTION.
- EXTEND ALL INTERIOR WALL PARTITIONS FROM FLOOR TO STRUCTURE/DECK ABOVE UNLESS NOTED OR DETAILED OTHERWISE.
- WITHIN BUILDING INTERIOR PROVIDE BULLNOSE BLOCK IN CMU WALL ASSEMBLIES AT ALL EXPOSED OUTSIDE CORNERS, INCLUDING WINDOW AND DOOR JAMBS, UNLESS NOTED OTHERWISE.
- TOOTH-IN MASONRY AT NEW OPENINGS IN EXISTING WALLS.
- TOOTH-IN NEW MASONRY INFILL INTO EXISTING OPENINGS AT ALL BULLNOSE BLOCK LOCATIONS.
- STUD WALLS SPANNING OVER 12'-0" IN HEIGHT SHALL BE A MINIMUM OF 20 GAGE.
- STUD WALL SUPPORTING WALL CABINETS SHALL BE A MINIMUM OF 20 GAGE.
- DOORS ARE TO BE 4" FROM CORNER OF ROOM, UNLESS NOTED OR DIMENSIONED OTHERWISE.
- FIRESTOP ALL INTERCONNECTIONS BETWEEN VERTICAL AND HORIZONTAL SPACES AND CONCEALED WALL SPACES AT CEILING, FLOOR AND ROOF LEVELS.
- PRESEAL ALL PENETRATIONS, SUCH AS, PIPES, DUCTS, CONDUITS, ETC. THROUGH FIRE AND SMOKE RATED ASSEMBLIES.
- FOR CONTROL JOINT (C.J.) LOCATIONS REFER TO EXTERIOR ELEVATIONS AND/OR FLOOR PLANS.
- ALL OUTSIDE CORNERS OF COUNTERTOPS ARE TO HAVE A 1" RADIUS, UNLESS NOTED OTHERWISE.
- VERIFY ALL CASEWORK DIMENSIONS IN FIELD.
- PAIN ALL ELECTRICAL PANEL COVERS AND ACCESS PANELS TO MATCH ADJACENT FINISHES. USING OIL-BASED PAINT, NOT LATEX WALL PAINT.
- PROVIDE WOOD BLOCKING IN WALLS THAT REQUIRE WALL MOUNTED EQUIPMENT OR ACCESSORIES. COORDINATE WITH EQUIPMENT OR ACCESSORY MANUFACTURER.
- PROVIDE ALL ASSOCIATED CURBS FOR ROOF TOP EQUIPMENT AND MECHANICAL ROOF TOP UNITS. LARGE VOIDS BELOW THE AIR HANDLING UNITS SHALL BE FILLED WITH INSULATION AS SPECIFIED FOR NOISE CONTROL.
- ALL EXISTING ROOF TOP PENETRATIONS BEING REMOVED REQUIRE ROOF PATCHING TO MATCH EXISTING ADJACENT.

## ACCESSORY MATRIX

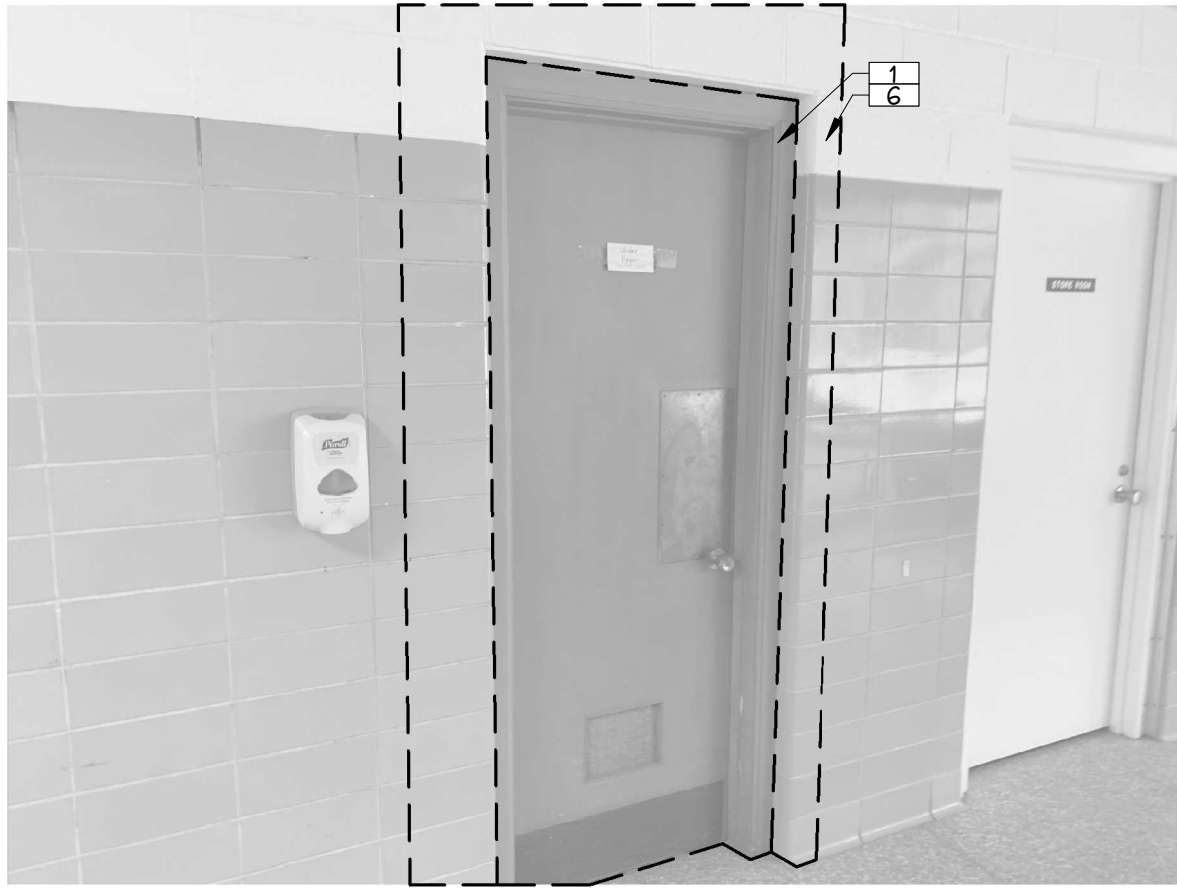
DESCRIPTION	OP	OI	CP	CI	NIC
BABY CHANGING STATIONS					
CODE REQUIRED INTERIOR SIGNAGE (ALL TOILET ROOMS, STAIRS, RAMPS, ELEVATORS, ELEVATOR SPRINKLER SHUT-OFF VALVE, AREAS OF REFUGE, TWO-WAY COMMUNICATION IN AREA OF REFUGE AND ASSEMBLY OCCUPANT LOADS )					
GRAB BARS					
HAND DRYERS					
MIRRORS					
SANITARY NAPKIN DISPENSER					
SANITARY NAPKIN DISPOSAL					
TOILET TISSUE DISPENSERS					
TOWEL DISPENSERS					
WASTE BASKETS					X
APPLIANCES					X
ARTWORK					X
CLOCKS					X
COAT HOOKS					X
COPY/PRINTER/FAX					X
FURNITURE (AND ASSOCIATED FURNITURE COMPONENTS)					X
LOOSE FURNITURE - SEATING, FILE CABINETS, TABLES, ETC.					X
SIGNAGE (INTERIOR/EXTERIOR) UNLESS SPECIFIED OTHERWISE IN LEASE					X
TIME CLOCK					X
TV OR MONITOR BRACKETS FOR WALL OR CEILING MOUNTING					X
TVS OR MONITORS (WALL OR CEILING HUNG)					X
WINDOW TREATMENTS					X
BLOOD PRESSURE CUFF HOLDERS					X
CHART RACKS, LITERATURE RACKS, MAGAZINE RACKS					X
GLOVE BOX HOLDERS					X
HAND SANITIZER DISPENSERS					X

### ACCESSORY MATRIX NOTES

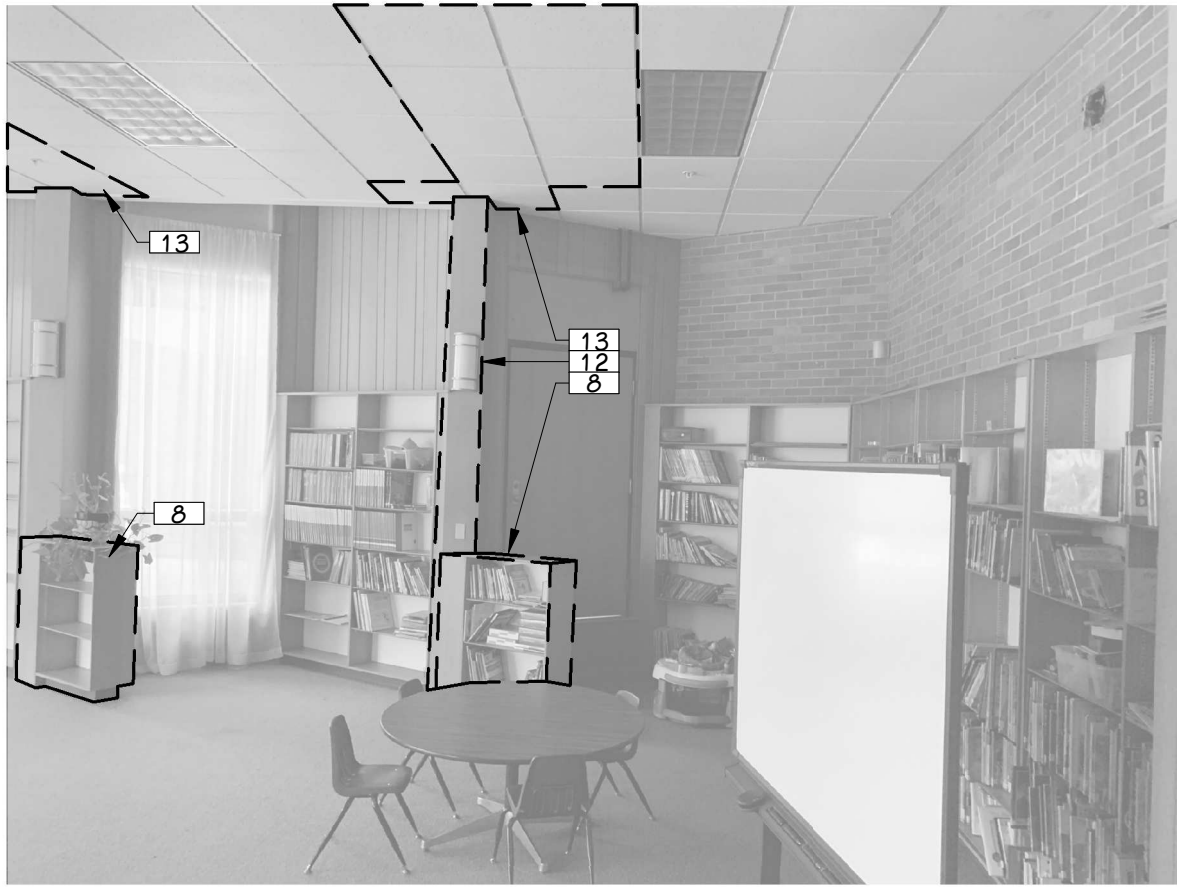
- OP = OWNER PURCHASED, OI = OWNER INSTALLED, CP = CONTRACTOR PURCHASED, CI = CONTRACTOR INSTALLED.
- DIMENSIONS INDICATED ARE TYPICAL UNLESS NOTED OTHERWISE ON PLANS.
- GENERIC PLUMBING FIXTURES ARE SHOWN. REFER TO PLUMBING DRAWINGS AND SPECIFICATIONS FOR FIXTURE TYPES, MANUFACTURERS AND MOUNTING HEIGHTS.
- CODE REQUIRED INTERIOR SIGNAGE IS THE MINIMUM REQUIRED FOR OCCUPANCY. COORDINATE REQUIREMENT WITH OWNER IF THEY ARE PROVIDING INTERIOR SIGNAGE.







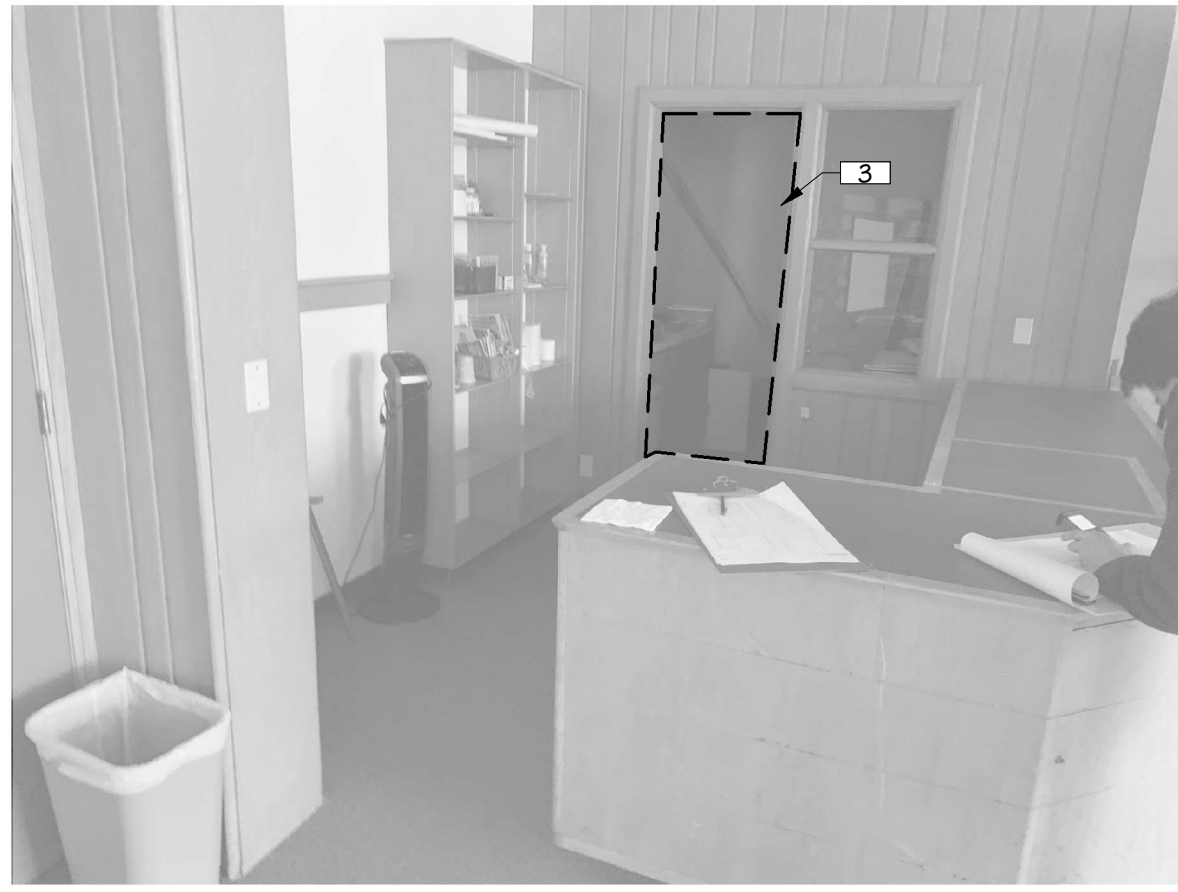
1 TLT DOOR DEMO  
AD 101A SCALE: NONE



2 WALL CAP DEMO  
AD 101A SCALE: NONE

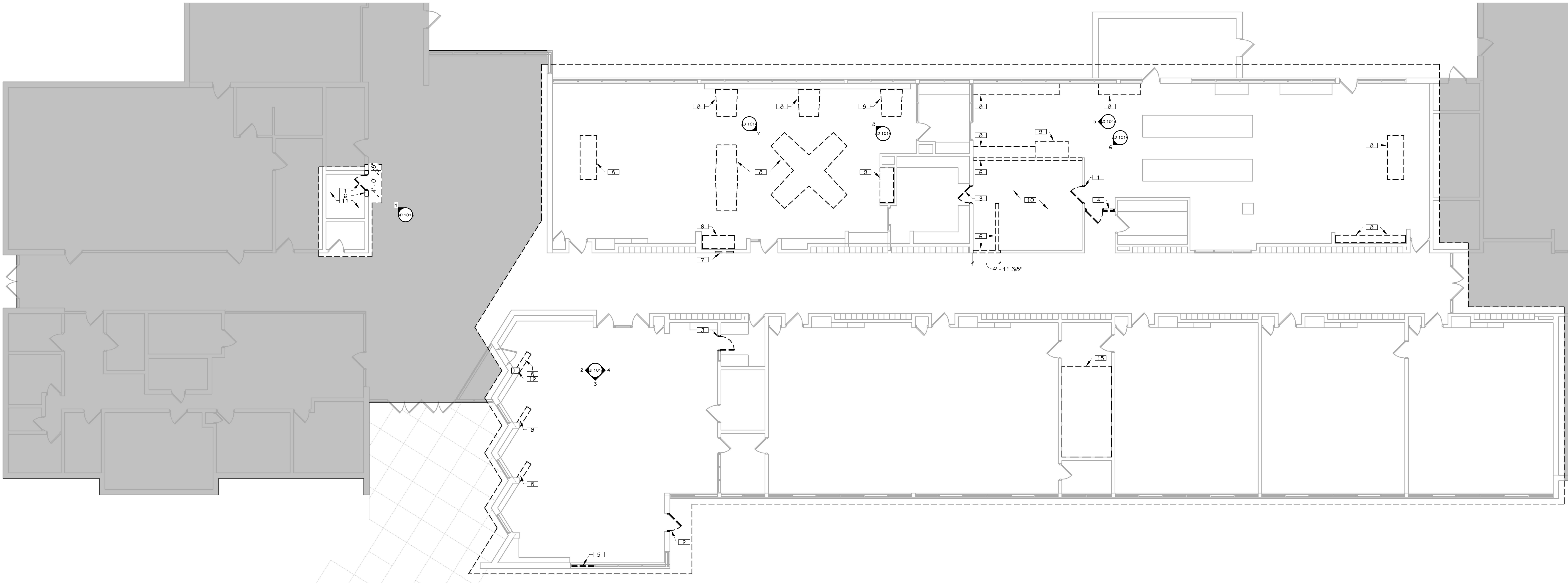


3 WINDOW PANEL REPLACEMENT  
AD 101A SCALE: NONE

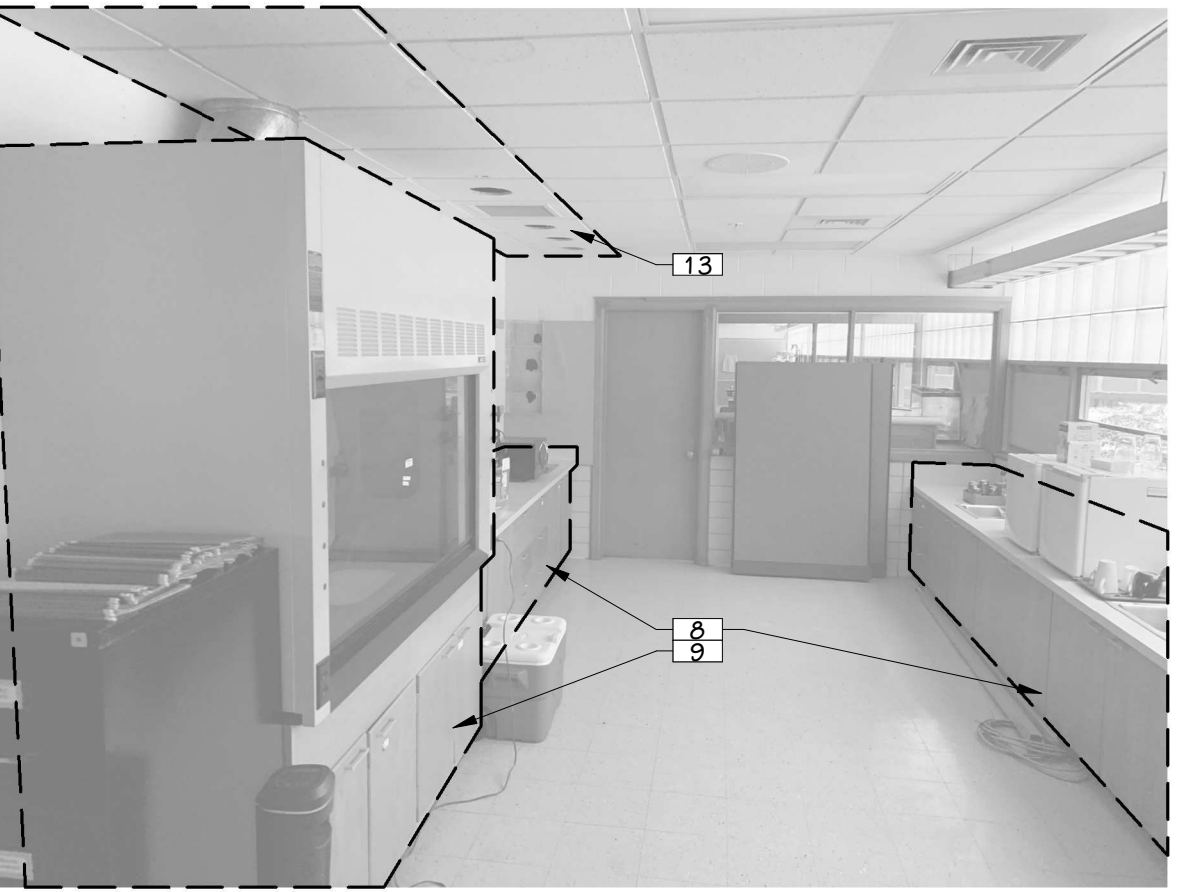


4 PREP RM DEMO  
AD 101A SCALE: NONE

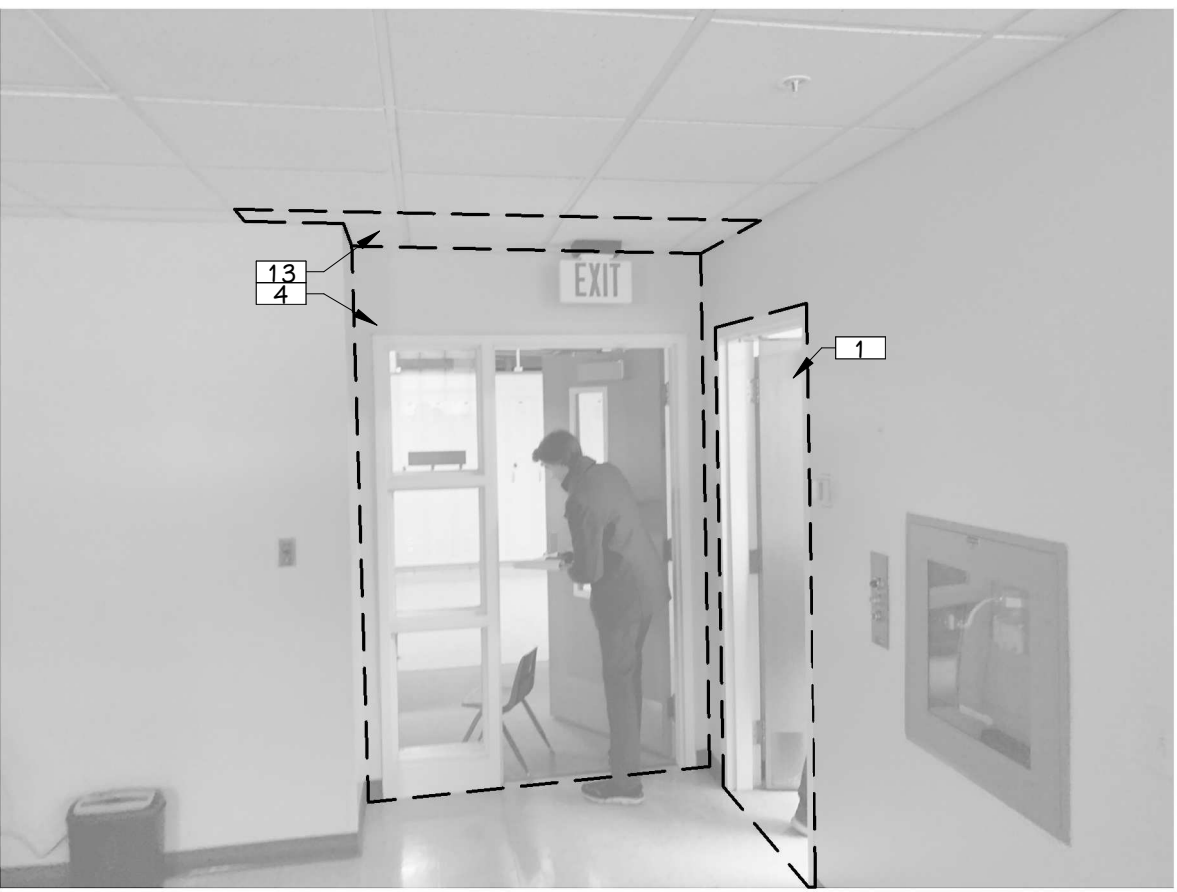
- KEYED NOTES - DEMOLITION**
- 1 REMOVE EXISTING DOOR, FRAME AND HARDWARE.
  - 2 REMOVE EXISTING DOOR AND HARDWARE. EXISTING FRAME IS TO REMAIN. PREPARE FRAME FOR NEW HARDWARE.
  - 3 REMOVE EXISTING DOOR AND HARDWARE. EXISTING FRAME IS TO REMAIN.
  - 4 REMOVE EXISTING DOOR, FRAME AND HARDWARE. SALVAGE FOR REUSE. REMOVE WALL UP TO ROOF DECK.
  - 5 REMOVE EXISTING INSULATED PANELS. EXISTING FRAME TO REMAIN. PREPARE FOR GLASS PANEL REPLACEMENT.
  - 6 REMOVE EXISTING CMU AND / OR STUD WALL UP TO ROOF DECK.
  - 7 OPEN UP 3' - 4' x 3' - 4' OPENING IN WALL FROM CORRIDOR TO PREPARE FOR INSTALLATION OF NEW DRINKING FOUNTAIN.
  - 8 REMOVE EXISTING CASEWORK, COUNTERTOPS, AND SHELVEING.
  - 9 REMOVE EXISTING DUCTED HOOD AND ASSOCIATED EQUIPMENT AND CASEWORK. RETURN TO OWNER AS REQD.
  - 10 REMOVE EXISTING ROLLING SHELVES.
  - 11 REMOVE EXISTING TOILETS, TOILET ACCESSORIES, SINKS AND DISPENSERS.
  - 12 REMOVE WALL END CAP.
  - 13 REMOVE EXISTING CEILING TILE AND GRID AS REQD. TO ACCOMMODATE DEMOLITION / NEW CONSTRUCTION. SALVAGE FOR MODIFICATION AND REINSTALLATION / REUSE.
  - 14 REMOVE EXISTING GYP. CEILING AS REQD. TO ACCOMMODATE DEMOLITION / NEW CONSTRUCTION.
  - 15 REMOVE EXISTING RAISED FLOOR. PREPARE CONCRETE SLAB FOR NEW FINISH.



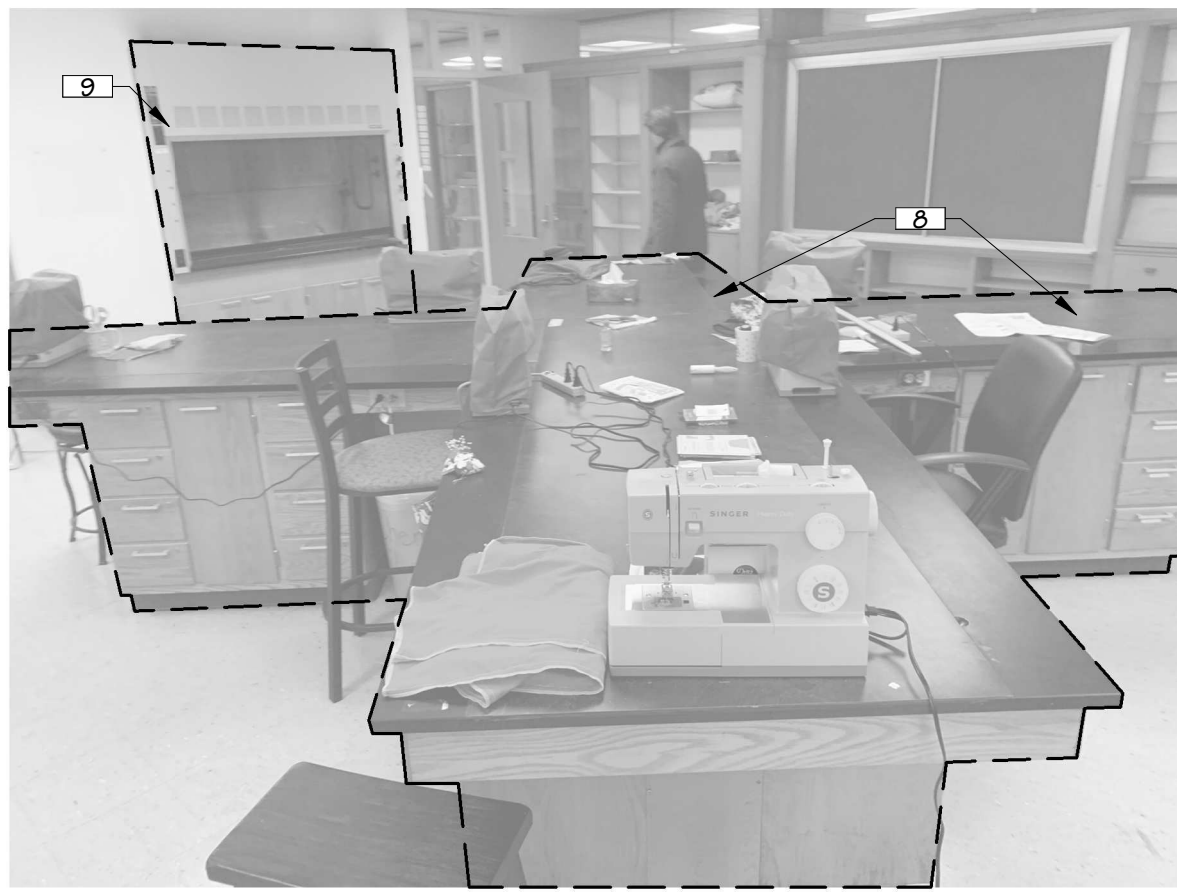
**FIRST FLOOR DEMOLITION PLAN - UNIT A**  
1/8" = 1'-0"



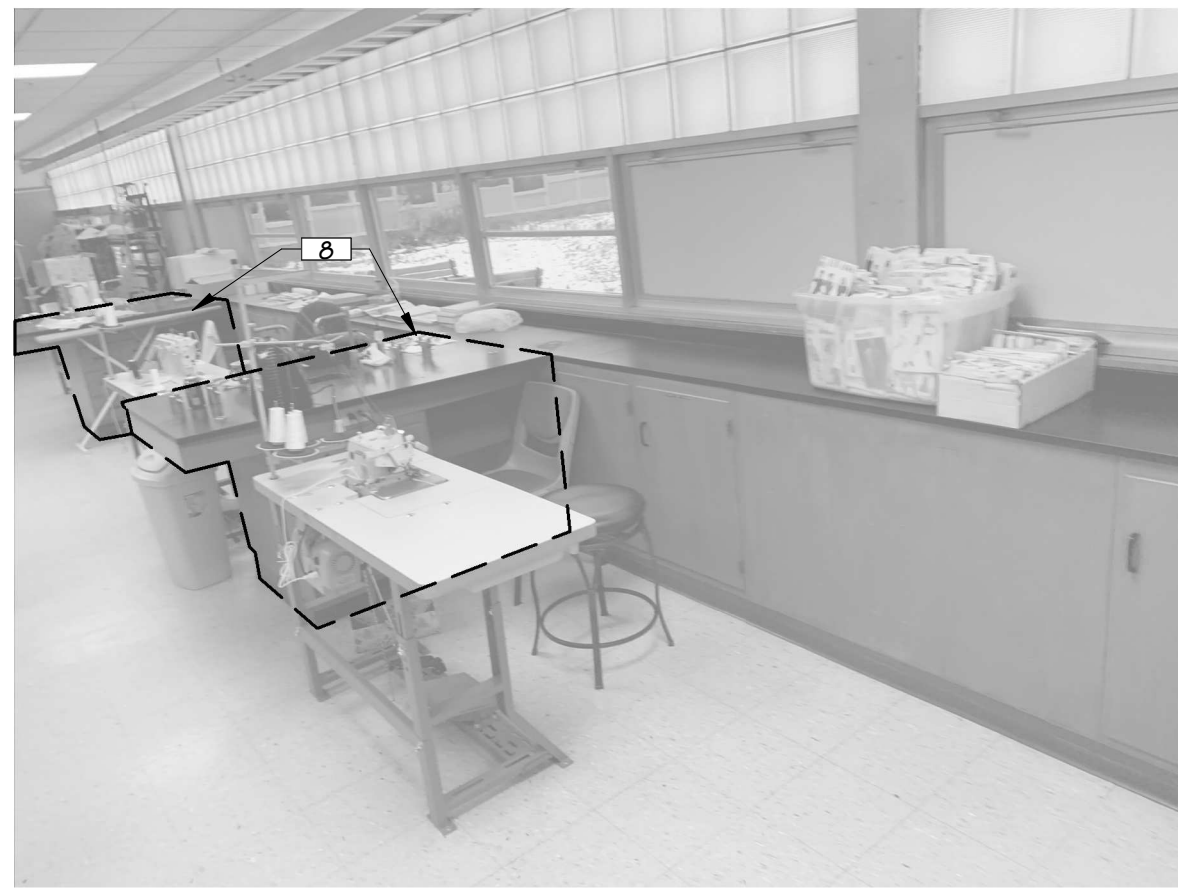
5 WALL DEMO  
AD 101A SCALE: NONE



6 DOOR DEMO  
AD 101A SCALE: NONE

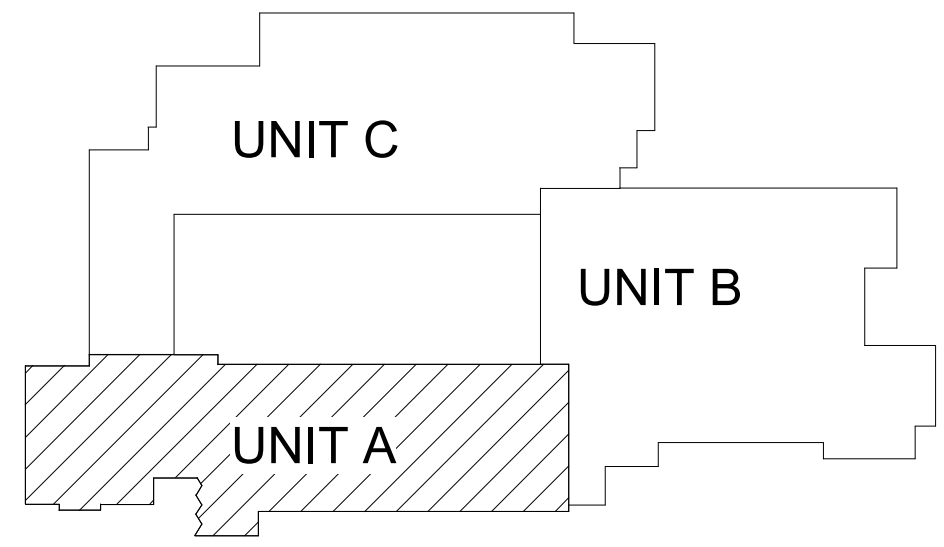


7 CASEWORK DEMO  
AD 101A SCALE: NONE



8 CASEWORK DEMO  
AD 101A SCALE: NONE

**CALHOUN COMMUNITY HIGH SCHOOL**



**KEY PLAN**  
SCALE: NO SCALE

ISSUED FOR DATE

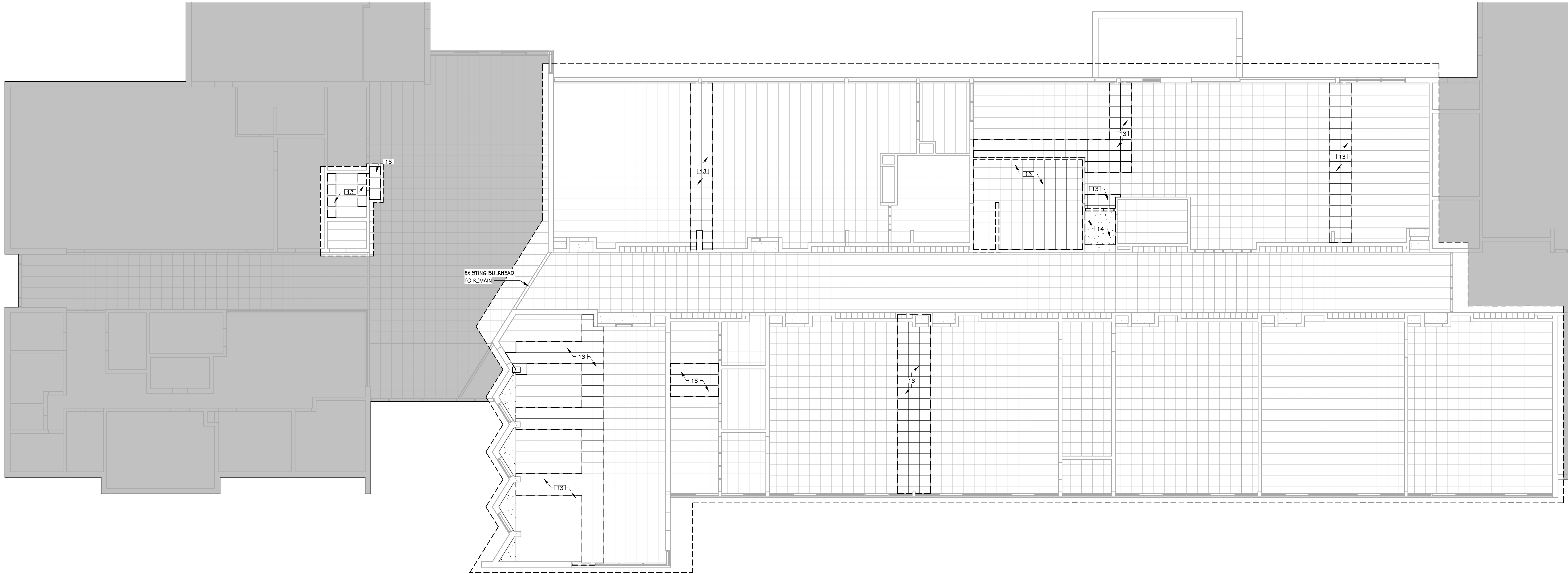
PROJECT TITLE  
CALHOUN COMMUNITY HIGH SCHOOL

OWNER  
CALHOUN COMMUNITY HIGH SCHOOL

Springfield, Michigan

SHEET TITLE  
FIRST FLOOR DEMOLITION PLAN - UNIT A

SHEET NUMBER  
AD 101A  
DATE  
FEBRUARY 18, 2019  
19-105.00



 **FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN**  
1/8" = 1'-0"

- | KEYED NOTES - DEMOLITION   |
|--|
| 1 REMOVE EXISTING DOOR, FRAME AND HARDWARE.  |
| 2 REMOVE EXISTING DOOR AND HARDWARE. EXISTING FRAME IS TO REMAIN. PREPARE FRAME FOR NEW HARDWARE.  |
| 3 REMOVE EXISTING DOOR AND HARDWARE. EXISTING FRAME IS TO REMAIN.  |
| 4 REMOVE EXISTING DOOR, FRAME AND HARDWARE. SALVAGE FOR REUSE. REMOVE WALL UP TO ROOF DECK.  |
| 5 REMOVE EXISTING INSULATED PANELS. EXISTING FRAME TO REMAIN. PREPARE FOR GLASS PANEL REPLACEMENT.   |
| 6 REMOVE EXISTING CMU AND / OR STUD WALL UP TO ROOF DECK.  |
| 7 OPEN UP 3' - 4' x 3' - 4' OPENING IN WALL FROM CORRIDOR TO PREPARE FOR INSTALLATION OF NEW DRINKING FOUNTAIN.                                      |
| 8 REMOVE EXISTING CASEWORK, COUNTERTOPS, AND SHELVEING.  |
| 9 REMOVE EXISTING DUCTED HOOD AND ASSOCIATED EQUIPMENT AND CASEWORK. RETURN TO OWNER AS REQD.  |
| 10 REMOVE EXISTING ROLLING SHELVES.  |
| 11 REMOVE EXISTING TOILETS, TOILET ACCESSORIES, SINKS AND DISPENSERS.  |
| 12 REMOVE WALL END CAP.  |
| 13 REMOVE EXISTING CEILING TILE AND GRID AS REQD. TO ACCOMMODATE DEMOLITION / NEW CONSTRUCTION. SALVAGE FOR MODIFICATION AND REINSTALLATION / REUSE. |
| 14 REMOVE EXISTING GYP. CEILING AS REQD. TO ACCOMMODATE DEMOLITION / NEW CONSTRUCTION.   |
| 15 REMOVE EXISTING RAISED FLOOR. PREPARE CONCRETE SLAB FOR NEW FINISH.   |

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DATE

OWNER  
CALHOUN COMMUNITY HIGH SCHOOL

PROJECT TITLE  
CALHOUN COMMUNITY HIGH SCHOOL

Springfield, Michigan

SHEET NUMBER  
AD 201A  
19-105.00

DATE  
FEBRUARY 18, 2019

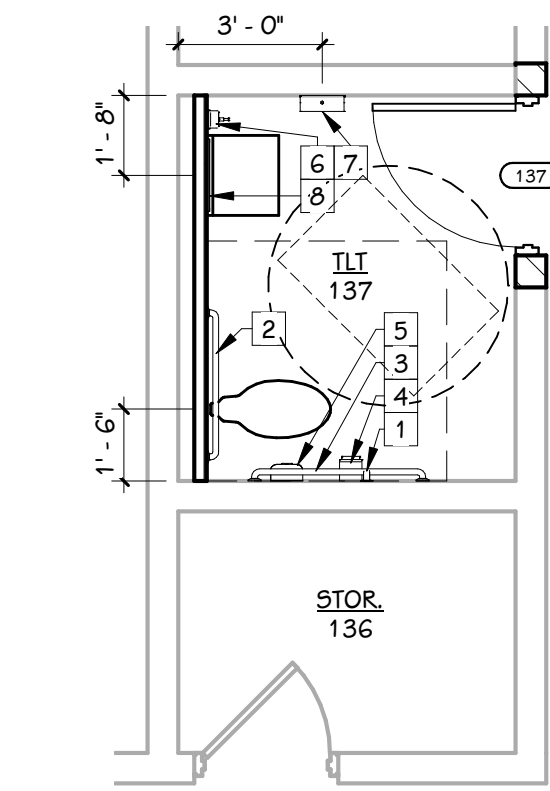
SHEET TITLE  
FIRST FLOOR CEILING DEMOLITION  
PLAN - UNIT A

CALHOUN COMMUNITY HIGH SCHOOL

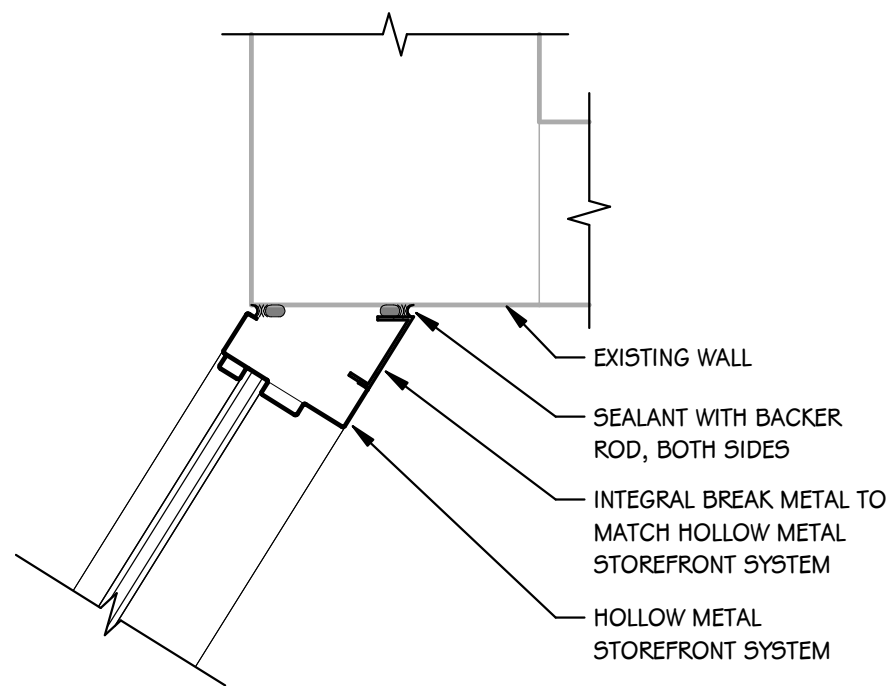


KEY PLAN  
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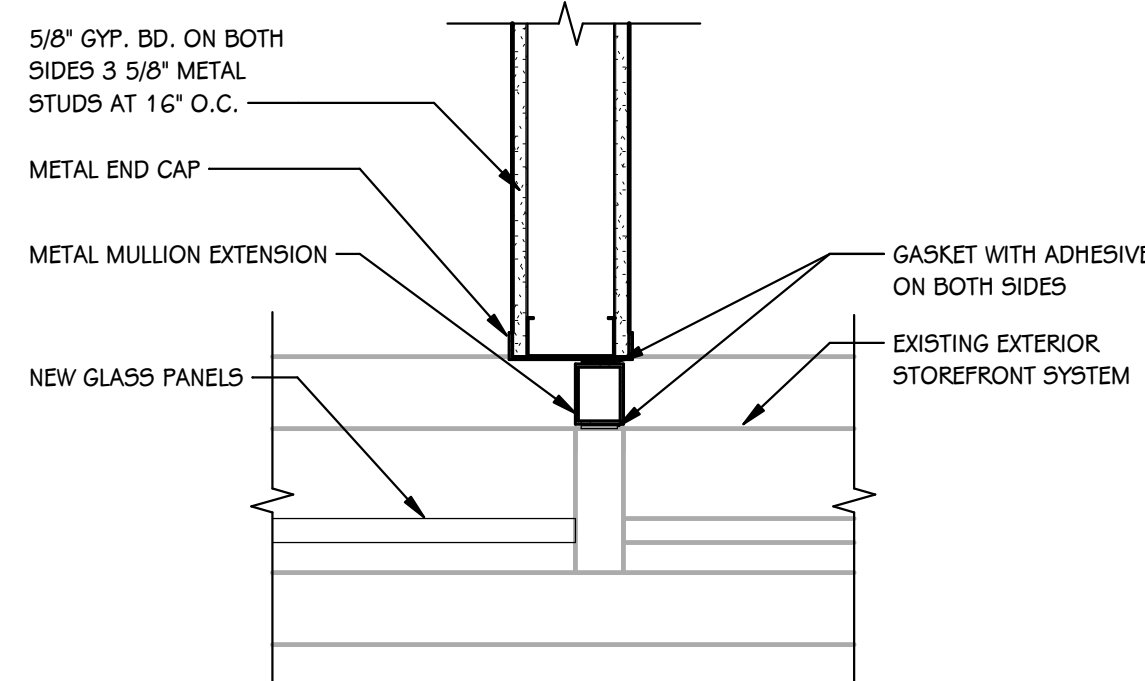




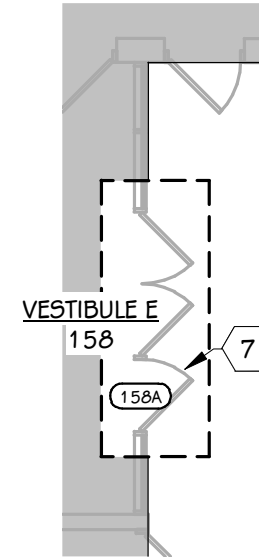
1 ENLARGED TOILET PLAN  
1/4" = 1'-0"



2 ENLARGED PLAN DETAIL  
1/2" = 1'-0"



3 ENLARGED PLAN DETAIL  
1 1/2" = 1'-0"

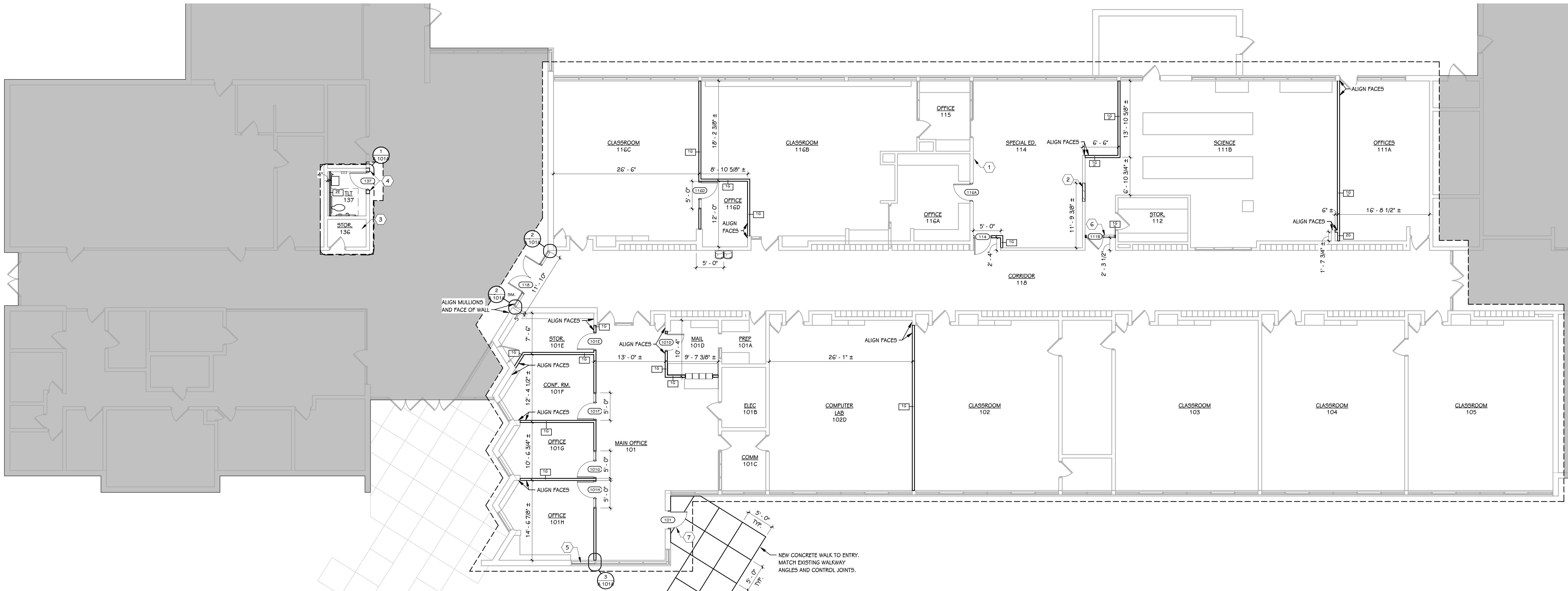


4 SOUTHWEST ENTRY  
1/8" = 1'-0"

GENERAL NOTES	
1	REFER TO CODE COMPLIANCE PLAN FOR WALL RATING LINES
2	REFER TO FLOOR FINISH PLANS FOR INTERIOR ELEVATION CALLOUTS
3	REFER TO SHEET A 501 FOR WALL AND CEILING ACCESS PANEL INFORMATION

KEYED NOTES - NEW CONSTRUCTION	
1	PATCH / REPAIR WALL AS REQ'D. TO MATCH EXISTING ADJACENT CONSTRUCTION.
2	INFILL AND FINISH WALL TO MATCH EXISTING ADJACENT CONSTRUCTION.
3	PATCH EXISTING FLOORING AS REQ'D.
4	TOOTH IN NEW MASONRY BLOCK AROUND NEW DOOR. TILE BLOCK WHERE REQ'D. TO MATCH EXISTING.
5	INSTALL NEW GLASS PANELS IN EXISTING FRAME.
6	INSTALL SALVAGED DOOR, FRAME AND HARDWARE IN NEW WALL CONSTRUCTION.
7	INSTALL KEY FOB FOR ENTRY. REFER TO DOOR SCHEDULE.

KEYED NOTES - ENLARGED PLAN	
1	18" VERTICAL STAINLESS STEEL GRAB BAR
2	36" STAINLESS STEEL GRAB BAR
3	42" STAINLESS STEEL GRAB BAR
4	TOILET PAPER DISPENSER
5	SANITARY NAPKIN DISPOSAL
6	SOAP DISPENSER
7	PAPER TOWEL DISPENSER
8	STAINLESS STEEL FRAMED MIRROR (18"Wx34"H)



5 FIRST FLOOR PLAN - UNIT A  
1/8" = 1'-0"

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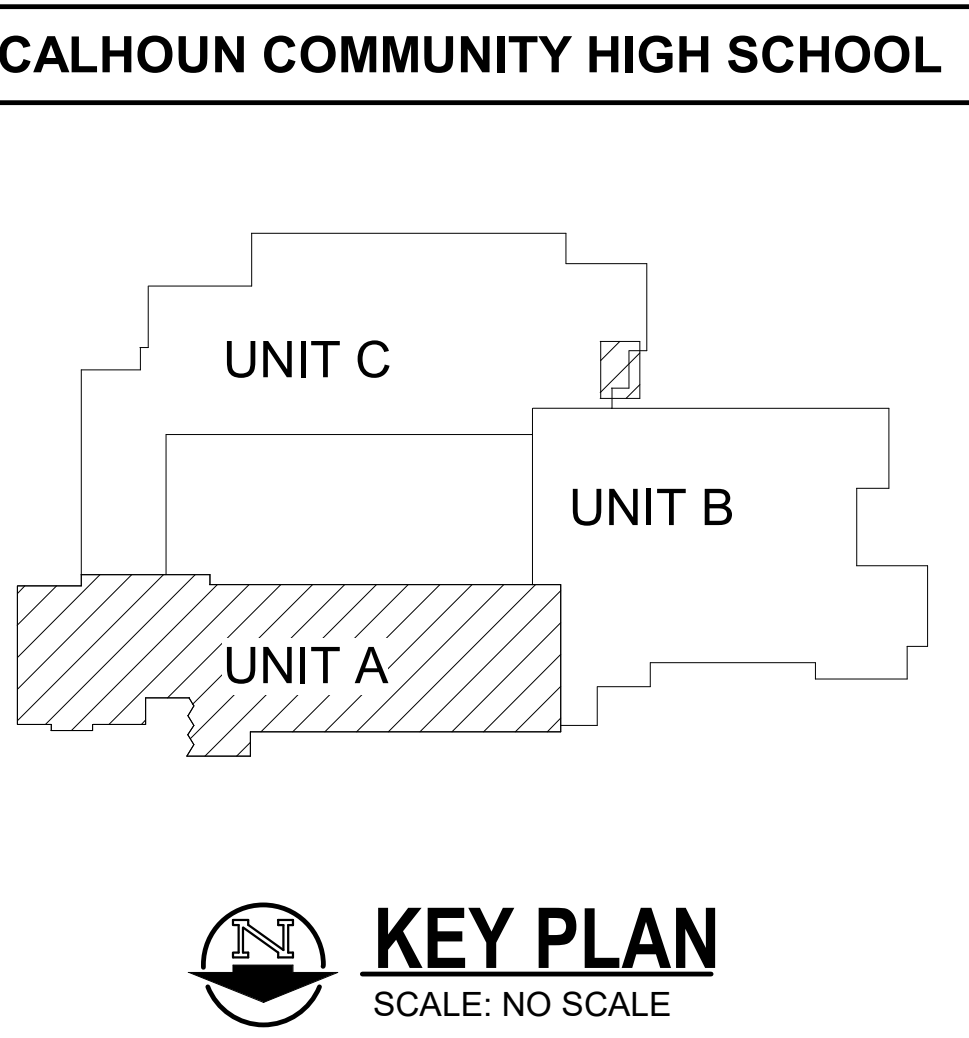
PROJECT TITLE  
CALHOUN COMMUNITY HIGH SCHOOL

OWNER  
CALHOUN COMMUNITY HIGH SCHOOL

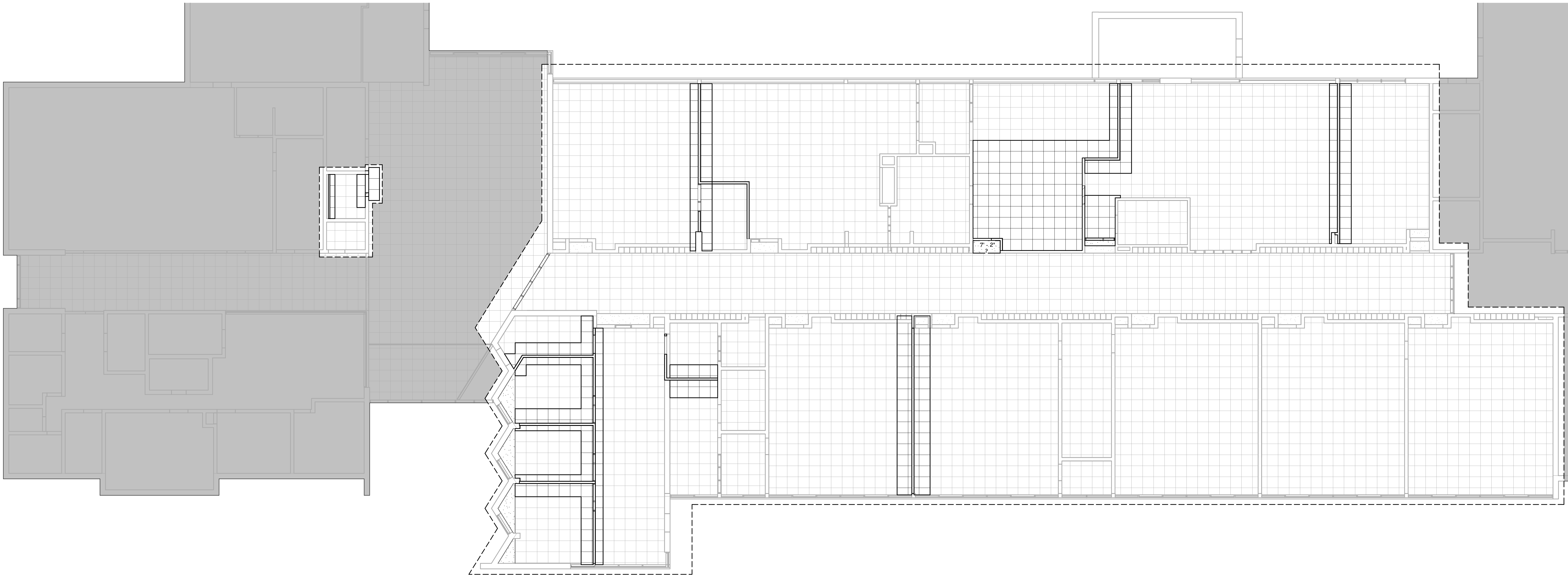
Springfield, Michigan

SHEET TITLE  
FIRST FLOOR PLAN - UNIT A


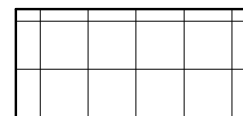




SHEET NUMBER  
A 101A  
DATE  
FEBRUARY 18, 2019  
19-105.00

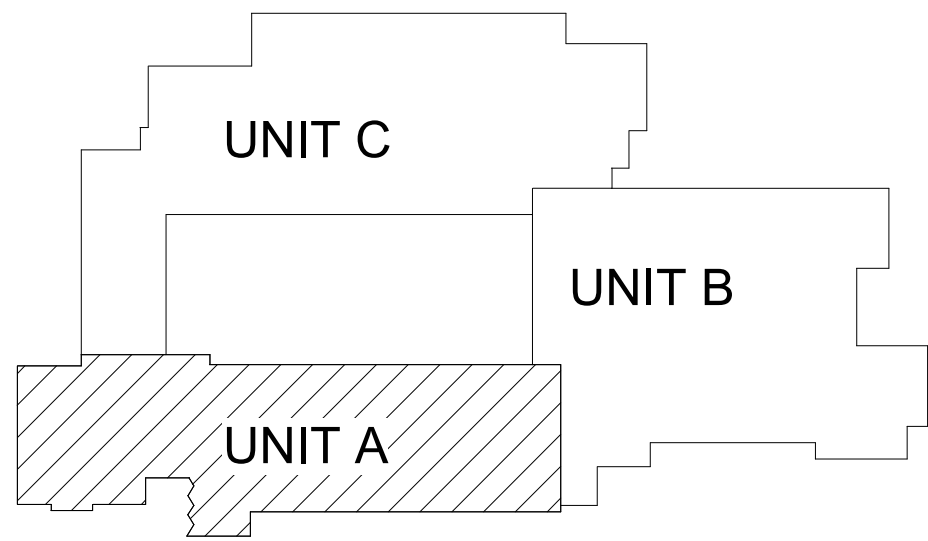


KEY PLAN  
SCALE: NO SCALE



 **FIRST FLOOR REFLECTED CEILING PLAN - UNIT A**  
1/8" = 1'-0"

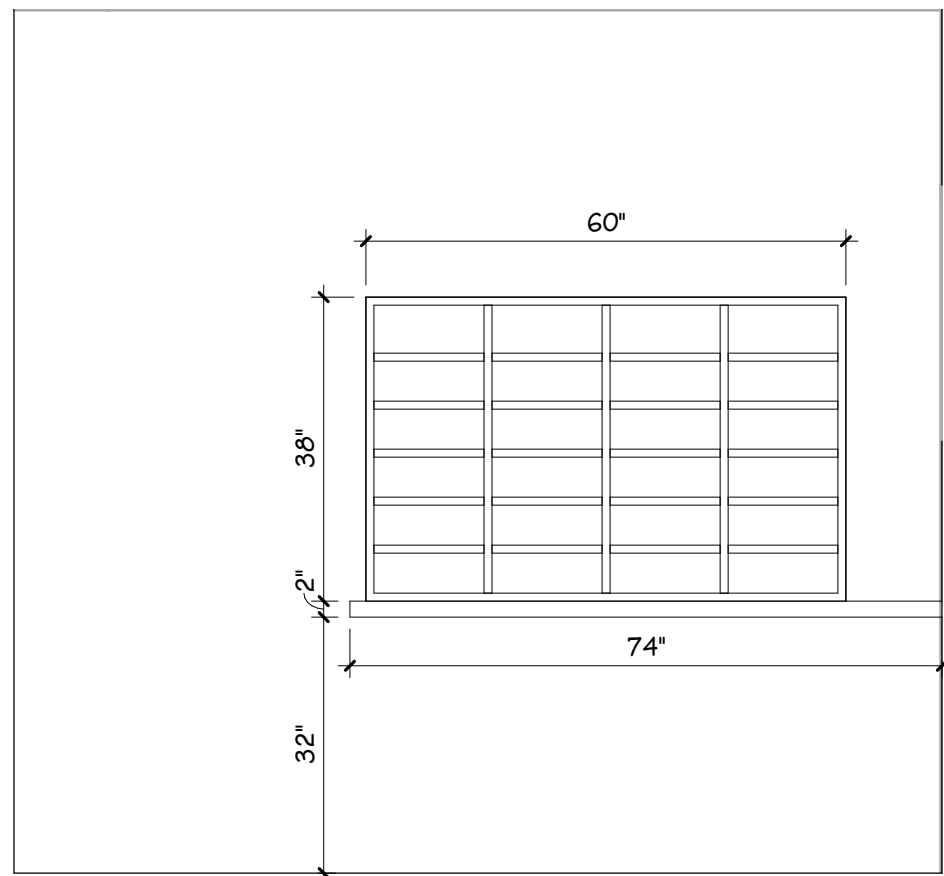
REFLECTED CEILING KEY	
	GYPSUM BOARD
	LAY-IN ACOUSTICAL TILE GRID
 OR 	LIGHTING - REFER TO ELECTRICAL LIGHTING PLAN
 	MECHANICAL - REFER TO MECHANICAL SHEET METAL PLAN
REFLECTED CEILING GENERAL NOTES	
1 WHERE CEILING TILE IS LESS THAN 3" AT PERIMETER OF ROOM PROVIDE A CUT 2x4 TILE IN LIEU OF FULL 2x2 TILE AND SMALL PIECE OF TILE OR DOUBLE GRID - MATCH 2x2 FOR STYLE AND COLOR.	
2 ALL CEILINGS TO BE INSTALLED TO MATCH THE ADJACENT EXISTING CEILING HEIGHT.	



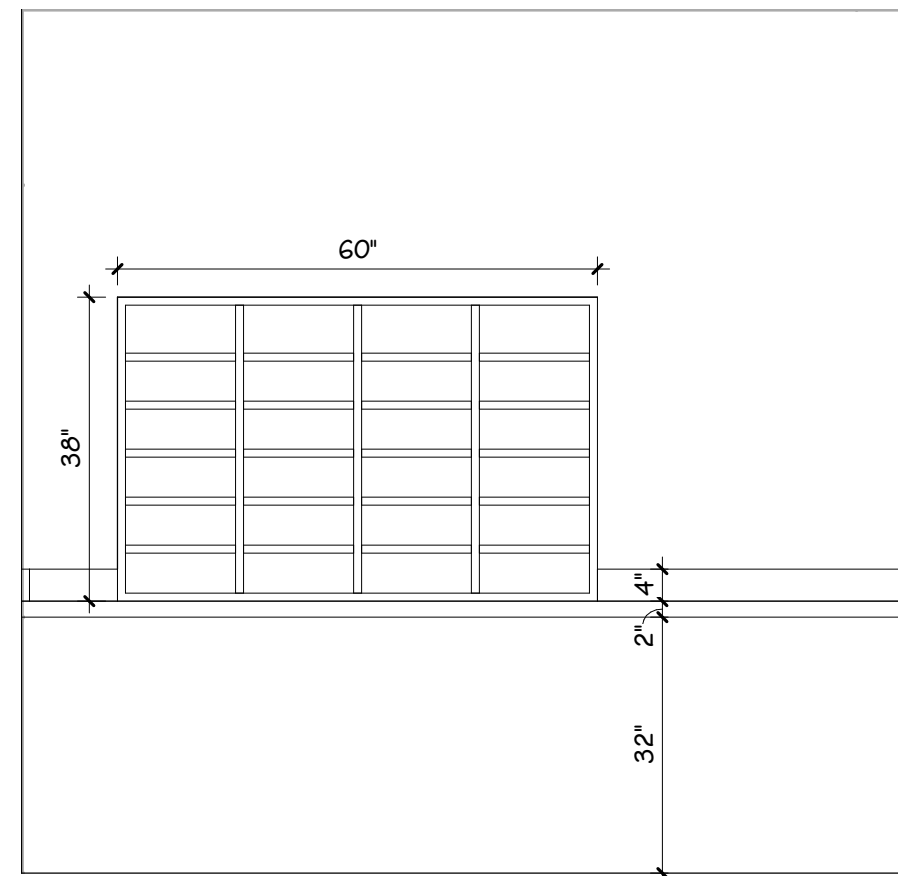
 **KEY PLAN**  
SCALE: NO SCALE

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		OWNER CALHOUN COMMUNITY HIGH SCHOOL	Springfield, Michigan
PROJECT TITLE CALHOUN COMMUNITY HIGH SCHOOL		SHEET TITLE FIRST FLOOR REFLECTED CEILING PLAN - UNIT A	DATE FEBRUARY 18, 2019
		SHEET NUMBER A 201A	19-105.00

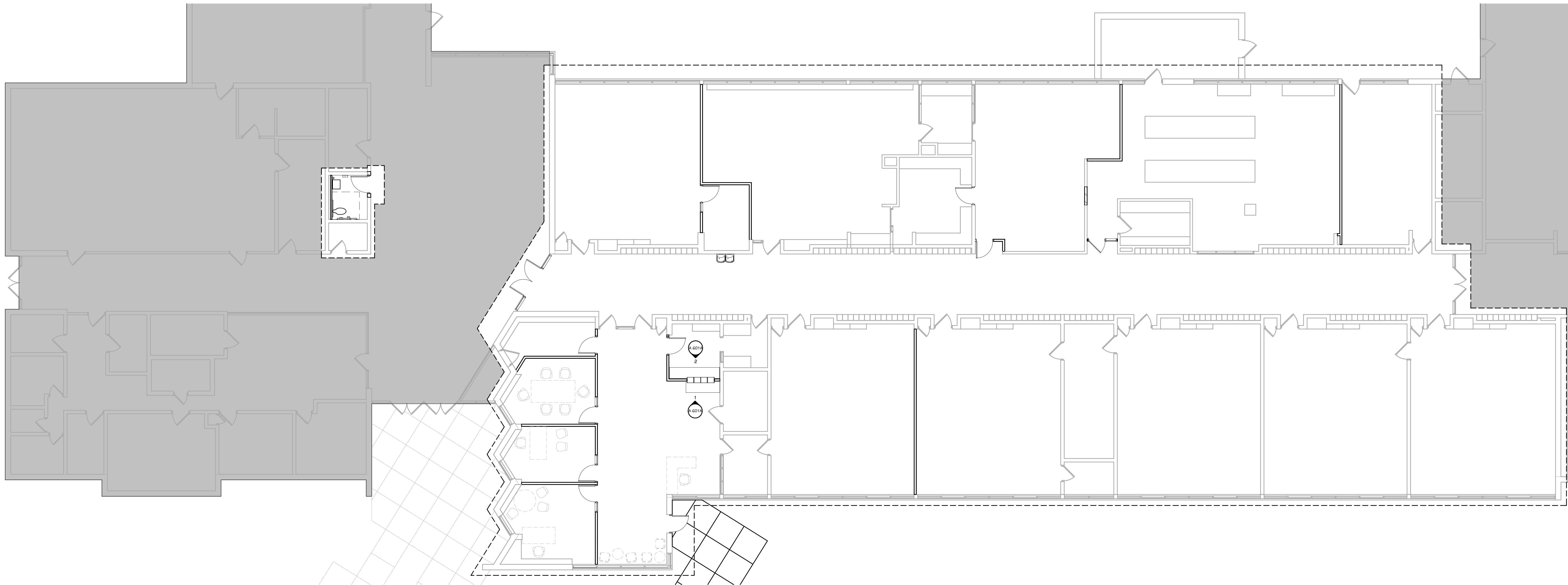
ABBREV	ITEM	MANUFACTURER	PATTERN	COLOR	PRODUCT NO.	SIZE	REMARKS
ACP-1	ACOUSTIC CEILING PANEL						
P-1	PAINT						
PL-1	PLASTIC LAMINATE						
RB-1	RUBBER BASE						

[illegible]

1 MAIL RM. PASS THROUGH ELEVATION  
A 601A 1/2" = 1'-0"



2 MAIL RM. NORTH ELEVATION  
A 601A 1/2" = 1'-0"




WT-#	TYPE, FABRIC:COLOR, % OPEN
WT-#	TYPE, FABRIC:COLOR, % OPEN
WT-#	TYPE, FABRIC:COLOR, % OPEN

- 1 REFER TO SPECIFICATION FOR MORE INFORMATION.
- 2 WINDOW TREATMENT TAGS SHOWN ON PLAN REPRESENTS A SINGLE SHADE.
- 3 REFER TO FLOOR PLANS, EXTERIOR ELEVATIONS AND FRAME TYPES FOR HEIGHT AND WIDTH OF OPENINGS.
- 4 WINDOW TREATMENTS ARE TO BE MOUNTED INSIDE OF THE WINDOW OPENING FROM HEAD TO SILL AND JAMB TO JAMB, UNLESS NOTED OTHERWISE.
- 5 VERIFY ALL DIMENSIONS IN FIELD PRIOR TO FABRICATION.

P-# WALL FINISH  
 RD-# FLOOR BASE  
 CPT-# FLOOR FINISH  
 PL-# COUNTER FINISH  
 PL-# CABINET FINISH (BASE AND UPPER)

REFER TO MATERIAL SELECTION SCHEDULE FOR FINISH INFORMATION

- 
 ← INDICATES EXTENT OF ATYPICAL FINISH  
 ← INDICATES FLOOR MATERIAL TRANSITION  
 NOTE - REFER TO MATERIAL SELECTION SCHEDULE  
 REMARKS FOR FLOOR TRANSITION TYPE  
 ← INDICATES MULTIPLE MATERIAL TYPES ON A SURFACE.  
 REFER TO DETAIL OR ELEVATIONS.  
 ← INDICATES MATERIAL PATTERN. REFER TO DETAILS

- 1 REFER TO ARCHITECTURAL FLOOR PLANS AND SPECIFICATION FOR ADDITIONAL INFORMATION ON CONSTRUCTION MATERIALS.
- 2 REFER TO REFLECTED CEILING PLANS FOR CEILING FINISH AND HEIGHTS.
- 3 AT AREAS OF EXPOSED CEILING WHERE THE DUCT WORK AND DIFFUSERS ARE TO BE PAINTED, COORDINATE WITH MECHANICAL SPECIFICATIONS AND REFER TO THE REFLECTED CEILING PLANS FOR PAINT COLORS.
- 4 REFER TO DOOR SCHEDULE FOR FINISH ON DOORS AND FRAMES.
- 5 WALL MOUNTED DIFFUSERS, GRILLES, ACCESS PANELS, ELECTRICAL PANELS, ETC. ARE TO BE PAINTED WITH AN OIL-BASED PAINT TO MATCH THE ADJACENT WALL FINISH.
- 6 CEILING ACCESS PANELS ARE TO BE PAINTED TO MATCH ADJACENT CEILING FINISH.
- 7 REFER TO ARCHITECTURAL FLOOR PLANS FOR LOCKER LOCATIONS, FINISHES AND QUANTITIES.
- 8 FINISH TAGS APPLY TO LIKE MATERIALS IN ENTIRE ROOM. I.E. CASEWORK TAG MAY ONLY CALLOUT ONE RUN OF CASEWORK, BUT ALL CASEWORK IN ROOM RECEIVE THE SAME FINISHES. UNLESS TAGGED DIFFERENTLY.
- 9 CASEWORK FINISH TAGS DO NOT APPLY TO CUSTOM MILLWORK PIECES. REFER TO THEIR SECTIONS AND/OR ELEVATIONS FOR FINISH MATERIALS.
- 10 REFER TO ENLARGED STAIR PLANS AND SECTIONS FOR FINISH COLORS OF STRINGERS AND GUARDRAILS.
- 12 PUBLIC TOILET ROOM PARTITIONS ARE TO BE TYPE X, LOCKER ROOM PARTITION ARE TO BE TYPE Y.
- 13 ALL EXPOSED COLUMNS TO BE PAINTED P-X

1. VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION.
2. FILLER PANELS SHALL BE NO LESS THAN 2" WIDE UNLESS NOTED OTHERWISE (SPECIFIC REQUIREMENTS DEPENDING ON PULLS SPECIFIED).
3. REFER TO FLOOR FINISH PLANS FOR FINISHES BY ROOM.
4. SUPPORT BRACKETS ARE REQUIRED EVERY 36" O.C. AT AREAS WHERE COUNTERTOP IS OPEN UNDERNEATH. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING BRACKETS APPROPRIATELY SIZED BASED ON DEPTH OF COUNTER.
5. LOCKS..... STATE INTENT FOR LOCKING HERE.
6. GROMMET LOCATIONS SHALL BE VERIFIED IN THE FIELD WITH THE OWNER PRIOR TO INSTALLATION.
7. ALL CASEWORK/MILLWORK DOOR 4 DRAWER PULLS TO BE RICHELIEU #PFS279G195.
8. ALL CASEWORK EXPOSED AND SEMI-EXPOSED TO BE FINISHED WITH BODY PLASTIC LAMINATE.

ADJ - ADJUSTABLE FP - FILLER PANEL LFE - LEFT FINISHED END RFE - RIGHT FINISHED END RP - REMOVABLE PANEL FEP - FINISHES, END PANEL
---

NOTE TYPICAL CASEWORK FINISHED HERE IF APPLICABLE. IF YOU HAVE A SINGLE BASE/UPPER CABINET LAMINATE AND A SINGLE COUNTERTOP YOU DO NOT NEED TO INCLUDE FINISH TAGS ON PLANS. YOU CAN RELY ON THIS LEGEND TO INDICATE TYPICAL MATERIALS.

PLASTIC LAMINATE GRAIN DIRECTION

#### HARDWARE SELECTIONS & HARDWARE FINISH

## GROMMETS

EDGE BAND SELECTIONS, NOTED IN MATERIAL (MADE WITH CORRESPONDING PL

- AT LOCATIONS OF PL-# USE CHARTER INDUSTRIES...
- ETC...

## COUNTERTOP EDGE PROFILES

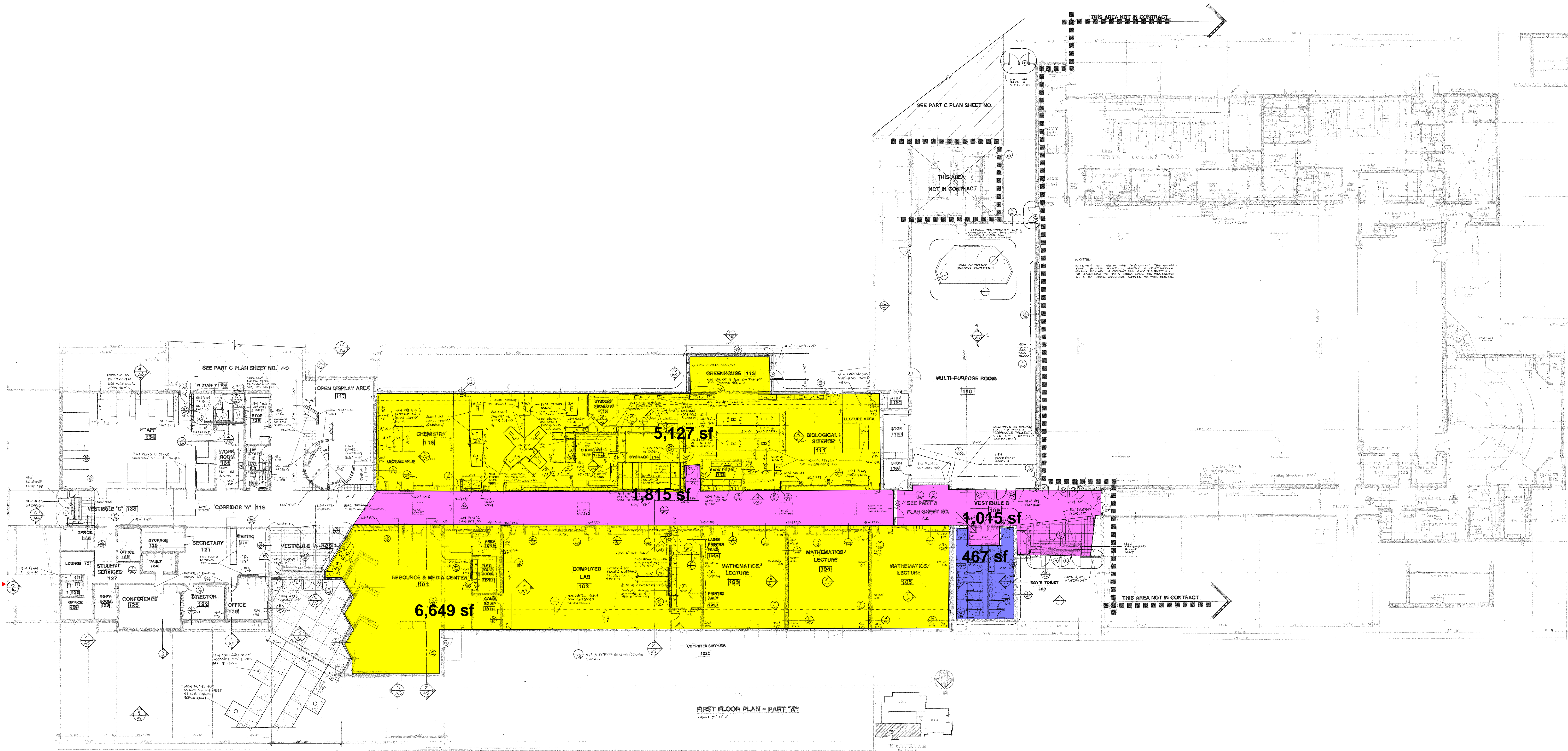
"SLABSMITHING" WILL BE REQUIRED IN INSTANCES WHERE A MODELED  
DFQUARTZ/GRANITE/SOLID SURFACE IS SPECIFIED. BE SURE TO REQUIRE A SHOP DRAWING  
SUBMITTAL HERE AND IN SPECIFICATION SECTION.

\*NOTES ABOUT WATERFALL ENDS

CABINET INTERIOR.

FINISH ANY EXPOSED END PANELS, UNDERSIDE OF CABINETS OR OPEN CABINETS, WITH PLASTIC LAMINATE SPECIFIED FOR FRONTS IN THAT ROOM."







## **OCCUPANCY APPROVAL**

765 Upton Avenue, Springfield, MI 49037

Because the Academy's physical plant is not yet complete, the Certificate of Occupancy has not yet been issued. Pursuant to Section 12.9 of the Contract Terms and Conditions, by August 31, 2019, the Academy shall submit to the Charter Schools Office a copy of the Certificate of Occupancy for the physical plant contemplated in this Schedule 6. The Certificate of Occupancy shall be incorporated into this Contract upon submission to the Charter Schools Office. The Academy shall not operate at the physical plant until such Certificate of Occupancy is delivered to the Charter Schools Office.

## COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of March, 2019 by and between: **Burmese American Initiative, Inc.**, a Michigan non profit corporation, whose address is 765 Upton Avenue, Springfield, MI 49037, hereinafter called "Lessor," and **Calhoun Community High School**, a Michigan non profit corporation, whose address is 15 Arbor Street, Battle Creek, MI 49015 hereinafter called "Lessee."

### WITNESSETH:

That Lessor in consideration of Lessee's rents, covenants, and agreements herein contained has agreed to demise and lease, and by these presents does demise and lease, unto Lessee approximately 15,853 rentable square feet of building space as shown on the floor plan attached hereto as **Exhibit A** (hereinafter called "Premises") of a building commonly known as the Gathering Place, 765 Upton Avenue, Springfield, MI 49037 (hereinafter "Entire Property"), subject only to easements of record, the terms of this agreement and applicable laws and ordinances, to be occupied by Lessee for the use set forth in Paragraph 1 herein. The Premises is designated in yellow, pink and purple on the drawing and totals 15,853 sf. The remaining colored areas (cafeteria, kitchen & gym) will be common space that CCHS will have access to use for school-related purposes. CCHS will be responsible for janitorial activities and day-to-day maintenance of the Premises, as well as cleanup of the common spaces whenever it uses those spaces. All other maintenance and physical repair of the Premises, unless the result of damage caused by CCHS or its students, will be the responsibility of the Lessor.

The parties hereto further mutually covenant and agree as follows:

1. Space, Term and Purpose. In consideration of the rents and covenants herein specified, Lessor hereby lets and leases to Lessee the Premises. The Lease is upon the terms and conditions hereinafter mentioned, for a term of **74 months** ("Term"), commencing on March 1, 2019 ("Commencement Date") and ending on **June 30, 2025**, to be occupied by said Lessee for the exclusive and sole purpose of high school education. Except for the foregoing permitted uses, any business or other operation deemed hazardous or extra hazardous for property insurance purposes shall be specifically prohibited at all times during the initial term or any option terms extending this Lease.
2. Rent. Lessee does hereby rent and hire the said Premises hereinbefore described for said limited purpose for the term described above, and does covenant and promise to pay the Lessor, its legal representatives, heirs, estates and assigns, as rent of the Premises for said term at Lessor's above address or at such other place as may be designated by Lessor, the sum of base rent ("Base Rent") as follows: Lessee shall pay **Base Rent of \$6,038.00 monthly, beginning July 1, 2019, which includes Lessee's share of** operating expenses, maintenance charges, electric, water/sewer, natural gas and other utility and insurance charges. After the first full lease year ("Base Year")

the rent will be increased in the event that the collective average annual expenses for water/sewer, electric and natural gas, increase by 10% or more, as outlined in **Exhibit B**, in which case, this increase shall be passed along to Lessee. This rental adjustment shall be made on the succeeding anniversary date throughout the term of this Lease. In addition, if Lessee's annual revenue from student enrollment declines by 5% or more after the Base Year, as a result of lower enrollment or lower local and state payment to Lessee for enrollment, Lessee shall be entitled to a corresponding reduction in the Base Rent. On or before the execution of this Lease Lessee shall pay a \$20,000 security deposit pursuant to a security deposit agreement dated February 15, 2019. Lessee shall have the right to use and occupy the Premises as of the effective date of this Lease, subject to construction of the Improvements described in Paragraph 5 below not starting before May 1, 2019.

3. Renewal Terms. Lessee shall have the right to renew this Lease for three additional renewal terms which terms shall be equal in length to any charter contract renewal and extension term provided by Bay Mills Community College. The rental rate for any renewal term shall be established as the average per square foot rental rate being paid for the entire Premises as of the commencement of each renewal term. Lessee shall exercise its right to any renewal term by providing Lessor 30 days written notice prior to the end of the Lease term then in effect.

It is understood that all other charges and sums chargeable to Lessee pursuant to this Lease and/or any extensions or renewals thereof and payable hereunder by Lessee, if any, shall be paid as additional rent without notice or demand, except as herein provided, and without set off, counterclaim, abatement, suspension, deduction or defense; provided that, without otherwise in any way limiting the rights of Lessor or the holder of a mortgage covering the Premises, this provision shall not constitute a waiver of any other rights Lessee may have under this Lease, or in law, or equity.

4. "As Is" Lease etc. The Premises consists of finished space. All Lessor approved alterations to the Premises by Lessee shall become the property of Lessor. Except as otherwise provided in this Lease to the contrary, Lessee has inspected the Premises, and consents that it is fully satisfied with the present condition thereof and agrees to accept the Premises in its "AS IS" condition, with all faults and defects. Lessor shall fully maintain and repair the common areas within the Entire Property in a first class condition consistent with similar office buildings in the general area where the Entire Property is located.
5. Alterations and/or Modifications - Restoration on Termination. Except for nonstructural alterations costing less than \$100.00 in any year of the Term, or previously agreed to by both parties, Lessee shall not alter or make any modifications to the Premises without the express written consent of Lessor pursuant to Section 32. Lessee shall promptly repair any damage to the Leased Premises on termination or expiration of this Lease, which is caused by removal of Lessee's personal property, equipment, and trade fixtures. Notwithstanding the foregoing, the parties acknowledge Lessee contemplates making the improvements, alterations, and additions (collectively, "Improvements") described on **Exhibit C** attached, to which

Lessor consents and approves, all at Lessee's sole expense. Lessee shall indemnify and hold Lessor harmless from the cost of the Improvements, including without limitation from the cost or expense of any construction claims of lien, worker's compensation claims, negligence or breach of contract claims by any employees or independent contractors of Lessee's or of any contractor working with Lessor for the Improvements. Lessee shall procure and keep in force liability insurance and builder's risk insurance during the period of work related to the Improvements, naming Lessor as an additional insured.

6. Real Property and Personal Property Taxes. Lessor shall pay all real property taxes assessed against the Entire Property prior to the date when penalties or interest would accrue. Lessee shall pay all personal property taxes levied or assessed on any and all of Lessee's personal property, equipment, and trade fixtures situated on the Premises.
7. Lessee to Obey Laws. Subject to Lessee's representations and warranties contained in this Lease, Lessee shall, at Lessee's own expense, keep the Leased Premises in a clean, sanitary and safe condition and shall obey, observe and promptly comply with all present statutes, laws, and ordinances, and all rules, regulations, orders and requirements of any governmental body or agency (collectively, "Laws") respecting Lessee's use and occupancy of said Premises. Lessee agrees not to use or permit said Premises to be used for any unlawful purposes or for purposes not specifically authorized under this Lease. Lessor hereby represents and warrants to Lessee that it is not aware of being out of compliance with any laws applicable to the Premises and Entire Property. Notwithstanding anything contained in this Section to the contrary, Lessee shall have no obligation to make repairs or alterations to the Premises which are required due to future changes in Laws. If such future changes in Laws occurs that requires Lessor to make repairs or alterations to the Premises, Lessor reserves the right to terminate the Lease if it concludes it cannot afford to make such changes. If Lessee desires and agrees to undertake such repairs or alterations required by such future changes, Lessor will not terminate the Lease
8. Injuries. Subject to applicable releases and waivers of subrogation, Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits and actions for or on account of damage or injury (including death) to the person or property of Lessor, Lessor's or Lessee's agents, invitees, servants, or employees and to all other persons while on the Premises which injuries or damages are caused solely due to the fault or negligence of Lessee or Lessee's employees in the operation of Lessee's business and Lessee's use of the Premises or by Lessee's invitees, contractors, or customers, except that Lessee shall not be required to hold Lessor harmless from claims resulting from negligent or intentional acts of omissions of Lessor or Lessor's employees, contractors or agents.
9. Insurance - Kinds and Amounts. The Lessee shall be responsible for maintaining inventory and personal property insurance on its contents and under no circumstances shall the Lessor be responsible for any damage to any property (real or personal) brought on to the Premises by the Lessee. In the event of damage to the Premises, the Lessor shall have the rights under, and be subject to the provisions of Paragraph 5

above and 9 below. The insurance afforded by the Lessee shall include full coverage of indemnity as a result of injury or loss occasioned to personalty on the Premises. The Lessee shall be responsible for its own Workers' Compensation Insurance for any of its employees on the Premises. Except as otherwise provided in this Lease and subject to applicable releases and waivers of subrogation, the Lessee further agrees to defend, save and hold harmless the Lessor from liability arising out of the Lessee's use of the Premises, including reimbursements to the Lessor for any reasonable attorney fees incurred in defending, settling or responding to any claim arising by reason of the use of the Premises by the Lessee or the occupancy of the Premises by the Lessee during the duration of this Lease Agreement, except to the extent arising out of the direct actions or negligence of Lessor or breach of this Lease by Lessor.

The Lessor shall carry and maintain, at the Lessor's sole cost an expense, All Risk property insurance (with full replacement cost coverage) covering the Entire Property and Lessor's property therein.

10. Mutual Waiver of Subrogation Rights. Notwithstanding anything to the contrary in this Lease (including, without limitation, any indemnification obligations set out herein), whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Premises, and (b) such party is then covered by insurance with respect to such loss, costs, damage or expense or required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party and its officers, directors, employees, agents, and invitees from any liability said other party or its officers, directors, employees, agents, or invitees may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right to subrogation which might otherwise exist in or accrue to any person on account thereof and the insuring party shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in the Lease and cause its insurance carrier to issue appropriate waiver of subrogation rights endorsements (to the extent that such rights are not waived in the policies themselves).
11. Rent Abatement. In the event of damage to, or destruction of, the Premises, or of the Lessor's fixtures therein, by fire or other casualty, the rental payment required of the Lessee to the Lessor herein shall abate pro rata in the event of partial destruction of the Premises and fully in the event of total destruction, for the period of disrepair. Any pro rata calculation shall be made on a daily percentage of disrepair basis. Lessor shall rebuild and restore the Premises and Entire Property if such repairs can be made with the amount of insurance proceeds received by Lessor and be completed within one hundred eighty (180) days. In the event of total destruction, either Lessee or Lessor may terminate the Lease. In the event of partial destruction, coupled with Lessor's failure to elect, by written notice to Lessee within forty-five (45) days of such damage or destruction, to rebuild the Premises, Lessee may terminate this Lease.
12. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease Agreement

shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and from that day, Lessee shall have the right either to cancel this Lease or to continue in possession of the remainder of the Premises under the terms herein provided, except that the rent shall be reduced in proportion to the amount of Premises taken. Lessor shall be entitled to claim an award for damages as compensation for diminution in value to the Premises or to the fee of the Premises herein leased, and Lessee shall be entitled to claim an award for damages by reason of loss of business, depreciation of merchandise and fixtures, fixture and equipment damage, removal and reinstallation costs and such other damages to which it may be legally entitled, provided, however, in no event shall Lessee have the right to compensation for the value of the Term and no claim of Lessee shall diminish or otherwise adversely affect Lessor's award or the award or any fee mortgage.

13. Sign Control. All signs must comply with the ordinances and regulations of the City of Springfield, and other governmental authorities. The size, location, configuration, illumination and design of all signs in common areas or not within the Premises shall be subject to the reasonable approval of Lessor. All necessary permits, licenses, inspection fees or any costs whatsoever in connection therewith shall be at Lessee's sole expense. All signage to be maintained in good condition and repair at all times and Lessee shall save Lessor harmless from any injury to person or property arising from erection or maintenance of signage.
14. Lessee Repairs. Lessee, at Lessee's sole cost and expense, shall maintain and make all repairs so that the interior of the Premises is maintained in a condition of good maintenance and repair at all times during this Lease, subject to reasonable wear and tear and insured casualty. At the end or other expiration of this Lease, Lessee shall deliver up the Premises to Lessor in broom-clean condition subject to reasonable wear and tear and insured casualty. Nothing contained in this Section 13 shall be interpreted to require Lessee to make any repairs or replacements to building systems (including HVAC, electrical, plumbing or the fire sprinkler system) or any type of repair or replacement which would constitute a capital expenditure in accordance with GAAP. Lessee waives provisions of all laws permitting Lessee to make repairs at Lessor's expense.
15. Right to Inspect or Show Premises. After reasonable prior notice, Lessor and Lessor's agents and representatives shall have the right to enter into or upon the Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or to make such repairs or alterations therein as may be necessary for the safety or preservation thereof in the event Lessee fails to do so. Further, during the last ninety (90) days of the Term, Lessor may show the Premises at all reasonable times for Lease or for sale, upon at least twenty-four (24) hours prior notice and so as not to interfere with Lessee's business activities. Lessor's rights to show and advertise shall be continuously reserved.
16. Equipment and Trade Fixtures. Any fixtures purchased solely with the Lessee's funds shall be owned by the Lessee, with the exception of improvements defined

under Paragraph 5 of this Agreement. Lessee shall not cause any equipment or trade fixtures to be affixed or attached to the Premises unless approved by Lessor in writing. All equipment and trade fixtures owned by Lessee located at or installed in the Premises shall be removed by Lessee at the expiration of this Lease if removal is demanded by Lessor. All fixtures remaining in the Premises after the expiration of the term of this Lease shall be deemed abandoned by Lessee and at the option of Lessor shall become the property of Lessor. In the event any removal of said fixtures or equipment shall injure or damage the Premises, Lessee agrees to restore the Premises property to their former condition, that condition being the same like, kind and quality of structural condition as existed in the Premises prior to the attachment, addition, installation, setting, mounting or affixation whatsoever of said fixtures. If Lessor procures equipment, materials and supplies at the request of or on behalf of the Lessee, Lessor shall follow applicable competitive bidding laws and shall be prohibited from adding any fees or upcharges to the expenses actually incurred by Lessor in making such purchases. If the Lessee makes improvements to the Leased Property, which are deemed beneficial to, and approved by, Lessor in writing, Lessee shall be entitled to recoup costs associated with such improvements if the Agreement is terminated by Lessor without cause and without complying with the termination provisions of this Agreement. The costs recouped shall be the lesser of the remaining value of the improvements or the cost of improvement made. Lessor shall repay to Lessee any costs associated with such improvements if the Agreement is terminated by Lessor without cause prior to the end of the lease term.

17. Restriction Against Assignment and Subletting. Except to an affiliate or related entity, Lessee shall not assign or in any manner transfer this Lease or any estate, interest or benefit herein, or sublet said Premises or any parts thereof or permit the use of same or any part thereof by anyone other than Lessee without the prior written consent of Lessor. Consent by Lessor to any assignment or transfer of interest under this Lease or subletting of said Premises or any part thereof shall be limited to the instance stated in such written consent and shall not constitute a release, waiver or consent to any other assignment, transfer of interest, or subletting. No assignment or sublease shall relieve Lessee from liability under this Lease, unless a written novation specifying the same is signed by Lessor. Lessor's consent to sub-letting shall not be unreasonably withheld, conditioned or delayed.

18. Events and/or Conditions of and Lessor's Rights Upon Default. Lessee shall be considered in default under the following circumstances:

- A. If default be made in the payment of Base Rent or any item of additional rent and said default shall continue for a period of seven (7) days after the payment due date and written notice from Lessor;
- B. If Lessee shall assign this Lease or sub-let the Premises or any portion thereof without Lessor's prior approval, except as otherwise provided herein; or
- C. If at any time prior to, or on the date fixed for commencement of the term of this Lease, or at any time during the term of this Lease, there shall be filed by or



against Lessee in any court of competent jurisdiction, a Petition in Bankruptcy or for reorganization or for the appointment of a Receiver or Trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors or takes advantage of any insolvency act, and if within sixty (60) days thereof Lessee fails to secure a discharge thereof.

Upon any such default, the Lessor may, if Lessor so elects, at any time thereafter, terminate Lessee's tenancy under this Lease by giving Lessee thirty (30) days' notice in writing of Lessor's intention to do so if the default is the failure of Lessee to pay Base Rent or any item of additional rent or by giving Lessee thirty (30) days' notice in writing of Lessor's intentions for Lessee's failure to perform repairs or for Lessee's failure to perform any other obligation to be performed by Lessee under this Lease; and Lessee's tenancy and rights hereunder shall expire and come to an end on the date in such notice as if said date were the date originally fixed in this Lease for expiration of the terms hereof and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as herein above or hereinafter provided, and Lessor or Lessor's representatives may, upon proper statutory notice and in accordance with law, evict Lessee from the said Premises by summary proceedings, and Lessor may re-let the Premises or any part or parts thereof for a term or terms which may, at Lessor's option, be less than or exceed the period of which would otherwise have constituted the balance of the term of this Lease without releasing Lessee from any liability, and may apply the proceeds thereof first to reasonable cost of obtaining possession; second, to restoring the Premises to the condition in which they were to be restored by Lessee on expiration of the Lease; thirdly, to reasonable brokerage fees and the reasonable cost of Lessor of re-letting the Premises; fourth, to all other costs and expenses incurred by Lessor based upon Lessee's default, including but not limited to Court costs and/or reasonable attorneys' fees; and then to the payment of rent, items of additional rent and all other charges due and to become due to Lessor, with any surplus to be paid to Lessee, who shall remain liable for any deficiency. The inability of Lessor, after making commercially reasonable efforts, to re-let the Premises or any part thereof shall not release or affect Lessee's liability. Any sums due to Lessor shall be paid in monthly installments by Lessee on the rent day specified in this Lease and any suit brought for possession or to collect the amount due for any month shall not prejudice in any way the rights of Lessor to collect sums due for any subsequent month, Lessor, at option, may make alterations, repairs, replacements and/or paintings in the Premises or any part thereof, and the making of such alterations, repairs, replacements and/or painting shall not operate or be construed to release Lessee from liability for Lessee's obligations under this Lease. Any mention in this Lease of any particular remedy shall not preclude Lessor from any other remedy in law or in equity. If Lessor shall make any expenditure or incur any obligation for the payment of money by reason of Lessee's default, including reasonable attorneys' fees, such sums or obligations with interest at the rate provided for Judgments, shall be deemed additional rent hereunder and shall be due and payable within seven (7) days of rendition of any bill or statement to Lessee therefor; provided, however, that any attorney fees shall not be in excess of the maximum attorney fee allowable under law. The time required for giving any notice is to be measured from the time of sending certified mailing or personal delivery pursuant to Paragraph 22.

19. Access to Premises. The Lessor shall have the right to enter upon the Premises during all business hours after reasonable prior written notice, or by appointment, or in case of emergency, immediately, for purpose of inspecting the same.

20. Re-Renting. The Lessee hereby agrees that for a period commencing ninety (90) days prior to the termination of this Lease or any renewal thereof, or at any time prior thereto that Lessee may be in default under this Lease, the Lessor may show the Premises to prospective lessees and may display in and about said Premises and in the windows thereof the usual and ordinary "To Rent" signs or "For Lease" clearly identifying Lessor's name, address and business phones with other marketing information deemed necessary by Lessor.
21. Right to Mortgage. The Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said Premises and on the land and buildings of which the said Premises are a part of or upon any buildings hereafter placed upon the land which the Premises form a part and the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be reasonably requested by the Lessor. Such lien shall not subject Lessee to liability beyond that assumed by Lessee pursuant to this Lease. Notwithstanding the foregoing, Lessor shall cause any lender or other party holding a mortgage encumbering the Entire Property (or any portion thereof) to provide Lessee with a commercially reasonable form of non-disturbance agreement. Lessee shall have no obligation under this Section 20 unless and until such non-disturbance agreement is provided by Lessor's lender.
22. Holding Over. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, without the express written consent of Lessor, such occupancy shall be a tenancy from month to month with a new rental rate equal to 120% of the last monthly Base Rent. All other provisions of this Lease that are not inconsistent with the above shall remain in full force and effect.
23. Notice. Any notice to be given by either party to the other party, pursuant to the provisions of this Lease, shall be in writing and shall be given by either: personal delivery to any individual signing this lease on behalf of the other party, or to any person accepting parcels or documents at the office of the other party; or Certified Mail, Return Receipt Requested, addressed to the party for whom it is intended at the address stated above, or at such other address as it may have designated in writing.
24. Covenant of Title and Quiet Possession. Lessor covenants that it has the right to make this Lease for the term aforesaid and that it will put Lessee into possession of the Premises, free from all encumbrances, liens or defects in the title, for the full term of this Lease. Lessor further covenants that there are no restrictive covenants which will prevent Lessee from conducting its usual business or any department thereof in the Premises. Lessor warrants that Lessee, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the Premises during the term of this Lease and any extension thereof Lessor further covenants to provide access to the Premises through common areas of the Entire Property.

25. Non-Waiver. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.
26. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
27. Captions. Any paragraph titles or captions contained in the Lease or addendum are for convenience only and shall not be deemed part of the context of this Lease.
28. Rules and Regulations. Lessee agrees that Lessor has the right, at any time and from time to time for the general welfare of the Entire Property of which the Premises is a part and for the avoidance of nuisance, to impose reasonable rules and regulations of general application and uniform/nondiscriminatory enforcement governing the conduct of Lessee in the Premises and on the Entire Property (as well as all other lessees and occupants of the Entire Property) of which the Premises are a part. Lessee, as a covenant and condition of this Lease, agrees to such rules and regulations.
29. Cumulative Remedies. No remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
30. No Broker. Each party represents and warrants that no broker brought about this Lease or was involved in the negotiation thereof, and no brokers' commissions or finder's fees are payable by either Lessor or Lessee concerning this Lease.
31. Successors and Assigns. It is mutually understood and agreed that the covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective successors, heirs, legal representatives and assigns.
32. Estoppel Certificate:
- A. Lessee shall at any time upon not less than fifteen (15) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or is modified, stating the nature of such modification and certifying that this

Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the best of Lessee's actual knowledge with inquiry, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be reasonably relied upon by any prospective purchaser or lien holder of the Premises.

- B. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

33. Alterations. Except as otherwise provided in this Lease to the contrary, Lessee agrees to accept Premises in its present "as is" condition. Alterations of the Premises are subject to Lessor's written consent and Lessee shall make no alterations without the Lessor's written consent.

34. Renewal. This Lease shall automatically end at the expiration of the Term unless Lessor and Lessee shall agree in writing to terms of Lease Renewal prior to the expiration of the Term.

Exhibits. The following exhibits may be added to and made a part of this Lease: Exhibit A, floor plan; Exhibit B, utilities calculation; and Exhibit C, Lessee improvement plan.

35. Entity Authority. If a party to this Lease is a corporation or other entity, then each individual executing this Lease on behalf of said corporation or other entity (but without incurring any personal liability) represents and warrant that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or other entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or other entity, in accordance with a duly adopted resolution of said corporation or other entity (if required), and that this Lease is binding upon said corporation or other entity in accordance with its terms.

36. Entire Agreement. This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor and Lessee other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by the parties hereto.

37. Civil Disturbance, Demonstrations, Picketing, Etc. It is expressly covenanted and agreed that Lessor may exercise its discretion in determining what measures, if any, are to be taken in the event any civil disturbance, demonstration, picketing or riot takes place on the Premises or parking areas connected thereto and Lessor shall not be liable for any interruption of business or any injuries or damages to persons or

property on or in the Premises resulting from said civil disturbance, demonstration, picketing or riot or the measures taken by Lessor to control said civil disturbance, demonstration, picketing or riot

38. Rubbish Control. Lessee shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the rooms. Lessee shall dispose of waste material in designated container. Lessor shall have exclusive control over placement of rubbish containers upon the exterior of the Entire Property.

39. Environmental/Medical Waste Provisions. Lessee shall have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the Leased Premises prior to the time that the Lessee occupies same. To the extent permitted by applicable law, the Lessor will indemnify the Lessee for damages and costs of litigation caused by a condition of the Leased Property, if those damages or litigation are directly or indirectly related to Lessor's prior use of hazardous material at the Leased Property. Lessee shall not unlawfully generate, treat, or dispose or release onto the Premises any "Hazardous Substances" and/or "Medical Waste", as defined below.

Lessor hereby represents to Lessee that to the best of its knowledge, the Premises and Entire Property are free of any Hazardous Substances and are in full compliance with all applicable Environmental Laws. Subject to the foregoing representation, Lessee shall promptly supply Lessor a copy of the reports of any environmental assessment or investigation undertaken on the Premises, all notices, demands, inquiries, or claims received from any person or entity as a result of contamination, waste or pollution alleged to be on or emanating from the Premises or adjacent property, and any report or applications for licenses, permits, or approvals submitted by or on behalf of Lessee to any environmental or medical waste regulatory agency affecting the leased or adjacent property.

Lessee shall indemnify and hold harmless Lessor from and against any and all losses, suits, obligations, fines, damages, judgments, penalties, claims, injunctive relief, charges, costs and expenses (including reasonable attorneys' fees and disbursements) which may be imposed on, incurred or paid by, or asserted against, Lessor or its agents by reason or on account of, or in connection with, any "Environmental Claims" and/or "Medical Waste Claims" regarding the Premises arising from events occurring during the term of this Lease and any extension thereof and caused by the acts or negligence of Lessee or its agents or employees (excluding claims arising from the direct action of Lessor or their prior tenants).

"Environmental Claims" and/or "Medical Waste Claims" shall include, but not be limited to, claims arising out of

- i. Failure of any person to fully comply with all requirements of any federal, state or local law or regulation having as its object the protection of public health, natural resources or the environment ("Environmental Laws"); and/or

- ii. Failure of any person to fully comply with all requirements of any federal, state or local law or regulation having as its object the protection against the improper handling or disposal of medical waste ("Medical Waste Laws"); and/or
- iii. The release or presence of any substance the manufacture, use, treatment, storage, transportation or disposal of which is regulated by any Environmental Laws ("Hazardous Substances"); and/or
- iv. The handling or disposal of any substance the collection, use, treatment, storage, handling, transportation or disposal of which is regulated by any Medical Waste Laws ("Medical Waste").

The foregoing indemnification shall survive the termination or expiration of this Lease and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

- 40. Lessee Defined; Use of Pronoun; Joint and Several. The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessor or Lessee may be an individual, partnership, a corporation, or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. Additionally, if more than one person and/or entity is listed as Lessee, then they shall be jointly and severally liable.
- 41. Applicable Law and Construction. The laws of the State of Michigan shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease will not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for the Premises and becomes effective only upon execution and full compliance of all preliminary terms, requests and conditions precedent incident to initiating said Lease between Lessor and Lessee and delivery thereof by Lessor to Lessee. All negotiations, considerations, representation and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties. Lessee shall have no right to quit the Premises or cancel or rescind this Lease except as said right is expressly granted herein. This Lease has been negotiated by Lessor and Lessee and the Lease, together with all of the terms and provisions hereto are controlling and binding upon the parties either individually or personally if a guarantor, their heirs, successors, assigns, personal representative and executors.

42. Authorizer Required Provisions. All records of the Leased Property and physical plant related to the Lease will be made available by Lessor to the Lessee's independent auditors and the Bay Mill's Community College ("BMCC") Charter Schools Office. Any amendments to the Agreement shall be reviewed and approved by the BMCC Charter Schools Office prior to execution by the parties hereto. If a third party will occupy the Lessee's building, site, or physical plant, the Lessee must provide to the BMCC Charter Schools Office a written analysis of the potential implications of such occupancy, including potential security, school safety, and church-state issues. Any provision of the Agreement which can be construed to: a) restrict the Lessee Board's ability to act an independent, self-governing public body, b) interfere with the Lessee Board's exercise of its statutory, fiduciary, contractual and fiduciary responsibilities governing the operation of the Lessee, or c) allow or require public decisions to be made other than in compliance with the Open meetings Act, shall be void and unenforceable. Any provision of the Agreement which can be construed to restrict the Lessee Board from waiving its governmental immunity or require the Lessee Board to assert, waive, or not waive its governmental immunity shall be void and unenforceable. In the event the Academy's Charter Contract is revoked, suspended, terminated, or expires by its terms, the Lease Agreement and all obligations thereunder shall immediately terminate.

42. Security for Rent. In order to secure payment of all sums due under this Lease and the strict performance of all terms and conditions of this Lease, the Lessee has previously paid and Lessor hereby acknowledges receipt of the Lessee's Security Deposit, Twenty thousand (\$20,000) dollars, paid pursuant to a Commercial Lease Security Agreement of even date. This Security Deposit will be retained by Lessor, without interest, for the duration of the leasehold term. The Security Deposit shall be applied, if necessary, as described in the Commercial Lease Security Agreement. Lessor may co-mingle these funds and Lessor will account for the disposition of all funds at the termination of occupancy.

43. Recording. Upon complete execution of this Lease, if requested by Lessee, the Lessor agrees to execute an Affidavit of this Lease, to be prepared by, and recorded at, the expense of the Lessee. Upon any lawful termination of this Lease the Lessor may prepare and record a Notice of Lease Cancellation/Termination at Lessor's expense, to clear any cloud on title caused by filing said Affidavit.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their respective officers the day and year first above written:

LESSOR:



Burmese American Initiative, Inc.

By:

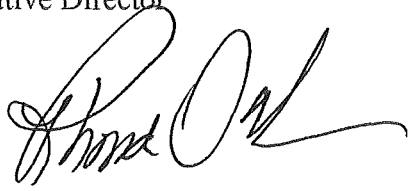
Tha T. Par

JESSICA H REID  
NOTARY PUBLIC, CALHOUN COUNTY, MI  
My Commission Expires 02/17/2024  
2000 N. 100 COUNTY OF CALHOUN

LE EXPIRES 2/17/24  
3/4/2019

Its: Executive Director

LESSEE:



Calhoun Community High School

By: Rhonda Ostrander-Cook

Its: Board Chair



[illegible]

## EXHIBIT B

Burma Center Lease to Calhoun Community High School

Lease Rate Analysis

2/11/2019

	Amount	Rate	Annual Cost
Square Footage	15,853	\$ 0.50	\$ 95,118
Utilities*	\$5,755	28%	\$ 19,336
			\$ 114,454
Monthly Cost			\$9,538
		Depreciation/Yr	Credit
Cost of Improvements	\$ 300,000	\$ 8,000	\$ 252,000
Annual Depreciation Credit			\$ 42,000
Monthly Credit			\$ 3,500
Monthly Lease Rate			\$6,038

Burma Center Utilities Calculation - 2017-18 Avg

2017 Burma Center Utilities				
	2017 Total	Month Avg	+ 10%	Month Avg
Water/Sewer	\$ 5,500.00	\$ 458.33	\$ 6,050.00	\$ 504.17
Electric	\$ 31,794.00	\$ 2,649.50	\$ 34,973.40	\$ 2,914.45
Natural Gas	\$ 26,490.00	\$ 2,207.50	\$ 29,139.00	\$ 2,428.25
	\$ 63,784.00	\$ 5,315.33	\$ 70,162.40	\$ 5,846.87
2018 Burma Center Utilities				
	2018 Total	Month Avg.	+ 10%	Month Avg
Water/Sewer	\$ 3,696.47	\$ 308.04	\$ 4,066.12	\$ 338.84
Electric	\$ 30,819.19	\$ 2,568.27	\$ 33,901.11	\$ 2,825.09
Natural Gas	\$ 27,258.16	\$ 2,271.51	\$ 29,983.98	\$ 2,498.66
	\$ 61,773.82	\$ 5,147.82	\$ 67,951.20	\$ 5,662.60
Total - 2 Yr Avg		\$ 5,231.58		\$ 5,754.73
		\$ 1,464.84		\$ 1,611.33

# EXHIBIT C

## TowerPinkster

12.7.2018

Calhoun Community High School

9

Calhoun County Alt High Order of Magnitude Budget

12/7/2018, 9:45 AM, Page 1 of 1

## TowerPinkster

Architecture · Engineering · Interiors

### Conceptual Budget Estimate

### Calhoun Community High School

Item	Description	Quantity	Cost	Budget (\$)
				Total
<b>No. 1</b>	<b>Demolition</b>			\$ 26,520
	Demo wall, exhaust hood and casework to open up special ed classroom	160 hrs	\$ 60.00	\$ 9,600
	Demo equipment rental, disposal etc...		\$ 0.30	\$ 2,880
	Demo casework in chemistry and partial demo in science classroom	80 hrs	\$ 60.00	\$ 4,800
	Demo equipment rental, disposal etc...		\$ 0.30	\$ 1,440
	Demo plumbing in chemistry and partial demo in science classroom	40 hrs	\$ 75.00	\$ 3,000
	Demo equipment rental, disposal etc...		\$ 0.30	\$ 900
	Demo electrical in chemistry and partial demo in science classroom	40 hrs	\$ 75.00	\$ 3,000
	Demo equipment rental, disposal etc...		\$ 0.30	\$ 900
				Total
<b>No. 2</b>	<b>Renovation Space</b>			\$ 155,900
	Sidewalk to new office entry door	1,200 sf	\$ 8.00	\$ 9,600
	Aluminum doors, frames and hardware to section off from main lobby	1 ea.	\$ 12,000.00	\$ 12,000
	Aluminum door, frame and hardware at new office entrance	1 ea.	\$ 3,000.00	\$ 3,000
	Office area remodeling (conference room, principal, reception)	500 sf	\$ 65.00	\$ 32,500
	Barrier free toilet remodeling	100 sf	\$ 160.00	\$ 16,000
	Construct new classroom dividing walls and man entry bulkhead	150 sf	\$ 12.00	\$ 1,800
	Cut in new door to corridor for special education classroom	100 sf	\$ 160.00	\$ 16,000
	Miscellaneous floor patching	500 sf	\$ 8.00	\$ 4,000
	Miscellaneous wall patching	500 sf	\$ 8.00	\$ 4,000
	Miscellaneous ceiling patching	500 sf	\$ 8.00	\$ 4,000
	HVAC modifications to accommodate floor plan	2000 sf	\$ 8.00	\$ 16,000
	Plumbing modifications to accommodate floor plan	2000 sf	\$ 8.00	\$ 16,000
	Electrical modifications to accommodate floor plan	2000 sf	\$ 8.00	\$ 16,000
	Security hardware, key fab door controls	1 ls	\$ 5,000.00	\$ 5,000
				Total
<b>No. 3</b>	<b>Furniture, Fixtures &amp; Equipment</b>			\$ -
	not included	ea.		\$ -
				Total
<b>No. 4</b>	<b>Technology</b>			\$ -
	not included	ea.		\$ -
				Total
<b>No. 5</b>	<b>Project soft costs</b>			
	Construction Cost Sub-Total	total		\$ 182,420
	Design Contingency - design items unknown at this time	20.00% approx.		\$ 36,484
	Construction Contingency	10.00% approx.		\$ 18,242
	Plan review fees	2.00% approx.		\$ 3,648
	Construction soft costs, permits, temp enclosures, clean up, dumpsters etc...	10.00% approx.		\$ 18,242
	<b>Project Cost</b>	<b>total</b>		<b>\$ 259,036</b>
	A/E Fees	7.00% approx.		\$ 18,133
<b>Project Total:</b>				<b>\$ 277,169</b>

## COMMERCIAL LEASE SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made and entered into this 14th day of February, 2019 by and between: **Burmese American Initiative, Inc.**, a Michigan nonprofit corporation, whose address is 765 Upton Avenue, Springfield, MI 49037, hereinafter called "Lessor," and **Calhoun Community High School**, a Michigan nonprofit corporation, whose address is 15 Arbor Street, Battle Creek, MI 49015 hereinafter called "Lessee."

Lessor and Lessee contemplate being parties to a Commercial Lease dated March 1<sup>st</sup>, 2019 ("Lease Agreement") for Premises at 775 Upton Ave., Battle Creek, MI, as described in the Lease Agreement. In order to secure payment of all sums due under this Lease, including without limitation utility charges, and the strict performance of all terms and conditions of this Lease, the Lessee has previously paid and Lessor hereby acknowledges receipt of the Lessee's Security Deposit, Twenty thousand (\$20,000) dollars. This Security Deposit will be retained by Lessor, without interest, for the duration of the leasehold term. The Security Deposit shall be applied, if necessary, to partially mitigate any damages resulting from unreasonable use or contractual violations which arise from Lessee's occupancy. Lessor may co-mingle these funds and Lessor will account for the disposition of all funds at the termination of occupancy. Lessor may use the Security Deposit to apply to utility charges at the Leased Property due for the period before Lessee is to pay rent under the Lease Agreement. If the Lease Agreement is terminated by the parties before its effective date as described in the Lease Agreement, Lessor shall return all of the Security Deposit to Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be signed in their respective names by their respective officers the day and year first above written:

LESSOR:

**Burmese American Initiative, Inc.**

By: [Signature] 2-14-19

Its: Executive Director

LESSEE:

**Calhoun Community High School**

By: [Signature] 2-14-19

Its: Superintendent

# EXHIBIT 2



## **Scope of Work**

Graduation Alliance, Inc.

AND

Calhoun Community High School

(hereinafter referred to as the Academy)

### **A. Purpose.**

It shall be the purpose of this Scope of Work (the “Agreement”) to provide regular and vocational education opportunities for eligible students who are working toward course credits which can be converted to high school credits through the Student Reengagement Program (hereinafter referred to as Program) operated by Graduation Alliance.

### **B. Duration of Scope of Work.**

This Agreement will be in effect from the date of the Academy’s signature on this Agreement (the “Effective Date”) through August 31, 2021 and shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Either party may choose not to renew this Agreement without cause for any reason.

### **C. Eligibility.**

1. Youth are eligible for reengagement programming when they meet the following criteria:
  - a) High-school age as of as of September 1, AND
  - b) Have not yet met high school graduation requirements
2. Once determined eligible for reengagement programming, a student will retain eligibility, regardless of breaks in enrollment, until the student does one of the following:
  - a) Earns a high school diploma. NOTE: Students who earn their General Educational Development (GED) retain their eligibility and may continue to participate in the Program.
  - b) Becomes ineligible because of age.

### **D. Program Administration.**

Graduation Alliance shall develop and deliver to the Academy a Policy and Operations manual detailing the expectations for students, the instructional model, attendance policy, student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the parties and re-submitted to the Academy prior to the start of subsequent School Years. Academy is responsible for gaining approval and adoption by the Academy’s Board or other governing entity in advance of the start of the School Year as needed.

### **E. Web Portal Configuration.**

Graduation Alliance will provide the Academy with an Account Portal through which authorized Academy staff can monitor the program, including the enrollments, registrations, and progress of students in the program as a whole as well as for individual students. The Portal also includes records of courses students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that students have met the Academy’s graduation requirements.

The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including student activity and progress.

### **F. Enrollment.**

1. A student will be considered enrolled when he/she has:
  - a) Met all eligibility criteria specified in Section C.

- b) Completed all steps of the application process established by the Academy and the Program.
- c) Been accepted for enrollment by the Academy.
- d) Been enrolled by the Program.

**G. Instruction.**

Graduation Alliance will be responsible for the provision and oversight of all instruction under this Scope of Work in accordance with the following:

1. Instruction for reengagement students may include:
  - a) Academic skills instruction appropriate to each student's skills levels and academic goals.
  - b) College readiness and work readiness preparation coursework.
  - c) Math, writing or reading remediation.
  - d) Subject specific high school credit recovery instruction.
  - e) English as a second language instruction.
  - f) Other coursework approved by the Academy, including cooperative work experience.
2. Instruction may not be limited to only those courses or subject areas in which students are deficient in high school credits.
3. The Program may restrict or deny access into specific program elements if a student's academic performance or conduct does not meet established guidelines.
4. Graduation Alliance will administer standardized tests in order to determine a student's initial math and reading level upon entering the Program. All required assessments will be provided to the students free of charge.
5. Graduation Alliance will provide instruction, tuition, and required academic skills assessments at no cost to the students.
6. Instruction will be scheduled so that all enrolled students have the opportunity to work with instructional staff during all the hours of the Program's standard instructional day.
7. All instructional staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

**H. College and Career Transition Counseling**

Graduation Alliance shall provide a College and Career Transition Counselor (CCTC) to meet monthly, individually and/or one-on-one, with students within 5.0 credits of graduation. The CCTC shall meet weekly with active students within 2.0 credits of graduation. The CCTC will work directly with the Academy's designee to ensure proper coordination around high school completion activities.

**I. Academic Coaching and Tutoring**

Graduation Alliance provides each student enrolled in any Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the student, regular contact with the student via phone, email, SMS or IM to review progress and resolve issues and to provide support in case the student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding US holidays. Academic Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Local Advocates and the Program management team as they work to keep the student engaged and making progress.

Academic Coaches shall have appropriate background and relevant experience, and are required to successfully complete a criminal background check prior to any interaction with students. Graduation Alliance shall provide, or require that each Online Mentor maintain, appropriate levels of General Liability and Professional Errors and Omissions insurance coverage.

**J. Online Tutoring**

Graduation Alliance will provide unlimited access to online tutoring to students enrolled in the Program for courses in Math, Science, English and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day,

Thanksgiving, and Independence Day), and is accessed through our student learning environment. Graduation Alliance reserves the right to limit or revoke access if a student's use is considered excessive in any two consecutive months or if student is found to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

#### **K. Case Management and Student Support.**

Graduation Alliance will be responsible for the provision of case management services to all enrolled students in accordance with the following:

1. Case management staff (also known as "Student Advocates") will be assigned to the Program to provide accessible, consistent support to students, as well as career guidance information, employment assistance or referrals.
2. Program staff will meet with each eligible student at a minimum monthly to assess progress toward coursework completion and mitigate barriers.
3. The Program will maintain a case management staff to student ratio not to exceed 1:75 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous basis throughout the school year.
4. Graduation Alliance will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about student progress.
5. All Student Advocates will be retained by Graduation Alliance and will have at least a Bachelor degree in social work, counseling, education, or a related field, OR at least two (2) years' experience providing case management, counseling or related direct services to at-risk individuals.
6. For all Local Advocates who regularly and continuously work in physical proximity to students enrolled in a program covered by this Agreement, Graduation Alliance shall request on behalf of Customer a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation (collectively referred to as the "Report"). Graduation Alliance shall obtain from each such Local Advocate written consent, as necessary, for the Report to be delivered to and reviewed by Graduation Alliance. The Report provided by the Michigan State Police shall be retained in the Local Advocate's records and shall not be used or disclosed except as would be permitted under MCL 380.1230 and 380.1230a.
7. Graduation Alliance shall review the Report and Graduation Alliance agrees that it shall not assign any Local Advocates to perform any services under this Agreement if such person has been convicted of any of the following offenses:
  - A. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
  - B. Any offense enumerated in Sections 1535a or 1539b of the Code, MCL 380.1535a; 380.1539b; or
  - C. Any felony; or
  - D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Code.
  - E. Any offense of a substantially similar enactment (to those enumerated in paragraphs A-D, above) of the United States or another State; or
  - F. Any other offense except a misdemeanor traffic offense.
8. Customer reserves the right to refuse Graduation Alliance's assignment of any Local Advocates to render Services under this Agreement where the Report (including any pending criminal charges) indicates, in the judgment of Customer's Board, unfitness to perform Services under this Agreement. In the event that, after assigning a Local Advocate to perform services under this Agreement, Graduation Alliance discovers previously unknown criminal record history or subsequently arising criminal charges or convictions regarding the individual, and Graduation Alliance determines notwithstanding this criminal record history or development that it wishes to continue to assign the individual to render Services under this Agreement, Graduation Alliance shall disclose this criminal record history or development to Customer's Board to permit Customer's Board to determine, in its judgment, the continuing fitness of the individual to perform Services under this Agreement.
9. If Graduation Alliance determines that it is necessary to hire or contract with a Local Advocate without first receiving the Report for such Local Advocate, Graduation Alliance shall request approval from Customer to conditionally allow the Local Advocate to regularly and continuously work in physical proximity to students enrolled in a program covered under this Agreement if: (i) Graduation Alliance has requested the Report on behalf



of the Customer before the individual is conditionally assigned to perform services under this Agreement; and (ii) such Local Advocate executes a written statement (in compliance with the MDE model form statement) identifying all crimes for which he or she has been convicted, if any, and Graduation Alliance agrees that if the Report for such Local Advocate identifies any inconsistencies between such Local Advocate's written statement and the Report, that individual shall not be assigned to perform services under this Agreement and Graduation Alliance may terminate such Local Advocate's employment or professional services contract immediately.

10. Graduation Alliance shall be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this Agreement.

**L. Hardware and Internet Connectivity**

1. If requested by the student, Graduation Alliance will provide laptop computers necessary to complete Services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified students' use during the period students are enrolled in the Program. Laptops will be released to students after a Financial Responsibility Form has been signed by the student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the student leaves, removed from or no longer eligible to participate in the Program.
2. Graduation Alliance will provide internet capability based upon commercially-available services offered in the Academy's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked if enrolled student violates either Graduation Alliance's Terms and Conditions, or the Student Honor Code accepted by the student at the start of enrollment in a Program.

**M. Academy Administrative Responsibilities.**

1. The Academy will work cooperatively with Graduation Alliance to implement this Scope of Work and to ensure that quality reengagement services are provided.
2. The Academy will designate a primary contact person to work with Graduation Alliance in implementing this Scope of Work and to provide oversight and technical assistance.

**N. Statewide Student Assessment.**

1. The Academy will work with Graduation Alliance to ensure that all reengagement students have the opportunity to participate in the statewide student assessment.

**O. Provision of Special Education.**

1. The Academy will be responsible for the provision of special education services to any enrolled reengagement student who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide common Special Education accommodations at the direction of the Academy and after evaluation of the student's current IEP.
2. The Academy may delegate the following responsibilities to Graduation Alliance:
  - a) Request of student special education records.
  - b) Determination of whether the student or the student's parents wish to request a waiver of special education services.

**P. Provision of Section 504 Accommodation Plan.**

The Academy will provide the same accommodations to reengagement students under Section 504 of the 1973 Rehabilitation Act as it provides to all students otherwise enrolled in the Academy. Graduation Alliance shall provide common Section 504 accommodations at the direction of the Academy and after evaluation of the student's current 504 Plan.

**Q. Award of Credit.**

High school credit will be awarded for all Graduation Alliance coursework in which reengagement students are enrolled in accordance with the following:

1. High school credit will be awarded for the Program instruction provided by Graduation Alliance.

2. The Academy will ensure that the process for awarding high school credits as described above is implemented as part of the Academy's policy regarding award of credits per state statute and state department of education rules and policies.
3. Graduation Alliance documentation related to the earned credits will be provided to the student and the Academy.

**R. Annual School Calendar.**

1. The school year begins in September 1<sup>st</sup> and ends on August 31<sup>st</sup> of the following year.

**S. Reporting of Student Enrollment.**

1. The following requirements must be met for any student to be considered eligible for monthly billing under this Agreement:
  - a) Met the eligibility criteria as specified in Section C.
  - b) Met the enrollment criteria as specified in Section F.
  - c) Attained monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
2. Enrollment will be reported to the Academy on a monthly basis in accordance with the following:
  - a) Enrollment is based on the number of students enrolled on the first school day of the month.
  - b) Graduation Alliance shall submit by the fifth (5<sup>th</sup>) business day of each month data to the Academy detailing those students who are eligible for monthly billing.

**T. Funding and Reimbursement.**

1. The Program standard reimbursement rates from the Academy to Graduation Alliance **for those students achieving the criteria defined in Section S.1 above are as follows:**
  - a. 1 to 14 students: \$550 per month per student
  - b. 15 to 39 students: \$500 per month per student
  - c. 40 to 99 students: \$450 per month per student
  - d. 100 or more student: \$400 per month per student
2. The Academy shall remit payment within fifteen (15) days of the receipt of an invoice.
3. Graduation Alliance will not charge the Academy for any student who does not meet the requirements specified in Section T.1 above.
4. Graduation Alliance reserves the right to increase the Program standard reimbursement rates above once per year by an amount commensurate with relevant increases in funding received by the Academy.
5. Notwithstanding any provision included herein to the contrary, unless a student is directly referred or pre-authorized by the District to enroll in the Program, a student participating in the Program for which the Academy is not eligible to receive state school aid shall not be counted or included in any invoice from Graduation Alliance to the Academy in accordance with Section T hereinabove.

**U. Termination.**

If the Academy chooses not to renew this Agreement per Section B above, and students are still active in the Program upon notifying Graduation Alliance of its intention not to renew, the Academy shall be responsible for the following:

1. Offering a substantially similar program to active students.
2. Obtaining a signed Transfer Consent from Student (or if Student is under the age of 18 as of the expiration date of this agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.
3. Transferring active students to the substantially similar program.
4. Signed Transfer Consents must be presented to Graduation Alliance within 30 days of notification of the Academy's intention not to renew this Agreement.


5. If the Academy cannot secure signed Transfer Consents for any active student within the 30 day period, this Agreement remains in full force and effect for that active student and Academy agrees to delay its intention to not renew until terms in this Section V are met for all active students.

**V. Required Documentation and Reporting.**

1. Student Documentation:
  - a) Graduation Alliance shall maintain student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.
  - b) Graduation Alliance shall, on behalf of the Academy, request school records for each student from the last school they attended.
  - c) Graduation Alliance shall maintain documentation of case management, student assessment, basic skills gains, monthly progress evaluations, and award of credit.
  - d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of student records.
  - e) Access to all student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).
2. Reporting of Student Data:
  - a) The Academy will ensure that all required Program student information is reported in the student information system; and in accordance with Academy and state standard procedures.
  - b) The Academy will work with Graduation Alliance to determine whether Academy or the Program staff will be responsible for performing required data entry following the state's standard procedures for all Reengagement Programs.
  - c) If the Program is responsible for data entry, the Academy will provide access to the student information system, as well as, training and technical assistance.
  - d) If the Academy is responsible for data entry, the Academy will define the data elements the Program must provide for each student, as well as, the format and required reporting dates for the submission of data.
3. Annual Reporting
  - a) Graduation Alliance will prepare and submit an annual performance report to the Academy no later than September 1st.

**W. Authorizer Required Policies.**

1. No provision of this Agreement shall interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy 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.
2. This Agreement shall not restrict the Academy Board from waiving its governmental immunity or require an Academy Board to assert, waive or not waive its governmental immunity.
3. No provision of this Agreement shall alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by applicable law. The signatories on the depository account shall only be Academy Board members properly designated annually by Academy Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy.
4. All records of invoicing and receipts of Graduation Alliance, Inc. related to the Academy will be made available to the Academy's independent auditor.
5. Graduation Alliance is not permitted to select, retain, evaluate or replace the independent auditor for the Academy.

6. This Agreement, or any amendment hereto, may not contain a non-competition, no-hire, or similar prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy.
7. If Graduation Alliance purchases equipment, materials and supplies as the agent of the Academy, such equipment, materials and supplies shall be and remain the property of the Academy. Graduation Alliance will comply with section 1274 of the Revised School Code as if the Academy when making these purchases directly from a third party supplier.
8. If Graduation Alliance procures equipment, materials and supplies at the request of or on behalf of the Academy, Graduation Alliance shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
9. The Academy owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by Graduation Alliance at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. All Graduation Alliance's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.
10. Graduation Alliance is required to procure insurance coverage in the amount required by the Academy's contract with Bay Mills Community College with the exception of the requirement of Employee Dishonesty insurance. Graduation Alliance's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.
11.  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 Graduation Alliance.
12. The Academy designates the employees of Graduation Alliance as agents of the Academy having legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").
13. If the Academy's Contract issued by Bay Mills Community College Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the 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.
14. Graduation Alliance agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Bay Mills Community College's Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

#### **X. Indemnification.**

As part of the terms of this Scope of Work, each party shall each be responsible for the consequences of any act or failure to act on the part of itself, its directors, employees, and its agents. Each party shall be responsible for its own negligence, and neither party shall indemnify or hold the other party harmless; neither party assumes responsibility to the other party for its consequences of any act or omission of any person, firm or corporation not party to this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of law, both parties agree to collaboratively address the issue or issues and seek a collaborative solution.

#### **Y. Liability Cap.**

Except for Graduation Alliance's confidentiality obligations, in no event shall the aggregate liability of Graduation Alliance, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed the total of fees payable by Customer for the six (6) periods immediately preceding the claim for such liability.

**Z. Applicable Law.**

This Scope of Work is entered into pursuant to and under authority granted by the laws of the state of Michigan and any applicable federal laws. The provisions of this Scope of Work shall be construed to conform to those laws. In the event of any inconsistency in the terms of this Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules.
2. Statement of work herein.
3. Any other provisions of the Scope of Work, including materials incorporated by reference.

**AA. No Separate Entity Created.**

No separate legal or administrative entity is intended by this Scope of Work.

**BB. Amendment and Waiver.**

This approved Scope of Work may be waived, changed, modified, or amended only in writing by authorized individuals of both parties. If any provision of the Scope of Work shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law.

**CC. Entire Agreement.**

This Scope of Work constitutes the entire agreement of the parties and supersedes any previous written or oral Scope of Works. Any other Scope of Work, representation, or understanding, verbal or otherwise, relating to the services of Graduation Alliance and the Academy, or otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby deemed to be null and void and of no force and effect whatsoever.

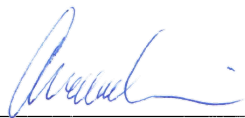
*<<signature page follows>>*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.

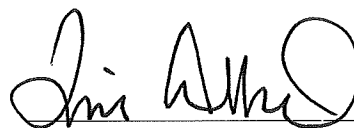
Calhoun Community High School



By: Andy Cusimano

Title: CFO

Date: March 25, 2019



By: Tim Allard

Title: Superintendent

Date: 3/25/19

("Effective Date")

Address: 15 Arbor St.

Battle Creek, MI  
49015

# EXHIBIT 3



## Policy & Operations Manual

Calhoun Community Schools

2018-2019 School Year

Authored by  
Graduation Alliance



# Policy & Operations Manual

## Graduation Alliance Program

### Table of Contents

<b>Preface .....</b>	<b>6</b>
Overview .....	6
Mission Statement.....	6
Authorization and Governance .....	6
<b>Admissions .....</b>	<b>7</b>
Student Enrollment Approval .....	7
Program Pathways.....	7
Residency .....	7
Age Restrictions .....	7
Completion of 8 <sup>th</sup> Grade .....	7
Non-English Native Language Speakers.....	8
Special Education .....	8
Expelled/Suspended Students .....	8
Non-discrimination Policy .....	9
Student Enrollment Requirements.....	9
Technology Requirements.....	9
Denial of Participation.....	9
Appeals Process .....	9
Waiting List.....	10
Athletics and Extra-Curricular Eligibility.....	10
<b>Program Operations.....</b>	<b>11</b>
Academic Calendar .....	11
Records Requests .....	11
Enrollment Count .....	11

Enrollment Reviews .....	12
Enrollment Reporting.....	12
Pause Status.....	13
Billing Statuses .....	13
Part-Time vs. Full-Time Student Status.....	13
Contact Method.....	14
Course Catalog.....	14
Course Registration .....	14
Course Registration Timelines.....	14
Course Fees.....	14
Course Materials.....	14
Course Load.....	15
Course Completion Timeline .....	15
Credit for Courses .....	15
Course Challenge .....	15
Dual Credit .....	16
Transfer Credits .....	16
Credit for Homeschool Work.....	16
Credit for Life Experience .....	16
Grading Policy.....	16
Grade Scale/Grade Point Value.....	17
Appeals Process .....	17
Grade Point Average (GPA) .....	18
Class Standing.....	18
Course Completion Certificates .....	18
Withdrawing from a Course.....	18
State Standardized Testing.....	18
National Standardized Achievement Testing.....	18
Withdrawing a Student from Program .....	18
Readmission .....	19

Graduation Requirements .....	19
Diploma Authorization.....	19
Graduation Ceremony Participation.....	19
Accelerated Graduation .....	20
Post-Secondary Transition Plan .....	20
Return of Textbooks and other Materials.....	20
FERPA & Student Privacy.....	20
Disclosure of Personally Identifiable Information .....	21
<b>Student Code of Conduct.....</b>	<b>23</b>
Overview.....	23
Virtual Classroom Conduct.....	23
Use of Language and Images.....	23
Personal Respect .....	24
Harassment, Intimidation, and Bullying.....	24
Harassment.....	24
Sexual Harassment .....	24
Academic Honesty.....	24
Discipline .....	25
Appeals Process .....	26
Student Inquiries.....	26
<b>Instruction .....</b>	<b>28</b>
Staff Qualifications.....	28
Teachers' Duties .....	28
Course Assignments .....	28
Highly Qualified Teachers.....	28
Student-Teacher Ratio .....	28
Professional Development.....	29
Reviews and Evaluations.....	29
<b>Curriculum.....</b>	<b>29</b>
Selection of Curriculum and Materials.....	30

Criteria for Selection and Development .....	30
Non-Sectarian Content Policy .....	32
Alignment to State Standards .....	32
<b>Record Keeping.....</b>	<b>33</b>
Records to be Maintained .....	33
Location, Duration, and Format.....	33
Student/Parent Satisfaction Surveys.....	33
<b>Appendix A - Special Education Accommodations .....</b>	<b>35</b>
<b>Appendix B - Required Credits and Courses.....</b>	<b>37</b>
<b>Appendix C - Flow Chart (or WA Milestones) .....</b>	<b>42</b>

## Preface

### Overview

The Calhoun Community Schools partnership with Graduation Alliance is designed to help students living within the district's boundaries or service area who cannot or will not attend an existing district school or program. The program provides a student support network that helps locate and enroll dropouts, as well as other at-risk students identified by the district, to provide a flexible and supportive learning program through which they can reach their graduation goals. Students in the program are enrolled in Calhoun Community High School and complete classes toward a diploma from Calhoun Community High School.

The Calhoun Community Schools Graduation Program Policy & Operations Manual, 2018-2019, is intended to guide school administrators and operators in the day-to-day academic policies and operations of the District's Graduation Alliance Program, powered by Graduation Alliance, for the 2018-2019 school year.

### Mission Statement

The mission of the district's Graduation Alliance Program is to provide a flexible, high-quality educational program to the high school-age students in the District who have not yet earned high school diplomas and who, for a variety of reasons, cannot or will not participate in the District's traditional or alternative face-to-face programs.

### Authorization and Governance

The Calhoun Community Schools Graduation Alliance Program is authorized by Calhoun Community School Board in Michigan. The Program is operated by Graduation Alliance, an education services organization based in Salt Lake City, UT. The relationship between Calhoun Community Schools and Graduation Alliance is governed by an Agreement between the Calhoun Community Schools and Graduation Alliance, signed and agreed to in March 2019.

The administration of the provisions of the Agreement between the Calhoun Community Schools and Graduation Alliance will be overseen by:

- Tim Allard, Superintendent, Calhoun Community Schools
- Dareece Gibson, Program Manager, Graduation Alliance

# Admissions

## Student Enrollment Approval

Students must be approved by the District designee to be eligible for the program. Enrollment is open for admission in the program at any time.

## Program Pathways

Students participating in the Graduation Alliance Program are classified as diploma-seeking students. In addition to submitting official transcripts of previous work for credit and the requirement to fulfill the District's published diploma requirements, diploma-seeking students will have access to college and career counseling services.

## Residency

### In-State Students

Only students who are residents of the state of Michigan are eligible to participate in the District's Graduation Alliance Program.

### In-District Students

Students who reside within the District's geographic boundaries must be approved by the District's administrators in order to participate in the Graduation Alliance Program.

### Out-of-District Students

Students who do not reside within the District's geographic boundaries may be accepted into the Graduation Alliance Program. Calhoun Community Schools is responsible for following and documenting state requirements for out-of-district student transfers.

## Age Restrictions

The District's Graduation Alliance Program is open to high school-age students. High school age is defined by the state of Michigan to be students who have not yet turned 22 by September 1 of the current school year for general education students and 26 for special education students. Additionally, students must be at least 14 years of age on the first day of school to participate in the program.

## Completion of 8<sup>th</sup> Grade

The District's Graduation Alliance Program provides coursework for grades 9-12. General education students who have not completed 8th grade will be admitted into the Graduation Alliance Program only upon approval of the District's counselors and administrators. Special education students who have not completed 8th grade will be admitted into the Graduation Alliance Program only upon recommendation by the student's Multidisciplinary

Evaluation Team and the approval of the District's administrators. Districts are encouraged to discuss options with Graduation Alliance for serving students younger than 9th grade.

## Non-English Native Language Speakers

The District's Graduation Alliance Program currently includes ELL curriculum in the form of reading remediation content that can be utilized to meet instructional requirements in state law. Graduation Alliance will work with the District to implement the program as a support to students gaining more fluency in English vocabulary. The district is responsible for ELL assessment, placement, and services required for identifying and serving non-English Language Proficient students in accordance with state law.

## Special Education

Students who are in need of special education services in order to be successful in their schoolwork will obtain services through the District. The administrators of the Graduation Alliance Program will cooperate with District Special Education personnel in providing information and data about courses and student performance, as required. To ensure that students referred for placement in the District's Graduation Alliance Program have a skill set, which will allow them success, the following process will prove helpful.

1. All students will be referred to building level gatekeepers
2. Gatekeepers will send all names to the Special Education Department to screen for special education services.
3. If a student has an IEP or 504, further evaluation of the student's likelihood for success will occur in the SPED Department.
4. SPED department will approve or deny the recommendation.
5. If approved:
  - a. Gatekeeper will refer student to GA for recruitment
  - b. SPED Department will review IEP for any changes that may need to occur
  - c. Student will continue to receive specially designed instruction from the district, during school hours.

The categories of students who have shown past success in our program are:

- Medical: ADHD, Social Anxiety
- Emotional/Behavioral
- Specific Learning Disability with minimum 5th grade equivalency scores

This program is generally not a good placement for students who would be placed in general education less than 80% of the time.

## Expelled/Suspended Students

The District reserves the right to deny participation in the Graduation Alliance Program to students who are currently under suspension or expulsion.

### Non-discrimination Policy

Admission to the district Graduation Alliance Program is not determined on the basis of age, race, color, religion, gender, sexual orientation, national origin, disability, or veteran status, with the exception that students must be high school-age, as defined by the state of Michigan in order to participate.

### Student Enrollment Requirements

Enrollment into the District's Graduation Alliance Program is subject to satisfactory completion of the following:

- Online Student Enrollment Form
- Student Honor Code
- Terms of Use
- Financial Responsibility Form (if a laptop has been requested for the Student)
- Additional forms as required by Calhoun Community Schools
- Additional forms as required by the state of Michigan
- First class assignment

### Technology Requirements

In order to participate in the District's Graduation Alliance Program, students must have reliable access to a computer with on board internet access. A list of technical specifications is available to students prior to enrollment on the District's Graduation Alliance website.

Graduation Alliance will provide a computer to students who need one for use while they participate in the District's Graduation Alliance Program.

### Denial of Participation

The District may deny participation an applicant for the Graduation Alliance Program for the following reasons:

- Student's attendance in the Program is likely to create a risk to health or safety of other students/staff.
- Student is currently attending the District's high school.
- Student is not a resident of the District.

### Appeals Process



Students who have been denied admission to the District Graduation Alliance Program may appeal the decision. Students who wish to appeal the School's decision must inform the District superintendent in writing.

### Waiting List

Enrollment into the District's Graduation Alliance Program is on a first-come, first-served basis. If the Program administrators deem that admitting students past a certain number would pose undue strain on the Program's administrative or instructional staff, students may be placed on a waiting list. Students' names will be placed on the waiting list in the order in which they complete all of the Student Enrollment forms. As space becomes available, enrollment and registration decisions will be made for students in the order in which their names were placed on the list.

### Athletics and Extra-Curricular Eligibility

Per Calhoun Community Schools, students who participate in the District's Graduation Alliance Program are not eligible to participate in athletics or extra-curricular activities.

# Program Operations

## Academic Calendar

Students will have access to their courses as long as they are enrolled in the Program. However, Teachers, Counselors, Academic Coaches, Student Services, and Technical Support personnel are unavailable on weekends and federal holidays, including:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day and the day after
- Christmas Day

As a program offered by the District, program administrators respect the religious beliefs and practices of the administrative and instructional staff. Instructional and administrative staff will be granted leave for religious holidays. Instructional staff will give the Graduation Alliance principal and students at least one week's notice of their unavailability during those holidays.

## Records Requests

Transcript requests will be made to the District using the standard District protocol unless otherwise directed by the District. District is responsible for sending the following information to Graduation Alliance within seven days of request:

- Transcript
- Credit verification for seniors
- State and district ID numbers
- Records of national standardized test attempts and scores
- Records of state standardized test attempts and scores
- Special education records (when applicable)

## Enrollment Count

## Attendance and Membership

A student will be considered enrolled and attending for the purposes of enrollment reporting to the state if the student meets the definition of satisfactory progress identified in section 23A of the State School Aid Act .

### Definition of Satisfactory Progress

Students will be placed in "Clear" status on the 1st of the month following completion of the Enrollment process defined in the contract. Once enrolled, students will have two months (the re-engagement period) to complete their first two quarter credit classes. After that time, students are expected to complete two quarter credits per month to remain eligible for the program.

Students who successfully complete the requirements in a calendar month will remain on "Clear" status for the next month.

Failure to complete the requirements will result in "Warning" status the following month. This status is intended to inform students of their missed requirements and encourage them to complete them in the next month.

Failure to complete the requirements in two consecutive months will result in a one-month "Probation" status in which students must meet with the principal or designee, complete a re-entry essay, and complete the specific requirements assigned by the principal or designee to stay in the program. This status constitutes a change of learning plan. Failure to complete these requirements will result in the student becoming ineligible to continue to participate in the program.

Students may petition for re-enrollment in the program. Re-enrollment may be authorized by the District.

A course shall be considered complete when all course assignments have been submitted and the assignments graded to date have a cumulative average of 60% or higher. A flowchart of student statuses can be found in Appendix C.

### Enrollment Reviews

Prior to the reporting enrollment to the districts, Graduation Alliance will review student records to ensure an evaluation of progress was made and that students included in the enrollment report to the district meet the definition of Satisfactory Progress given under "Enrollment Count" above.

### Enrollment Reporting

Graduation Alliance will provide a list of students who meet the criteria defined above will be reported to appropriate district contacts each month, within the mutually-agreed upon enrollment reporting timeframe.

## Pause Status

At the discretion of Graduation Alliance Program principal or designee, students may be put on “Pause” status to for up to 60 days. Pause status is reserved for students who are unable to engage in their studies due to life events. Life events include:

- Medical issues
- Child birth
- Death of a friend or family member
- Incarceration

At the end of the Pause period, students shall be permitted to re-enter the program as long as the student meets or has already met the Attendance and Membership requirements defined above for the enrollment period.

## Billing Statuses

Graduation Alliance will invoice the District only for students who are active in the program. Active students are defined as those who are in Clear or Warning status.

## Part-Time vs. Full-Time Student Status

All students are full-time unless agreed upon with the District.

Part-time status (i.e., percentage FTE for enrollment reporting purposes) for students taking courses only through the Graduation Alliance program will be determined by dividing the number of credits on the learning plan by the number of credits required to be counted as full-time status when the student enters the program.

Part-time status (i.e., percentage FTE for enrollment reporting purposes) for students taking both online and face to face courses will be determined by dividing the number of courses taken with Graduation Alliance by the total number of courses the student is taking, provided that the total number of courses taken equals full-time. If the total number of courses taken does *\*not\** equal full-time status, the total number of courses in which the student is enrolled is divided by the number of credits needed for full-time status given the student’s entry period. The result of dividing the number of courses taken with Graduation Alliance by the total courses taken is then multiplied by the result of the total courses taken divided by the number of credits needed to qualify as full-time.

The following monthly fees to the District will apply for part-time students.

	<b>Standard Mentoring</b>
Standard Service	\$60 + pro-rata FTE fee per the contract
Standard Service w/ Laptop	\$102 + pro-rata FTE fee per the contract

## Contact Method

Graduation Alliance Teachers, Career & College Transition Counselor, Academic Coaches, and Local Advocates may communicate with the student in any of the following ways:

- Face-to-face, individual, or group meetings (individual meetings will only take place inside a home if a parent/guardian is present)
- Telephone
- Instant messenger (i.e., Skype)
- Email
- Chat
- Text message

## Course Catalog

Courses available to students enrolled in the District's Graduation Alliance Program, along with their associated credits and descriptions, are published in the course catalog on the District's Graduation Alliance Program online portal.

## Course Registration

Students will work with Academic Coaches who will assist them in the enrollment and course selection and registration process.

## Course Registration Timelines

Once the student enrollment and course registration processes are complete the student may begin their courses. The learning plan will be developed and completed as part of the student's first course.

Courses start daily, with the exception of federal holidays.

## Course Fees

There will be no fees to students enrolled in the District's Graduation Alliance Program for participation, instructional materials, or transcript review.

## Course Materials

Graduation Alliance will place textbook and other material orders on behalf of the student as required for the courses in which the student has been registered. Required materials

will be shipped directly to the student. Optional materials will be distributed by the Local Advocate.

Laptop computers will be distributed through the student's Local Advocate.

### Course Load

The Academic Coach will work with each student in the District's Graduation Alliance Program to create the learning plan. The learning plan will prescribe the number of courses a student will take simultaneously.

### Course Completion Timeline

Although courses take, on average, 35 hours per quarter credit to complete, the District recognizes that the actual time it takes a student to complete a course can vary based on the individual student's abilities and environmental factors. There is no minimum time for completing courses; however, full-time students are expected to work approximately 25 hours per week. Students must make Satisfactory Progress toward their Written Student Learning Plan in order to maintain their eligibility for the Graduation Alliance Program.

### Credit for Courses

Credit for coursework completed through the District's Graduation Alliance Program can be earned in a variety of ways: percentage/letter grade; pass/fail; credit/no credit; or satisfactory/unsatisfactory.

Unless a course is specifically designated as a pass/fail, credit/no credit, or satisfactory/unsatisfactory credit course, credit is assigned by percentage/letter grade.

To earn percentage/letter grade credit for a course, students must:

- **Complete course work with a cumulative average grade of 60% or higher.**
- **Complete a proctored final exam.**

*Proctored final exam may be taken within 30 days of completion of the last assignment in the course. If the final exam is not completed by the end of the month, the course may still be counted toward the definition of satisfactory progress provided all of the required assignments are completed before the end of the month.*

### Course Challenge

Student potential for academic success is individual. Students come to every school setting with varying levels of experience from previous academic and personal pursuits. We believe that previously acquired knowledge and skill should be accounted for in order to accelerate students to their present levels of performance.

Graduation Alliance will provide students with a means to prove their skills and abilities in courses offered through the academic program. Students may challenge a course and will receive credit for meeting an 80% standard in the course. Students who wish to challenge a course will need to apply to the Challenge Course Committee.

Variables which the Challenge Course Committee will take into account:

- Previous enrollment in an equivalent course that resulted in a no credit situation
- Previous pass of state assessment for the course.
- Previous documented experience with the course work that did not lead to the opportunity to earn credit.

Practices:

- Students must declare the intention to challenge prior to the start of a course
- Students will be given access to the unit exams for the course that they wish to challenge
- Students must pass each section with an 80% pass rate.
- For each unit passed at 80% or higher, students will be given the option of applying the grade earned on the exam to the entire unit OR to retake the assignments in the unit for a higher grade.

## Dual Credit

Courses available in the District's Graduation Alliance Program are not currently available for dual credit with colleges or universities. Should such opportunities become available in the future, student support personnel will notify students of the opportunity.

## Transfer Credits

The District's policy on transfer credits will apply to students participating in the Graduation Alliance Program.

## Credit for Homeschool Work

The District's policy on credit for homeschool work will apply to students participating in the Graduation Alliance Program.

## Credit for Life Experience

Students in the program are eligible to earn credit for life experience in accordance with the District student handbook.

## Grading Policy

In order to receive credit for a course, students must complete all assignments in the course and take a proctored final exam. At the teacher's discretion, students may be excused from completing individual assignments.

Any unexcused assignments must be completed prior to completing the final exam.

## Grade Scale/Grade Point Value

The following grade scale will be used to determine letter grades and associated point values for all Graduation Alliance courses:

Percentage	Letter Grade	Grade Point Values
93-100%	A	4.0
90-92%	A-	3.7
87-89%	B+	3.3
83-86%	B	3.0
80-82%	B-	2.7
77-79%	C+	2.3
73-76%	C	2.0
70-72%	C-	1.7
67-69%	D+	1.3
60-66%	D	1.0
0-59%	F	0.0

## Appeals Process

Students wishing to appeal a final grade in the course must follow the appeals process, including:

- Submit a written request for a detailed copy of the student's gradebook from the course teacher.
- Identify in writing any assignments that he/she would like re-evaluated.
- Explain in writing why the student believes the grade on each of the identified assignments should be revised.
- Submit identifications and explanations to the course teacher.

Teachers will respond to the student's questions in writing. The teacher reserves the right to assign a grade that is either higher or lower than the original grade. If the student is not satisfied, he/she may request an evaluation of the identified assignments by another teacher of the Program's choice. The student must submit all of the documentation from the process described above. The Program's designated evaluator's decision will be final.



## Grade Point Average (GPA)

The grade point average for students in the District's Graduation Alliance Program is calculated by the district.

## Class Standing

Class standing for students enrolled in the program is determined by cohort year as outlined in the District's student handbook.

## Course Completion Certificates

Course completion certificates will be generated upon successful completion of each quarter-credit/semester course for all students. Course completion certificates will be emailed to the students. Program administrators can access a digital copy of each certificate via the Program's online portal.

## Withdrawing from a Course

Students can drop or withdraw from a course at any point. Dropped courses will be recorded as "W" in the portal but will not be reported on student transcripts unless required by the state. Withdrawing from a course at any time requires the approval of the student's Academic Coach.

## State Standardized Testing

In order for Graduation Alliance to facilitate student attendance for standardized testing, districts must provide a list of students in the program who need to participate in testing to Graduation Alliance, as well as information about the date, times, and locations of the tests, at least 30 days prior to the test administration date. Failure to provide the necessary information can result in student non-attendance.

## National Standardized Achievement Testing

Graduation Alliance Career and College Transition Counselor will facilitate test registration and score reporting for national standardized achievement and proficiency tests by notifying students of test dates and registration deadlines for ACT and SAT. If national testing is available through the District or State at no charge to the student or is mandatory for the student, Graduation Alliance's Career and College Transition Counselor will work with District Counselors to ensure students are registered in a timely manner.

## Withdrawing a Student from Program

Students who are approved by the District to enroll in the Graduation Alliance Program shall be permitted to continue in the program as long as they;

1. meet the count requirements of the current count period in the state in which they reside, and
2. maintain Satisfactory Progress.

District-initiated student withdrawal from or transfer out of the program must be accompanied by a Signed Transfer Consent from Student (or if Student is under the age of 18, a signed consent from the Student's parent or legal guardian) authorizing the withdrawal or transfer to another school or program.

## Readmission

A student, who has been withdrawn from the program and who wishes to be considered for readmission to the District's Graduation Alliance Program must apply to Program administrators.

## Graduation Requirements

To earn a diploma from the District, students must complete the following requirements:

- Complete the graduation requirements of Calhoun Community Schools as outlined in Appendix B
- Earn a Certificate of Academic Achievement or a Certificate of Individual Achievement
- Complete the High School and Beyond Plan
- Complete a Senior Project

To ensure students are enrolled and complete the necessary courses and requirements for graduation, Calhoun Community Schools is responsible for:

1. Supplying and explaining the graduation requirements for graduation cohorts to the Graduation Alliance Counseling Department
2. Within 15 days of request, confirming the remaining classes and requirements needed for students who have 5 credits or less to graduate
3. Within 15 days of request, certifying final completion of all graduation requirements

## Diploma Authorization

Students who successfully complete the District and State graduation requirements will earn a diploma from Calhoun Community High School authorized by the Calhoun Community School Board.

## Graduation Ceremony Participation

Students who participate in the District's Graduation Alliance Program will be eligible to participate in the District's graduation ceremonies.

## Accelerated Graduation

The District's policy on accelerated graduation will apply to students participating in the Graduation Alliance Program.

## Post-Secondary Transition Plan

All students participating in the Graduation Alliance Program, in conjunction with their academic coach, will develop a plan for their high school experience and one year following graduation. This plan will help students begin thinking about their futures and focus on courses they need to best prepare them for their career interests, whether those interests lead to additional schooling or directly into a vocation.

## Return of Textbooks and other Materials

Graduation Alliance is responsible for the purchase of all required textbooks and materials for the courses. Upon withdrawal from the program, Graduation Alliance is solely responsible for collecting textbooks and materials.

## FERPA & Student Privacy

The Program, in compliance with Federal Laws 93-308 and 93-568, presents these facts for the information of parent(s) and/or guardian(s) and students.

- The District, in compliance with the Family Educational Rights and Privacy Act (FERPA) permits parents and/or guardians or students to do the following:
- Inspect and review the student's education records within 45 days of the day the School receives a request for access. Under state public disclosure law, the School must acknowledge the request in writing within five (5) working days, and unless the documents are presented at that time, an estimate will be provided as to when they will be available within the 45-day response period. Parent(s) and/or guardian(s) or eligible student should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected;
- Request amendment of the student's education records that the parent(s) and/or guardian(s) or eligible student believes to be inaccurate, misleading, or in violation of the student's rights to privacy. They should write the school principal, clearly identify the part of the record to be amended as well as specify why the information in question is inaccurate, misleading, or in violation of the student's rights to

privacy. If the School decides not to amend the record as requested by the parent(s)/guardian(s) or eligible student, the School will notify the parent(s)/guardian(s) or eligible student of the decision and advise them of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent(s) and/or guardian(s) or eligible student when notified of the right to a hearing;

- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, teacher, or support staff member (including health or medical staff and law enforcement unit personnel); a person or company with whom the School has contracted to perform a special task (such as attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility;
- File a complaint with the U.S. Department of Education under Section 99.64 concerning alleged failures by Graduation Alliance to comply with the requirements of FERPA. The name and address of the office that administers FERPA follows:

Family Policy Compliance Office  
U.S. Department of Education  
600 Independence Avenue, SW  
Washington, DC 20202-4605

Students of majority age (over 18) will have parental rights regarding issues related to their educational program.

## Disclosure of Personally Identifiable Information

Personally identifiable information (otherwise known as directory information) contained within a student's educational records will not be made public unless specifically requested by the student.

The administrators of the District's Graduation Alliance Program have done due diligence to protect students' personal information and to guard against cyber predators by using a password protected learning management system, password protecting and securing all

computers on which student data is stored, and locking cabinets in which student record are kept.

Access to student data through the Program Portal is provided to the custodial parent/guardian on record upon request if the student is a non-emancipated minor. Information about student records will be provided to non-custodial parents upon written request to and approval by the District.

# Student Code of Conduct

## Overview

The District's Graduation Alliance Program administrators recognize and strive to meet the individual needs of each student through programs which promote the development of self-esteem, cooperation and vision. This expanded view of school will result in well-educated, productive and socially responsible citizens. To this end, we believe the school should reflect the desires and expectations held by our community for our students and that the school must provide an environment that ensures the safety and well-being of students. For this reason, it is important that the school have clear expectations and guidelines for students.

## Virtual Classroom Conduct

In order for a virtual classroom session to be educationally effective for students, all students should abide by a standard set of rules. The following rules govern student conduct in the virtual classroom:

- Students' written and oral communications must be free of vulgar, belittling, or offensive language.
- Students must abide by rules established by the course teacher.
- Students must comply with usage instructions communicated orally or in writing by the teacher.

Students who violate the virtual classroom rules of conduct will be warned by the teacher to correct their behavior. If the student doesn't comply with the teacher's instructions, he/she will be removed from the virtual classroom for the rest of the session.

If a student has been removed from a virtual classroom three times within a month, the student will receive read-only privileges in the virtual classroom for the rest of the semester or until the teacher deems it appropriate to restore write privileges to the student.

## Use of Language and Images

Students must not use vulgar, obscene, abusive, or demeaning language, writing, pictures, signs, or acts in written or oral communications, including email, discussion board, listserv, virtual classroom, student websites, or in photographs. Students are prohibited from posting content from or links to suggestive, lewd, or otherwise inappropriate websites.

## Personal Respect

Teachers, administrators, and students know that personal respect is the foundation of learning. Language, comments, or images that show a lack of respect for individuals or groups will lead directly to disciplinary action.

## Harassment, Intimidation, and Bullying

The District Graduation Alliance Program has a zero tolerance policy towards intimidation, harassment, bullying, and/or fighting. Intimidation, harassment, bullying, fighting and racial and/or sexual harassment are violent acts against others.

Program administrators will promptly and thoroughly investigate reports of harassment and bullying. If it is determined that either has occurred, the Program administrators will act appropriately within the discipline codes of the School.

## Harassment

No one should be subjected to harassment at school for any reason. Therefore, it is the policy of District that all students will deal with all persons in ways which convey respect and dignity. Harassment in the form of name-calling, taunting, gestures, intimidation, conduct, jokes, pictures, slurs, or ridicules are prohibited. Such conduct referencing or directed at an individual or group that demeans that person/group on the basis of race, ethnicity, religion, gender, sexual orientation, creed, age, disability or other extraneous factors is prohibited and shall be grounds for disciplinary action.

## Sexual Harassment

Sexual harassment includes all unwanted, uninvited, and non-reciprocal sexual attention as well as the creation of an intimidating, hostile, or offensive school or work environment. This can include:

- sexual jokes, pictures, or teasing
- pressure for dates or sex
- sexually demeaning comments
- threats, demands or suggestions that favors will be granted in exchange for sex or tolerance of sexual advances

## Academic Honesty

The District's Graduation Alliance Program has a zero tolerance policy for academic dishonesty. Cheating (giving or receiving information) and plagiarism on class work may result in a zero grade for the assignment. At the teacher's discretion, students may have the opportunity to complete an additional assignment to make up lost points.

The following procedure governs identification and discipline for instances of academic dishonesty:

- Teacher notifies student in writing that he or she has identified an instance in which the work's authorship is in question and requests that the student respond in writing within 3 school days. Teacher copies Graduation Alliance principal on the email.
- Teacher sends Graduation Alliance principal an email identifying the alleged infraction and providing evidence to support the allegation. Evidence can include links to websites that have been plagiarized, references to "collaboration catchers" embedded in quizzes/exams, time and date stamps on assignments, inconsistency in quality of work, comprehension of concepts, verbal print, etc.
- Graduation Alliance Principal contacts student and parent/guardian if the student is a minor.
- Graduation Alliance Principal makes a decision based on the evidence presented and informs teacher and student via email of the decision.
- Student is placed on internal academic watch. Incident is reported to students' other teachers. Student's work is routinely run through plagiarism-identification software.

Additional disciplinary action may be taken as deemed necessary and/or appropriate by the Program administrators.

## Discipline

### Discipline Philosophy

Discipline should be thought of as a learning experience with behavior modification as its objective. Unwanted behaviors are modified easiest when the school and parents work together as a team. In addition, any consequences that are used to modify unwanted behaviors should be: supported at home, imposed immediately, be firm, fair, consistent, and progressive.

### Discipline Process

The most effective discipline is taught and dealt with before problems arise. It is a learning process that should be teacher-directed. This being said, when applicable, internal interventions will be utilized prior to referring students to the principal.

If a warning is ignored and the behavior continues, the student will be referred to the principal and excluded from the online classroom. The teacher will email the principal a referral which states the nature of the problem.



Within one school day of receipt of the referral, the student will write out an explanation of what caused him/her to be excluded from the online classroom and will develop a three-step plan to resolve the problem.

If the student is a minor, the administration will contact the student's parent by the parent's preferred method of contact (phone or email). If the parent receives contact by email, he or she must reply to the email acknowledging receipt of the email.

If the student has been blocked from course access, access will not be restored until the teacher has read and agreed to the student's plan.

If the student doesn't follow through with the agreed-upon plan he/she will be referred to the principal again.

With each additional referral, the student will be assigned a consequence or a disciplinary step to be determined based on the student's behavior.

It should be noted that there are instances where this process may be altered. Behaviors such as: violence toward others, bullying, harassment, intimidation, disrespect toward teachers, non-compliance, and other behaviors that a staff member deems as disruptive to an orderly learning environment may result in an automatic referral to the principal.

## Appeals Process

A parent or a student has a right to appeal disciplinary action. If an appeal is desired, a letter must be received by the District office within 10 school business days (Monday through Friday, 8:00 a.m. to 5:00 p.m.) with an official request for an appeal hearing.

## Student Inquiries

Students are encouraged to ask questions! The following guidelines define the process and appropriate contacts for common student questions.

### Process

Students should submit their questions/problems via email or by phone as soon as possible.

### Enrollment/Registration Support

Full-time students should contact their Academic Coach for enrollment and/or course registration support via email or phone.

Students taking Courses On-Demand through their school district should contact their local district liaison for questions regarding enrollment or registration. The district liaison will work with Graduation Alliance's Student Services specialists to resolve any questions.

### Course Access and Technical Support

Students can access technical support related to course access by phone or email during regular business hours. Technical requirements are available on the Program portal and are distributed to students who are not using hardware provided by Graduation Alliance.

### Academic Support

Students should contact their course teachers for questions related to course content. Contact with the teachers of core courses may take place via phone, chat, skype, or email. Contact with teachers of elective courses should take place via email or via the “virtual office” tool during a pre-arranged office hour with the teacher.

For questions about the timelines, processes, or technical requirements of assignments, students should refer to the Program portal.

### Academic Counseling/Guidance Support

Students should contact their assigned Career & College Transition Counselor via email or phone for additional college or career counseling or guidance.

### Course Refund Policy – COD

For Courses On-Demand courses, Graduation Alliance will gladly credit the entire registration fee for any course that is dropped within 10 business days of the student starting the course against future course enrollments.

# Instruction

## Staff Qualifications

Teachers for the program must meet the following minimum qualifications:

- Hold at least a Bachelor's Degree from a regionally accredited college or university
- Hold a current teaching license in the state in which they reside
- Be highly qualified in the courses they teach

Teachers' licenses will be tracked by Graduation Alliance to ensure the licenses remain current. Copies of teacher's licenses and resumes will be provided to the District upon request.

## Teachers' Duties

Teachers are responsible for the overall facilitation and management of the courses to which they are assigned. Their general duties include:

- Grade student work submissions.
- Provide remediation for content area deficits
- Provide remediation for general academic skills, reading, writing, mathematical processes

## Course Assignments

Teachers are assigned to teach courses for which they hold current endorsements.

## Highly Qualified Teachers

In accordance with the Federal definition of highly qualified teachers, the teaching staff for all core academic courses including English, Math, Science, World Languages, Civics and Government, Economics, Arts, History, and Geography, meet the following requirements:

- Has earned at least a bachelor's degree.
- Holds full certification.
- Has demonstrated subject matter knowledge and teaching skill in each core academic subject assigned to teach.
- Communicate with students concerning academic progress via email, chat, skype, or phone.
- Work in collaboration with other members of the student support staff team to serve each student.

## Student-Teacher Ratio

Information about the student:teacher ratio in the District Graduation Alliance Program will be provided to the District upon request.

## Professional Development

Graduation Alliance provides initial training and on-going professional development for the District's Graduation Alliance Program teachers on the following topics:

- Best practices in the online classroom
- Assessment and evaluation
- Communication and tracking
- Implementation of content
- Graduation Alliance policies and approach to online education
- Teacher role in student support
- LMS/SIS tools
- Classroom management and student support strategies
- New and emerging technologies
- The Teacher Evaluation and Personal Professional Development Program
- Identifying and supporting at-risk learners
- Crisis management, mandatory reporting, avoiding misconduct

## Reviews and Evaluations

Clear, consistent, open, and timely performance feedback is critical to improving the quality of the Program and ultimately improving student outcomes and parent/student satisfaction. To that end, Graduation Alliance teachers participate with the Graduation Alliance principal in reviewing the teacher's performance annually as part of a formative evaluation process. An official performance review and summative evaluation is conducted each year.

Summative reviews and evaluations include: (1) a written self-evaluation, (2) a formal written evaluation by the reviewer, and (3) a synchronous discussion between the teacher and the reviewer. Written reviews and recommendations for improvement will be made available to the teacher within two weeks of the discussion. Teachers will be provided with the teacher evaluation rubric during their orientation to the School.

The Graduation Alliance principal or designee may provide formative feedback at any time based on student success data or anecdotal feedback.

## Curriculum

## Selection of Curriculum and Materials

The District's Graduation Alliance Program utilizes the courses offered by Graduation Alliance in their accredited private school. Graduation Alliance courses implement sound instructional theory and practice. Learning objectives, including both mastery of principles and concepts and their application, are clearly defined for each organizational unit.

Courses use a blended approach of objectivist content presentation and constructivist application of content. Course content engages student attention and provides anchors for the construction of new knowledge and schemata.

Content is presented in instructionally effective, efficient, and appealing ways; students have the opportunity to demonstrate understanding of new material and to apply the concepts to unique and relevant situations, thereby making the content their own.

Ongoing research in best practices of online course design and implementation continuously informs the course design, development, review, and revision process.

## Criteria for Selection and Development

Third-party courses are evaluated against and new courses are developed using the following criteria, derived primarily from iNACOL's National Standards for Quality Online Courses and the ISTE NETS 2007 standards:

### Course Organization and Structure

- The organization and sequence of content is clear and logical.
- Lessons and modules are easy to access and navigate between.
- The course structure is transparent to students.
- The organization of the course facilitates the construction of mental models and schemata.
- Lesson components include objectives, introduction and presentation of concepts, guided practice, application of concept, and assessment of understanding.
- Activities are authentic, challenging, and, where appropriate, interdisciplinary in approach.
- An organizational theme is used to enhance content and student engagement.
- Structure allows for adaptable, customizable pacing within the academic semester.

### Graphic Design

- Instructional pages make use of best practices in online layout and design.
- Fonts and themes are used consistently throughout the course.
- Color schemes are applied systematically and conservatively; they enhance learning and are not distracting.

- Images are used liberally to enhance learning.
- Low resolution images are used to ensure that students with low-bandwidth connections can view the images.
- Overall appearance is visually appealing and the message design is clear.

### Communication and Interactivity

- Students have frequent opportunities to interact with the content, with other students, and with the teacher.
- The communication process is clearly defined within the course.
- Communication tools are reliable and used appropriately.
- Requirements, rules, and expectations for student-student communication are clearly defined and modeled.

### Content Quality

- Content is written at an audience-appropriate level.
- Content uses standard language and is free of slang.
- The content has depth and richness.
- Content is accurate and current.
- The tone of the text is unambiguous and engaging.
- Multimedia presentation and interactive simulations are used appropriately to reinforce mastery of concepts.
- Content images and examples reflect the multicultural world of which our students are a part.

### Web Resources

- Web resources are redundant and stable.
- Resources are directly related to the content in the course.
- Resources direct students to trustworthy content sources.
- Explanations of the relevance of the resource, what the student is looking for, and how he/she knows when he/she is finished are provided.
- Resources supplement and enrich the content of the course.

### Accessibility

- Courses comply with ADA section 508 accessibility requirements
- Images have alt tags.
- Text versions of audio and flash presentation are provided.

### Assessment and Evaluation

- Assessment opportunities are authentic and mapped to the learning outcomes.
- Opportunities for pre-assessment are provided (as appropriate).

- Self-checks with automated feedback are used frequently to help students and teachers gauge how well a student is “getting it.”
- Multiple approaches to assessment, including objective and subjective quizzes and exams, creative writing assignments, research papers, group projects, are included in the course.

For courses developed or enhanced by Graduation Alliance, course design is informed by the ADDIE model for instructional design and development. It includes the assessment of learner needs; a comprehensive design plan produced by the development team, including a subject matter expert, instructional designer, and multimedia developers; development of high quality, relevant instructional content, including multimedia and simulations; implementation of the course in a pilot environment; and an ongoing evaluation and revision process.

### Non-Sectarian Content Policy

Graduation Alliance's private school program, as well as its programs offered to students through public school districts, is non-sectarian in nature. While it is necessary for some lessons to address the religious beliefs of various peoples in the context of geography and history, for example, these lessons only explore religion to the extent that it is reasonable with regard to the standards and objectives of the course. These lessons do not address any particular religion with undue attention and are free of biased language. Instructional materials remain non-sectarian in content; verbal or written contact between any representative of Graduation Alliance and any student(s) must be clearly non-sectarian in nature.

### Alignment to State Standards

Graduation Alliance's core academic courses are aligned to the state of Michigan standards. Graduation Alliance to state course code mappings will be supplied to Calhoun Community Schools upon request.

# Record Keeping

## Records to be Maintained

Graduation Alliance will maintain and store the following records:

- Student Enrollment Forms
- Student Educational Profiles
- Signed copies of the Student Honor Code
- Unofficial student transcripts
- Education Plans for each student, including documentation of required weekly direct personal contact.
- All student progress reviews, evaluations, and assessment results required.
- Student enrollment detail substantiating FTE enrollment reporting to the State.

## Location, Duration, and Format

Records will be stored in accordance with Northwest Accreditation Commission, a division of AdvancED, standards and industry best practices; at minimum, records will be stored by Graduation Alliance for 12 months after the termination of the contract with the District.

## Student/Parent Satisfaction Surveys

As part of our continual program improvement process, Graduation Alliance will develop, distribute, and collect satisfaction surveys from students/parents about their experience with various aspects of the learning experience, which may include:

- Entry Survey
- Enrollment process
- Course registration process
- Orientation process
- Materials acquisition process
- Exit Survey
- Academic advising experience (diploma-seeking students)
- Student/parent portal
- Technology ease of use
- Student support services
- End of Course Surveys
- Course content – relevance, rigor
- Instruction



Data collected in surveys will be considered the property of Graduation Alliance and will be made available to the District upon request.

## Appendix A: Special Education Accommodations

Graduation Alliance works closely with partner districts to ensure appropriate placement for special education students, per our policy and operations manual. The following common IEP/504 requirements may be accommodated in Graduation Alliance's online programs.

### Assignments

- Alternative method for completing assignments
- Assignment calendar
- Duplicate set of textbooks
- Student Sheets/Guides (available in core courses)
- Extended time

### Behavior Support

- Instruction in social skills
- Modified classroom
- Modified schedule
- Use of positive feedback
- Special customized reinforcements

### Communication/Listening

- Alternative method for completing oral assignments
- ADA Section 504 compliant online materials for use with assistive technologies
- Written backup
- Visual cues
- Written transcripts of audio/visual materials

### Environment

- Increase/decrease physical movement
- Modified schedule
- Strategies for reducing auditory and/or visual stimuli

### Equipment and Assistive Devices

- Calculators
- Computer
- Voice recorders

### Health/Physical

- Body positioning

- Mobility accommodations
- Modified schedules

### Math

- Use of calculators
- Extended time on assignments

### Reading

- Alternative to oral reading
- Audio supplements for long reading assignment
- 4th or 5th grade-level options for novel assignments
- Extended time
- Study guide/organizers
- Highlight main ideas

### Support Services

- Para-educator (online academic coaches)
- Tutors (available 24x7 online)
- Local advocates to help connect student to counseling, health care, interpreter resources as needed.

### Testing/Assessment

- Adapted test formats
- Allow student to respond orally/on tape
- Allow open book test or use of notes on tests
- Allow test to be read orally or taped for student
- Provide study sheet/preview test
- Shortened test or extended time

### Writing

- Alternative method of completing assignments
- Assistive devices (computers, voice to text software, audio recorders)
- Shortened task or materials

## Appendix B - Required Credits and Courses

<b>Calhoun Community Schools</b> <b>ALL COHORTS Graduation Requirements</b> <b>Total Credits =18.25</b>				
English Requirement	4 cr	SCED Code	GA English Equivalent	4+ cr
English 9	1	1001	English 9	1
English 10	1	1002	English 10	1
English 11	1	1003	English 11	1
English 12	1	1004	English 12	1
			<b>Additional English Options:</b>	
		1104	Creative Writing	0.5
		11101	Journalism	0.5
		1065	Mythology & Folklore	0.5
		1151	Public Speaking	0.5
Math Requirement	4 cr	SCED Code	GA Math Equivalent	4+ cr
Algebra 1	1	2052	Algebra 1	1
Geometry	1	2072	Geometry	1
Algebra II	1	2056	Algebra 2	1
Additional Math	1		<b>Additional Math</b>	

			<b>Options:</b>	
		2074	Math Essentials	1
		2157	Financial Math	1
		12103	Introduction to Finance	0.5
		2110	Pre-Calculus	1
		2121	Calculus	1
		2201	Statistics	0.5
<b>Science Requirement</b>	<b>3 cr</b>	<b>SCED Code</b>	<b>GA Science Equivalent</b>	<b>3+ cr</b>
Biology	1	3051	Biology	1
Chemistry OR Physics	1	3101 OR 3151	Chemistry OR Physics	1
Additional Science Credit	1		<b>Additional Science Options</b>	
		3053	Anat & Phys and Human Disease	0.5
		3004	Astronomy	0.5
		3008	Earth Science	1
		3003	Environmental Science	0.5
		3210	Great Minds in Science	0.5

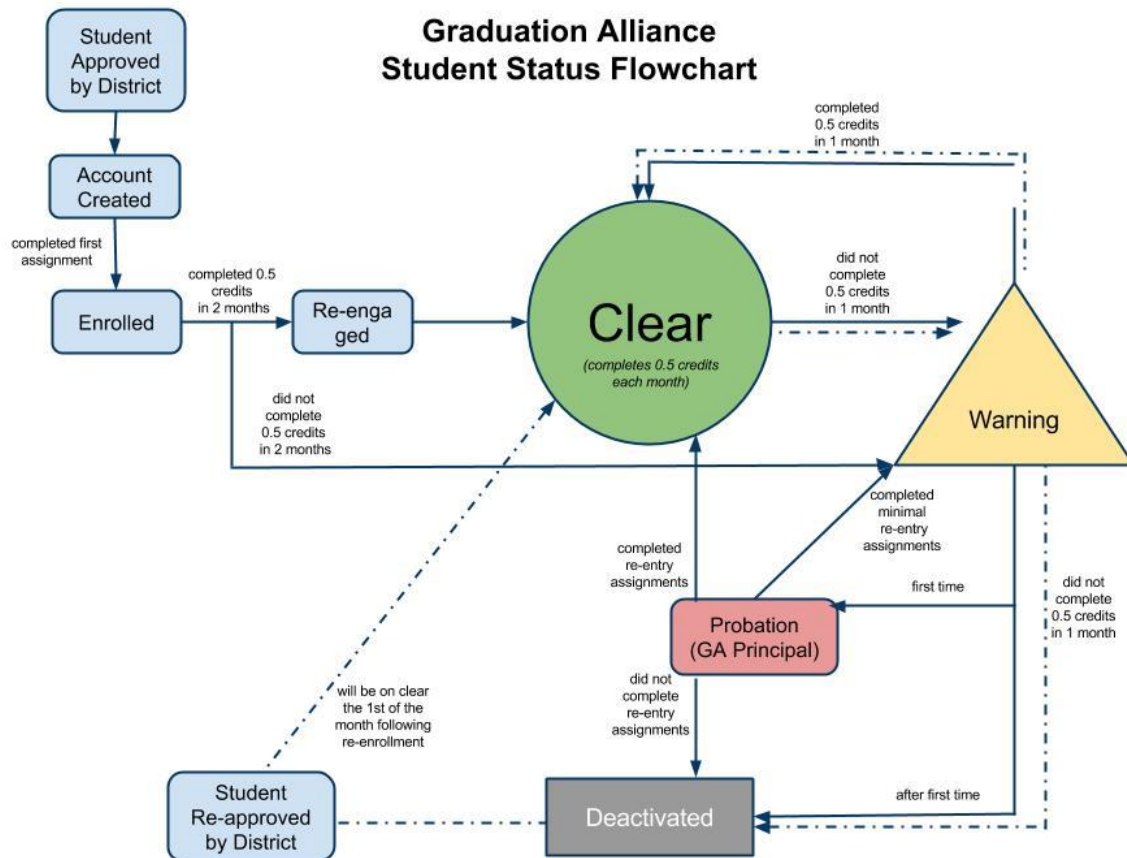
		3005	Marine Science	0.5
		3159	Physical Science	0.5
		3212	Research Methods	0.5
<b>Social Studies Requirement</b>	<b>3 cr</b>	<b>SCED Code</b>	<b>GA Social Studies Equivalent</b>	<b>4+ cr</b>
U.S. History and Geography	1	4101	U.S. History	1
World History and Geography	1	4051	World Civilizations	1
Economics	0.5	4201	Economics	0.5
Civics	0.5	4151	U.S. Government	1
			<b>Additional Social Studies Options:</b>	
		4064	Current World Issues	1
		4105	Pacific Northwest History	0.5
		4254	Psychology	0.5
		12503	Social Problems	
		4258	Sociology	0.5
		4001	World Geography	0.5
<b>Health &amp; Fitness Requirement</b>	<b>1 cr</b>	<b>SCED Code</b>	<b>GA Health &amp; Fitness Equivalent</b>	<b>1.5+ cr</b>
Physical Education	0.5	8016	Fitness for Life	0.5

Health	0.5	8051	Health	1
			<b>Additional Health Options:</b>	
		14251	Health Science	0.5
		19051	Health, Safety & Nutrition	0.5
		14002	Principles of Allied Health	1
<b>Visual, Performing, Applied Arts</b>	<b>1 cr</b>	<b>SCED Code</b>	<b>GA Art Equivalent</b>	<b>1+ cr</b>
		10205	3D Techniques	1
		5151	Art Foundations	0.5
		5152	Art in World Cultures	0.5
		1105	Digital Photography	0.5
		5118	Music Aesthetics	0.5
<b>World Language</b>	<b>2 cr</b>	<b>SCED Code</b>	<b>GA Art Equivalent</b>	<b>1+ cr</b>
At least 2 credits in grades K-12. If met prior to high school, must complete 2 more credits of electives				
		6101	Spanish I	1
		6102	Spanish II	1

<b>Elective Requirement</b>	<b>0 cr</b>	<b>SCED Code</b>	<b>GA Electives</b>	<b>4+ cr</b>
			<b>GA Required Electives:</b>	
		22004	I WILL GRADUATE	0.25
<b>Total Credits</b>	<b>18.25</b>			



## Appendix C – Flow Chart





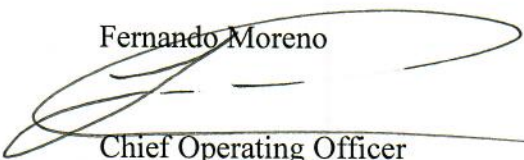
06/19/2019

**RE: Local Advocate**

To whom it may concern:

This letter is to confirm that we comply with the local advocate requirement(s) under Section 23a of the State School Aid Act (MCL 388.1623a). Currently, the local advocate Calhoun Community Schools is Niaomi Curtis. Prior to this month, the local advocate was Adrian Perkins. Adrian maintained an average monthly enrollment load of 3 students. Both Adrian and Niaomi comply with the background requirements indicated in Sections 1230 and 1230a of the Revised School Code (MCL380.1230 and MCL 380.1230a)

Fernando Moreno

  
Chief Operating Officer  
Graduation Alliance

# Calhoun Community Schools

## Written Student Learning Plan

### AY 2018-2019

#### STUDENT INFORMATION

<b>Student:</b> <b>Credits Earned To Date:</b> 22.25 <b>Enrollment Date:</b> 04/23/2019	<b>User ID:</b> <b>Class Standing:</b> 12th <b>Cohort Year:</b> 2019
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#### OVERVIEW

<b>Plan Revision Date:</b> 06/19/2019 <b>Plan Update Purpose:</b> Manually Saved <b>Plan Start Date:</b> 05/01/2019 <b>Plan End Date:</b> 08/31/2019 <b>Estimated Hours/Week:</b> 25 <b>FTE Equivalent:</b> 1.00	<b>Advocate:</b> Lolita Miranda Lolita.Miranda@theamericanacademy.Com Not Yet Received
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#### DETAILS

<b>Diploma Path:</b> Calhoun Community Schools <b>Credits To Be Earned This School Year:</b> 2 <b>Courses To Be Taken Simultaneously:</b> 1 - 3	The courses in this plan meet state and district requirements, and are aligned to appropriate GLEs and Merit standards
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#### State Exams To Be Taken This Year

There are no state tests during this period

#### Credit Summary

Requirements	Credits Required	Credits Earned
Art	1.00	0.00
Electives	0.25	9.25
English	4.00	4.00
Health & Fitness	1.00	1.00
Math	4.00	2.50
Science	3.00	2.50
Social Studies	3.00	3.00
World Languages	2.00	0.00
<b>Total</b>	<b>18.25</b>	<b>22.25</b>

## AY 2018-2019 Learning Plan

Course	Instructor	Grad Req	Credits	Timeline
Algebra 1 Sem1, Sem2	Janae Russell	Math	1	30 days
Earth Science Sem1	Christina Gyetvai	Science	0.5	15 days
English 10 Sem2	Rich Kopas	English	0.5	15 days

### COURSE DETAILS

The following information about each course is available in the online course catalog through the program portal (<https://app.gradally.com>).

1. Course Syllabus
2. Required Instructional Materials
3. Instructional Methods and Evaluation Methods
4. Alignments to state standards

A custom pace chart for each course is stored and archived in the online learning environment and is accessible by the student and mentor online 24x7x365. Additionally, this pace chart and student progress against the pace chart is emailed weekly to the student, the mentor, and the student's parent(s)/guardian(s)