Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-29
APPROVAL OF MASTER SERVICES AGREEMENT
WITH
MIND RESEARCH INSTITUTE

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with MIND Research Institute to provide site licenses and related professional development and support for ST Math a game-based instructional software designed to boost math comprehension and proficiency through visual learning. ST Math promotes mastery-based learning and mathematical understanding. The ST Math software games use interactive, graphically-rich animations that visually represent mathematical concepts to improve conceptual understanding and problem-solving skills is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Master Services Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Master Services Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this ___ day of JULY, 2013 ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and MIND Research Institute ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA monthly invoices of Services performed in the previous month. Invoices shall be submitted to: 3022 W. Grand Blvd., Suite 14-652, Detroit, Michigan, 48202, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 45 days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall

work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of California, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or

punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of ~~One~~ Two Million Dollars ($~~1~~2,000,000) per claim and Two ~~Five~~ Million Dollars ($~~5~~2,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and One ~~Five~~ Million Dollars ($~~5~~1,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and ~~Three~~ One Million Dollars ($~~3~~1,000,000) in the annual aggregate.

(b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the

state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only by a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

MIND Research Institute
111 Academy
Suite 100
Irvine, CA 92618

If to the EAA, to:

Education Achievement Authority
3022 W. Grand Boulevard
Suite 14-652
Detroit, Michigan 48202
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

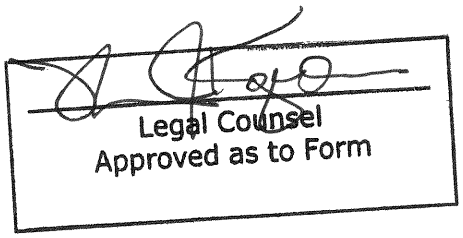
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

By:_____
John William Covington, Ed.D., Ph.D.

Title:_____
Chancellor

Date:_____



MIND RESEARCH INSTITUTE

By:_____
Matthew Peterson

Title:_____
Chief Operating Officer

Date:_____

Exhibit A

Service Order

New ST Math K5 3-grade unlimited site license for K, 1st, and 2nd grades to be implemented at the following six (6) elementary school buildings:

- Burns Elementary-Middle School
- Phoenix Elementary-Middle School
- Nolan Elementary-Middle School
- Law Elementary
- Bethune Elementary School
- Brenda Scott Academy for Theatre Arts

Each school receives the following with purchase of the above listed license:

- Access to the ST Math K5 content for grades K, 1st, & 2nd for unlimited computers at school site.
- One four (4) hour ST Math Intro to ST Math training (either online or regionally located) for teachers that will be delivering and monitoring the use of the content.
- One two (2) hour follow up training to be held approximately one (1) month after initial Intro to ST Math teacher training.
- ST Math User's Guide – One (1) per school
- ST Math Training Manual (provided at time of training; also available online)
- Web-based Class Level Reports and Response to Intervention Reports for both class and individual students
- Monthly report of school progress
- Service and Technical Support via email and phone
- Online teacher support and resource materials

Item	List Rate	Qty	Total
New ST Math K5 3-Grade Unlimited Site License	$34,000/Site	6	$204,000
Previous Payment Credit			-$30,000
Total Amount Due			**$174,000**

EXHIBIT A
SERVICE ORDER
SIGNATURE PAGE
MIND RESEARCH INSTITUTE

EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D., Ph. D.
Its: Chancellor

Date:_____

MIND RESEARCH INSTITUTE

By:_____
Matthew Peterson
Its: Chief Operating Officer

Date:_____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-30
APPROVAL OF MASTER SERVICE AGREEMENT
WITH
OMBUDSMAN EDUCATIONAL SERVICES, LTD.

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with Ombudsman Educational Services, Ltd. for the provision of an off-campus program intended to reduce drop-out rates, increase graduation rates, increase attendance levels by offering EAA of Michigan non-traditional learners a personalized learning experience; the Ombudsman Program allows students to progress through academic and social skills by offering differentiated instruction of a standards-based curriculum in a technology rich environment is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Services Agreement on behalf of the Authority, subject to the conditions set forth above;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

_____
Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this ___ day of _____, 2013, ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and Ombudsman Educational Services, Ltd., an Illinois corporation whose address is 1585 North Milwaukee Ave., Libertyville, IL 60048-1359 ("**Vendor**" or "Ombudsman").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA quarterly invoices of Services performed as described in Section 3.4 of Exhibit A. Invoices shall be submitted to: 300 River Place, Suite 3600, Detroit, Michigan, 48207, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 15 days after receipt of an invoice from Vendor. In the event that

EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect for the 2013-2014 school year, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least sixty (60) days written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured sixty (60) days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement. EAA acknowledges that it may receive or have access to Vendor's "Confidential Information", as that term is defined below. EAA will protect Vendor's Confidential

Information with the same degree of care as EAA uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. EAA shall not disclose or otherwise make available Vendor's Confidential Information to any third party without the prior written consent of Vendor; provided, however, that EAA may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to EAA or Vendor and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, EAA shall comply will all confidentiality-related guidelines, standards and law applicable to Vendor. EAA agrees to immediately notify Vendor in the event EAA becomes aware of any loss or unauthorized disclosure of Vendor's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor or of Vendor obtained by EAA, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that EAA or Vendor can document: (i) was generally available to the public at the time it was received,, (ii) was known to EAA or Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by EAA or Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information. Upon expiration or termination of this Agreement, EAA shall promptly return to Vendor all Confidential Information of Vendor and all copies, or at Vendor's option, EAA shall destroy the Confidential Information.

Section 6.4 FERPA Compliance.

(a) Each of the Parties hereby understands and agrees that the EAA is in direct control of the Vendor with respect to the receipt, use, and non-disclosure of student education records (hereinafter "Education Records"), as those records are defined in the Family Education Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (hereinafter "FERPA"), and shall comply with all EAA policies, direction, and requests with respect to the handling of student Education Records. Each of the Parties further warrants that it will comply with all relevant law regarding the protection and non-disclosure of Education Records, including, but not limited to the FERPA and its implementing regulations.

(b) Vendor warrants that it will cause each of its employees, officers, directors, agents, contractors, or any other individual associated with Vendor (the "Personnel") who may have access to Education Records to legally bind themselves to the confidentiality standards contained in FERPA and this Agreement.

(c) Vendor shall ensure that any Education Records which may contain highly sensitive information, including, but not limited to social security numbers, driver's license or state id numbers, financial information, and student lists, are encrypted (i) during transmission, whether sent by email, fax, or through any other digital or electronic download or transmission, and (ii) when stored in any format. Vendor shall also provide written notice within twenty-four (24) hours of any unauthorized release, distribution, or other dissemination of any Education Records of EAA or its students. This notice shall include all relevant information, as determined solely by the EAA, such as the date and time of the release, distribution, or dissemination; the name of the person responsible; the name of the person who received the Education Records, if known; and any other information which the EAA may request.

Section 6.5 Criminal History Record Checks.

i. In compliance with MCL §380.1230 through MCL §380.1230h, MCL §380.1535a, and MCL §380.1539b, Vendor hereby consents, warrants, and agrees that it will either: (i) cause any background checks required under state and federal law or this Agreement to be conducted in the form and manner required by law for each of the Personnel who may have direct contact with any EAA student prior to such Personnel having such contact; or (ii) provide all information EAA requires in order to enable EAA to conduct any required criminal history record checks for all Personnel who may have direct contact with any EAA student prior to such Personnel having such contact, including causing such Personnel to provide finger prints for such checks.

ii. In the event that Vendor causes such criminal history record checks to be performed pursuant to Section 6.5(a)(i), Vendor shall provide the results of those background checks to the EAA prior to allowing any of the Personnel to have direct contact with any EAA student.

iii. In the event that a Criminal History Background Check reveals that any proposed Personnel have been convicted of any of the following: a "listed offense" as defined under the Revised School Code; any criminal sexual conduct or controlled substance offense; or any other felony, Vendor shall prevent, and cooperate with the EAA in preventing, such Personnel from performing any Services provided for in this Agreement.

(c) **Criminal History Record Information.** Upon written permission from the EAA, the Vendor may receive criminal history record information ("CHRI") from the department of state police for the purpose of conducting employment background checks on behalf of the EAA as required by state law. CHRI received by Vendor for such purposes is to be maintained and processed in accordance with the Federal Security and Management Control

Outsourcing Standard for Non-Channelers, wherein the EAA would be "Authorized Recipient" and the Vendor would be the "Contractor."

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor. However, in no event shall Vendor be liable for any such claim or action arising out of or resulting from the sole negligence or willful misconduct of EAA.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will

have the power to resolve all disputes between the parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only be a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

Allison O'Neill
EVP & Chief Operating Officer
1585 N. Milwaukee Ave., Suite 2
Libertyville, IL 60048

If to the EAA, to:

Education Achievement Authority
300 River Place
Suite 3600
Detroit, Michigan 48207
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

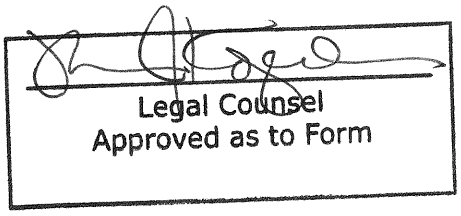
Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

MASTER SERVICES AGREEMENT
SIGNATURE PAGE
OMBUDSMAN EDUCATIONAL SERVICES, LTD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY



By:_____
John William Covington, Ed.D., Ph.D.

Title: Chancellor

Date:_____

OMBUDSMAN EDUCATIONAL SERVICES

By:_____
Mark Claypool

Title: President and CEO

Date:_____

Exhibit A
Ombudsman Program
Alternative Education Services Agreement
Service Order

Section 1. Scope of Service Provided.

Ombudsman provides the District an off-campus program intended to reduce drop-out rates, increase graduation rates, increase attendance levels, improve academic performance for drop-out prevention and offer the District's non-traditional learners a new opportunity to encounter a personalized learning experience different than they encountered in the traditional school setting.

The Ombudsman Program helps students progress through academic and pro social skills by offering differentiated instruction of standards-based curriculum in a technology rich environment to improve success toward course completion, test performance and persistence to graduation.

1.1 **Placement.** Working with Ombudsman, the District identifies students who may benefit from the program. An initial intake interview is conducted with the student, parent, Ombudsman center director and a District representative, if and when necessary. The Ombudsman center director explains the expectations of the program and asks for the student's commitment for participation and success in the program. The parent/guardian is also asked to make a commitment to support the student's effort to succeed in the program.

The District determines credit requirements and projects graduation or promotion, which is reflected in the student's Academic Profile and Course Schedule. Students who are unable to fulfill the referring District's graduation requirements may be eligible at the District's discretion to receive an Ombudsman diploma. The Ombudsman diploma is recognized and accredited as a high school diploma by the Middle States Commission (MSCES), Southern Association of Colleges and Schools (SACS), North Central Association of Schools and Colleges (NCA) and AdvancED Accreditation Commission (AdvancED).

1.2 **Assessment.** Students enrolled in the Ombudsman program will take all required high stakes and end of course assessments. Students are also assessed in reading, writing and mathematics.

1.3 **Instruction.** Each student receives instruction in the courses identified on the Course Schedule utilizing online instructional components, print-based and multimedia resources driven by a standards-based curriculum, small group instruction and, when appropriate, work study, community service and volunteer opportunities. Students are also prepared for high stakes and end of course assessments utilizing targeted test preparation instruction and materials as well as small group instruction. Pro-social skill development through assessment, group discussion, teacher modeling and student role

playing is provided to improve student behaviors in and out of the learning environment.

Building on success, the students begin to improve their self-image and establish realistic academic and life-long goals. As a result of the student's rededication to the process of learning and achieving academic success, the program can provide the student the means to willingly modify his/her behavior in a positive way; including the decision to stay in school in pursuit of a high school diploma.

Students placed in the program by the District for 30 days or less ("Short-term Students") will utilize the District's curriculum.

1.4 Evaluation. Ombudsman will utilize the District's performance assessment series and assessment cycle to monitor student achievement. The District will provide training, material and support for the implementation of this assessment. Instructional strategies, resources and academic and social skill remediation are adjusted as needed to ensure each student meets all requirements of enrollment. Students must demonstrate proficiency in coursework to earn credit. Those credits are issued back to the District.

1.5 Staff. The Ombudsman instructional staff consists of certified teachers who may be supported by instructional assistants, with a minimum of a four-year college degree and/or paraprofessionals. The teaching staff possesses a high degree of professionalism, emotional maturity, general content knowledge, willingness to change instructional strategies, a sense of humor and a passion for teaching the non-traditional student. All personnel hired or assigned by Ombudsman shall be Ombudsman employees for all purposes and not District employees for any purpose. Ombudsman shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, insurance, and all applicable employee and employer taxes; (iii) supervising, evaluating, promoting and disciplining its employees; and (iv) controlling the employees' conduct, including the method by which the employees carry out their work.

The District acknowledges that the Ombudsman staff employed at the learning center is an integral part of Ombudsman's operation and resources developed by Ombudsman over a number of years. Therefore, in consideration of the execution of this Agreement, and for the duration of the agreement, the District agrees that it will not hire, attempt to hire, or solicit for employment the staff of Ombudsman.

If the District believes that the performance or conduct of any person employed or retained by Ombudsman to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, the District will notify Ombudsman, identifying such conduct or performance in writing and provide any such information and support as is necessary to substantiate and sustain any personnel action that is determined to be necessary. Ombudsman shall promptly address the performance or conduct of such person in accordance with Ombudsman's disciplinary

policies. The District may request a meeting with Ombudsman if dissatisfied with the action taken in response to the employee performance or conduct to explore additional action. The District has the right to remove student/s from an employee's supervision when the District determines it to be in the best interests of the student/s. Ombudsman agrees to provide alternative supervision for the student/s impacted by the change.

1.6 Educational Environment. Ombudsman instructional staff members create a positive and nurturing learning environment focused on student success. As relationships are fostered between students and teachers, high expectations are maintained and students learn to take responsibility for their choices. Students are guided by the Ombudsman staff members in goal setting and making positive choices in academics, behavior, and post-secondary planning.

Section 2. Implementation for the District

2.1 Learning Centers. Through consultation with District personnel, Ombudsman will provide two Ombudsman learning centers located in the District that create a positive, professional learning atmosphere. The learning centers meet local zoning requirements and codes to operate the learning centers, and Ombudsman will provide the resources and materials reasonably needed to support the site. The learning centers meet the necessary requirements to serve 300 students from grades 6 through 12 in a four and one-half-hour learning approach.

2.2 Staffing. Ombudsman will provide adequate staff, based upon average daily attendance, to operate the learning center between the hours of 7:00 AM and 5:00 PM, maintaining a student/instructor ratio of approximately 10:1 during the majority of the school day.

2.3 Educational Settings.

2.3.1 Ombudsman will schedule two learning sessions (4.5 hours/session) per day at each learning center as enrollment dictates. To the extent that it is reasonably possible, Ombudsman will balance the learning sessions to maintain approximately 75 students in each session.

2.3.2 If Ombudsman and the District mutually agree, the District may refer additional students beyond the District's initial purchased slots. Billing for these additional slots would be based upon the cost outlined below in Section -3- of this Agreement.

2.3.3 The learning center will operate based on the District's calendar for all school years during the term of this Agreement.

2.3.4 Ombudsman will provide its standards-based curriculum correlated to the Common Core and Michigan State Standards, as the foundation of its academic program. The foundation will be supplemented with other materials to ensure

students work towards meeting District, national and state requirements for graduation and/or promotion.

2.3.5 Ombudsman can serve as the academic component of an Individual Education Plan (IEP) for certain students identified by the District as needing special education services only on the following terms:

(i) The District must have determined and documented that Ombudsman is to serve as the academic component for such referred students. The District, parent and student must acknowledge that such student will be held to the same expectations of the Ombudsman Program related to academic engagement, attendance, consideration for others and learning center general rules, as students enrolled in the Ombudsman Program.

(ii) The District will provide a copy of the student's current IEP which will be maintained as set forth in section 2.7.

(iii) The District may assign a certified special education instructor employed by the District to periodically visit students who have an IEP and are placed in the Ombudsman Program for academic services. The District's certified special education instructor may also work with Ombudsman's instructional staff regarding certain adjustments related to curriculum and instruction, academic services, and behavioral supports that are within Ombudsman's capabilities and general academic strategies.

(iv) Unless otherwise specified within this agreement, the District will be required to provide any consult and/or direct service minutes to students that must be completed by a certified special education teacher as set forth by a student's IEP and/or as required by state and federal mandates to fulfill appropriate special education services, case load requirements and student-special education teacher ratios. Should the District require these services be provided by Ombudsman, the District hereby agrees to discuss the impact these additional services may have on scope of program and pricing.

(v) Additional IEP services required by a student's IEP must be administered by the District.

2.3.6 Should a student demonstrate through actions or behavior while in the learning center that he/she is no longer committed to the program's expectations and despite Ombudsman's staff's reasonable efforts to help the student regain commitment, Ombudsman reserves the right to terminate such student's enrollment. In addition, if a student poses a danger to themselves, other students or staff members, Ombudsman may also terminate such student's

enrollment. Documentation of any such incidents and strategies tried will be provided upon request.

2.4 Reports Ombudsman will provide the District reports, including, but not limited to, the following:

2.4.1 Student attendance on a weekly basis.

2.4.2 Student report cards at the conclusion of the 1st and 3rd quarters and transcripts at the conclusion of the 1st and 2nd semesters.

2.5 Administrative Support Services

2.5.1 The local Ombudsman learning centers will be supported by an Ombudsman operations manager, curriculum and instruction, technology, student services, human resources, training, integrity assurance, financial services and district and public relations teams.

2.5.2 The Ombudsman operations manager, learning center director and other members of the Ombudsman administrative team, as needed, will regularly meet/conference with the District's designated administrative team to review the satisfaction of students, parents and District staff with the program.

2.6 Program evaluation. The program's effectiveness is to be evaluated based upon criteria determined jointly by Ombudsman and the District; provided, however, that data generated from Short-term Student placements will not be included in measuring the overall effectiveness of the program. To facilitate such evaluation, the District agrees to provide data to Ombudsman in a timely manner regarding demographic information, prior academic achievement, transcripts, state achievement test scores and graduation data for students enrolled at an Ombudsman site as well as any data for students that return to the District to measure success after enrollment in the program. Ombudsman will provide a process for collecting such data. Once compiled, Ombudsman will report the results to the District at an agreed upon timeline.

2.7 Data and Records. Ombudsman agrees to maintain student records and data in compliance with all applicable laws and regulations, including all applicable state and federal privacy laws, such as the Family Educational Rights and Privacy Act ("FERPA").

Section 3. Contract Terms

3.1 Contract Period. The initial term of this Agreement shall be for the 2013-2014 school year. The Parties agree to confer in March, 2014 and 2015 to determine whether the contract will be renewed for an additional school year.

3.2 **Costs.** The District's cost will be $1,770,000 or a per slot cost of $5,900 per slot for 300 slots for the 2013-2014 school year.

3.3 **Additional Students.** If additional students are referred pursuant to Section 2.3.2 above, the additional cost will be $450 per student per month or $45 per day for partial months of entry/exit, whichever is less. The cost for additional students shall not exceed $100,000.00 for any school year.

3.4 **Payment Schedule.** 25% of the first year's total cost to be paid in advance by August 15, 2013, and the balance will be invoiced in four equal amounts in September, November, January and March. If this Agreement remains in effect for subsequent school years, the District will be invoiced for the annual payment in four equal amounts in September, November, January and March. Payment is due within thirty days from the date of the invoice.

3.5 The District will be provided with data on slot usage and attendance on a weekly and monthly basis in order to support the effort to keep the slots filled at all times. The District can fill a slot(s) whenever an opening occurs during the academic year.

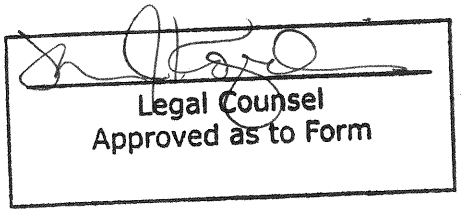
3.6 Slots are the District's commitment to the program and therefore the District should keep the slots filled at all times as billing will be based upon the number of slots purchased.

3.7 The District will be responsible for any state testing that referred students may be required to take each year, student transportation, food services if needed, coordinating any student placement for the work study/community service and/or vocational classes and any social services/counseling required for students whom the District feels would benefit from enrollment at Ombudsman for academic services. Ombudsman will assist the District's implementation of these matters within reasonable parameters.

[Signature Page Follows]

EXHIBIT A
SERVICE ORDER
SIGNATURE PAGE
OMBUDSMAN EDUCATIONAL SERVICES, LTD.

EDUCATION ACHIEVEMENT AUTHORITY



By:_____
J. Wm. Covington, Ed.D., Ph. D.
Its: Chancellor

Date:_____

OMBUDSMAN EDUCATIONAL SERVICES, LTD

By:_____
Mark Claypool
Its: President and CEO

Date:_____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-31
APPROVAL OF MASTER SERVICES AGREEMENT WITH SCHOOL IMPROVEMENT NETWORK

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with the School Improvement Network to provide the Educator Effectiveness System, PD 360, Common Core 360, Observation 360, and consultation and support services giving school leaders tools to assess teacher performance and provide personalized learning opportunities to administrators and teachers that help them become increasingly effective is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Master Services Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Master Services Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

_____
Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this 30th day of June, 2013 ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and School Improvement Network, LLC ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA monthly invoices of Services performed in the previous month. Invoices shall be submitted to: 3022 W. Grand Blvd., Suite 14-652, Detroit, Michigan, 48202, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 45 days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall

work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or

punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the

state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only be a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

School Improvement Network, LLC
32 West Center Street
Midvale, Utah 84047

If to the EAA, to:

Education Achievement Authority
3022 W. Grand Boulevard
Suite 14-652
Detroit, Michigan 48202
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

By:_____
John William Covington, Ed.D., Ph.D.

Title:_____
Chancellor

Date:_____

Legal Counsel
Approved as to Form

SCHOOL IMPROVEMENT NETWORK, LLC

By:_____
Chris M. Nielsen

Title: VP and Chief Financial Officer

Date: July 30, 2013

Exhibit A (Amended)

Proposed Confidential Pricing Agreement

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

SCHOOL IMPROVEMENT NETWORK
Practical • Measurable • Scalable

Confidential Pricing Agreement

July 1, 2013

Educator Effectiveness System ("EES"), PD 360, Common Core 360, and Observation 360 Purchase and Pricing Agreement for Education Achievement Authority

EES is a suite of products that utilize web-based, on-demand professional learning resources that support you in the establishment of a systemic, job-embedded program that emphasizes classroom implementation. Full use and implementation of EES may take time; therefore, this proposal is your assurance of pricing for at least one years to promote proper implementation and maximum return on investment. Additionally, Observation 360 is a handheld observation tool that is tightly integrated with PD 360 and is built for the iPad or iPod Touch and also is available as a laptop web-based application. It is designed to allow instructional leaders to perform effective classroom walkthroughs and have all the data sent to PD 360 upon completion of the observation.

EES Annual Licensing Pricing - Valid for 45 Days

A site license includes unlimited access for every staff member in each site to:

- The teacher and leadership pedagogy library ("PD 360 Core") that is part of the PD 360 Annual License. Common Core 360 content and Observation 360 are included as part of the "PD 360 Core" license.
- Technical support.
- Content additions twice a year, with content released in January and additional content released in July. For complete details of upcoming content, visit
- Program software updates related to the pedagogy library.
- Facilitator guides, reporting, and administrative functionality.
- Access to the free community, groups, and colleague applications; participation in groups that require additional fees for participation are not included.

Description	Unit Price	Quantity	Extended Price
Educator Effectiveness System -(PD 360, CC 360, OBS 360, LumiBook)	$10,000	15	$150,000.00
Senior Coach Manager	$150,000	1	$150,000.00
Coaches	$110,000	1	$110,000.00
Implementation Specialist	200,000	2	$400,000.00
Learning & Assessment Support/360	$7.00	10,000	$70,000.00
Custom Content Production-On Demand Implementation Videos (Student/Classroom Videos)	$10,000	1	$10,000.00
Customer Platform Development & On Demand PD Development Suite (PD 360, Common Core, OBS 360)	$150,000	1	$150,000.00
Tech Support	$65,000	1	$65,000.00
Total invoice			$1,105,000.00

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

Mission Critical Needs

Please list the top three Mission Critical Needs that EES is expected to address.

1. General Classroom Instruction

2. Teacher Evaluation and Support

3. Assessment/DDDM

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32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

SCHOOL IMPROVEMENT NETWORK
Practical • Measurable • Scalable

EES Licensing

Term

The initial term of this Agreement shall begin, at the earliest, on the signing of this agreement, or the date a purchase order is received by SINET in the amount stated above, and shall continue for a period of one (1) 12 month Term (the "Initial Term").

Termination

Years following the current term may be terminated without liability to the Customer when it is deemed to be in the best interest of the Customer to so act. Notification of termination must be in writing and issued by Customer's or authorized representative. Subsequent years' termination notices must be received no later than thirty (30) days prior to the end of the then current Term. All usage of PD 360 content in any form, whether through PD 360 or through any other means, is under a non-exclusive license that terminates upon termination of the Agreement. Notice of termination should be sent to: PD 360 Licenses, School Improvement Network, 32 West Center Street, Midvale, UT 84047; or faxed to 801-566-6885.

Requested Service Availability Date

Contract renewal effective July 1, 2013

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

SCHOOL IMPROVEMENT NETWORK
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Purchase and Pricing Agreement

THIS PURCHASE AND PRICING AGREEMENT (the "Agreement") for access to EES is entered into as of June 13, 2013 (the "Effective Date") between the SCHOOL IMPROVEMENT NETWORK, INC. (SINET), a Utah corporation, and **Education Achievement Authority.**

Payment and Invoicing Terms

Invoicing Terms are Net 30. Delinquent balances will be assessed finance charges at the annual rate of 18%.

Invoicing Information

Shipping Information

Name:	Mary Esselman
Title:	Deputy Chancellor, Instructional Support & Educational Accountability
Address:	3022 West Grand Boulevard, Suite 14-652
City:	Detroit
State:	Michigan
Country:	USA
ZIP Code:	48202
Phone:	(313) 456-3010
Email:	

Billing Information Check here if same as shipping ___X___

Name:	
Title:	
Address:	
City:	
State:	
Country:	
ZIP Code:	
Phone:	
Email:	

Tax Exemption Certificate Please include state sales tax exemption certificate when submitting this document. **If certificate is not present, sales tax will be assessed.**

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

SCHOOL IMPROVEMENT NETWORK
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Send purchase order or check to:

Accounts Receivable
School Improvement Network
32 West Center Street
Midvale, UT 84047

Agreed and accepted:

This Purchase and Pricing Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date by Education Achievement Authority and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

I understand that by signing this agreement, Education Achievement Authority is agreeing to purchase EES per the pricing in this agreement.

Education Achievement Authority will purchase via (Check the desired option):

_____Purchase Order Number: _____

_____Purchase Order Number will be mailed within fourteen days

_____Check will be mailed within fourteen days

Education Achievement Authority

Signature:_____Date_____

Name:_____

Title:_____

School Improvement Network

Signature:_____Date_____

Name:_____

Title:_____

Legal Counsel
Approved as to Form

School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

SCHOOL IMPROVEMENT NETWORK.
Practical • Measurable • Scalable

Sole Source Provider

Lewis Co. C-1
PO Box 366
Ewing, MO [Field: billing_postal_code]

HOLLAND&HART

Janna J. Lewis
Of Counsel
Phone 801-799-5937
Fax 801 799-5700
jjlewis@hollandhart.com
77741.0020

February 4, 2012

Re: SOLE SOURCE OF PURCHASE

To Whom It May Concern:

School Improvement Network has developed software entitled "PD 360°", "Observation 360", "Common Core 360", "LiveBook", and "LivePlanner", each of which may only be purchased from School Improvement Network. Furthermore, the following products when integrated with PD 360°—may also only be purchased from School Improvement Network: "thereNow" cameras and software with PD 360° integration, and "Brain Honey and Buzz" with PD 360° integration. School Improvement Network and its affiliates own a portfolio of copyrights, patents, and trademarks protecting the Intellectual Property associated with PD 360°, Observation 360, Common Core 360, LiveBook, LivePlanner, thereNow integration, and BrainHoney and Buzz integration, and associated video programs, examples of which Intellectual Property holdings are attached for convenient reference. These products have not been licensed to third parties for distribution, and unauthorized use is policed and prohibited. The software entitled PD 360°, Observation 360, Common Core 360, LiveBook, LivePlanner, thereNow with PD 360° integration, and Brain Honey and Buzz with PD 360° integration, separately and in combination, provide training that meets the needs of educators. There are no alternative available sources in the market that integrate the PD 360° software product with the Common Core 360, Observation 360, LiveBook, LivePlanner, thereNow, Brain Honey and Buzz, unless purchased directly from School Improvement Network. School Improvement Network is the sole source vendor for PD 360°, Observation 360, Common Core 360, LiveBook, LivePlanner, thereNow with PD 360° integration, and BrainHoney and Buzz with PD 360° integration, and for all of the video programs associated with PD 360° and Observation 360.

Very truly yours,

Janna J. Lewis
Of Counsel
Holland & Hart LLP

Please return to:
School Improvement Network
32 West Center Street
Midvale, UT 84047

Toll-free phone: 800-572-1153
Toll-free fax: 888-566-6888

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-32
APPROVAL OF MASTER SERVICES AGREEMENT
WITH
ALEKS CORPORATION

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with ALEKS Corporation to provide professional development and technical support during the 2013-2014 school year to facilitate the implementation of the ALEKS software, a supplemental math program for grades 3 through 12 is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Master Services Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Master Services Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

_____
Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this 30th day of July, 2013 ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and ALEKS Corporation, a Delaware company ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA monthly invoices of Services performed in the previous month. Invoices shall be submitted to: 300 River Place, Suite 3600, Detroit, Michigan, 48207, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 45 days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall

work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

Section 6.4 FERPA Compliance.

(a) Each of the Parties hereby understands and agrees that the EAA is in direct control of the Vendor with respect to the receipt, use, and non-disclosure of student education records (hereinafter "Education Records"), as those records are defined in the Family Education Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (hereinafter "FERPA"), and shall comply with all EAA policies, direction, and requests with respect to the handling of student Education Records. Each of the Parties further warrants that it will comply with all relevant law regarding the protection and non-disclosure of Education Records, including, but not limited to the FERPA and its implementing regulations.

(b) Vendor warrants that it will cause each of its employees, officers, directors, agents, contractors, or any other individual associated with Vendor (the "Personnel") who may have access to Education Records to legally bind themselves to the confidentiality standards contained in FERPA and this Agreement.

(c) Vendor shall ensure that any Education Records which may contain highly sensitive information, including, but not limited to social security numbers, driver's license or state id numbers, financial information, and student lists, are encrypted (i) during transmission, whether sent by email, fax, or through any other digital or electronic download or transmission, and (ii) when stored in any format. Vendor shall also provide written notice within twenty-four (24) hours of any unauthorized release, distribution, or other dissemination of any Education Records of EAA or its students. This notice shall include all relevant information, as determined solely by the EAA, such as the date and time of the release, distribution, or dissemination; the name of the person responsible; the name of the person who received the Education Records, if known; and any other information which the EAA may request.

Section 6.5 Criminal History Record Checks.

i. In compliance with MCL §380.1230 through MCL §380.1230h, MCL §380.1535a, and MCL §380.1539b, Vendor hereby consents, warrants, and agrees that it will either: (i) cause any background checks required under state and federal law or this Agreement to be conducted in the form and manner required by law for each of the Personnel who may have direct contact with any EAA student prior to such Personnel having such contact; or (ii) provide all information EAA requires in order to enable EAA to conduct any required criminal history record checks for all Personnel who may have direct contact with any EAA student prior to such Personnel having such contact, including causing such Personnel to provide finger prints for such checks.

ii. In the event that Vendor causes such criminal history record checks to be performed pursuant to Section 6.5(a)(i), Vendor shall provide the results of those background checks to the EAA prior to allowing any of the Personnel to have direct contact with any EAA student.

iii. In the event that a Criminal History Background Check reveals that any proposed Personnel have been convicted of any of the following: a "listed offense" as defined under the Revised School Code; any criminal sexual conduct or controlled substance offense; or any other felony, Vendor shall prevent, and cooperate with the EAA in preventing, such Personnel from performing any Services provided for in this Agreement.

(c) **Criminal History Record Information.** Upon written permission from the EAA, the Vendor may receive criminal history record information ("CHRI") from the department of state police for the purpose of conducting employment background checks on behalf of the EAA as required by state law. CHRI received by Vendor for such purposes is to be maintained and processed in accordance with the Federal Security and Management Control Outsourcing Standard for Non-Channelers, wherein the EAA would be "Authorized Recipient" and the Vendor would be the "Contractor."

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to

EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other

agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed

to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only be a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

ALEKS Corporation
Attn: Leslie Fehr, Implementation and Professional Development Manager
15460 Laguna Canyon Road
Irvine, CA 92618

If to the EAA, to:

Education Achievement Authority
300 River Place
Suite 3600
Detroit, Michigan 48207
Attention: Chancellor's Office

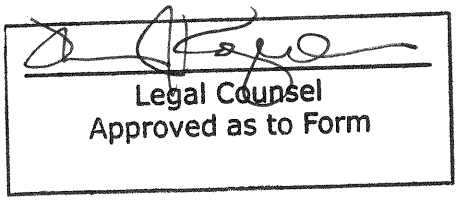
All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

MASTER SERVICES AGREEMENT
SIGNATURE PAGE
ALEKS CORPORATION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.



EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D., Ph.D.

Title:_____
Chancellor

Date:_____

ALEKS CORPORATION

By:_____
Michael J. Rizzo

Title:_____
Chief Operating Officer and General Counsel

Date:_____

Exhibit A

Service Order

Vendor shall provide six-thousand five-hundred ten (6,510) subscriptions (August 1, 2013 through July 31, 2014) to ALEKS software to the EAA for the total cost of **$237,150.00.**

In addition, Vendor shall provide an ALEKS Implementation Consultant for two-hundred twenty-five days of professional development and support, who will serve as ALEKS Corporation's liaison to the EAA and as the primary resource to the EAA regarding the ALEKS software. Services provided include, but are not limited to, the following:

- Designing, delivering, and managing customized training and professional development sessions on ALEKS software across all EAA schools;
- Monitoring ALEKS software usage and providing implementation status updates and suggestions on implementation improvements to EAA administrators;
- Providing coaching and training support to teachers on ALEKS software features;
- Providing technical assistance regarding ALEKS software, including troubleshooting issues related to ALEKS implementations;
- Coordinating with EAA staff to ensure effective implementation and usage of ALEKS software;
- Working with EAA to improve ALEKS implementations as needed;
- Gathering, synthesizing, and sharing feedback from EAA with ALEKS Corporation.

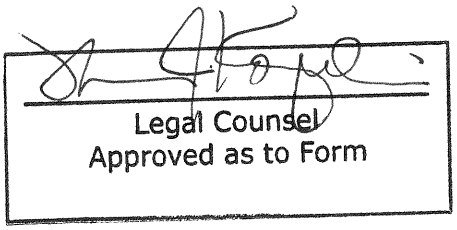
The fee for all Consultant services is **$120,000.00** for the period of August 1, 2013 through July 31, 2014.

The combined total fee for subscriptions and Consultant services for the period of August 1, 2013 through July 31, 2014 is **$357,150.00**.

Fees for subsequent years (if any) will be determined as mutually agreed upon by the parties.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A
SERVICE ORDER
SIGNATURE PAGE
ALEKS CORPORATION



EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D.
Its: Chancellor

Date:_____

ALEKS CORPORATION

By:_____
Michael J. Rizzo
Its: Chief Operating Officer and General Counsel

Date:_____

Date:_____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-33
APPROVAL OF MASTER SERVICES AGREEMENT WITH ENVISIONS EDUCATION, INC. TO PROVIDE PERFORMANCE ASSESSMENT PROFESSIONAL DEVELOPMENT

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement for Envision Education, Inc. to provide performance based assessment professional development for the 2013-2014 school year is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Master Services Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Master Services Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this 31st day of July, 2013 ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and Envision Education Inc. (dba Envision Learning Partners) ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A.** Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA monthly invoices of Services performed in the previous month. Invoices shall be submitted to: 3022 W. Grand Blvd., Suite 14-652, Detroit, Michigan, 48202, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 45 days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall

work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

Section 6.4 FERPA Compliance.

(a) Each of the Parties hereby understands and agrees that the EAA is in direct control of the Vendor with respect to the receipt, use, and non-disclosure of student education records (hereinafter "Education Records"), as those records are defined in the Family Education Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (hereinafter "FERPA"), and shall comply with all EAA policies, direction, and requests with respect to the handling of student Education Records. Each of the Parties further warrants that it will comply with all relevant law regarding the protection and non-disclosure of Education Records, including, but not limited to the FERPA and its implementing regulations.

(b) Vendor warrants that it will cause each of its employees, officers, directors, agents, contractors, or any other individual associated with Vendor (the "Personnel") who may have access to Education Records to legally bind themselves to the confidentiality standards contained in FERPA and this Agreement.

(c) Vendor shall ensure that any Education Records which may contain highly sensitive information, including, but not limited to social security numbers, driver's license or state id numbers, financial information, and student lists, are encrypted (i) during transmission, whether sent by email, fax, or through any other digital or electronic download or transmission, and (ii) when stored in any format. Vendor shall also provide written notice within twenty-four (24) hours of any unauthorized release, distribution, or other dissemination of any Education Records of EAA or its students. This notice shall include all relevant information, as determined solely by the EAA, such as the date and time of the release, distribution, or dissemination; the name of the person responsible; the name of the person who received the Education Records, if known; and any other information which the EAA may request.

Section 6.5 Criminal History Record Checks.

(a) In compliance with MCL §380.1230 through MCL §380.1230h, MCL §380.1535a, and MCL §380.1539b, Vendor hereby consents, warrants, and agrees that it will either: (i) cause any background checks required under state and federal law or this Agreement to be conducted in the form and manner required by law for each of the Personnel who may have direct contact with any EAA student prior to such Personnel having such contact; or (ii) provide all information EAA requires in order to enable EAA to conduct any required criminal history record checks for all Personnel who may have direct contact with any EAA student prior to such Personnel having such contact, including causing such Personnel to provide finger prints for such checks.

(b) In the event that Vendor causes such criminal history record checks to be performed pursuant to Section 6.5(a)(i), Vendor shall provide the results of those background checks to the EAA prior to allowing any of the Personnel to have direct contact with any EAA student.

(c) In the event that a Criminal History Background Check reveals that any proposed Personnel have been convicted of any of the following: a "listed offense" as defined under the Revised School Code; any criminal sexual conduct or controlled substance offense; or any other felony, Vendor shall prevent, and cooperate with the EAA in preventing, such Personnel from performing any Services provided for in this Agreement.

(c) **Criminal History Record Information.** Upon written permission from the EAA, the Vendor may receive criminal history record information ("CHRI") from the department of state police for the purpose of conducting employment background checks on behalf of the EAA as required by state law. CHRI received by Vendor for such purposes is to be maintained and processed in accordance with the Federal Security and Management Control Outsourcing Standard for Non-Channelers, wherein the EAA would be "Authorized Recipient" and the Vendor would be the "Contractor."

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information

relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its

own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes,

including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only be a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

Envision Education
111 Myrtle Street, Suite 203
Oakland, California 94607
Attention: Envision Learning Partners

If to the EAA, to:

Education Achievement Authority
300 River Place
Suite 3600
Detroit, Michigan 48207
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

MASTER SERVICES AGREEMENT
SIGNATURE PAGE
ENVISION EDUCATION, INC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

Legal Counsel
Approved as to Form

By:_____
J. Wm. Covington, Ed.D., Ph. D.
Its: Chancellor

Date:_____

ENVISION EDUCATION, INC.

By: Bob Lenz
Robert (Bob) Lenz
Its: Chief Executive Officer

Date: July 31, 2013

Exhibit A

Service Order

ENVISION
LEARNING PARTNERS *Inspiring Results*

Envision Learning Partners and Education Achievement Authority

Partnership 2013-14

Building the Capacity of Coaches and Developing Leaders.

Outcomes of ELP-EAA Partnership 2013-2014

As we enter into the second year of partnering with EAA, the following goals have been determined.

- **All schools implement high quality defense systems that provide opportunities for students to demonstrate their proficiency of the graduate profile.**
- **All students compile portfolios of proficient work.**
- **All teachers design high quality performance assessment tasks.**
- **All teachers use best instructional practices to implement high quality performance assessment tasks.**

To achieve these goals, Envision Learning Partners (ELP) will focus on building the capacity of Education Achievement Authority district leaders, principals, and coaches through cohort Professional Development throughout the year. This means that ELP will work specifically with school principals and coaches to build their capacity and understanding of the content and concepts so that they can effectively support teachers at their individual schools through timely and contextualized support.

ELP will continue to support the six High Schools; Central, Denby, Henry Ford,hout Mumford, Pershing, and Southeastern that were supported during 2012-2013 and build understanding through active participation in ELP on-site professional development, virtual follow up support, and co-planning and facilitation of professional development for individual schools and / or school cohorts.

The work for 2013-2014 focuses on implementation of the Student Portfolio Defense systems and builds upon the understanding of, and the ability to create, performance assessment developed during ELP Professional Development 2012-2013. Due to the larger scope of work this year, ELP

will use multiple coaches to facilitate the onsite PD and provide continued support for its implementation.

Throughout the year, on-site professional development will be provided for EAA leaders, principals, coaches and teachers. This will be followed up with coaching to build content knowledge and capacity in order to provide quality support to all teachers in their schools as they work towards the implementation of Student Portfolio Defense by end of school year 2014. A guided reflection process will be used to regularly assess the impact of the work of each coach and determine the next steps for each school.

In addition, ELP will support schools in becoming demonstration schools within EAA to support implementation of the model to other EAA schools in following years.

Professional Development during 2013-2014 will focus on the following Guiding Question and Long Term Learning Targets.

Guiding Question

- How do we know what our students know?

Long Term Learning Target.

We can **implement** a high quality student portfolio defense system.

Supporting Learning Targets

a. We can **create** a high quality Graduate Profile.
b. We can **describe** the criteria and characteristics for a high quality student portfolio defense system.
c. I can **describe** the role and purpose of a student portfolio defense system.
d. We can **create** a student portfolio defense system.
e. We can **calibrate** the scoring of defense across all EAA high schools.
f. I can **use** protocols, practices, and tools to support students implementing a student portfolio defense system.
g. I can **design** high quality performance assessments.

Details of learning targets.

Designing Graduate Profiles

- What do students need to know?
    - Identify / Develop high quality outcomes
    - Effective use of rubrics
    - Crafting quality learning targets **(Focus during 2012-2013)**
    - Development of high quality assessments **(Focus during 2012-2013)**

- How will students demonstrate what they know?

- Creating Performance Assessments that are **(Focus during 2012-2013)**
  - Meaningful
  - Authentic
  - Public
  - Innovative

- How do we get Better?
  - Analyzing models and exemplars
  - Critique, self-assessment, reflection and feedback
  - Practice and rehearsal

Designing the Defense System

- What are your outcomes for students?
- What is the core of your design?
- What does the final moment look like?
- What are the building blocks that lead up to this moment?
- What are the tools and how do they connect?
- How does this scaffold over 4 years?

Scope of the work

1. Aligning Outcomes

- A Needs Assessment will be conducted for each High School with EAA at the beginning of the school year to establish present levels of implementation and help determine goals for the year for each school that align to the district goals and expectations. These will be conducted three times throughout the year to monitor implementation and to make informed decisions about next steps.
  It is intended that each Needs Assessment will be conducted in conjunction with school leaders. ELP will analyze the Needs Assessment(s) in order to make informed decisions about goals in relation to existing practices and implementation and create a work-plan for each school for the 2013-2014year that includes:
  - Target(s) (end results and expectations)
  - Roles and responsibilities of principal, coaches, teachers and ELP staff to support meeting the target(s).
  - Identification of systems and structures that are in place to support meeting the target(s)
  - Professional Development dates, provider, content and outcomes.
  - Identification of additional support needed by teachers and provider (principal, coach, external) etc.
  - Dates for support for coaches from Envision Learning Partners:
    - Onsite
    - Virtual (via phone, Skype or similar)

2. Support for school leaders and coaches.

- Onsite Professional Development will be provided for the cohort of EAA leaders, principals, and coaches EAA high schools throughout the year in order to build knowledge of defense systems and high quality portfolios through:
    - **Seven** 3-day training sessions throughout the year; June 30th 2013 – July 1st 2014
    - **One** 3-day celebration of learning in June 2014 that includes reflection of the year and goal setting for 2014-2015.

        - **Day 1 of 3-day cycle**
            - Learning new content and concepts through ELP facilitated whole group professional development.

        - **Day 2 and 3 of 3-day cycle**
            - Debriefing the professional development.
            - Application to EAA and individual school sites.
            - Coaching sessions with individual school coaches to plan next steps and support implementation of the new learning.
            - Review of work plans / PD calendars.

- Additional support EAA Leaders, Principals, and coaches through:
    - Follow-up coaching and support provided for individual schools' leadership and coaches in the design of school specific professional development.
    - Follow-up coaching and support provided for individual schools' leadership and coaches through looking at teacher work resulting from school specific professional development.
    - Introduction and facilitation of 'Instructional Rounds' (based on the work of Richard Elmore) for cohort (principals, coaches, teacher leaders).
    - Observation and feedback of school Professional Development facilitated by school leaders, coaches, or teachers and / or individual coaching with feedback.
    - Observation and feedback of school level coaching by school leaders, coaches, or teachers

- Virtual support to work with individual coaches and/or small cohorts of coaches and school leaders to maximize the transfer of new learning from Professional Development through a variety of social media such as:
    - Email.
    - Telephone. Regular updates from coaches and school leaders in relation to:
    - Skype, Google-Hang Out, Fuse, Go-To Meeting, Webinars etc.

2a. Benchmarks for ELP Professional Development.

	Measure How do we define success?	**Benchmark** How will we track progress?
Supporting Learning Targets We can **create** a high quality Graduate Profile.	District-wide Graduate profile meets the criteria for high quality (as defined by ELP / Envision Schools)	• September 2013 – Assessment of existing Graduate profile. Using Needs assessment, • November 2013 – Creation of Graduate profile.
We can **describe** the criteria and characteristics for a high quality student portfolio defense system.	9th and 10th grade teachers and students at EAA High Schools can verbalize / communicate / articulate the criteria for defense	• December 2013 – All 9th and 10th grade teachers at EAA high schools can articulate Graduate profile • March 2014 - All 10th grade students at EAA high schools can articulate Graduate profile.
I can **describe** the role and purpose of a student portfolio defense system at EAA schools.	9th and 10th grade teachers at EAA High Schools can verbalize / communicate / articulate the role and purpose of a student portfolio defense system.	• September 2013 – Teachers can describe the purpose (the why) of defense. (PD reflection) • October 2013 – Teachers can describe the EAA defense system (the what). (PD reflection) • December 2013 – Students at EAA schools can describe the why and the what of Defense (classroom walkthroughs)
We can **create** a student portfolio defense system.	All schools implement high-quality defense systems that provide opportunities for students to demonstrate their proficiency of the graduate profile. All students compile portfolios of proficient work.	• September 2013 – Needs Assessment. • October / November 2013 – Draft of Defense System • December 2013 – System rolled out to all schools. • May 2014 – Needs Assessment
We can **create** a district wide Defense agenda	High quality district wide defense agenda.	• September 2013 – Review existing EAA and ES agendas. Identify strengths and next steps. • October 2013 – Revision of Defense agendas against criteria. • November – Rollout of Defense agendas.

We can **calibrate** the scoring of defense across all EAA high schools.	Teachers are aligned in scoring defenses within schools and across the district. Teachers identify and document sufficient and accurate evidence for each indicator on the rubric to support the level of proficiency determined.	• December – Calibration of defenses for school leaders and coaches using pre-recorded defense. • December – Calibration of defenses for teachers using pre-recorded defense. • February – Live defense for calibration of defenses for school leaders and coaches using EAA student(s) • February – Live defense for calibration of defenses for school teachers using EAA student(s) • April – EAA student rehearsal defense calibration – leaders and teachers – with feedback to students.
I can **use** protocols, practices, and tools to support students implementing a student portfolio defense system. • Portfolio content requirements • Cover letter guidelines • Performance assessments • Rubrics • 21st century leadership skills • Defense agenda • Defense evidence note-catcher	Teachers articulate when and how protocols, practices, and tools are used to support the defense. Students articulate when and how protocols, practices, and tools are used to support the defense.	• January 2014 – Needs assessment January 2014 - Teacher lesson plans. • January 2014 - Teacher reflections. • February 2014 - Student reflection journals • May 2014 – Needs Assessment
I can **design** high quality performance assessments	All teachers design high quality performance assessment tasks.	(Ongoing assessment for longitudinal data collection.) • September 2013. – Performance Assessment plans against ELP criteria. • January 2014. - Performance Assessment plans against ELP criteria.

		• May 2014 - Performance Assessment plans against ELP criteria.
I can **implement** high quality performance assessments	All teachers use best instructional practices to implement high quality performance assessment task.	(Ongoing assessment for longitudinal data collection.) • September 2013. Classroom Walkthroughs, and Needs Assessment. • January 2014. Classroom Walkthroughs, and Needs Assessment. • May 2014 Classroom Walkthroughs, and Needs Assessment.

2b. Benchmark Calendar

Date	Benchmark
August 2013	
September 2013	• Needs Assessment. (1) • Survey Monkey. • Assessment of existing Graduate profile. • Teachers can describe the purpose (the why) of defense. • Review existing EAA and ES agendas. Identify strengths and next steps.
October 2013	• Teachers can describe the EAA defense system (the what). • Draft of Defense System. • Revision of Defense agendas
November 2013	• Creation of Graduate profile. • Rollout of Defense agendas.
December 2014	• All 9th and 10th grade teachers at EAA high schools can articulate Graduate profile. • Students at EAA schools can describe the why and the what of Defense. • System rolled out to all schools. • Use video for calibration of defenses for school leaders and coaches.
January 2014	• Needs Assessment (2). • Survey Monkey – Data Collection. • Teacher lesson plans. • Teacher reflections.
February 2014	• Live defense for calibration of defenses for school leaders and coaches. • Live defense for calibration of defenses for schoolteachers. • Student reflection journals.
March 2014	• All 10th grade students at EAA high schools can articulate Graduate profile.
April 2014	• EAA student rehearsal defense calibration – leaders and teachers – with feedback to students.

May 2014	• Needs Assessment (3). • All 10th grade students present benchmark defense.
June 2014	• Defense implementation reflection and debrief. All teachers, school leaders. • Survey Monkey – Data Collection
July	• Collation of needs Assessment and Survey Monkey data • Report to EAA on

3. Support for EAA Leaders

- **Onsite professional development**
  - Develop instructional vision and culture building
  - Provide Professional Development content.
  - Provide feedback on the work with school leaders and coaches
  - Provide feedback on the work with individual schools: school leaders and coaches
  - Identify next steps.

- **Follow up with district leaders to:**
  - Provide content information from Professional Development with school leaders and coaches
  - Provide updates of coaching with school leaders and coaches
  - Plan upcoming events

- **Virtual support** to maximize the transfer of new learning from Professional Development through a variety of social media such as;
  - Email.
  - Telephone. Regular updates from coaches and school leaders in relation to:
  - Skype, Google-Hang Out, Fuse, Go-To, Webinars etc.

Additional services

Schools requiring support from ELP to achieve their individual goals can purchase additional services. Time will be allocated to help identify meaningful end results and services needed to achieve these. It is understood that these additional services will be funded by the individual schools, and not by district.

Summary

The proposal provides a total of **76 days** of service through:

- Needs assessment and creation of work-plan with each EAA High School
- 42 on site professional development days
- 6 reflection and goal setting days
- 14 days of 1 virtual follow-up / coaching
- 14 days of preparation

Client: Education Achievement Authority
Detroit, Michigan

ENVISION LEARNING PARTNERS *Inspiring Results*

Dates: July 1, 2013 – June 30, 2014

Goals:

All schools implement high quality defense systems that provide opportunities for students to demonstrate their proficiency of the graduate profile.

All students compile portfolios of proficient work.

All teachers design high quality performance assessment tasks.

All teachers use best instructional practices to implement high quality performance assessment tasks.

Travel Assumptions	Onsite Days per Trip	Travel Cost per Trip
1) Rates are per trainer.	2	$ 1,500
2) We will invoice these travel rates. If actual travel expenses vary by more than 10%, we will invoice actual expenses (up to contract maximum).	3	$ 1,750
	4	$ 2,000

Service	Deliverables	Estimated Dates	Service Fees				Travel	Fees plus Travel
	What we will provide	When/ How Often	Days per trainer	# of trainers	Daily Rate per trainer	TOTAL FEES	See rates above	TOTALS
On-Site Workshops/ Coaching	Onsite PD and coaching. Includes preparation of professional development, facilitation of on-site professional development, onsite coaching and up to one day of virtual follow-up. Includes check-ins with EAA District Office.	September	5	2	$ 2,000	$ 20,000	$ 3,500	$ 23,500
	See above	October	5	2	$ 2,000	$ 20,000	$ 3,500	$ 23,500
	See above	December	5	2	$ 2,000	$ 20,000	$ 3,500	$ 23,500
	See above	February	5	2	$ 2,000	$ 20,000	$ 3,500	$ 23,500
	See above	April	5	2	$ 2,000	$ 20,000	$ 3,500	$ 23,500
	See above	May	5	2	$ 2,000	$ 20,000	$ 3,500	$ 23,500
	See above	June	5	2	$ 2,000	$ 20,000	$ 3,500	$ 23,500
		Subtotals	35	days per trainer		$ 140,000	$ 24,500	$ 164,500
Needs Assessment/ School Work Plans	Initial Needs-Assessment and creation of work plan for each school.		3	2	$ 1,250	$ 7,500	$ 3,500	$ 11,000
		Subtotals	3	days per trainer		$ 7,500	$ 3,500	$ 11,000
GRAND TOTALS			38 days	per trainer	76 TOTAL DAYS	$ 147,500 FEES	$ 28,000 TRAVEL	$ 175,500 TOTAL

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-34
APPROVAL OF SERVICES AGREEMENT WITH
SAS INSTITUTE INC. FOR
CONSULTANT SERVICES AND ANALYSIS OF STUDENT DATA

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Services Agreement with SAS Institute Inc., ("SAS") to provide a consultant that shall use SAS software products to provide EVAAS analyses and web reporting showing analyses of student achievement data for summative and formative use from test data; all Reports will be presented to the EAA of Michigan via electronic media; SAS provides a limited license to its Web Site (as defined in the attached Web Delivery Addendum) to access any Reports delivered to the EAA of Michigan is approved by the Executive Committee of the Authority as the governing body of the Authority ;

2. That the Chancellor of the Authority is authorized to execute the Master License and Services Agreement with SAS on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

_____
Legal Counsel
Approved as to Form

SAS Institute Inc.
World Headquarters
SAS Campus Drive ☐ Cary, NC 27513 USA
Tel: (919) 677 8000 ☐ Fax: (919) 677 4444
http://www.sas.com

NONDISCLOSURE AGREEMENT

("Agreement")

Effective as of the last dated signature below, **Education Achievement Authority of Michigan,** 3022 West Grand Blvd., Suite 14-652, Detroit, MI 48202 ("Customer") and **SAS Institute Inc.**, 100 SAS Campus Drive, Cary, North Carolina 27513 ("SAS") agree that the following terms and conditions apply when either party ("Discloser") discloses Confidential Information as described below to the other party ("Recipient").

1. **PURPOSE OF DISCLOSURE.** The parties will use the Confidential Information solely to perform certain EVAAS services, which are set forth in more detail on the Specification Form attached hereto as Exhibit A ("Purpose").

2. **DESCRIPTION OF CONFIDENTIAL INFORMATION.** "Confidential Information" means oral, written or electronic information provided to Recipient in furtherance of the Purpose. Discloser will use reasonable efforts to disclose only information Recipient needs to accomplish the Purpose. No proprietary source code will be disclosed under this Agreement.

3. **TERM.** This Agreement shall be in effect until the earlier of either (i) three (3) months from its effective date, or (ii) the effective date of the EVAAS Service Agreement attached hereto as Exhibit A, which agreement has been separately negotiated and reviewed by the parties. Upon expiration of this Agreement, or earlier if requested by Discloser, Recipient shall destroy the Confidential Information and any copies thereof, provided that Recipient may retain one copy of the Confidential Information in its archives for purposes of verifying compliance with the terms of this Agreement. Provisions which by their nature are continuing shall survive termination of this Agreement.

4. **CONFIDENTIALITY PERIOD.** Confidential Information continues to be subject to this Agreement for five (5) years following its expiration.

5. **RECIPIENT'S OBLIGATIONS.** A. Use. Recipient will use the same care to avoid disclosure of the Confidential Information as Recipient uses with its own similar Confidential Information, but not less than reasonable care. Recipient may disclose Confidential Information to (i) employees and contractors of Recipient and its affiliates who have a need to know and (ii) any other party with Discloser's prior written consent. Recipient shall not remove any proprietary, copyright, trade secret or other legend from the Confidential Information. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without written authorization of Discloser, except as is reasonably required to accomplish the Purpose. B. Notice. Should Recipient become aware of any breach of this Agreement, Recipient will (i) immediately notify Discloser of same; (ii) take all reasonably necessary steps to prevent further unauthorized disclosure and/or use; and (iii) cooperate with Discloser in its efforts to secure the Confidential Information and protect Discloser's proprietary rights therein. In the event the Confidential Information must be disclosed pursuant to judicial order or requirement of law, Recipient shall make reasonable efforts to notify Discloser of such order or requirement.

6. **EXCEPTIONS.** No obligation of confidentiality applies to any Confidential Information that (a) Recipient knew prior to disclosure; (b) Recipient independently developed; (c) is made public by Discloser; or (d) is disclosed with Discloser's prior written approval.

7. **TITLE.** Discloser shall retain title to the Confidential Information, and all copies thereof. Except for the limited use of the Confidential Information authorized herein, Discloser grants Recipient no copyright, patent, trademark, trade secret or other intellectual property rights.

8. **DISCLAIMER. Discloser is providing the Confidential Information "As Is".** Discloser will not be liable for any damages arising out of the use of the Confidential Information, regardless of Recipient's use of or reliance upon the Confidential Information.

9. **BREACH.** Because of the nature of the Confidential Information, Discloser shall have the right to seek equitable relief to enforce any right arising hereunder or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any available legal relief. Such equitable relief may include, but is not limited to, the seeking of an injunction, restraining order or order for specific performance and may be sought in any appropriate court. Notwithstanding anything else herein to the contrary, SAS' total liability for damages of any kind, including direct damages, for any breach under this Agreement shall not exceed the total amount of fees ($47,000) payable for the services set forth on the Specification Form attached hereto as Exhibit A.

10. **GENERAL.** This Agreement is made in and shall be governed by the laws of the State of North Carolina, without regard to choice of law provisions. This Agreement constitutes the complete and exclusive statement of the parties relating to its subject. Only a written agreement signed by authorized representatives of both parties can modify this Agreement.

The parties have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Accepted by:

Customer: Education Achievement Authority of Michigan

By _____
Authorized signature

_____
Name (type or print)

_____
Title

On _____
Date

SAS Institute Inc.

ACW LEGAL For LBF

By Karen L Day
Authorized signature

Name Karen L. Day
Asst. Corporate Secretary
SAS Institute Inc.

Title

On May 16, 2013
Date

lg01.0221/30MAY07

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JPN/13MAY13
100.50.LBF055/13MAY13

Legal Counsel
Approved as to Form

EXHIBIT A

[See Attached]

SAS Campus Drive
Cary, NC 27513
Attn: Karyn Long
Fax: (919) 677 4444

EVAAS® Service Agreement No. 70591

Education Achievement Authority of Michigan	3022 West Grand Blvd., Suite 14-652	Detroit, MI 48202	("Customer")
Customer Name	**Street Address**	**City, State ZIP**	

In exchange for Customer (also referred to herein as "EAA") paying the charges and any applicable taxes arising under this EVAAS Service Agreement ("Agreement"), SAS Institute Inc. ("Consultant" or "SAS") agrees to provide the services ("Services") and resulting educational achievement analyses and reports (collectively, "Reports") described in the Agreement or in signed Services Specification Forms attached to the Agreement, ("Services Specification Forms"), and the licenses defined below.

1. **Description of Services, Deliverables, Licenses.**

1.1. Consultant shall use SAS software products ("Software") to provide EVAAS analyses and web reporting showing analyses of student achievement data for potential summative and formative use from test data. All Reports will be presented to Customer via electronic media, as further described in the Web Delivery Addendum, or in another mutually agreeable format as set forth in an applicable Services Specification Form.

1.2 The Reports, Consultant's time, and the licenses granted herein shall be the only deliverables hereunder.

1.3 Consultant grants Customer a limited, nontransferable, nonexclusive, royalty-free license to (i) use the Web Site (as defined in the Web Delivery Addendum, attached hereto and incorporated by reference) to access any Reports delivered to Customer under this Supplement, (ii) receive the benefits of the Software, via the Reports, used by Consultant to produce the Reports, and (iii) use any Reports delivered to Customer under this Agreement. Customer may use and copy the Reports in connection with work involving third parties in furtherance of Customer's achievement analyses. Consultant will only release the Reports to individuals designated in writing by Customer. Consultant retains exclusive ownership of the Software, Web Site and Reports, including any intellectual property rights embodied therein. The license granted under subsection (i) above shall terminate three (3) years from the Effective Date unless otherwise extended by Customer's purchase of additional EVAAS Services. The licenses granted under subsections (ii) and (iii) above are perpetual. Nothing herein grants Customer a license to access or use the Software.

2. **Description of Available Services**

2.1 Customer may obtain Reports on district, school, teacher and student levels. Consultant produces Reports through longitudinal merging, warehousing and analysis of all student achievement data provided by Customer.

2.2 Reports show analyses of student achievement data for potential summative and formative use from test data. Consultant performs multivariate, longitudinal analyses using all available data for each student. Depending on the levels of data Customer provides, Consultant may prepare Reports for summative use to display the value added at the district, school, and teacher levels for the populations of students served, and Consultant may prepare reports for formative use to estimate the value a district, school, or teacher adds for a particular achievement group of students. Consultant may also prepare individual student projections to future academic milestones within the limitations of the data provided by the Customer.

2.3 Individual teacher-level value-added reports are available if student records are linked to the teacher(s) who provided the instruction.

2.4 Consultant will provide further optional customized analyses, presentations, and on-site consulting on a time-and-materials basis upon Customer's written request as set forth in an applicable Services Specification Form, or Customized Services Specification Form.

2.5 All Reports will be presented to Customer via electronic media, or in a format otherwise agreed to by the parties.

3. **Service and Report Delivery**

3.1 **Deliverables and Services Period.** To commence the Services, the parties will complete the applicable Services Specification Form which will include a description of the desired Services and applicable fees. Upon Customer's acceptance of the Services Specification Form, Customer shall then submit to Consultant any data required for analyses. Customer shall submit clean usable data, formatted in a non-proprietary format. Upon receiving the necessary data and determining the data

provided is ready for analysis, Consultant will perform the requested Services. Consultant will make reasonable efforts to deliver Reports and Services to Customer within the time frames ("Services Period") and specifications set out in each Services Specification Form. Completed Reports will be delivered approximately eight (8) weeks after Consultant's receipt of data which is ready for analysis. Customer acknowledges this is only an estimate, and delivery dates may change due to condition of data, resource constraints, and other factors. If data clean-up necessitates changes to the Services or Reports and results in additional fees beyond those specified in the Services Specification Form, Consultant shall issue a new Services Specification form for the Customer to sign. If Customer refuses to sign the new Services Specification Form to authorize the additional fees within fifteen (15) days of issuance, Consultant shall have no obligation to perform Services and may terminate that Services Period. Consultant will notify Customer of anticipated significant schedule changes which may affect delivery dates.

3.2 **Acceptance.** Prior to the estimated end of each successive Services Period, Consultant will deliver the Reports to Customer and complete the Services for that Services Period. The Reports and Services shall be deemed accepted and the Services Period shall end unless within ten (10) working days of delivery, Customer gives Consultant written notice of any unacceptable aspects of the Reports ("Customer Notice"). Consultant will remedy the unacceptable aspects of the Reports within thirty (30) days of receipt of Customer Notice. Customer must accept or reject in writing Consultant's remedy within ten (10) days of receipt of it. Once Customer accepts the Services or Reports, or Consultant's remedy, the Services Period shall end. If Customer refuses to accept the Services or Reports, then Consultant may terminate the Services Period and refund any fees paid by Customer for the subject Services without further obligation to Customer.

3.3 **Additional Services.** If Customer wishes additional or different Reports or Services from those listed on a Services Specification Form, Customer will submit to Consultant a new Services Specification Form or the parties will complete a Customized Services Specification Form describing the additional Reports and Services requested along with any applicable fees.

Consultant will warehouse Customer's data for a three (3) year period beyond the last applicable Services Period. Customer may recommence the Services at any time within this three (3) year period by providing new data to Consultant and a new Services Specification Form. If Customer notifies Consultant in writing to stop warehousing data, Consultant will do so.

4. **Fees for Services and Reports**

4.1 All Reports at the district and school levels will be produced at the rate specified in the applicable Services Specification Form. The fee applies regardless of the number of tests students take, provided the data is obtained from Customer either longitudinally merged or with each student having a unique numeric identifier consistent over years so that the longitudinal merging can be easily completed. After Consultant completes analysis of a specific set of data, if Customer subsequently submits additional data requiring a new analysis, then an additional fee, in an amount mutually agreed upon by the parties, will be applied for the new analysis, and this will constitute a new Report. The additional charge does not apply to teacher identifications provided by Customer prior to initial teacher Report processing. Customer may provide student data in its entirety with a follow-up file for teachers.

4.2 If teacher-level Reports are requested, then there will be an additional charge at the rate specified in the applicable Services Specification Form. Fees for customized analyses will also be specified on the Customized Services Specification Form.

4.3 If on-site consulting is requested by Customer, then the consulting fee will be at the per day rate for each on-site day and for each required travel day (not to exceed two) listed by Consultant in the applicable Services Specification Form or Customized Services Specification Form. All reasonable travel and living expenses will also be estimated in the applicable Services Specification Form and then invoiced at actual cost at the completion of the Services Period. Consultant's invoice will document the days of Services provided.

4.4 All Fees payable to Consultant during the term of this Agreement shall be reflected in each Service Specification Form and shall remain fixed for the duration of the Services. Except for the Fees set forth in the applicable Service Specification Form, or otherwise described in this Agreement, there are no other fees or costs to be paid by EAA to Consultant. Furthermore, amounts to be paid to Consultant shall not exceed the maximum dollar amount(s) specified in each Service Specification Form, unless Consultant obtains the prior written approval of EAA and the parties execute a modified Specification Form.

Consultant shall submit to EAA invoices for Services as provided in the Service Specification Form attached hereto. Invoices shall be submitted to: 3022 W. Grand Boulevard, Suite 14-652, Detroit, MI 48202, Attention: Accounts Payable. EAA shall pay invoices for Services within 45 days after receipt of an invoice from Consultant. In the event that EAA reasonably disputes any amount that appears on an

invoice received from Consultant, the parties shall work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement or SSF, (ii) Consultant shall continue to provide all of the Services and otherwise perform its obligations under the Agreement which are not the subject of any such dispute and, (iii) EAA shall provide a written explanation for any disputed amount with specific remedies it believes need to be taken.

4.5 Customer may, by written notice to Consultant, designate third parties to pay fees on Customer's behalf. Upon such designation, Consultant will send its standard notices regarding payment to the third party only. Authorization to pay fees creates no contractual relationship with the third party, nor does it authorize access to or use of the Service by the third party unless otherwise specified by Consultant.

5. **Confidential Information**.

5.1 **Standard of Care**. Consultant acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Consultant will protect EAA's Confidential Information with the same degree of care as Consultant uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care, for a period of three (3) years from the date of disclosure, or as otherwise required by applicable law (the "Confidential Period"). During the Confidential Period, Consultant shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Consultant may disclose the Confidential Information (i) to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Consultant or EAA and, with respect to any contractors, who are themselves bound by nondisclosure obligations at least as restrictive as those set forth herein or (ii) as required by governmental authority or requirement of law, provided that Consultant shall make reasonable efforts to notify Customer of such authority or requirement. Consultant agrees to promptly notify EAA in the event Consultant becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this paragraph survive the termination or expiration of this Agreement.

5.2 **Confidential Information.** "Confidential Information" means the data received by Consultant to be analyzed pursuant to the related Services Specification Form. Customer agrees that it shall not otherwise provide any other confidential information other than the Confidential Information defined herein. Confidential Information shall not include anything that (i) is generally available to the public; (ii) was known to Consultant, without restriction, at the time of disclosure, or (iii) was independently developed by Consultant without any use of the Confidential Information. No proprietary source code shall be disclosed under this Agreement and no information other than data to be analyzed by Consultant will be disclosed under this Agreement.

5.3 **Return of Confidential Information.** Upon expiration or termination of this Agreement, Consultant shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Consultant shall destroy the Confidential Information, provided, however, Consultant may retain one copy of the Confidential Information in its archives for purposes of verifying compliance with the terms of this Agreement.

6. **Term and Termination.** This Agreement is effective upon the last dated signature. Either party may terminate this Agreement at the end of any Services Period or as otherwise provided herein. If Customer desires to terminate this Agreement or a Services project prior to the end of a Services Period, Customer may do so upon ten (10) days' written notice and with pro rata payment for any Services or Reports completed to that point

7. **Warranty and Limitation of Liability; Other Provisions**

7.1 Consultant warrants the Services will be performed by qualified personnel. Consultant's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, and regulations applicable to Consultant's performance of the Services hereunder. Consultant has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its obligations hereunder. No representation or warranty of Consultant contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading. The exclusive remedy for breach of the foregoing warranties shall be refund of fees paid for the Services at issue.

7.2 **Consultant disclaims all other warranties, express or implied, with respect to the Reports or Services provided hereunder or the results obtained, including without limitation any implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement and those arising by statute or otherwise in law or from a course of dealing.**

7.3 **Consultant is not liable for any special, consequential, incidental, indirect, reliance, or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to Consultant or could have been reasonably foreseen by Consultant.**

7.4 In no event shall Consultant's liability for damages of any kind, including direct damages, exceed the amount Customer paid for the Services or Reports at issue. Customer acknowledges this limitation of liability is reasonable in light of Customer's ability to limit its exposure to damages through involvement in the Services provided by Consultant and by reviewing any Reports delivered by Consultant. Customer bears full responsibility to third parties for use of the Reports.

7.5 Customer bears responsibility for the integrity of the data Customer provides Consultant. If Consultant performs an analysis and determines it must be repeated because Customer provided inadequate or defective data, then Customer agrees to cleanse or correct the data so that Consultant may repeat the analysis. Customer must pay for the additional expenses related to the repeated analysis.

7.6 **Indemnification.** EAA agrees to promptly notify SAS in writing of any claim made against Customer for: (a) copyright, patent, trade secret, or other intellectual property rights violation relating to the Services or Reports, or (b) bodily injury, death or damage to tangible property, excluding damage to software or data, arising solely from actions for which Consultant is legally responsible. Customer further agrees to allow Consultant to control the litigation or settlement of any such claim and to cooperate with Consultant in the investigation, defense and settlement thereof. Provided EAA complies with this Section, Consultant shall indemnify EAA for such claim by paying for the costs and attorneys' fees EAA incurs at Consultant's direction and any judgment finally awarded against EAA or settlement approved by Consultant. EAA may participate at EAA's own expense. If such claim in (a) above is made or, in Consultant's opinion, is pending, threatened, or after reasonable investigation by Consultant likely to be made, then Consultant, at its option, may: (1) modify the Services or Reports; (2) obtain rights for EAA to continue using the Services or Reports; or (3) terminate the license for the Services or the Reports at issue and refund the fees paid by EAA for the Services or Reports at issue. EAA agrees to abide by Consultant's decision and, if appropriate, stop using the Reports. This indemnification obligation does not apply to the extent: (i) a claim is based on EAA's specifications; or (ii) the claim is based on EAA's combination of the Reports with other material, or modification to the Reports, if such claim would not have been made but for the combination or modification.

7.7 **Limitation of Liability; No Special Damages.** EAA shall not be liable for any special, consequential, incidental, indirect, reliance, or exemplary damages, either in contract or tort, whether or not the possibility of such damages was disclosed to EAA or could have been reasonably foreseen by Consultant; provided, however, such exclusion shall not apply to any violation by EAA of SAS' intellectual property rights.

7.8 **No Debarment, Pending Governmental Action or Record of Violations.** Consultant has not been debarred by the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Consultant has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules. EAA's exclusive remedy for any breach of this Section 7.8 shall be a refund of the fees paid by EAA for the Services at issue.

7.9 **Conflicts; No Undue or Improper Influence or Inducement.** Consultant represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that is will disclose in writing to EAA any conflicts that arise during the term of this Agreement of which it becomes aware. Consultant represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA. EAA's exclusive remedy for any breach of this Section 7.9 shall be a refund of the fees paid by EAA for the Services.

8. **Complete Agreement**. This Agreement, including its Services Specification Forms and invoices arising under them, is governed by Michigan law and constitutes the complete and exclusive statement of the parties about its subject matter and supersedes all prior related communications. Additional or conflicting terms on any current or future Customer purchasing documents are rejected. This Agreement can be modified only in a properly completed Services Specification Form or an amendment that specifically references this Agreement and is signed by an authorized signatory of each party.

9. **Independent Contractor**. The Services of Consultant shall be rendered as an independent contractor. The relationship between EAA and the Consultant shall not be that of partners, agents, or joint ventures to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement Consultant assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Consultant in the connection with the Services performed hereunder, and Consultant will be

responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this Contract shall be for the benefit of any party other than the Consultant and the EAA.

10. **Tax Exempt Status.** EAA is a tax-exempt entity and shall provide Consultant with a valid tax exemption certificate. EAA acknowledges and agrees that Consultant is not using any EAA facility for any purpose.

11. **Counterparts.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and may be executed electronically or by other means, which execution shall be deemed an original. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance, provided, however, SAS may assign to a purchaser of all or substantially all of its business relating to the Services, or to any SAS affiliate without permission of EAA.

12. **No Third Party Beneficiaries.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

13. **Expenses.** Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder unless specifically agreed to in writing by the parties.

14. **Notices.** All written notices, consents, approvals, request and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to Consultant, to:
SAS Campus Drive
Cary, NC 27513
Attention: Karyn Long

With a copy of all legal notices only to:

SAS Campus Drive
Cary, NC 27513
Attention: General Counsel

If to EAA, to:
Education Achievement Authority
3022 W. Grand Boulevard, Suite 14-652
Detroit, MI 48202
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Each party to this Agreement may change or update its address for the receipt of Notices at any time by giving Notice using commercially reasonable efforts to the other party as provided hereunder.

15. **Further Assurances.** Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement provided such requests do not expand the scope of Services provided for under this Agreement and any Services Specification Form.

16. **Informal Dispute Resolution**. EAA and Consultant will attempt to settle any dispute through informal good faith negotiations; provided, however, the parties shall not be required to settle any disputes relating to intellectual property rights and breaches of confidentiality matters through such informal negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties may seek all such remedies as are available under applicable law.

Accepted by:

Customer: Education Achievement Authority of Michigan	SAS Institute Inc.
By _____ Authorized signature	By _____ Authorized signature
J. Wm. Covington, Ed.D., Ph.D. Name (type or print)	Name (Victoria P. Clayton, Senior Manager, Contracts Administration, SAS Institute Inc.
Chancellor Title	Title
On 6-27-2013 Date	On June 27, 2013 Date

lg17.0011/03MAR06
EVAAS/2010. CGH
REV.100.50.LBF.053/03MAY13

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ACW LEGAL for LBF

Legal Counsel
Approved as to Form

SAS Campus Drive
Cary, NC 27513
Attn: Karyn Long
Fax: (919) 677 4444

SERVICES SPECIFICATION FORM
For EVAAS® Service Agreement No. 70591

(Complete all applicable items in Part 1 for the Services desired.)

Part 1.A. Services Requested *(Check applicable boxes)*		**Part 1.B. Customization/On-Site Consulting/Presentation Details**
X	District/School Reports (including Individual Student Projections) and Password-protected Web Reports, as further described on the attached Schedule A (2013-2014 School Year).	Dates Needed:
X	Teacher Reports, as further described on the attached Schedule A (2013-2014 School Year)..	Description:
		Contact for Technical Questions *(name, phone, email)*:
	Purchase Order No.	*(optional)*

Part 2.A. Rates for Services *(Consultant to complete)*		**Part 2.B. Estimated Completion Dates for Services** *(Consultant to complete)*
$25,000	District/School Reports (including Individual Student Projections) and Password-protected Web Reports (for up to 10,000 tested students)	
$10,000	Teacher Reports for teachers (for up to 10,000 tested students)	
$10,000	Student-Teacher Linkages (for up to 10,000 tested students)	
$2,000	Export Function (for up to 10,000 tested students)	

Payment Terms: Consultant shall invoice Customer upon execution of this Services Specification Form in the amount of $47,000. Such fees shall also include the annual fees referenced in Section 3 of the Web Delivery Addendum for the delivery of the Reports on the Web Site maintained by Consultant.

Part 3. Rates Accepted

Customer: Education Achievement Authority of Michigan

By _____
Authorized signature

_____
Name (type or print)

_____
Title

On _____
Date

lg17.0010/03MAR06
ServSpecForm_2010_cgh

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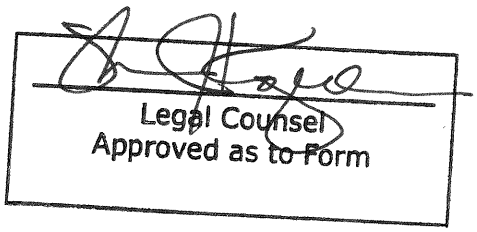
REV.100.50.LBF110/30JUL13



SCHEDULE A

Description of Reports

District/School Reports (including individual Student Projections) and Password-protected Web Reports:

Services and Reports to be provided by Consultant: Consultant will analyze data provided by Customer to develop value-added reports at both the district and school level as well as individual student projections for students within each school. Students will be included in the analysis if they have:

- One prior assessment data point (test score) in any tested grade or subject for the Multivariate Response Model (MRM); or
- Three prior assessment data points (tests scores) in any tested grades or subjects for the Univariate Response Model (URM) and Individual Student Projection Model.

Based on the data available, Consultant may provide different types of reporting, which will be agreed upon by the parties. Consultant will also make additional reports available to Customer within the EVAAS system. These additional reports will vary depending on the data provided by Customer and the specific content and number of such additional reports will be mutually agreed upon by the parties.

Customer Responsibilities: In order for Consultant to complete its analysis and prepare the Reports described above, it shall be Customer's responsibility to provide Consultant with clean usable data, formatted in a non-proprietary format.

Teacher Reports:

Services and Reports to be provided by Consultant: Consultant will analyze data provided by Customer to develop value-added reports for each teacher within each school in the district, to the extent testing data is available for such teacher. Consultant will also make additional reports available to Customer within the EVAAS system. These additional reports will vary depending on the data provided by Customer and the specific content and number of such additional reports will be mutually agreed upon by the parties.

Customer Responsibilities: In order for Consultant to complete its analysis and prepare the Reports described above, it shall be Customer's responsibility to provide Consultant with clean usable data, formatted in a non-proprietary format.

SAS Campus Drive
Cary, NC 27513
tel (919) 677 8000
fax (919) 677 4444
karyn.long@sas.com

Web Delivery Addendum
To EVAAS® Service Agreement No. 70591

This ADDENDUM ("Addendum") amends the above-referenced EVAAS Service Agreement ("Agreement") between SAS Institute Inc. ("Consultant"), and Education Achievement Authority of Michigan ("Customer") and is coterminous therewith. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum will prevail. All capitalized terms without definition are as defined in the Agreement. Consultant and Customer agree to the following terms that supplement those found in the Agreement:

1. **Description of Service**. Consultant will establish and maintain a web site ("Web Site") located on the Internet that allows Customer to access the Reports prepared for Customer under the terms of the Agreement. Access to the Web Site will be controlled solely by authorizations provided by Customer. Consultant will supply the online enrollment tools necessary for implementing such authorizations.

2. **Scope of Use**. In exchange for payment of the annual fees set forth in Section 3, Customer may access the Web Site only via the URL specification provided by Consultant and may use the Web Site solely as a means to view the Reports. Access to the Web Site by any other means or use for any other purpose is not authorized by the Agreement or this Addendum. Customer is solely responsible for arranging appropriate connection to the Internet and all related costs and for providing the necessary computer and other electronic equipment to display and use the Reports.

3. **Fees for Web Delivery.** Annual fees for web delivery of the Reports as described above is specified in the applicable Services Specification Form.

4. **Availability and Security**. Customer agrees to take such steps as are necessary to prevent unauthorized access to the Web Site. Customer acknowledges that it is solely responsible for authorizing access to the Reports. Provided Consultant is not in default under the terms of this Addendum, Customer acknowledges it is solely responsible for damages, costs and expenses assessed with respect to claims by any third party against the Consultant arising out of the access to the Reports. Consultant agrees to act responsibly to prevent unauthorized access to the Web Site but makes no warranty or guarantee regarding impenetrability. Consultant does not guarantee that the operation of the Web Site will be uninterrupted or error-free. Consultant reserves the right to terminate this Addendum and discontinue web delivery of the Reports without penalty if, in its reasonable belief, Consultant's obligations hereunder will violate any applicable U.S. law or regulation.

5. **Disclaimer of Warranty and Limitation of Liability**. **Section 7 of the Agreement regarding warranty and limitation of liability also apply to the web delivery of Reports provided under the terms of this Addendum.**

Except as herein modified, all terms and conditions of the Agreement remain in full force and effect.

READ AND AGREED:

Customer: Education Achievement Authority of Michigan

By _____
Authorized signature

J. Wm. Covington
Name (type or print)

Title

SAS Institute Inc.

By _____
Authorized signature

Victoria P. Clayton
Senior Manager
Contracts Administration
SAS Institute Inc.

Title

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Legal Counsel
Approved as to Form

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-35
APPROVAL OF MASTER SERVICE AGREEMENT WITH EDUWORK PLACEPROS, LLC FOR THE PROVISION OF SERVICES

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with EduWork PlacePros, LLC for the provision of services related to the EAA's oversight of public school academies, and related services and resources, is approved by the Executive Committee of the Authority as the governing body of the Authority, subject to further negotiations and/or agreements between the parties;

2. That the Chancellor of the Authority is authorized to execute the Services Agreement on behalf of the Authority, subject to the conditions set forth above;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this ____th day of _____, **20**___ ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and EduWork PlacePros, LLC, a Michigan limited liability corporation. ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. EAA affirms that it has budgeted funds for completion of this project and will allocate said funds accordingly. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA invoices for Services as provided in the Service Order attached hereto. Invoices shall be submitted to 300 River Place, Suite 3600, Detroit, MI 48207, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within forty-five (45) days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice from Vendor, the parties shall work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement, and (iii) EAA shall provide a written explanation for any disputed amount with specific remedies it believes needs to be taken. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local

laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days (30) written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION, CRIMINAL HISTORY RECORDS CHECKS, AND FERPA COMPLIANCE

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, educational records and data as defined and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, information or data related to business affairs, data, manuals, financial and accounting data, data and information concerning contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

Section 6.4 FERPA Compliance.

(a) Each of the Parties hereby understands and agrees that the EAA is in direct control of the Vendor with respect to the receipt, use, and non-disclosure of student education records (hereinafter "Education Records"), as those records are defined in the Family Education Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (hereinafter "FERPA"), and shall comply with all EAA policies, direction, and requests with respect to the handling of student Education Records. Each of the Parties further warrants that it will comply with all relevant law regarding the protection and non-disclosure of Education Records, including, but not limited to the FERPA and its implementing regulations.

(b) Vendor warrants that it will cause each of its employees, officers, directors, agents, contractors, or any other individual associated with Vendor (the "Personnel") who may have access to Education Records to legally bind themselves to the confidentiality standards contained in FERPA and this Agreement.

(c) Vendor shall ensure that any Education Records which may contain highly sensitive information, including, but not limited to social security numbers, driver's license or state id numbers, financial information, and student lists, are encrypted (i) during transmission, whether sent by email, fax, or through any other digital or electronic download or transmission, and (ii) when stored in any format. Vendor shall also provide written notice within twenty-four (24) hours of any unauthorized release, distribution, or other dissemination of any Education Records of EAA or its students. This notice shall include all relevant information, as determined solely by the EAA, such as the date and time of the release, distribution, or dissemination; the name of the person responsible; the name of the person who received the Education Records, if known; and any other information which the EAA may request.

Section 6.5 Criminal History Record Checks.

(a) In compliance with MCL §380.1230 through MCL §380.1230h, MCL §380.1535a, and MCL §380.1539b, Vendor hereby consents, warrants, and agrees that it will either: (i) cause any background checks required under state and federal law or this Agreement to be conducted in the form and manner required by law for each of the Personnel who may have direct contact with any EAA student prior to such Personnel having such contact; or (ii) provide all information EAA requires in order to enable EAA to conduct any required criminal history record checks for all Personnel who may have direct contact with any EAA student prior to such Personnel having such contact, including causing such Personnel to provide finger prints for such checks.

(b) In the event that Vendor causes such criminal history record checks to be performed pursuant to Section 6.5(a)(i), Vendor shall provide the results of those background checks to the EAA prior to allowing any of the Personnel to have direct contact with any EAA student.

(c) In the event that a Criminal History Background Check reveals that any proposed Personnel have been convicted of any of the following: a "listed offense" as defined under the Revised School Code; any criminal sexual conduct or controlled substance offense; or any other felony, Vendor shall prevent, and cooperate with the EAA in preventing, such Personnel from performing any Services provided for in this Agreement.

(c) **Criminal History Record Information.** Upon written permission from the EAA, the Vendor may receive criminal history record information ("CHRI") from the department of state police for the purpose of conducting employment background checks on behalf of the EAA as required by state law. CHRI received by Vendor for such purposes is to be maintained and processed in accordance with the Federal Security and Management Control Outsourcing Standard for Non-Channelers, wherein the EAA would be "Authorized Recipient" and the Vendor would be the "Contractor."

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under

this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(d) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(e) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the

arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only be a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

EduWork PlacePros, LLC
2001 LaBelle Street
Detroit, MI 48238
Attention: Ralph Bland

If to the EAA, to:

Education Achievement Authority
300 River Place
Suite 3600
Detroit, MI 48207
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

Section 10.11 Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 10.12 Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

MASTER SERVICES AGREEMENT
SIGNATURE PAGE
EDUWORK PLACEPROS, LLC

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D., Ph. D.
Its: Chancellor

Date:_____

EDUWORK PLACEPROS, LLC

By:_____
Ralph C. Bland
Its: CEO

Date:_____

EXHIBIT A
SERVICE ORDER
EDUWORK PLACEPROS, LLC

I. SERVICES

Vendor shall a comprehensive accountability and monitoring system to assist in providing the oversight of public school academies authorized by the EAA. Services include, but are not limited to the following: implementing a streamlined accountability and monitoring system for collection of required documents; conduct school visits on a systemic schedule ; providing monitoring system training for school leaders and/or designees; articulate federal, state, and authorizer requirements; provide quarterly reports to authorizer on board behavior, submission of documents, financial stability, academic performance; render annual written reports to each school summarizing performance, compliance, and identified areas of weakness.

II. PERIOD OF PERFORMANCE

The term of this Agreement is August 15, 2013 through August 14, 2014.

III. DELIVERABLES

A description of services and deliverables is attached in the document entitled, *EduWork PlacePros, LLC Optimal Service for Optimal Success* and is incorporated into this Agreement.

IV. FEES

The cost of the above services to provide oversight of the EAA's public school academy is $34,000.00 per site for a total of $102,000.00.

V. SPECIAL TERMS

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A
SERVICE ORDER
SIGNATURE PAGE
EDUWORK PLACEPROS, LLC

EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D., Ph.D.
Its: Chancellor

Date:_____

EDUWORK PLACEPROS, LLC

By:_____
Ralph C. Bland
Its: CEO

Date:_____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-36
APPROVAL OF ADDENDUM TO THE SPECIAL EDUCATION SERVICE AGREEMENT WITH
FUTURES EDUCATION OF MICHIGAN, LLC

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Addendum to the Special Education Service Agreement for Futures Education of Michigan, LLC to provide the EAA of Michigan with special education and related management services is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Special Education Service Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Special Education Service Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

FUTURES EDUCATION

Addendum to Special Education Service Agreement

Original Date: May 1, 2012

between

Education Achievement Authority

and

Futures Education of Michigan, LLC

The rates specific to the following selected related services and the inclusion of special education services to the Education Achievement Authority's (EAA's") offsite programs for the above Agreement are hereby amended for the 2013/2014 School Year and will become effective August 1, 2013. All other contract language including pricing formulas contained in the original service agreement dated May 1, 2012, will remain in effect.

Discipline	Rate/Fee ($)
Physical Therapy	$72.25/Hour
Occupational Therapy	$72.25/Hour
Speech-Language Therapy	$72.25/Hour
Social Workers	$52.00/Hour
Behavioral Intervention	$75.00/Hour
Psychology Services	$850.00/Evaluation
Interpreters	$69.00/Hour
Paraprofessionals	$28.50/Hour

The Parties agree that the rates/fees shall also apply to special education services that Futures Education of Michigan shall provide to the EAA's offsite programs, including but not limited to the following: Career and Technology Education Programs at Focus: HOPE, Henry Ford Community College, and Wayne County Community College; and Alkebu-Lan Village. The addendum does not include the EAA's program provided by Ombudsman Educational Services, Ltd.

Agreed to by:

Education Achievement Authority

Signed: _____

Print Name: J. Wm.Covington, Ed. D., Ph. D

Title: Chancellor

Date: _____

Futures Education of Michigan, LLC

Signed: _____

Print Name: _____

Title: _____

Date: _____

Legal Counsel
Approved as to Form

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-37
APPROVAL OF AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH COMPASS LEARNING, INC.

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with Compass Learning, Inc. and Amendment dated, August 1, 2013, to provide educational software and services for the EAA of Michigan is approved by the Executive Committee of the Authority as the governing body of the Authority, subject to further negotiations and/or agreements between the parties;

2. That the Chancellor of the Authority is authorized to execute the Master Services Agreement on behalf of the Authority, subject to the conditions set forth above;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Master Services Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

CompassLearning

CompassLearning, Inc.
203 Colorado St.
Austin, TX 78701

August 1, 2013

Attn: Dr. John William Covington, Ed.D., Ph.D.
Subject: Amendment #1 to Master Services Agreement- Year 2 Exhibits
Reference: CompassLearning, Inc./Education Acheivement Authority Master Services Agreement Effective August 31, 2012

Dear Dr. Covington,
This letter serves as Amendment No.1 to the subject Master Services Agreement which the parties thereto do mutually agree to amend as follows:

1.) Effective August 1, 2013, and for the subscription access period of September 1, 2013 through August 31, 2014 (Year 2) -- Exhibits A, B, and C shall be superseded and replaced by Amendment #1 Exhibits A, B, and C attached hereto (pages 2-15).

All other terms and conditions of the Agreement remain the same. In the event of any inconsistency between this Amendment #1 and earlier documents referenced above, the terms of Amendment #1 shall control.

If you are in agreement with the terms of this letter, please indicate acceptance thereof by signing and faxing one copy to the attention of Gina Rivera, at CompassLearning, Inc. to (512) 391-1703. Once signed, both parties agree any reproduction of the subject Agreement and associated documents made by reliable means is an original.

The foregoing is accepted and agreed to by:

COMPASSLEARNING, INC.	EDUCATION ACHEIVEMENT AUTHORITY
By: Trey Chambers	By:_____
Trey Chambers	John William Covington, Ed.D., Ph.D.
CFO	Chancellor
Date: 6-2-2013	Date:_____

Amendment #1 Exhibit A

SERVICE ORDER TEMPLATE

Services
EAA needs continued digital instructional content, assessment items, alignment services, and professional development to support teaching and learning in its schools, as well as software integration services to enable the instructional content and assessment items interoperate with its Buzz instructional platform. CompassLearning will provide the deliverables and services outlined below to fulfill that need.

Period of Performance
Work will commence on execution of Amendment #1. Execution of this Amendment #1 shall indicate appropriation of full amount for Year 2 items outlined in Exhibit A. Access to software specified will be made available upon Agreement execution.

Deliverables
Vendor shall provide the following deliverables and services to EAA.

Multi Year Pricing Quote
Content and Assessment for Odyssey K12 must be purchased simultaneously in matching quantity.

Odyssey YEAR 2 -2013/2014

Qty	Item	Period	Price	Total
10,000	Odyssey K12 Assessment Single Users	9/1/13 -8/31/14	$ 6.62 /user	$ 66,200 .00
10,000	Odyssey K12 Content Single Users	9/1/13 -8/31/14	$26.48/user	$264,800.00
1	Global Scholar District Fee		$3000.00	$ 3000.00
15	Global Scholar Translator Service*	9/1/13 -8/31/14	$250/site	$ 3750.00
8	Alignment Level 1		$1750.00	$ 14,000.00
24	Odyssey Instructional Coaching Onsite day		$1750.00/day	$ 42,000.00
	Special buy 2, get 1 free- Year 2 discount		8 days	($ 14,000.00)
15	Processing Fee		$50.00/site	$ 750.00
Odyssey YEAR 2 Total				**$380,500.00**

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www.compasslearning.com • TWITTER: @compasslearning • facebook.com/compasslearning.inc • BLOG: navigator.compasslearning.com

Renzulli YEAR 2 -2013/2014

Qty	Item	Period	Price	Total
12	Renzulli Unlimited User Site Subs**	9/1/13 – 8/31/14	$2250.00/site	$ 27,000.00
5	Renzulli Classroom Modeling – Onsite day		$1750.00/day	$ 8,750.00
12	Processing Fee		$50.00/site	$ 600.00
Renzulli YEAR 2 Total				**$36,350.00**

Electives YEAR 2 -2013/2014

Qty	Item	Period	Total
300	HS Electives Bundle Single User Subs***	9/1/13 – 8/31/14	$ 0.00
1	Processing Fee		$ 0.00
Electives YEAR 2 Total			**$0.00**

Additional Odyssey K12 Assessment, Odyssey K12 Content, Global Scholar Translator Service, Renzulli Site Licenses and Instructional Coaching may be purchased during the Year 2 term at the rates quoted above. All additional subscriptions will be prorated to end on August 31, 2014.

Pricing will be extended for Year 3, and if Agreement should be extended, for Year 4, provided the following minimum order quantities are met:

Product	**Year 3 (2014/2015)**	**Year 4 (2015-2016)**
Odyssey K-12 Single User Subs	25,000	40,000
Renzulli Unlimited User	30	50
ITA training days	18	18

Total Year 2 Fee

The total outlined professional fee for this Year 2 project task is **$416,850.00.**
The professional fee shall be billed upon execution and due net thirty (30) days from receipt of invoice.

CompassLearning will support the EAA transition to Powerschool SIS at no additional charge.

*Global Scholar – EAA students will not be able to take advantage of custom G/S learning paths inside their Agilix LMS. Custom Global Scholar learning paths will only be available through Odyssey (via direct login or SSO from their LMS).

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**Renzulli Learning – There are no integrations like LTI or SSO available for Renzulli. Further, there are no automatic user management features available in Renzulli. CompassLearning will provide assistance with initial student set-ups. After initial set-up, EAA will be responsible for adding, transferring and deleting users manually.

***Electives – The $0 Electives are available through a distinct Odyssey lab for electives. Since a student record will be associated with an actual building in their SIS, there will be no such 'building' in their SIS for an electives only school and students will have to be transferred to the Odyssey electives lab manually to be able to access electives content.

Special Terms: CompassLearning is continuing to offer the content subscriptions at a very deep discount, with the expectation that the EAA is committing to purchase the specified minimums over the next two years. If quantities lower than Specified minimums are ordered, CompassLearning reserves the right to increase unit prices for subscriptions and training as follows:

-If EAA purchases fewer than projected number of licenses in Year 3 but maintains a minimum purchase of 10,000 Odyssey subscriptions and 15 Renzulli site licenses, CompassLearning may increase its pricing up to 25% above Year 2 rates.

-If EAA purchases fewer than 10,000 Odyssey subscriptions and 15 Renzulli site licenses in Year 3, CompassLearning may increase its pricing up to 70% above Year 2 rates.

EAA will in good faith use all reasonable and lawful endeavors: (a) for each budget cycle during listed future fiscal periods to promptly secure the appropriation of funds to ensure purchases of out year items under this Agreement, and (b) to execute corresponding CompassLearning Price Quotes as soon as such funds are available. If despite these endeavors, EAA fails to obtain funding for any portion of Subsequent Period, EAA may terminate this Agreement as to the portion of any Subsequent Periods not covered by funding, but only if EAA: (1) gives CompassLearning written notice of a possible funding failure (including an explanation of the reasons, timing and extent) promptly after EAA become aware it is likely and before the commencement of the applicable Subsequent Period, (2) certifies to CompassLearning in writing that funds are not available to purchase any product similar to the affected CompassLearning Software within the affected Subsequent Period. For periods on and after such time as EAA provides CompassLearning notice that funds are unavailable, CompassLearning shall have no further obligation to EAA under this Agreement and any amounts paid by EAA continue to be non-refundable.

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Amendment #1 Exhibit B

List of Year 2 School Sites

Nine (9) elementary/middle schools

1. Brenda Scott Elementary/Middle
2. Burns Elementary/Middle
3. Law Academy
4. Mary M. Bethune Elementary/Middle
5. Murphy Elementary/Middle
6. Nolan Elementary/Middle
7. Phoenix Elementary/Middle
8. Stewart Elementary/Middle
9. Trix Elementary/Middle

Six (6) high schools

1. Central Collegiate Academy
2. Denby High School
3. Ford High School
4. Mumford High School
5. Pershing High School
6. Southeastern High School

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Amendment #1 Exhibit C

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1. **Definitions:**

"Authorized User" means, with respect to a UUL license, students enrolled with the Customer and/or faculty employed by or under contract with Customer at the sites(s) set forth in the Commercial Terms.

"Customer" means You if you are the purchaser listed on the Commercial Terms or if You are a person able to bind the purchaser listed on the Commercial Terms.

"Virtual School" means a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of the tutoring provider and such services are the primary purpose of enrollment by Student Clients; and (c) with respect to (a) and (b) a Virtual School is not a school that sells licenses or access to Compass Software on a standalone basis or sells licenses or access to Compass Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

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Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-38
APPROVAL OF MASTER SERVICES AGREEMENT WITH GLOBAL SCHOLAR, INC.

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with Global Scholar, Inc., to provide the Authority a student information management system, and programs for student assessment and analysis, be extended for one year is approved by the Executive Committee of the Authority as the governing body of the Authority subject to further negotiations and/or agreements between the parties;

2. That the Chancellor of the Authority is authorized to execute the attached Master Services Agreement with Global Scholar, Inc. on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the attached Master Services Agreement with Global Scholar, Inc. in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

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(Terms of Service)

1. GENERAL

This User Agreement (Terms of Service) (the "Agreement"), effective as of the date you sign below, describes the terms and conditions that apply to use of the *ACHIEVEMENT SERIES®* and/or *PERFORMANCE SERIES®* products and services provided by Scantron Corporation ("Scantron"). *ACHIEVEMENT SERIES* and *PERFORMANCE SERIES* are each comprised of a series of websites and their related item bank, content, features and functionality, are provided to you on an annual subscription basis, and are further described herein and in the applicable documentation, specifications, terms and guidelines provided by Scantron in connection with such products and services and set forth on the associated websites (collectively, the "Documentation"). All products and services provided pursuant to this Agreement are collectively referred to herein as the "Assessment System." Certain provisions of this Agreement may apply only to either *ACHIEVEMENT SERIES* or *PERFORMANCE SERIES* as specified herein below.

Access to and use of the Assessment System is offered to the customer signing below (referred to herein as "you" and/or "Customer") conditioned upon your agreement to and acceptance without modification of the terms, conditions and notices contained in this Agreement. You agree to familiarize yourself with this Agreement and other terms and guidelines found throughout the Assessment System websites and abide by them if you choose to use the Assessment System.

Customer's purchase order, or other applicable order request documentation, for the Assessment System (the "Order") shall specify the products and services purchased by Customer.

2. ENHANCEMENTS, UPDATES, MAINTENANCE AND AVAILABILITY

Online subscription services are dynamic offerings. In order to keep up-to-date with educational changes and provide high quality products and services, Scantron reserves the right to enhance, modify, update, make improvements to, add or withdraw features or functionality, replace an existing version with a new version, or otherwise change or revise the Assessment System (collectively, the "Updates") at any time without prior notice. Updates may modify features, functionality, reporting, testing, curriculum alignment guides, scoring algorithms, terms of service or other aspects of the Assessment System. Updates may be made for various reasons including, but not limited to, the following:

- Release of a new version
- Changes in underlying technology
- Changes to products or services supplied by a third party
- Security issues or misuse
- Applicable laws, regulations or court orders

Scantron will make available by electronic mail, posting on the Assessment System websites, or other means, information about Updates. Updates will be effective when made. You are responsible for regularly reviewing the terms of service and other Documentation made available in connection with any Update. Your continued use of the Assessment System after an Update shall constitute your assent thereto.

Scheduled and emergency maintenance periods are necessary in order for Scantron to properly maintain the Internet data center that hosts the Assessment System. During Updates or scheduled or emergency maintenance periods, you may be unable to transmit and receive data from the Assessment System. In addition, from time to time the Assessment System may be inaccessible or inoperable due to errors or causes beyond Scantron's control, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively, "Downtime"). Scantron will make reasonable efforts to limit Downtime during peak hours to an average of 5% calculated over an entire month. Peak hours are defined as 5:00 am – 9:00 pm Pacific Time, Monday through Friday (excluding holidays observed by Scantron). Scantron will use commercially reasonable efforts to advise you in advance, by electronic mail, posting on the Assessment System websites, or other means, of any scheduled or unscheduled Downtime.

3. LICENSE AND USE

Subject to the terms and conditions of this Agreement, Scantron grants to Customer a limited, personal, non-exclusive, non-transferable license to use and access the Assessment System for educational, instructional and related administrative purposes consistent with the Documentation. Customer shall limit access to the Assessment System to your "Users" (e.g. teachers, administrators, enrolled students, parents) for such purposes in accordance with the terms of this Agreement. You may not modify, duplicate, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell, sublicense, trade, permit the use by third parties (e.g., as a service bureau or data processing service), or exploit for any commercial purposes any portion of the Assessment System, or any information, software, products or services obtained through the use of or access to the Assessment System. You may not allow access to, or share or create User identification codes ("ID") or passwords for the Assessment System with third parties for purposes inconsistent with the terms of this Agreement. Customer may grant its consultants under contract with Customer access to the Assessment System to perform services on Customer's behalf, provided that such consultants comply with the terms of this Agreement. At the conclusion of any consulting contract, you shall terminate the consultant's access to the Assessment System.

4. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Assessment System, you warrant to Scantron that you will not use the Assessment System for any purpose that is unlawful or prohibited by this Agreement. You may not use the Assessment System in any manner that could damage, disable, overburden or impair the Assessment System or interfere with Scantron's or its customers' use and enjoyment of the Assessment System. You may not obtain or attempt to obtain any the Assessment System materials or information through any means not intentionally made available or provided to you by Scantron. You agree not to access the Assessment System by any means other than the interface that is

provided by Scantron for end user access. You are not authorized to use proprietary Scantron application programming interfaces without first receiving written permission from Scantron. Please promptly report any violations of this Agreement or any other terms of service to.

5. ASSESSMENT SYSTEM SECURITY, USER IDs AND PASSWORDS

Customer will control and manage access to the Assessment System and all administrative, student, teacher and other related data, content and information belonging to Customer that is stored within the Assessment System ("Customer Data"). Upon completion of the Assessment System set-up and activation process, you will receive a staff ID, password and top-level site ID for your use in providing access to the Assessment System. You are responsible for maintaining the confidentiality of the User ID, passwords and site IDs at and under the top-level site of your organization. You are fully responsible for all activities that occur under your top-level site by all of your authorized Users. You will instruct your Users as to the importance of maintaining the confidentiality of passwords and User IDs. Customer's control over administrator access is crucial to protecting the data submitted through, generated by and maintained within the Assessment System. Scantron recommends Customer limit access to the administrator's module to as few of your authorized Users as possible. The Assessment System uses student User IDs as unique student identifiers within the system. Student User IDs, which you create via import or manual input, may have varying maximum lengths depending on the chosen delivery method(s). Scantron recommends that students be identified in the Assessment System through the use of coded, non-descript student IDs rather than by way of any personally identifiable information such as: student or family member name; student or family member address; social security number; personal characteristics or other information that would make a student's identity easily traceable. You acknowledge that the security of Customer Data may be compromised if Users do not follow all applicable security policies and procedures and take other appropriate steps to maintain the security of the Assessment System, including, without limitation, maintaining the confidentiality of User names and passwords, frequent changing of passwords, exiting from your account at the end of each session, and maintaining appropriate internal controls to monitor access to and use of the Assessment System. You agree to immediately notify Scantron of any unauthorized activity under your top-level site or any other security concerns so that we can take measures to eliminate or restrict data access. You acknowledge that the Internet is inherently insecure. You are responsible for providing your own firewall and other protections against unauthorized incursions to your systems. Scantron shall not be liable for any loss or damage arising from your failure to comply with these provisions and you agree to indemnify Scantron for any loss or damage caused by such failure.

6. PRIVACY LAWS AND REGULATIONS

The parties acknowledge and agree that Customer is solely responsible for compliance with the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act of 1974 (FERPA), and other applicable laws and regulations regarding the dissemination of information regarding students (collectively, the "Privacy Laws"). For purposes of Customer meeting its obligations under the Privacy Laws Scantron represents as follows:

- Scantron will be conducting studies and/or tests to develop, validate or administer predictive tests and improve instruction;
- Such studies will be conducted in a manner which does not permit personal identification of students and their parents by persons other than representatives of Customer;
- Any personally identifiable information from an education record provided by Customer to Scantron will be destroyed by Scantron when no longer needed for the purposes for which the studies or tests were conducted;
- Scantron (and our officers, employees, agents, representatives and subcontractors) will not disclose personally identifiable information from an education record to any third party without the prior consent of the parent or eligible student;
- Information required to be collected about student Users within the Assessment System consists of a student ID, grade level, IP address and assessment-related information;
- Scantron's use of such personal information is restricted to activities related to providing products and services pursuant to this Agreement, the assessment of students and improvement of Scantron's products and services;
- Access to information within the Assessment System is limited to authorized representatives of Customer, and employees, agents, representatives and subcontractors of Scantron for the purpose of maintenance and improvement of Scantron's products and services;
- Scantron does not distribute information obtained in the performance of services under this Agreement to third parties for purposes of marketing to student Users or making contact with student Users, and does not otherwise make it publicly available for any other purpose.

7. CUSTOMER DATA IN ACHIEVEMENT SERIES

Scantron does not claim license or ownership of the Customer Data you make available through *ACHIEVEMENT SERIES*. Posting of content within *ACHIEVEMENT SERIES* without a third-party publisher copyright notice is your assertion that you are the creator or rightful owner of such content and that it may be freely distributed by Users of *ACHIEVEMENT SERIES* at or underneath your top-level site. Scantron will not share your Customer Data with end users subject to separate agreements or otherwise use, copy, distribute, transmit, publicly display, reproduce, edit, modify, translate or reformat your Customer Data outside of your instance of *ACHIEVEMENT SERIES* without your express written consent.

8. CONTENT AVAILABLE ON THE ASSESSMENT SYSTEM WEBSITES

The Assessment System includes all content, features, functionality and services whether made available by Scantron to Users by way of the websites, the Internet or local deployment, and specifically includes: software applications; administrative and management programs; instructional and curriculum materials; and other content software applications, administrative and management system programs, modules; Documentation; features; functionality; data; Updates; derivative works; and associated work product. The Assessment System is protected by copyright and trade secret laws and other proprietary rights of Scantron and its suppliers, and is licensed, not sold, to you. Scantron reserves all rights in the Assessment System not expressly granted to you. Any use of the Assessment System in violation of this Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

9. ASSESSMENT DATA CREATED AND OBTAINED FROM THE USE OF THE ASSESSMENT SYSTEM

The assessment data produced by use of the Assessment System is owned by Scantron. Subject to Scantron's commitment to comply with Privacy Laws as set forth above in Section 6, Scantron may use assessment data for whatever business purpose it deems necessary, without limitation. Scantron licenses use of the assessment data to Customer for educational, instructional, and related administrative purposes. Such license does not permit you to sublicense, resell, or transfer the assessment data for profit or for use in connection with the

development of an assessment product for profit without the prior express written consent of Scantron. During the term of this Agreement there is no restriction on your royalty-free right to download a digital copy of the assessment data for analysis and archiving in support of your organization's internal operations.

10. LINKS TO THIRD PARTY SITES

The Assessment System may contain links to third party websites ("Linked Sites"). The Linked Sites are not under the control of Scantron and Scantron is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site or any changes or modifications to a Linked Site. Scantron is not responsible for web casting or any other form of transmission received from any Linked Site. Scantron provides Users with the ability to link the Assessment System to the Linked Sites as a convenience to you, and the inclusion of any link does not imply endorsement by Scantron of the Linked Site or any association with its operators.

11. ITEM BANKS

ACHIEVEMENT SERIES allows you to create test questions from your own item bank of testing materials, from all of Scantron's proprietary item banks ("Scantron Item Banks") and from item banks owned by third party publishers ("Third Party Item Banks").

You may only use the Scantron Item Banks and/or Third Party Item Banks to assess students for whom the appropriate *ACHIEVEMENT SERIES* licenses have been purchased. You are expressly prohibited from recreating the Scantron Item Banks or cloning items contained therein for use outside of *ACHIEVEMENT SERIES*. Upon termination of this Agreement, your right to use the Scantron Item Banks (and its derived content stored outside of *ACHIEVEMENT SERIES*) shall also terminate. All reproductions of Scantron Item Banks content must include and prominently display Scantron's copyright, trademarks or other proprietary rights notices.

If you use assessment related content by direct license from a third party publisher, you are solely responsible for verifying your right to use such Third Party Item Bank within *ACHIEVEMENT SERIES*.

You may not capture, store, or transmit, electronically or otherwise, *PERFORMANCE SERIES* test items or product visuals, including screen shots, outside of the Assessment System, and are hereby prohibited from doing so.

12. *ACHIEVEMENT SERIES* ITEM BANK ALIGNMENT

Item bank alignments may be provided by Scantron or third-party publishers in connection with the use of *ACHIEVEMENT SERIES*. Such alignments are developed to provide assessment information comparable to a third party test or standards framework. Scantron does not warrant the accuracy of alignments and hereby serves notice that the results of *ACHIEVEMENT SERIES* may not produce assessment information consistent with the actual test or standards framework.

13. *PERFORMANCE SERIES* CURRICULUM ALIGNMENT GUIDES

Curriculum alignment guides may be provided in connection with use of *PERFORMANCE SERIES*. Such guides are developed to provide assessment information comparable to a third party test or standards framework. Scantron does not warrant the accuracy of alignment guides and hereby serves notice that the results of *PERFORMANCE SERIES* may not produce assessment information consistent with the actual third party test or standards framework.

If you request that a curriculum alignment guide be added or changed in connection with your use of *PERFORMANCE SERIES*, all assessment information will be converted to the newly applied curriculum alignment guide and any assessment information provided to you previously will be permanently modified.

14. GENERAL PRACTICES REGARDING DATA STORAGE AND ARCHIVING

Scantron may establish general practices and limits concerning use of the Assessment System, including without limitation the maximum disk space that will be allotted on Scantron's servers on your behalf for the Assessment System and the maximum number of questions and related passages and images and other uploaded Customer Data that will be retained within the Assessment System. You agree that Scantron has no responsibility or liability for the deletion or failure to store any questions or other Customer Data maintained or transmitted by the Assessment System. Assessment data (e.g., test results), will be maintained and accessible through the Assessment System for the duration of the school year in which the subscription begins or for the duration of the subscription, whichever is shorter. Annual download and archiving of assessment data is Customer's responsibility. Scantron reserves the right to modify these general practices and limits at its discretion.

15. PUBLIC MENTION

Customer hereby authorizes Scantron to reference your organization in both internal and external materials. This includes, but is not limited to, internal Scantron documents, printed collateral (i.e., catalogs, brochures and product specification sheets), the Scantron website, tradeshow booth signage, and print advertising. You waive any claims against, and fully release Scantron (including its officers, directors, employees, representatives, successors and assigns) from, and shall not bring any proceedings against such parties for, any claim or cause of action of any nature, based upon or relating to the use of your name.

16. SUPPORT AND MINIMUM TRAINING REQUIREMENTS

During the term of this Agreement, Scantron will provide technical support for the Assessment System via telephone or electronic mail, on weekdays during Scantron's normal business hours, excluding holidays observed by Scantron. Customer shall also have access to the online tools and information available at the Assessment System websites. You acknowledge that Scantron's provision of technical support does not extend to all Users of the Assessment System; rather, all requests for technical support from Scantron shall be made by Users employed by Customer who have been appropriately trained and whom Customer has designated as its "Site Administrators" for the Assessment System. In order to receive phone-in technical support, all *ACHIEVEMENT SERIES* Site Administrators must complete a minimum of three 6-hour on-site training sessions, and all *PERFORMANCE SERIES* Site Administrators must complete a minimum of two 3-hour online training sessions and one 6-hour on-site training session. Customer's other Users are eligible to receive email-only technical support or must direct requests for support to Customer's designated Site Administrators. Scantron will provide technical support to Customer's Site Administrators to assist Customer in resolving errors or "bugs" in the Assessment System and to answer technical questions that affect the functionality of and Customer's ability to use the Assessment System. Technical support does not include assistance with curriculum planning or interpretation of

data. Customer acknowledges that, in order to facilitate Scantron's provision of technical support to Customer with respect to the use of the Assessment System, Scantron may require access to Customer Data and may require that the Customer representative seeking technical support supply Scantron with such representative's password in order to enable Scantron to access such Customer Data. In such event, Customer shall be responsible for ensuring that such Customer representative modifies his or her password promptly after the provision of such technical support.

17. TERM OF USE AND FEES

Unless otherwise defined in Customer's Order for the Assessment System you agree to pay Scantron subscription fees for use of the Assessment System based upon the number of student Users you expect will use the Assessment System within one (1) year of the date of your Order, or such other term as set forth therein (the "Term"). Subscription fees will be invoiced and are payable in advance of the initial and each renewal Term. If the actual number of student Users of the Assessment System during the applicable Term is more than specified in your Order, you are obligated to pay, and Scantron has the right to collect in arrears, additional fees based upon actual usage. The amount of any additional fees will be determined from the fee schedule in effect on the date of your Order. You will not be entitled to a refund of subscription fees in the event that the number of actual student Users during an applicable Term is less than the number specified in your Order or if you voluntarily discontinue use of the Assessment System before the end of the Term. Prior to the expiration of the initial subscription Term and any renewal Term, Scantron may invoice Customer for applicable renewal subscription fees for use of the Assessment System for the subsequent one (1) year renewal Term. You are obligated to pay, and Scantron has the right to collect, additional subscription fees on a pro-rata basis for your use of the Assessment System beyond the duration of any Term, and for any usage during a partial Term.

Fees for professional services you purchase are payable in advance. In addition to professional services fees, Customer shall also pay Scantron for such reasonable travel expenses (including transportation, lodging and meals) as may be incurred in the performance of professional services.

Unless otherwise defined in Customer's Order, the effective date of your initial annual subscription Term means the first day of the month in which the Assessment System is initially available for you to access and use (whether or not you are actively using the Assessment System).

In those circumstances where student subscription volume is less than Customer's testable average daily attendance when using the Assessment System, Scantron reserves the right to limit access by Customer's administrative Users only to those using the Assessment System in support of the student User sub-population. Additional administrator usage fees may apply for use of the Assessment System for other than support of the subscriber student sub-population, such as for item writing, item alignment and test creation.

Your right of access to and use of the Assessment System shall terminate upon the expiration or termination of your Term. Scantron may terminate your access to the Assessment System if you do not submit an Order for a renewal subscription term within thirty (30) days of end of an expired Term.

18. TERMINATION AND ACCESS RESTRICTION

You shall ensure that all use of the Assessment System by you and your Users (including students) complies with the terms of this Agreement. Scantron reserves the right to suspend or terminate the use of the Assessment System or otherwise restrict access to the Assessment System if Scantron determines, in its sole discretion, that there has been a violation of this Agreement that is unlawful or that conditions exist which are likely to cause loss or damage to Scantron or its customers, including any harm to Scantron's network or business. Should Scantron find it necessary to terminate your use of the Assessment System permanently, other than as a result of your breach of this Agreement, Scantron shall refund to you a pro-rata portion of any unearned subscription fees that you may have prepaid.

If you terminate this Agreement, Scantron reserves the right to refuse any future services under this Agreement. Your termination for convenience or resulting from your default does not relieve you of any payment obligations which arise prior to the effective date of the termination, including the payment of fees for any products delivered and services that commence prior to the effective date of the termination.

19. LIABILITY DISCLAIMER

SCANTRON AND ITS SUPPLIERS SHALL NOT BE RESPONSIBLE FOR ANY INCORRECT OR INACCURATE ASSESSMENT OF THE KNOWLEDGE OF A USER OF THE ASSESSMENT SYSTEM. IN ADDITION, SCANTRON OR ITS SUPPLIERS SHALL NOT BE RESPONSIBLE FOR THE DECISIONS MADE BY USERS BASED UPON THE ASSESSMENT DATA PRODUCED BY THE ASSESSMENT SYSTEM. THE ASSESSMENT SYSTEM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. SCANTRON MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE ASSESSMENT SYSTEM OR ANY INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES CONTAINED IN OR OBTAINED THROUGH THE ASSESSMENT SYSTEM FOR ANY PURPOSE. THE ASSESSMENT SYSTEM AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SCANTRON AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE ASSESSMENT SYSTEM AND ALL RELATED PRODUCTS AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL SCANTRON AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE ASSESSMENT SYSTEM OR ITS RELATED SERVICES, WITH THE DELAY OR INABILITY TO USE THE ASSESSMENT SYSTEM OR ITS RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE ASSESSMENT SYSTEM OR ITS RELATED SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE ASSESSMENT SYSTEM OR ITS RELATED SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SCANTRON OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE

LIMITATION MAY NOT APPLY TO ALL USERS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE ASSESSMENT SYSTEM OR SERVICES, OR WITH ANY OF THE TERMS OF THIS AGREEMENT OR OTHER TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ASSESSMENT SYSTEM AND ITS RELATED SERVICES.

20. GENERAL

The laws of the State of ***Michigan***, USA, govern this Agreement. You hereby consent to the exclusive jurisdiction and venue of courts in ***Wayne County, Michigan***, USA in all disputes arising out of or relating to the use of the Assessment System and its related services. Use of the Assessment System is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. Products and services provided in connection with the Assessment System may be provided by Scantron employees, agents, representatives and subcontractors and affiliates. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Scantron as a result of this Agreement or use of the Assessment System. You may not assign or transfer in any way this Agreement or any license granted hereunder without the prior written consent of Scantron. Scantron's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall be interpreted to be in derogation of Scantron's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Assessment System and its related services or information provided to or gathered by Scantron with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. This Agreement (including Customer's Orders) constitutes the entire agreement between Customer and Scantron with respect to the Assessment System supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Customer and Scantron with respect to the Assessment System and its related services. An Order is not effective until accepted in writing by Scantron and, once accepted, is firm and noncancellable. Terms of any Customer issued order forms or any other communication which are additional to or inconsistent with this Agreement are not binding unless Scantron expressly assents to such terms in writing. A printed copy or version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Notices required under this Agreement shall be in writing and delivered by hand, mail or courier and will be deemed received only upon receipt.

21. SURVIVAL

The following sections of this Agreement, together with all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination or expiration of this Agreement will survive: LICENSE AND USE; ASSESSMENT SYSTEM SECURITY, USER IDs AND PASSWORDS; PRIVACY LAWS AND REGULATIONS; CONTENT AVAILABLE ON THE ASSESSMENT SYSTEM WEBSITES; ITEM BANKS; PUBLIC MENTION; TERM OF USE AND FEES; LIABILITY DISCLAIMER; GENERAL.

22. SERVICE CONTACT

Contact Scantron at (800) 722-6876 with questions or problems with the Assessment System.

YOU HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY YOUR DULY AUTHORIZED REPRESENTATIVE AS OF THE DATE SET FORTH BELOW.

CUSTOMER: **Education Achievement Authority of Michigan**

Signature: _____

Name: _____

Title: _____

Date: _____

School District : _____

GlobalScholar

Education Achievement Authority Michigan (EAAM)

ORDER

Subscription Pricing

		Yr1	Yr2	Yr3	Yr4	Yr5	Total
Licenses	**Assessment**	$120,000	$260,400	$382,800	$486,000	$562,500	$1,811,700
	Total	$120,000	$260,400	$382,800	$486,000	$562,500	$1,811,700
Implementation	**Assessment**	$140,000	$140,000	$140,000	$140,000	$140,000	$700,000
	Total	$140,000	$140,000	$140,000	$140,000	$140,000	$700,000
Training	**Assessment**	$3,850	$3,850	$3,850	$3,850	$3,850	$19,250
	Total	$3,850	$3,850	$3,850	$3,850	$3,850	$19,250
	GRAND TOTAL	$263,850	$404,250	$526,650	$629,850	$706,350	$2,530,950
Students		12,000	27,000	42,000	57,000	72,000	
Schools		15	30	40	50	75	

Included in the pricing are the following products-Achievement Series/PerformanceSeries-3 subjects-subscription license model, Common Core Item Banks (ELA and Math), GS Item Banks Math, Reading, Language Arts, Science, Social Studies.

Included in Achievement Series / Performance Series Cost:
- Integration of Item Banks with BrainHoney
- Integration of Performance Series results with BrainHoney
- Refresh of items for new content

Pricing for the Addition of New Schools in excess of 15 schools included in price above

Per School Training *	$1,200
Per School Implementation *	$3,000

Pricing for the Addition of New Students in excess of 12,000 included in price above

	Bundled Annual Per Student Pricing				
From	***0***	***27,000***	***42,000***	***57,000***	***72,000***
To	***26,999***	***41,999***	***56,999***	***71,199***	***+***
ACHIEVEMENT SERIES/PERFORMANCE SERIES	$18.80	$12.85	$12.04	$11.28	$10.48

Proposal is based upon a 5 year agreement with all elements contained in the proposal.

Terms and Conditions:
- Pricing does not include any applicable sales tax or shipping. Customer is responsible for any applicable sales tax in compliance with state's requirement
- Pricing is valid for 30 days unless extended in writing by GlobalScholar.
- GlobalScholar reserves the right to change prices at any time without prior notice.

Your account executive is:
Tim Butterfield
Send Purchase Order to:
GlobalScholar, 1100 112th Ave NE, Suite 100, South Bldg, Bellevue, WA 98004, Phone: 425-646-5700, Fax: 619-615-0516

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-39
APPROVAL OF MEMO OF UNDERSTANDING WITH JUVENILE ASSESSMENT CENTER TO CONDUCT YOUTH ASSESSMENTS

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Memo of Understanding with Juvenile Assessment Center to conduct behavioral youth assessments for the EAA of Michigan is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

_____
Legal Counsel
Approved as to Form

Memorandum of Understanding
Between
Juvenile Assessment Center/Attention, Participation and Support Program and the Education Achievement Authority

I. INTRODUCTION

This Memorandum of Understanding (MOU) has been developed with the recognition that each partner agency has separate and distinct legal mandates with a common goal: improving the lives of children and families. The Juvenile Assessment Center - Attention, Participation and Support (JAC-APS) program recognizes that providing appropriate, effective and individualized services to a population who has come to the attention of the Education Achievement Authority (EAA) is a complex undertaking. The needs of this population often cut across categorical programs, mandatory programs, systems, roles and responsibilities. This intersecting requires the development of new formal partnerships and a commitment to connecting parts of systems and programs that are not typically aligned. The parties recognize that the student's and caregiver's participation in APS is voluntary. This agreement is one step toward building a linkage by more clearly describing the roles and responsibilities.

This agreement will establish mechanisms to:

1) identify and contact all youth and caregivers to be assessed using the APS program's tool; the Juvenile Inventory For Functioning (JIFF)
2) use the JIFF as screening tool for determining each youth's needs for participation in specialized services ;

3) coordinate access to and delivery of services;
4) facilitate communication, and engage in active problem solving;
5) identify and engage with other systems to plan for unmet needs.

II. PURPOSE

A. To identify more accurately the strengths, preferences and needs of both the youth and the caregiver; this is done by using their responses to the JIFF. Ten domains of functioning are covered in the interview: school, home, friends, community, self-harm, illogical thoughts, family environment, health, burden of care (caregiver only), feelings, and substance abuse.

B. To complete an individualized plan, with priorities, goals and services, with the youth and caregivers as full, active partners. The plan will be signed by the youth, caregiver and Assessment

specialist, specific referrals will be authorized for individual/family therapy (CHOICES – a free service for 90 days), psychological evaluations and for some psychiatric (free), tutoring, Girls Scouts, health related exams, etc.

C. To extend assessment and behavioral health services to youth with mild and moderate mental health conditions in order to prevent the development of more chronic and severe emotional disturbances.

D. To identify youth who meet the criteria for Severe Emotional Disturbances and Developmental Disabilities; to identify youth that are ADHD or in need of an IEP.

E. To be flexible when offering services such as Psychologicals, at the JAC or at the school (if a separate and private room is available).

F. To share the JIFF report with authorized and approved professionals (qualified administrative and teaching staff) and caregivers, who will take on the responsibility of confidentiality.

III. ALL PARTIES AGREE TO:

A. Meeting with the entire staff of each new school to present the APS Assessment Specialists and to introduce the JIFF.

B. To make arrangements to have the APS program be a part of parent meetings, parent teacher conferences, etc.

C. Determine what proportion of this population is currently eligible for behavioral health services that are provided without cost to the school, family and EAA by the JAC.

D. Participate in regularly scheduled meetings between the partners for joint planning and to resolve issues as they arise.

E. Support from the EAA and their school administrator for the APS Program, the JIFF interview and the services selected.

F. Continue to have periodic meetings to revise, update, and implement this agreement.

G. Have access to devices that will grant parking in secured lots.

The parties agree and understand that this MOU does not relieve any of the parties from discharging mandates and obligations set forth in statute or regulation or court order.

This agreement may be terminated by any party by giving 30 days written notice to the other party.

This agreement may be amended by memorandum, with the approval of both parties, and such an amendment and its specification will become a binding part of the ongoing agreement.

_____ Date _____

_____ Date_____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-40
APPROVAL OF MASTER SERVICE AGREEMENT
WITH
ALKEBU-LAN VILLAGE

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Master Services Agreement with Alkebu-Lan Village to provide off-campus, community based education and youth development programs for middle and high school EAA of Michigan students who have been placed on out-of-school short term suspension is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Services Agreement on behalf of the Authority, subject to the conditions set forth above;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this ____ day of _____, 2013 ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and **Alkebu-Lan Village**, a Michigan non-profit corporation. ("**Vendor**"). EAA and Vendor are sometimes referred to herein, individually, as a "Party," or, collectively, as the "Parties."

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both Parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The Parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the Parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. EAA affirms that it has budgeted funds for completion of this project and will allocate said funds accordingly. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA invoices for Services as provided in the Service Order attached hereto. Invoices shall be submitted to 300 River Place, Suite 3600, Detroit, MI 48207, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within forty-five (45) days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice from Vendor, the parties shall work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement, and (iii) EAA shall provide a written explanation for any disputed amount with specific remedies it believes needs to be taken. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the federal, state or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any federal, state or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not, and will not, offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local

laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has, and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty (30) days written notice of such termination to Vendor.

(b) Either Party may terminate this Agreement for cause upon breach by the other Party, which breach remains uncured thirty (30) days after written notice describing such breach is given to the breaching Party.

(c) This Agreement may be terminated immediately by a Party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other Party; (ii) conduct by the other Party that may adversely affect a Party, as determined by such Party in its sole discretion, or (iii) the filing of bankruptcy by either Party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the Services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION, CRIMINAL HISTORY RECORDS CHECKS, AND FERPA COMPLIANCE

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third Party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, educational records and data as defined and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, information or data related to business affairs, data, manuals, financial and accounting data, data and information concerning contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

Section 6.4 FERPA Compliance.

(a) Each of the Parties hereby understands and agrees that the EAA is in direct control of the Vendor with respect to the receipt, use, and non-disclosure of student education records (hereinafter "Education Records"), as those records are defined in the Family Education Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (hereinafter "FERPA"), and shall comply with all EAA policies, direction, and requests with respect to the handling of student Education Records. Each of the Parties further warrants that it will comply with all relevant law regarding the protection and non-disclosure of Education Records, including, but not limited to the FERPA and its implementing regulations.

(b) Vendor warrants that it will cause each of its employees, officers, directors, agents, contractors, or any other individual associated with Vendor (the "Personnel") who may have access to Education Records to legally bind themselves to the confidentiality standards contained in FERPA and this Agreement.

(c) Vendor shall ensure that any Education Records which may contain highly sensitive information, including, but not limited to social security numbers, driver's license or state id numbers, financial information, and student lists, are encrypted (i) during transmission, whether sent by email, fax, or through any other digital or electronic download or transmission, and (ii) when stored in any format. Vendor shall also provide written notice within twenty-four (24) hours of any unauthorized release, distribution, or other dissemination of any Education Records of EAA or its students. This notice shall include all relevant information, as determined solely by the EAA, such as the date and time of the release, distribution, or dissemination; the name of the person responsible; the name of the person who received the Education Records, if known; and any other information which the EAA may request.

Section 6.5 Criminal History Record Checks.

(a) In compliance with MCL §380.1230 through MCL §380.1230h, MCL §380.1535a, and MCL §380.1539b, Vendor hereby consents, warrants, and agrees that it will either: (i) cause any background checks required under state and federal law or this Agreement to be conducted in the form and manner required by law for each of the Personnel who may have direct contact with any EAA student prior to such Personnel having such contact; or (ii) provide all information EAA requires in order to enable EAA to conduct any required criminal history record checks for all Personnel who may have direct contact with any EAA student prior to such Personnel having such contact, including causing such Personnel to provide finger prints for such checks.

(b) In the event that Vendor causes such criminal history record checks to be performed pursuant to Section 6.5(a)(i), Vendor shall provide the results of those background checks to the EAA prior to allowing any of the Personnel to have direct contact with any EAA student.

(c) In the event that a Criminal History Background Check reveals that any proposed Personnel have been convicted of any of the following: a "listed offense" as defined under the Revised School Code; any criminal sexual conduct or controlled substance offense; or any other felony, Vendor shall prevent, and cooperate with the EAA in preventing, such Personnel from performing any Services provided for in this Agreement.

(c) **Criminal History Record Information.** Upon written permission from the EAA, the Vendor may receive criminal history record information ("CHRI") from the department of state police for the purpose of conducting employment background checks on behalf of the EAA as required by state law. CHRI received by Vendor for such purposes is to be maintained and processed in accordance with the Federal Security and Management Control Outsourcing Standard for Non-Channelers, wherein the EAA would be the "Authorized Recipient" and the Vendor would be the "Contractor."

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six (6) years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any third Party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Notice of Claims. If Vendor becomes aware of any injury, damages, claim, demand, action, legal proceeding, or other loss that may involve the EAA, whether directly or indirectly, Vendor shall inform the EAA in writing within ten (10) days of receiving knowledge of the injury, damages, claim, demand, action, legal proceeding, or

other loss. Such notice(s) shall be provided in accordance with Section 10.9 of this Master Services Agreement.

Section 8.3 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.4 Insurance.

(d) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional Liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(e) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.4. Such certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.4.

Section 8.5 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET

FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the Parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the Parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the Parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each Party will select one mediator from a list of not less than five mediators provided by the other Party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the Parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the Parties. Each Party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the Parties have reached through mediation, prior to the execution of such agreement. The Parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each Party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each Party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other Party or its counsel any information conveyed to the mediator during the caucus sessions unless the Party conveying such information authorized the mediator to disclose it to the other Party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the Parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated.

There will be three arbitrators. Each Party will select one arbitrator. The two arbitrators selected by the Parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each Party may be represented by an attorney selected by the Party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the Parties. Each Party will pay its own attorney's fees and costs; provided that, if the arbitrators find either Party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other Party. No Party may raise new claims against the other Party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the Parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either Party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the Parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the Parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The Parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both Parties, at the equal expense of the Parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The Parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for Federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any Party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the Parties. This Agreement may be amended only be a written instrument executed by each Party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assigns.

Section 10.8 Expenses. Each Party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

Alkebu-Lan Village
Attn: Marvis Cofield
7701 Harper Avenue
Detroit, MI 48213

If to the EAA, to:

Education Achievement Authority
300 River Place
Suite 3600
Detroit, Michigan 48207
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other Party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each Party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other Party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

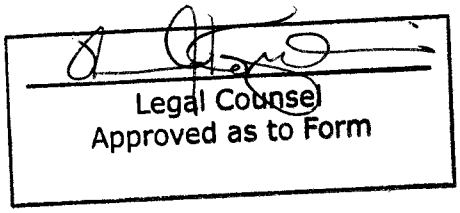
Section 10.11 Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 10.12 Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

MASTER SERVICES AGREEMENT
SIGNATURE PAGE
ALKEBU-LAN VILLAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.



EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D. Ph. D.
Its: Chancellor

Date:_____

ALKEBU-LAN VILLAGE

By:_____
Marvis Cofield
Its: CEO

Date:_____

EXHIBIT A
SERVICE ORDER
ALKEBU-LAN VILLAGE

Alkebu-Ian Village Alternatives to Out of School Suspension
Scope of Services

Alkebu-lan Village has provided community based education and youth development programs to Detroit's eastside residents for over 30 years. Founded as the Alkebu-lan Martial Arts Federation in 1978, the original purpose of the organization was to provide affordable martial arts training to African American youth. The organization has trained over 250,000 individuals in the martial arts since its inception. Throughout our existence, we have come to recognize the benefit of skillfully incorporating martial arts as a tool for youth development.

Over the years the Alkebu-lan Village has expanded to include youth and adult health and fitness training, leadership development, visual and performing arts, academic enrichment services, youth entrepreneurship training, parent education, media production and community service. Currently the organization provides educational, cultural and recreational programs to over 1,000 Detroit youth and their families each year, through on-site and outreach programs.

Pursuant to Title I Part A of the Elementary and Secondary Education Act, as amended by No Child Left Behind, these services will be provided to improve the academic achievement of at-risk pupils in compliances with the Detroit Public School District's Improvement Plan.

Alkebu-lan Village proposes to take up to 60 middle and high school students enrolled in the EAA of Michigan System who have been placed on out-of-school short term suspension and send them through a program that emphasizes mental, moral and physical (martial) development. Research demonstrates that many students exhibiting problematic classroom behaviors often perform below grade level. The missed out of school instructional time places them further behind their peers and grade level.

The Alkebu-Ian Village *Alternatives to Out of School Suspension* [AV Alternatives] aims to provide students with a structured environment in which learning may continue. Tutors will assist students with classroom assignments and guide them, with the use of writing prompts, through the process of self-reflection and self-criticism.

Students will also be required participate in culturally relevant exercises that are designed to foster self-respect, self-control and self-discipline. The combination of academic and cultural activities constitute examples of the Mental, Moral and Martial [M3] focus of Alkebu-lan Village programs, which seek to address the whole person.

- Mental = focus on academic, intellectual activities
- Moral = focus on appropriate decision-making, doing right, correcting one self
- Martial= focus on physical development, self-discipline, self-control and self-respect

The combination of the M3 is the formula that Alkebu-lan Village uses in all of its programming to foster success among youth participants. With regard to the AV-Alternatives Program, when a student is sent home on suspension, we realize that multiple issues are involved that require a more holistic approach that touches on the following:

1. Mental - if students are not already behind; they soon will be by missing valuable instructional time and the opportunity to complete course assignments. Therefore the AV-Alternatives Program offers academic support to students assigned to its program.

2. Moral - if a student has been suspended, it is because she/he did not make a decision that was appropriate at the time. The AV-Alternatives Program requires students to reflect upon and write about the context of her/his actions, what happened, what could have happened and what may be learned so that things may differ the next time.

3. Martial-if a student has been suspended, it is likely that she/he did not exhibit self-discipline and self-control. The AV-Alternatives Program helps students understand the importance of being in control of one's own body and decisions, as well as how to do it.

Approach to Provide Services

Program staff will coordinate communication and reporting efforts with the School Leaders of the schools who select the *Alternatives to Out of School Suspension* service we will provide. The frequency and type of communication will vary according to the needs and capacity of the school personnel.

Alkebu-lan Village remains flexible and accommodating to school personnel, as its staff understands how busy the school environment is. At minimum, Alkebu-lan will commit to the following: Upon completion of each student's suspension, the Project Coordinator will submit at least 3 documents to the appropriate school personnel which are inclusive of the following:

- Suspension completion form, and Overview of Activities form
  Acknowledgement of Parental Engagement and Sign off

Other information will be provided upon request. Twice during the course of the program, the program evaluator will contact the designated school staff to inquire about the students who participated in the AV-Alternatives Program. The purpose of the contact is to find out if the program had an impact on students' future behavior. The Evaluator will be sensitive to the demands placed on school personnel and will strive to be as unobtrusive as possible.

A comprehensive evaluation report will be prepared by the evaluator and submitted to EAA at the end of the program.

Process for Delivering Services

Students assigned to this program must prepare to stay the entire day, which begins promptly at 9:00am and ends at 2:00 pm. There are various components to the program in which all students are required to participate. They include *Opening and Closing Unity Circle,* critical self-reflection (writing), academic enrichment, and physical fitness.

The AV-Alternatives Program is a service provided to the EAA that is designed to create a structured learning environment for students who have been placed on short- term suspension. The steps of for service delivery are as follows:

Step 1: The appropriate school staff person decides if a student that is presently being placed on short term out-of-school suspension should attend the AV-Alternatives Program.

Step 2: The staff person calls Alkebu-lan Village between the hours of 8:00am3:00pm to see if there is an opening in the program for the requested days. To determine this; the Intake-Receptionist will need the student's grade, start date of the suspension, as well as the length of suspension.

Step 3: The Intake-Receptionist immediately checks availability and provides response. If there is room, the Intake-Receptionist will take the student's name, address and phone number and put it on the schedule.

Step 4: The school representative informs students (and their families) about their suspension placement and that they will have to provide their own transportation to and from Alkebu-lan Village. In addition, she/he provides the student with a reminder card that indicates the prompt start and ending times of the program.

Step 5: The intake process for each student is to include parent/guardian along with the student to review process, procedures, responsibilities and expectations of parent/guardian and student to ensure a successful completion of this program.

Step 6. When each student arrives at Alkebu-lan Village, she/he must check in with the program intake person, who will check off his/her name, time of arrival and whether or not she/he brought work from school. Students may arrive any time between 8:30 am-9:00 am. Anyone arriving after 9:00am will not be permitted to enter the building. In such case, the school will be informed that the student did not show up for her/his assignment and her/his place will be forfeited. [The assigning school would need to treat this student as a new case if they want her/him to still go to Alkebu-lan.]

Step 7: Upon completion of the suspension, students will be able to take home all worksheets and homework assignments. It is the responsibility of the student and family to ensure that assignments are submitted to the appropriate school personnel.

Step 8: Also upon completion of the Alternatives to Out of School Suspension each student will have an exit interview with an AV Staff/Social Worker (when applicable) and Parent/Guardian to receive a reentry plan of action and sign off on the Alternatives to Out of School Suspension program completion.

Student Reentry Process

The Alkebu-lan Village Program Coordinator will submit the following information to each assigning school after students have completed their suspension:

1. An attendance summary for each student, with arrival and departure times;
2. A checklist of activities the student worked on and completed during the suspension;
3. If necessary, a notice from the social worker (see Structure of Program below).
4. Copy of reentry plan of action and Parent/Guardian sign off on the Alternatives to Out of School Suspension program completion.

Alternatives to Out of School Suspension

Overview and Structure of Program The

structure of the day is as follows:

Time	Activity
8:30am-9:00am	Breakfast
9:00am -9:30am	Opening Unity Circle
9:30am -10:45am	Critical Self Reflection Writing Period
10:45am-11:00am	Restroom Break
11: 00am-12:15pm	Tutoring and Guided Learning
12:15pm- **1:** 00pm	Lunch
1: OOpm -1:45pm	Cultural Enrichment and Physical Activity
1:45pm -2:00pm	Closing Unity Circle

Below is a summary of each program component.

Opening Unity Circle: The Opening Unity Circle consists initially of a series of affirmations and culturally affirming songs. In addition, program staff will lead discussions on appropriate decision making and communication, helping and working with others, as well as other issues relevant to the actions that led them to be suspended. In addition, staff will review rules and expectations of each youth during his/her time at the Village. Just before Unity Circle ends, students will be assigned to a group of 15 according to her/his age and if she/he brought class assignments.

Critical Self Reflection Writing Period: Students will be required to examine their behavior by responding to specific questions and essaying a reflection regarding the behavior that got them into trouble. This also allows for thinking and writing about alternative solutions that may have brought a more proactive result. Writing prompts are only a first step in student reflection. Tutors will discuss these writings with the students, ensuring that they have taken the assignment seriously and have produced pro-social examples of alternate routes of behavior.

Tutoring and Guided Learning: Students who bring assignments with them will work on them in silence. As much as possible, work assigned should mirror what students receive in the regular classroom setting and not be last minute "busy work." The group tutor will walk around and ensure that students understand what is being asked of them and provide assistance where needed. If students complete all of their work prior to the end of their suspension, Alkebu-lan tutors will assign additional work during this period. The tutor will complete a summary sheet for each student with whom she/he worked, describing completed activities. Those who did not bring work with them will be assigned grade appropriate math and language arts activities to complete each day of her/his suspension. The activities may be a combination of paper activities, projects and/or computer-based learning modules. The tutor will work with students to score their assignments, as well as assist students to understand the concepts, formulas and/or procedures.

Stretching and Restroom Break: Because students will not be permitted out of the room during the Writing Prompts and Tutoring and Guided Learning session, they will have an opportunity to take a break during which they will be guided through various stretches and other brain stimulating activities, as well as use the restroom and get a drink of water.

Lunch: Alkebu-lan Village will provide lunch to students.

Cultural Enrichment and Physical Activity: Students will participate in a 45-minute class on various topics, including but not limited to physical fitness, fundamentals of the Alkebudo Martial Arts System, African drum, African dance, and social etiquette.

Closing Unity Circle: During Closing Unity Circle staff members guide students through a summary of the day and review lessons learned. In addition, they recite various culturally affirming poems and songs.

Students who have been suspended 3 or more days and those who have been suspended 3 or more times will be required to see a social worker as part of their assignment. This is part of a broader effort to reduce recidivism and promote behaviors that lead to student success. If a student has done something that warrants a long or multiple suspensions, there may be underlying issues surrounding her/his misbehavior that require the support of a trained professional.

Feedback

Feedback will be provided to students by program staff during the course of the day. During the *Tutoring and Guided Learning* sessions, tutors will provide feedback on academic performance as necessary. Throughout the day, program staff as a whole will provide supportive and encouraging words as students demonstrate improvement, understanding and behaviors that reflect they are trying to do better. If students exhibit unacceptable behaviors or say things that are inappropriate, staff members will address these behaviors immediately and in a respectful manner to help them understand why they need to do better and how to do better.

As mentioned in the *Process Delivery* section above, the Program Coordinator will submit reentry information about each student to her/his respective school upon completion of the assignment/suspension. The information will include a summary of attendance, as well as the activities she/he completed while at Alkebu-lan Village.

Evaluation and Monitoring

A process of monitoring and evaluation will be ongoing and continuous. This approach permits staff to recognize program activities that are successful, identify those that are not, and make improvements where necessary. The major components of the plan include:

I. Developing a work plan of action steps and a timeframe. This work plan includes the way in which program goals will be monitored and evaluated throughout the life of the project; data collection and reporting schedule; and staff meeting schedule.
2. Designing a strategy for gathering, processing and analyzing program data. Program data that will be gathered include student attendance, referral forms, staff observations during sessions, completion of work, feedback from school staff, and survey data from students and staff.
3. Assessing the challenges and successes of the program. Data collected throughout the course of the program will be reviewed and discussed on a weekly basis by the evaluator and staff members. The purpose of these ongoing discussions is to identify program successes as well as address concerns, challenges and ineffective approaches with the youth.
4. Developing and implementing strategies for improvement. The evaluator will work with staff members to engage in the ongoing process of review and improvement.
Within 30 days after the program has ended, a comprehensive evaluation report will be prepared and disseminated to the appropriate EAA office. The evaluation will assess the effectiveness of the AV-Alternatives Program. The Evaluator will coordinate follow up with school officials and work with program staff to gather data for analysis on an ongoing basis.

Alternatives to Out of School Suspension COST for PROGRAM

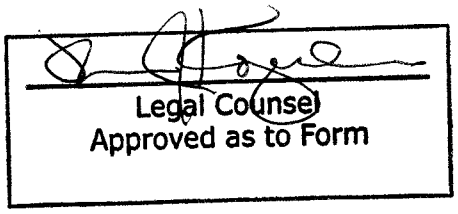
Alkebulan Village & Alternative Suspension Program (EAA Student)

Unit Cost: $30.00 per student per day (guarantee of 50 students daily)

Total Program Cost: $330,000.00
(based on EAA school year schedule 220 days of service)

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A
SERVICE ORDER
SIGNATURE PAGE
ALKEBU-LAN VILLAGE



EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D., Ph. D
Its: Chancellor

Date:_____

ALKEBU-LAN VILLAGE

By:_____
Marvis Cofield
Its: CEO

Date:_____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2012-41
APPROVAL TO ENTER INTO AGREEMENT WITH PRUDENTIAL SECURITY, INC. FOR SECURITY SERVICES

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Agreement with PRUDENTIAL Security, Inc., to provide security services for the EAA of Michigan, is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to further negotiate and execute the Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

By:_____
Secretary

Legal Counsel
Approved as to Form

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into this _____ day of August, **2013** ("**Effective Date**") between the Education Achievement Authority, a Michigan public body corporate ("**EAA**") and Prudential Security, Inc. ("**Vendor**").

WHEREAS, EAA desires to retain Vendor to provide certain services as described herein upon the terms and conditions set forth herein and Vendor is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES TO BE PROVIDED

Section 1.1 Services. Each individual service to be provided by Vendor to EAA under this Agreement will be defined by a Service Order in the form of the template attached as **Exhibit A**. Each Service Order shall be signed by both parties and will describe the services to be performed ("**Services**"), the schedule for the performance of the Services (the "**Period of Performance**"), any identifiable work product to be delivered by Vendor ("**Deliverables**"), the fixed price or hourly rate for the Services ("**Fees**"), and any other terms that apply to that specific Service Order ("**Special Terms**"). The parties anticipate the possibility of executing multiple Service Orders outlining separate engagements for services. Each Service Order, together with the terms of this Agreement, constitutes a separate contract that will be effective upon execution of the Service Order by the parties. Each Service Order shall be governed by the terms of this Agreement. Except for those Special Terms in the Service Order that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Service Order, this Agreement shall govern.

ARTICLE II
COMPENSATION

Section 2.1 Fees. All Fees payable to Vendor during the term of this Agreement shall be reflected in each Service Order and shall remain fixed for the duration of the Service Order. Except for the Fees set forth in the applicable Service Order, there are no other fees or costs to be paid by EAA to Vendor. Notwithstanding the foregoing, Vendor acknowledges and agrees that the total amount payable to Vendor hereunder is subject to EAA's annual budgeted amount for such Services. Furthermore, amounts to be paid to Vendor shall not exceed the maximum dollar amount(s) specified in each Service Order, unless Vendor obtains the prior written approval of EAA and the parties execute a modified Service Order.

Section 2.2 Invoices. Vendor shall submit to EAA weekly invoices of Services performed in the previous week. Invoices shall be submitted to: 3022 W. Grand Blvd., Suite 14-652, Detroit, Michigan, 48202, Attention: Accounts Payable. EAA shall pay invoices for Services satisfactorily performed within 45 days after receipt of an invoice from Vendor. In the event that EAA reasonably disputes any amount that appears on an invoice received from Vendor, the parties shall

work together in good faith to resolve the dispute. EAA shall not be required to pay the disputed portion until the dispute is resolved; provided, however, that (i) EAA continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor shall continue to provide all of the Services and otherwise perform its obligations under the Agreement. Nonpayment by EAA of disputed amounts shall not constitute a breach of EAA's obligations regarding payment to Vendor or otherwise be considered a basis for termination of this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF EAA

EAA represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 3.1 Organization and Good Standing. EAA is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 3.2 Power and Authorization. EAA has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of EAA and its officers, directors and shareholders for the authorization, execution and delivery of this Agreement and the performance by EAA of its obligations hereunder have been taken. This Agreement, when executed and delivered, shall constitute the legal and binding obligation of EAA in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 3.3 No Conflict or Breach. The execution, delivery and performance by EAA of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon EAA or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to EAA as follows and acknowledges that EAA is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

Section 4.1 Organization and Good Standing. Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan, has all requisite power and authority to own, operate and lease its properties and is duly authorized to do business in the State of Michigan.

Section 4.2 Power and Authority. The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws not or hereafter in effect generally relating to or affecting creditors' rights.

Section 4.3 No Conflict or Breach. The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

Section 4.4 No Debarment, Pending Governmental Action or Record of Violations. Vendor has not been debarred by either the Federal, State or any local unit of government from providing services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any Federal, State or local government's procurement, contracting or ethics rules.

Section 4.5 Conflicts; No Undue or Improper Influence or Inducement. Vendor represents and warrants that it has disclosed in writing any existing conflicts of interest involving EAA, and that it will disclose in writing to EAA any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to EAA or any of EAA's employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this or any other agreement with EAA.

Section 4.6 Performance of Services; Compliance with Law. The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor's actions and performance of the Services throughout the term of this Agreement shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all laws applicable to EAA's operations or to which EAA is otherwise bound. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business. No representation or warranty of Vendor contained in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements and facts contained herein not misleading.

ARTICLE V
TERM AND TERMINATION

Section 5.1 Term. This Agreement commences on the Effective Date and shall continue in effect so long as Services are being provided pursuant to a Service Order, or until terminated as provided herein.

Section 5.2 Termination.

(a) EAA may terminate this Agreement or any Service Order hereunder without cause by providing at least thirty days written notice of such termination to Vendor.

(b) Either party may terminate this Agreement for cause upon breach by the other party, which breach remains uncured thirty days after written notice describing such breach is given to the breaching party.

(c) This Agreement may be terminated immediately by a party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other party; (ii) conduct by the other party that may adversely affect a party, as determined by such party in its sole discretion, or (iii) the filing of bankruptcy by either party. Further, EAA may terminate this Agreement immediately upon the substantial failure of Vendor to perform the services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Article VI.

(d) Upon the expiration or termination of this Agreement or a Service Order for any reason, Vendor will cooperate with EAA in the orderly completion or transfer of Services and return of all EAA data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by EAA. Vendor waives and forfeits all other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

ARTICLE VI
CONFIDENTIAL INFORMATION

Section 6.1 Standard of Care. Vendor acknowledges that it may receive or have access to EAA's "Confidential Information", as that term is defined below. Vendor will protect EAA's Confidential Information with the same degree of care as Vendor uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event, less than a reasonable degree of care. Vendor shall not disclose or otherwise make available EAA's Confidential Information to any third party without the prior written consent of EAA; provided, however, that Vendor may disclose the Confidential Information to its officers, employees, and contractors who need access to the Confidential Information to perform their obligations to Vendor or EAA and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Article VI. Further, Vendor shall comply will all confidentiality-related guidelines, standards and law applicable to EAA. Vendor agrees to immediately notify EAA in the event Vendor becomes aware of any loss or unauthorized disclosure of EAA's Confidential Information. The provisions of this Article VI shall survive the termination or expiration of this Agreement.

Section 6.2 Confidential Information. "Confidential Information" means any information related to the business, personnel and operations of EAA obtained by Vendor, and may include, but is not limited to, business affairs, data, manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

Section 6.3 Return of Confidential Information. Upon expiration or termination of this Agreement, Vendor shall promptly return to EAA all Confidential Information of EAA and all copies, or at EAA's option, Vendor shall destroy the Confidential Information.

Section 6.4 Employment Background Checks. Upon written permission from the EAA, the Vendor may receive criminal history record information ("CHRI") from the department of state police for the purpose of conducting employment background checks on behalf of the EAA as required by state law. CHRI received by Vendor for such purposes is to be maintained and processed in accordance with the Federal Security and Management Control Outsourcing Standard for Non-Channelers, wherein the EAA would be "Authorized Recipient" and the Vendor would be the "Contractor."

ARTICLE VII
AUDITS

Section 7.1 General. Upon reasonable notice from EAA, Vendor shall provide EAA and its agents, regulators, accountants and inspectors access to, and any assistance and information that they may reasonably require with respect to the Services to, among other things, verify the security of EAA Confidential Information and examine Vendor's performance of the Services to enable EAA to confirm Vendor's compliance with this Agreement and applicable law.

Section 7.2 Cooperation and Record Retention. Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services. Unless returned to EAA, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six years after the expiration or termination of this Agreement. Vendor shall make such books and records available to EAA at EAA's request. Further, Vendor shall, and shall cause its agents, employees and contractors to provide EAA with all assistance required to enable EAA to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

ARTICLE VIII
INDEMNIFICATION, DAMAGES, INSURANCE AND WARRANTIES

Section 8.1 Indemnification. Vendor shall indemnify and hold harmless EAA and EAA's employees, agents, directors and officers against all liability arising out of, or resulting from any

third party claim, suit, action or proceeding arising out of or resulting from (i) the failure of Vendor or any of its agents, employees or contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or contractor of Vendor.

Section 8.2 Limitation of Liability; No Special Damages. Notwithstanding any other provision of this Agreement, EAA shall not be liable to the Vendor for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Order. Nothing in this Agreement shall be construed as a waiver of governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Service Order.

Section 8.3 Insurance.

(a) At all times during the term of this Agreement, Vendor shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to EAA:

(1) Commercial General liability, covering bodily and personal injury, property damage, and contractual liability insuring the activities of Vendor under this Agreement, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(2) Commercial Automobile liability with limits of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate, adding EAA as an additional insured with respect to this Agreement.

(3) Worker's compensation insurance in amounts required in accordance with applicable laws.

(4) Errors and Omissions/Professional liability with limits no less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the annual aggregate.

(b) Upon request by EAA, Vendor shall provide EAA with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8.3. Such certificates of insurance shall not be materially amended or cancelled without thirty days prior written notice to EAA; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Section 8.3.

Section 8.4 Disclaimer of Warranties. EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND, (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SERVICE ORDER, NEITHER EAA NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ARTICLE IX
DISPUTES

Section 9.1 Informal Dispute Resolution. EAA and Vendor will attempt to settle any dispute through informal good faith negotiations The dispute will be escalated to appropriate senior level management of the parties, if necessary. If such managers are unable to resolve the dispute within ten business days of referral (or any other mutually agreed upon timeframe), the parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

Section 9.2 Mediation. There will be a single mediator. If the parties cannot agree upon an acceptable mediator within ten days of termination of the negotiations under Section 9.1, each party will select one mediator from a list of not less than five mediators provided by the other party. These two mediators will select a third mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the parties to final and binding arbitration. The mediation will be held in Detroit, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by telephone, facsimile transmission or other means of communication. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the parties have reached through mediation, prior to the execution of such agreement. The parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. Each party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other party.

Section 9.3 Binding Arbitration. Should any dispute (or part thereof) remain between the parties after completion of the mediation process described in Section 9.2, such dispute will be submitted to final and binding arbitration in Detroit, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), except to the extent that the AAA Rules are contrary to the specific terms of this Section 9.3, provided, however, that at the election of EAA,

the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three arbitrators. Each party will select one arbitrator. The two arbitrators selected by the parties will select a third arbitrator. At least one of the arbitrators will have at least five years of relevant experience. Each party may be represented by an attorney selected by the party. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the parties. Each party will pay its own attorney's fees and costs; provided that, if the arbitrators find either party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other party. No party may raise new claims against the other party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the parties. The arbitrators will apply the law of the state of Michigan. The arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the parties and will be non-appealable. At least thirty days before the arbitration is scheduled to commence, the parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both parties, at the equal expense of the parties. The arbitration will be completed within 120 days of the selection of the third arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Independent Contractor. The Services of Vendor shall be rendered as an independent contractor. The relationship between EAA and the Vendor shall not be that of partners, agents, or joint venturers to one another, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency or employment agreement between them for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amount due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons. No provision of this contract shall be for the benefit of any party other than the Vendor and the EAA.

Section 10.2 Tax Exempt Status. Vendor acknowledges that EAA is a tax-exempt entity. Vendor may not use any EAA facility for any unauthorized purpose and will not act in any way that might jeopardize EAA's tax-exempt status.

Section 10.3 Entire Agreement and Amendments. This Agreement (including the Service Orders and exhibits), together with the documents delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral

or written agreements, negotiations, representations, discussions and understandings between the parties. This Agreement may be amended only be a written instrument executed by each party.

Section 10.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

Section 10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto. No party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties in advance.

Section 10.7 No Third Party Beneficiaries. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns.

Section 10.8 Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

Section 10.9 Notices. All written notices, consents, approvals, requests and other communications ("**Notices**") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the Vendor, to:

Prudential Security, Inc.
3011 West Grand Blvd. Suite 130
Detroit, MI 48202
Attention: Jeff Flynn

If to the EAA, to:

Education Achievement Authority
3022 W. Grand Boulevard
Suite 14-652
Detroit, Michigan 48202
Attention: Chancellor's Office

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other party as provided in this Section 10.9.

Section 10.10 Further Assurances. Each party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D.
Chancellor

Date:_____

PRUDENTIAL SECURITY, INC.

By:_____
Gerald Smith
Executive Vice-President

Date:_____

EAA/PRUDENTIAL SECURITY
Exhibit A
Service Order

A. SERVICES: The EAA hereby engages the Vendor to provide such public safety and security services in EAA schools, and to carry out the responsibilities in accordance with the terms and conditions of this Agreement utilizing personnel and equipment to be provided by the Vendor.

B. PERIOD OF PERFORMANCE: This Agreement takes effect on the Effective Date and will remain in effect until **June 30, 2014**, unless earlier terminated by the parties.

C. DELIVERABLES AND RESPONSIBILITIES OF THE PARTIES:

1. **Duties.** The Vendor shall provide public safety services to the EAA which includes, but is not limited to, the following:

    a. Patrol all assigned areas both inside and outside of building to regulate traffic, control crowds, prevent crime, or arrest violators;

    b. Respond to emergency calls to protect persons or property from crimes, fires, or other hazard, including, but not limited to, emergencies in the form of fights, natural disasters, fires, and intrusion by individuals not affiliated with the school;

    c. Respond to crimes in progress, initiating actions such as administering aid to victims, and detaining and interrogating suspects as permitted by law;

    d. Attend school events and extra-curricular activities to maintain order, including after hour school functions such as athletic games, dances, plays and graduation;

    e. Investigate and report, on approved Incident Report forms, all incidents related to public safety involving EAA buildings, students, and/or staff;

    f. Provide security during the loading and unloading of busses;

    g. Identify those persons responsible for violations of school rules and regulations or laws, when observed;

    h. Participate in drills and emergency precautionary demonstrations;

    i. Inspect establishments for compliance with local regulations;

    j. Assist EAA faculty and staff in the enforcement of the EAA code of conduct;

    k. Assist law enforcement officials in the investigation and prosecution of crimes on EAA grounds or against EAA students and employees, including, but not limited to, providing identification and testimony as necessary;

l. Perform any other actions as requested, agreed to, and memorialized in the Post Order Manuals to be maintained at each EAA facility.

2. Hours and Assignments.

a. Generally. The following guidelines are to provide general direction as to the hours and physical assignment of the security services provided for herein. The Parties agree that security personnel and supervisors shall remain flexible and respond to reasonable requests by EAA faculty and staff for security responses based on need and current circumstances.

b. Hours. Security personnel shall arrive at least forty five (45) minutes prior to the opening of school and shall remain at least forty-five (45) minutes after the closing of school to secure and ensure the safety of school facilities, students, faculty, and visitors. For EAA high schools, security personnel shall be on site and available from 7 am until 4 pm each day school is in session. For EAA elementary and middle schools, security personnel shall be on site and available from 8 am to 5 pm each day school is in session.

c. Assignment. Security personnel shall be assigned to EAA schools as follows:

i. Central High School: Five (5) security guards.
ii. Mumford High School: Nine (9) security guards.
iii. Pershing High School: Nine (9) security guards.
iv. Denby High School: Nine (9) security guards.
v. Henry Ford High School: Seven (7) security guards, and one (1) supervisor.
vi. Southeastern High School: Eight (8) security guards, and one (1) supervisor.
vii. Bethune Middle School: Three (3) security guards.
viii. Brenda Scott Middle School: Three (3) security guards.
ix. Murphy Elementary/Middle School: One (1) security guard
x. Trix Elementary/Middle School: One (1) security guard
xi. Steward Elementary/Middle School: One (1) security guard
xii. Burns Middle School: Two (2) security guards.
xiii. Law Elementary/Middle School: Two (2) security guards.
xiv. Nolan Middle School: Two (2) security guards.
xv. Phoenix Academy: Two (2) security guards.
xvi. Rotating Supervisors: Four security supervisors shall rotate among those schools that do not have a supervisor stationed as necessary.

3. Certification and Background Checks. The Vendor shall ensure that all public safety officers providing service under this Agreement meet and satisfy all required federal and state certification and background check requirements as provided by law.

4. **Schedule for Service.** The EAA 2013 -2014 academic calendar and building schedules shall serve as basis for schedule of service and after school/extra-curricular activities as requested by the EAA.

The EAA reserves the right to change any and all of the work schedules and building assignments and to notify the Vendor of such changes. The Vendor will notify the EAA immediately of conditions which limit hours or decrease the daily work crews, such as illness or injury. In addition, the Vendor will notify the EAA designee in advance of any condition or situation which will affect the performance of the work under this Agreement.

5. **Identification**. All employees providing services under this Agreement are required to wear uniforms on all work days. Logo on all uniform shirts is required. Uniforms must be worn by all regular and substitute employees while performing under this Agreement. In addition to uniforms, all Vendor personnel are also required to wear an identification badge approved by the EAA. The ID badge is to be clearly visible, while performing work under the Agreement.

D. FEES: The Vendor shall be paid for services under this Agreement at an annual amount of $1,461,966.30 for the use of (64) officers and (6) supervisors. Additional services may be requested for after school/extra-curricular events at the hourly rate of $15.37 per hour for officers, $17.43 per hour for supervisors, and $5,880.00 per school year for vehicle use. The Vendor shall invoice the EAA in accordance with the terms of this Agreement. The payment due the Vendor under this agreement shall be adjusted to reflect any changes in service.

E. SPECIAL TERMS

None.

EDUCATION ACHIEVEMENT AUTHORITY
By:_____
J. Wm. Covington, Ed.D.
Chancellor

Date:_____

PRUDENTIAL SECURITY, INC.
By:_____
Gerald Smith
Executive Vice-President

Date:_____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2012-42
APPROVAL TO ENTER INTO AGREEMENT WITH
DETROIT POLICE ATHLETIC LEAGUE

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Agreement with the Detroit Police Athletic League, to provide an opportunity for EAA students to participate in the PAL inter-league athletic activities, is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to further negotiate and execute the Agreement on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

By:_____
Secretary

Legal Counsel
Approved as to Form

ATHLETICS PARTICIPATION and FACILITIES USAGE AGREEMENT

This Athletics Participation and Facilities Usage Agreement ("Agreement") is hereby entered into the ___ day of _____, 2013, by and between the Detroit PAL, a Michigan non-profit corporation ("PAL") and the Education Achievement Authority ("EAA"), a Michigan public body corporate and special authority (individually, a "Party", or collectively, the "Parties").

RECITALS

WHEREAS, the Parties agree to cooperatively offer athletics participation for students attending EAA elementary and middle schools; and

WHEREAS, the Parties' intent is to provide the opportunity for EAA students to fully participate in all curricular and extracurricular opportunities available to them; and

WHEREAS, the EAA has approved the use of EAA facilities for school and community purposes, and encourages its students to attend school activities; and

WHEREAS, PAL and the EAA wish to provide for the participation of students in EAA schools in the Police Athletic League of interscholastic athletics for the 2012-2014 Academic Years; and

WHEREAS, PAL and the EAA wish to formalize agreement with respect to the operations and expenses at athletic events;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the EAA and PAL agree as follows:

ARTICLE I
ATHLETICS PARTICIPATION, EQUIPMENT, RECORDS, OFFICIATING, AND OPERATIONS

A. **Athletics Participation**. EAA has requested and PAL has agreed to allow students of the EAA to participate in the Police Athletic League. This participation shall be for the following sports:

(i) Soccer
   a. Fall Season
   b. Grades 3-8
   c. Co-Ed Teams

(ii) Basketball
   a. Fall Season
   b. Grades 7-8
   c. Boys Teams and Girls Teams

(iii) Volleyball
   a. Winter Season
   b. Grades 7-8
   c. Girls Teams

(iv) Track and Field
   a. Spring Season
   b. Grades 1-8
   c. Co-Ed Teams

(v) Softball
   a. Summer Season
   b. Grades 9-12
   c. Girls Teams

(vi) Football
   a. Fall Season
   b. Grades 9-12
   c. Boys Teams

B. **Use of EAA Facilities**. EAA shall allow the use of EAA facilities under a schedule as agreed upon from time to time by the Parties. Upon agreement of the Parties, such schedules shall be incorporated into and made a part of this Agreement.

C. **Athletics Equipment**. Unless otherwise provided for in this Agreement, the Parties agree that PAL shall provide all equipment necessary for athletic practices and games for each sport.

D. **Athletic Uniforms**.

(i) **U.S. Soccer for Success**. Contingent upon receipt of a grant from the U.S. Soccer for Success program each year, PAL shall provide the athletic uniforms for all soccer programs under this Agreement.

(ii) **Other Sports**. EAA shall provide the athletic uniforms for all sports other than the soccer program sunder this Agreement.

E. **Coaches**.

(i) **U.S. Soccer for Success**. Contingent upon receipt of a grant from the U.S. Soccer for Success program each year, PAL shall provide all coaches necessary for the soccer programs under this agreement.

(ii) **Other Sports**. EAA shall provide the coaches necessary for all sports under this Agreement other than Soccer.

F. **Officiating**. PAL shall provide all league officials, including referees and umpires as necessary for the proper conduct and officiating of the competitions.

G. **Security**. PAL shall provide for the necessary security at all athletic events under this Agreement.

H. **Transportation.** EAA shall provide all transportation necessary for its students to participate in the programs under this Agreement.

I. **Medical Staff**. PAL shall provide qualified medical staff at all events provided for under this Agreement.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

A. **PAL**. PAL shall:

(i) Provide a donation to the EAA in the amount of Eighteen Thousand Dollars ($18,000.00).

(ii) Provide coaches, uniforms, administration stipend, snacks and uniforms for all students participating in the U.S. Soccer for Success program. Such responsibility is contingent upon the status of the U.S. Soccer for Success funding each program/academic year.

(iii) Provide liability and secondary injury insurance on all athletes and for the EAA facilities within the scope of its programming. The level, amounts, and form of the insurance provided shall be in an amount generally required for activities of this type. The insurance requirements promulgated by the Michigan High School Athletic Association shall serve as acceptable guidance of this requirement. EAA shall be named as an additional insured under all insurance policies required under this Agreement.

(iv) Provide for the facility clean-up after all outdoor events.

(v) Provide the scheduling for all league events and competitions.

B. **EAA**. EAA shall:

(i) Provide for an administrator for the U.S. Soccer for Success program.

(ii) Provide coaching staff and uniforms for all programs and sports other than those conducted under the U.S. Soccer for Success program.

(iii) Provide for transportation of all participating students to and from athletic competitions as scheduled by PAL under this Agreement.

C. **Criminal History Background Checks**. PAL shall conduct all criminal history background checks required under Michigan law for all coaches and other individuals, whether they be staff, volunteers, or a participants in some other role, who have regular contact with any EAA students. The results of such background checks shall be provided to the EAA prior to any individual having regular contact with any EAA student.

ARTICLE III
FACILITY USAGE

A. High School Facility Usage: The Parties agree to the following high school facility usage by PAL:

(i) Central High School

Sport: Football
Facility: Field
Maximum/Minimum Days: 6/5
Season: August – November

Day: Saturday / Sunday

Sport: Basketball (or Volleyball, at PAL's option)
Facility: Gym
Maximum/Minimum Days: 7/6
Season: October – March
Day: Saturday

Sport: Softball
Facility: Field
Maximum/Minimum Days: 8/7
Season: July – August
Day: Monday - Saturday

(ii) Denby High School

Sport: Football
Facility: Field
Maximum/Minimum Days: 6/5
Season: August – November
Day: Saturday / Sunday

Sport: Basketball (or Volleyball, at PAL's option)
Facility: Gym
Maximum/Minimum Days: 7/6
Season: October – March
Day: Saturday

Sport: Softball
Facility: Field
Maximum/Minimum Days: 8/7
Season: July – August
Day: Monday - Saturday

(iii) Henry Ford High School

Sport: Football
Facility: Field
Maximum/Minimum Days: 6/5
Season: August – November
Day: Saturday / Sunday

Sport: Basketball (or Volleyball, at PAL's option)
Facility: Gym
Maximum/Minimum Days: 7/6
Season: October – March
Day: Saturday

Sport: Softball
Facility: Field

Maximum/Minimum Days: 8/7
Season: July – August
Day: Monday - Saturday

(iv) Pershing High School

Sport: Football
Facility: Field
Maximum/Minimum Days: 4/3
Season: August – November
Day: Saturday / Sunday

Sport: Basketball (or Volleyball, at PAL's option)
Facility: Gym
Maximum/Minimum Days: 7/6
Season: October – March
Day: Saturday

Sport: Softball
Facility: Field
Maximum/Minimum Days: 8/7
Season: July – August
Day: Monday - Saturday

(v) Southeastern High School

Sport: Football
Facility: Field
Maximum/Minimum Days: 5/4
Season: August – November
Day: Saturday / Sunday

(vi) Mumford High School

Sport: Football
Facility: Field
Maximum/Minimum Days: 8/7
Season: August – November
Day: Saturday / Sunday

Sport: Basketball (or Volleyball, at PAL's option)
Facility: Gym
Maximum/Minimum Days: 7/6
Season: October – March
Day: Saturday

Sport: Softball
Facility: Field
Maximum/Minimum Days: 8/7
Season: July – August
Day: Monday – Saturday

Sport: Track & Field
Facility: Field
Maximum/Minimum Days: 8 Meets
Season: April - July
Day: Saturday / Sunday

Sport: Track & Field
Facility: Field
Maximum/Minimum Days: 6-8 Practices
Season: April - July
Day: Monday - Saturday

B. Elementary/Middle School Facility Usage: The Parties agree to the following elementary/middle school facility usage by PAL:

(i) Bethune

Sport:
Facility:
Maximum/Minimum Days:
Season:

(ii) Brenda Scott

Sport:
Facility:
Maximum/Minimum Days:
Season:

(iii) Burns

Sport:
Facility:
Maximum/Minimum Days:
Season:

(iv) Law

Sport:
Facility:
Maximum/Minimum Days:
Season:

(v) Nolan

Sport:
Facility:
Maximum/Minimum Days:
Season:

(vi) Phoenix

Sport:
Facility:
Maximum/Minimum Days:
Season:

ARTICLE IV
CONCESSIONS AND GATE RECEIPTS

A. **Concession Stands.** The Parties hereby agree that concession stands profits, after all expenses are accounted for, shall be apportioned as follows:

(i) Football Games: To PAL.
(ii) Basketball Games: To EAA.
(iii) Soccer Games:
(iv) Volleyball Games:
(v) Softball Games:
(vi) Track & Field Games:

B. **Gate Receipts.** The Parties hereby agree that all gate receipt profits, after all expenses are accounted for, shall be apportioned as follows:

(i) Football Games: To PAL.
(ii) Basketball Games: To EAA.
(iii) Soccer Games:
(iv) Volleyball Games:
(v) Softball Games:
(vi) Track & Field Games:

ARTICLE V
DISPUTES

A. **Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between DPS and PAL representatives, as identified by PAL and the EAA. Either party may give the other party written notice of any dispute not resolved in the normal course of operations. If the matter has not been resolved within ninety (90) days after the disputing Party's notice, either Party may terminate this Agreement, effective as soon thereafter as is practicable as to the performance of oversight functions affected by the subject matter of the dispute. All negotiations conducted between the parties or their representatives pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and Michigan Rules of Evidence.

ARTICLE VI
TERM AND TERMINATION

A. **Term.** This Agreement takes effect upon signature by the authorized representative of each Party and will remain in effect until _____, **2014**, unless earlier terminated by the Parties.

Either Party may also terminate this Agreement if in its sole discretion it is unable to fulfill the requirements hereof due to lack of resources.

B. **Termination**.

(i) Either Party may terminate this Agreement with thirty (30) days written notice to the other Party.

(ii) This Agreement may be terminated immediately by a Party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other Party; (ii) conduct by the other Party that may adversely affect a Party, as determined by such Party in its sole discretion, or (iii) the filing of bankruptcy by either Party.

(iii) Upon the expiration or termination of this Agreement for any reason, the Parties will cooperate with each other in the orderly completion or transfer of Services and return of all data and information of the other Party, including any work in progress.

ARTICLE VII
GENERAL PROVISIONS

A. **Sections and Headings.** The division of this Agreement into articles, sections and subsections and the insertion of headings are for the convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an article, section, subsection, schedule or exhibit refers to the specified article, section or subsection of, or schedule or exhibit to, this Agreement.

B. **Entire Agreement; Amendments and Severability.** This Agreement (including any schedules and exhibits), together with any documents delivered pursuant hereto, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, discussions and understandings between the parties. This Agreement may be amended only by a written instrument duly executed by all parties hereto. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

C. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

D. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

E. **Binding Effect and Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim

under or in respect of this Agreement or document delivered pursuant, it being the intention of the parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such parties or such successors and permitted assigns. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other parties.

F. **No Waiver**. No failure by a Party hereto to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of a breach shall be effective unless expressly agreed to in writing by the waiving Party.

G. **Expenses**. Unless otherwise provided for under the terms of this Agreement, each Party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

H. **Notices**. All written notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to the PAL, to: Detroit Police Athletic League
[INSERT ADDRESS]
[INSERT ADDRESS]

If to the EAA, to: Education Achievement Authority
[INSERT ADDRESS]
Detroit, Michigan 48207
Attention: Chancellor

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other Party as provided in this Section 5.8.

I. **Further Assurances**. Each Party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other Party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives with effect from the day and year first above written.

EDUCATION ACHIEVEMENT AUTHORITY

By:_____
J. Wm. Covington, Ed.D.
Its: Chancellor

Date: _____

DETROIT POLICE ATHLETIC LEAGUE

By:_____

Its: _____

Date: _____

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-43
MICHIGAN HIGH SCHOOL ATHLETIC ASSOCIATION MEMBERSHIP

The Executive Committee of the Education Achievement Authority of Michigan ("EAA") resolves:

That membership and recognition in the Michigan High School Athletic Association ("MHSAA") for school sports is voluntary and requires Board approval for participation; and

That the Executive Committee hereby approves the voluntary membership into the MHSAA of all EAA schools for the 2013-2014 school year; and

Be it further resolved, that the Executive Committee hereby authorizes the Chancellor to execute any and all documents and take whatever action necessary to carry out the desires of the Executive Committee as stated herein.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority of Michigan at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

michigan high school athletic association

1661 Ramblewood Drive
East Lansing, MI 48823
(517) 332-5046

2013-14

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

MEMBERSHIP RESOLUTION

For the year August 1, 2013 — through July 31, 2014

LIST ON BACK the Secondary School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2013-14 must be listed on the back of this form)

_____ City of Detroit

County of Wayne, of State of Michigan, are hereby:

(A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and

(B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2013 and shall remain effective until July 31, 2014, during which the authorization may not be revoked.

RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

Education Achievement Authority *School(s), on the* 15th *day of* August, *2013, and is so recorded in the minutes of the meeting of the said Board/Governing Body.*

Education Achievement Authority
(Governing Body Name)

3oo River Place, Suite 3600
(Address)

Detroit, MI 48207
(City)

_____
Board Secretary Signature or Designee
☐ *Check if Designee*

-OVER-

Schools Which Are To Be MHSAA Members During 2013-14

NOTE: Pursuant to the MHSAA Constitution, "All high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has an enrollment and on-site attendance of at least 15 students, whether for grades 7 and 8, or 7 through 9, or 10 through 12, or 9 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization." If enrollment falls below the minimum, the school must notify the MHSAA and its membership will be suspended.

Senior High School(s)	Junior High /Middle School(s) (How many students in grades 7 & 8)
1. Central Collegiate Authority	1. Brenda Scott Elem/Middle ( )
2. Denby HS	2. Burns Elem/Middle ( )
3. Ford HS	3. Law Academy Pre K-8 ( )
4. Mumford HS	4. Bethune Elem/Middle ( )
5. Pershing HS	5. Murphy Elem/Middle ( )
6. Southeastern HS of Tech & Law	6. Nolan Elem/Middle ( )
7.	7. Phoenix Academy ( )
8.	8. Stewart Elem/Middle ( )
9.	9. Trix Elem/Middle ( )
10.	10. ( )
11.	11. ( )
12.	12. ( )
13.	13. ( )
14.	14. ( )
15.	15. ( )
16.	16. ( )
17.	17. ( )
18.	18. ( )
19.	19. ( )
20.	20. ( )

If necessary, list additional schools on a separate sheet.

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-44
APPROVAL OF AMENDMENT TO DATA CONNECTIVITY AGREEMENT FROM AT&T

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Amendment from AT&T to provide data connectivity and Ethernet services to specifically identified Education Achievement Authority of Michigan's locations is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute any documents necessary to effectuate this resolution;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Proposal in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

_____
Legal Counsel
Approved as to Form

USAC Schools & Libraries

Item 21 Attachment

Internet Access - Funding Year 2013

Applicant Name	EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN
Billed Entity Number	16069127
Form 471 Application Number	905786
Funding Request Number	2532342
Service Provider	AT&T Corp.
Attachment Number	IA-WAN
Narrative description of this Funding Request	WAN Internet access for School District

	Service Type	Service Description	Eligible Pre-Discount Cost
1	Ethernet	Monthly WAN Ethernet Internet access (1Gbps) for school district	$314,481.84

Number of InternetAccess Lines (if applicable) 0

Recurring Charges		Non Recurring Charges	
Monthly Recurring Charges	$26,206.82	**One-time non-recurring charges**	$0.00
Less Ineligible Amount (if any)	$0.00	**Less Ineligible Amount (if any)**	$0.00
Number of Months	12		
Eligible recurring charges	**$314,481.84**	**Eligible non-recurring charges**	**$0.00**
		Line item TOTAL	**$314481.84**

Total:	$314,481.84
Funding Requested on 471:	$314,481.84

Date Submitted **3/14/2013 12:46:19 AM**

Please sign by July 26, 2014.

For AT&T Administrative Use Only
If applicable, AT&T MA Reference No. [UA Only]: 201203056152UA

AMENDMENT TO AT&T Switched Ethernet (ILEC Interstate) Pricing Schedule Provided Pursuant to Custom Terms

Customer ("Customer")	AT&T ("AT&T")
Education Achievement Authority of Michigan	The applicable AT&T ILEC Service-Providing Affiliate

This is a coterminous Amendment to the above referenced Pricing Schedule, last signed on March 14, 2013 (20130314-3964), and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

ATTACHMENT A – shall be modified to add the following to Sections A-1 and A-3

A-1 Rates and Charges; Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 10 Gig / Basic / EYQGX	1	0	$ 350.00	$ 350.00	$ 15,750.00	$ 0.00	$ 0.00
5000Mb CIR / Interactive - Basic Only / R61HX	1	0	$ 1,261.33	$ 1,261.33	$ 150.00	$ 0.00	$ 0.00
Customer Port Connection - 1 Gig / Basic / EYQFX	13	0	$ 250.00	$ 3,250.00	$ 2,100.00	$ 0.00	$ 0.00
250Mb CIR / Interactive - Basic Only / R6EQX	6	0	$ 385.49	$ 2,312.93	$ 150.00	$ 0.00	$ 0.00
500Mb CIR / Interactive - Basic Only / R6ETX	6	0	$ 447.38	$ 2,684.27	$ 150.00	$ 0.00	$ 0.00
600Mb CIR / Interactive - Basic Only / R6EUX	Growth	0	$ 511.04	$ 0.00	$ 150.00	$ 0.00	$ 0.00
1000Mb CIR / Interactive - Basic Only / R6EZX	1	0	$ 580.00	$ 580.00	$ 150.00	$ 0.00	$ 0.00
2000Mb CIR / Interactive - Basic Only / R61BX	Growth	0	$ 1,000.85	$ 0.00	$ 150.00	$ 0.00	$ 0.00
2500Mb CIR / Interactive - Basic Only / R61CX	Growth	0	$ 1,198.90	$ 0.00	$ 150.00	$ 0.00	$ 0.00
4000Mb CIR / Interactive - Basic Only / R61FX	Growth	0	$ 1,416.40	$ 0.00	$ 150.00	$ 0.00	$ 0.00
7500Mb CIR / Interactive - Basic Only / R61NX	Growth	0	$ 2,187.38	$ 0.00	$ 150.00	$ 0.00	$ 0.00
9500Mb CIR / Interactive - Basic Only / R61RX	Growth	0	$ 2,602.93	$ 0.00	$ 150.00	$ 0.00	$ 0.00
10000Mb CIR / Interactive - Basic Only / R61SX	Growth	0	$ 2,050.00	$ 0.00	$ 150.00	$ 0.00	$ 0.00
TOTAL billed MRR and NRC for Service Components and				**$10,438.53**			**$0.00**

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Quantities listed above:							
*Any difference between the standard NRC and the billed NRC has been waived.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.							

A-3 Initial New and Existing Sites, MSA and Service Configuration

Pricing available only at the Service Sites or in the Metropolitan Statistical Areas (MSAs) specified below.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	MSA	New or Existing Service
1	20000 Evergreen Road	DETROIT	MI	Detroit–Warren–Livonia MSA	New
2	5925 Woodward Ave	DETROIT	MI	Detroit–Warren–Livonia MSA	New
3	17525 Wyoming St	DETROIT	MI	Detroit–Warren–Livonia MSA	New
4	12800 Kelly Road	DETROIT	MI	Detroit–Warren–Livonia MSA	New
5	18875 Ryan Road	DETROIT	MI	Detroit–Warren–Livonia MSA	New
6	2425 Tuxedo	DETROIT	MI	Detroit–Warren–Livonia MSA	New
7	3030 Fairview	DETROIT	MI	Detroit–Warren–Livonia MSA	New
8	7735 Lane Street	DETROIT	MI	Detroit–Warren–Livonia MSA	New
9	1150 E Lantz Street	DETROIT	MI	Detroit–Warren–Livonia MSA	New
10	18400 Hoover Street	DETROIT	MI	Detroit–Warren–Livonia MSA	New
11	8145 Puritan Street	DETROIT	MI	Detroit–Warren–Livonia MSA	New
12	14350 Terry Street	DETROIT	MI	Detroit–Warren–Livonia MSA	New
13	19411 Cliff Street	DETROIT	MI	Detroit–Warren–Livonia MSA	New
14	300 River Place Drive	DETROIT	MI	Detroit–Warren–Livonia MSA	New

Table 2 – Associated Service Components to Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1	1 Gbps Basic	500 Mbps	Interactive	N/A
2	10 Gbps Basic	5000 Mbps	Interactive	N/A
3	1 Gbps Basic	500 Mbps	Interactive	N/A
4	1 Gbps Basic	500 Mbps	Interactive	N/A
5	1 Gbps Basic	500 Mbps	Interactive	N/A
6	1 Gbps Basic	500 Mbps	Interactive	N/A
7	1 Gbps Basic	500 Mbps	Interactive	N/A

8	1 Gbps Basic	250 Mbps	Interactive	N/A
9	1 Gbps Basic	250 Mbps	Interactive	N/A
10	1 Gbps Basic	250 Mbps	Interactive	N/A
11	1 Gbps Basic	250 Mbps	Interactive	N/A
12	1 Gbps Basic	250 Mbps	Interactive	N/A
13	1 Gbps Basic	250 Mbps	Interactive	N/A
14	1 Gbps Basic	1000 Mbps	Interactive	N/A

Table 3 – Associated Features to Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Meet Point	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	No	N/A	N/A	No	No	No
2	No	N/A	N/A	No	No	No
3	No	N/A	N/A	No	No	No
4	No	N/A	N/A	No	No	No
5	No	N/A	N/A	No	No	No
6	No	N/A	N/A	No	No	No
7	No	N/A	N/A	No	No	No
8	No	N/A	N/A	No	No	No
9	No	N/A	N/A	No	No	No
10	No	N/A	N/A	No	No	No
11	No	N/A	N/A	No	No	No
12	No	N/A	N/A	No	No	No
13	No	N/A	N/A	No	No	No
14	No	N/A	N/A	No	No	No

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

at&t

AT&T SWITCHED ETHERNET SERVICE℠ (ILEC Interstate)
Pricing Schedule Provided Pursuant to Custom Terms

AT&T MA Reference No. 201203056152UA

Customer	**AT&T**
Education Achievement Authority of Michigan Street Address: 3022 West Grand Blvd, Suite 14-650 City: Detroit State/Province: MI Zip Code: 48202 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices** ☒ **Primary Contact AT&T**
Name: Adel Haddad Title: Chief Technology Office Street Address: 3022 West Grand Blvd, Suite 14-650 City: Detroit State/Province: MI Zip Code: 48202 Country: USA Telephone: 313-456-3731 Fax: Email: ahaddad@eaaofmichigan.org Customer Account Number or Master Account Number: 201203056152	Name: Cary Schmidt Street Address: 23500 Northwestern Hwy, W216 City: Southfield State/Province: MI Zip Code: 48075 Country: USA Telephone: 248-633-4675 Fax: Email: cs6489@att.com Sales/Branch Manager: Brandon Plzzuti SCVP Name: Roger Blake Sales Strata: GEM Sales Region: East With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than 10%** of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By: A Haddad	By: eSigned - Linda Dahl
Printed or Typed Name: Adel Haddad	Printed or Typed Name:
Title: CTO	Title: Contract Manager
Date: 3/7/2013	Date: 14 Mar 2013

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
AT&T Switched Ethernet Service℠	AT&T Michigan	AT&T Interstate Access Guidebook, including Part 5, Section 4	http://cpr.att.com/pdf/is/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	24 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service, $9,200 per site to recover facility costs	24 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed Section A-1 of Attachment A ("Adds") not permitted.

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

ATTACHMENT A

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION

Education Achievement Authority of Michigan

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 10 Gig / Basic / EYQGX	1	0	$350.00	$350.00	$15,750.00	$0.00	$0.00
Customer Port Connection - 1 Gig / Basic / EYQFX	16	0	$250.00	$4,000.00	$2,100.00	$0.00	$0.00
10000Mb CIR / Interactive - Basic Only / R61SX	1	0	$2,050.00	$2,050.00	$150.00	$0.00	$0.00
1000Mb CIR / Interactive - Basic Only / R6EZX	16	0	$580.00	$9,280.00	$150.00	$0.00	$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				**$15,680.00**			**$0.00**

*Any difference between the standard NRC and the billed NRC has been waived.

Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Sites, MSA and Service Configuration

Pricing available only at the Service Sites or in the Metropolitan Statistical Areas (MSAs) specified below.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	MSA	New or Existing Service
1	Mary M. Bethune Elementary and Middle School - 8145 PURITAN	Detroit	MI	201203056152	New
2	Burns Elementary and Middle School - 14350 TERRY	Detroit	MI	201203056152[	New
3	Central Collegiate Academy - 2425 TUXEDO	Detroit	MI	201203056152	New
4	Denby High School - 12800 KELLY RD	Detroit	MI	201203056152	New
5	Henry Ford High School - 20000 EVERGREEN RD	Detroit	MI	201203056152	New
6	Law Academy - 19411 CLIFF	Detroit	MI	201203056152	New
7	Mumford High School - 17525 WYOMING	Detroit	MI	201203056152	New
8	Murphy Elementary - Middle School - 23901 FENKELL	Detroit	MI	201203056152	New
9	Nolan Elementary and Middle School - 1150 E LANTZ	Detroit	MI	201203056152	New
10	Pershing High School - 18875 RYAN RD.	Detroit	MI	201203056152	New
11	Phoenix Academy - 7735 LANE	Detroit	MI	201203056152	New
12	Brenda Scott Elementary School - 18400 HOOVER	Detroit	MI	201203056152	New
13	Southeastern High School of Technology and Law - 3030 Fairview	Detroit	MI	201203056152	New
14	Stewart Elementary and Middle School - 13120 WILDEMERE ST	Detroit	MI	201203056152	New
15	Trix Elementary and Middle School - 13700 BRINGARD	Detroit	MI	201203056152	New
16	Education Achievement Authority District Office - 3044 W GRAND BLVD	Detroit	MI	201203056152	New
17	EAA Data Center (WSU) - 5925 WOODWARD AVE	Detroit	MI	201203056152	New

Table 2 – Associated Service Components to Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1	1 Gbps Basic	1000 Mbps	Interactive	N/A
2	1 Gbps Basic	1000 Mbps	Interactive	N/A
3	1 Gbps Basic	1000 Mbps	Interactive	N/A
4	1 Gbps Basic	1000 Mbps	Interactive	N/A
5	1 Gbps Basic	1000 Mbps	Interactive	N/A
6	1 Gbps Basic	1000 Mbps	Interactive	N/A
7	1 Gbps Basic	1000 Mbps	Interactive	N/A
8	1 Gbps Basic	1000 Mbps	Interactive	N/A
9	1 Gbps Basic	1000 Mbps	Interactive	N/A
10	1 Gbps Basic	1000 Mbps	Interactive	N/A
11	1 Gbps Basic	1000 Mbps	Interactive	N/A
12	1 Gbps Basic	1000 Mbps	Interactive	N/A
13	1 Gbps Basic	1000 Mbps	Interactive	N/A
14	1 Gbps Basic	1000 Mbps	Real-Time	N/A
15	1 Gbps Basic	600 Mbps	Interactive	N/A
16	1 Gbps Basic	1000 Mbps	Interactive	N/A
17	10 Gbps Basic	10000 Mbps	Interactive	N/A

Table 3 – Associated Features to Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Meet Point	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	No	N/A	N/A	No	No	No
2	No	N/A	N/A	No	No	No
3	No	N/A	N/A	No	No	No
4	No	N/A	N/A	No	No	No
5	No	N/A	N/A	No	No	No
6	No	N/A	N/A	No	No	No
7	No	N/A	N/A	No	No	No
8	No	N/A	N/A	No	No	No
9	No	N/A	N/A	No	No	No
10	No	N/A	N/A	No	No	No
11	No	N/A	N/A	No	No	No

12	No	N/A	N/A	No	No	No
13	No	N/A	N/A	No	No	No
14	No	N/A	N/A	No	No	No
15	No	N/A	N/A	No	No	No
16	No	N/A	N/A	No	No	No
17	No	N/A	N/A	No	No	No

End of Document

at&t

E-rate Rider

ATTACHMENT TO AT&T Switched Ethernet (ILEC Interstate) ("Agreement") FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T Corp. ("AT&T") and Education Achievement Authority of Michigan ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.

2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.

4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

CONFIDENTIAL INFORMATION

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at&t

E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN') being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED **<Date of Original e-Rate Rider Attachment>**.

SO AGREED by the Parties' respective authorized signatories:

Education Achievement Authority of Michigan	**AT&T Corp.** ("AT&T")
Customer Signature: [signature]	*AT&T Signature:* eSigned - Linda Dahl
Print Name: Adel Haddad	Print Name:
Title: CTO	Title: Contract Manager
Date: 3/7/2013	Date: 14 Mar 2013

CONFIDENTIAL INFORMATION
This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-45
APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH FOCUS: HOPE TO PROVIDE CAREER AND TECHNICAL EDUCATION COURSES

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Memorandum of Understanding with Focus: HOPE to provide the planning and delivery of career and technical education ("CTE") courses for EAA of Michigan high school students, is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Memorandum of Understanding with Focus: HOPE on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

EDUCATION ACHIEVEMENT AUTHORITY of Michigan

Memorandum of Understanding

between

The Education Achievement Authority of Michigan

and

Focus: HOPE

Purpose:

This Memorandum of Understanding ("MOU") between the Education Achievement Authority of Michigan ("EAA of Michigan"), a Michigan public body corporate and Focus: HOPE a private, not-for-profit corporation founded in 1968 is entered into for the purpose of fostering collaboration to support the planning and delivery of career and technical education ("CTE") courses for EAA of Michigan high school students. The courses shall provide EAA of Michigan students who seek to enroll and complete a rigorous occupational program leading to employment and/or further educational and training opportunities, commencing on Focus: Hope's campus in the fall of 2013.

Whereas:

- EAA of Michigan and Focus: HOPE leaders are engaged in a series of discussions to offer secondary career and technical courses to students to support their efforts to earn a high school diploma and acquire career skills required of young people entering a dynamic economy;

- EAA of Michigan has been created by the State of Michigan to manage a number of underperforming schools in both the City of Detroit and potentially around the state;

- EAA of Michigan routinely establishes meaningful partnerships with public and private entities to assist in successfully accomplishing its mission;

- EAA of Michigan is responsible for providing a free and appropriate public education and related programming activities, but needs to explore online, blended learning, career and technical education, and workforce development opportunities that yield new academic and financial efficiencies;

- Focus: HOPE is a private, not-for-profit corporation founded in 1968 that has received national recognition for its career training programs. Nearly 12,000 talented

men and women have established careers that pay sustainable wages as a result of training received at Focus: HOPE.

- Focus: HOPE graduates broke the race and gender barriers in the machinist trades and have helped diversify the workforce in the information technology and engineering areas.

Therefore:
The Education Achievement Authority and Focus: HOPE agree to form a strategic alliance to deliver high-quality educational opportunities to selected students in identified under performing schools who are eligible for funding under the School Aid Act and who can be served with secondary level career and technical courses to help earn a high school diploma, postsecondary credit, nationally recognized business and industry certifications, and related work experience. Both organizations are committed to establishing innovative solutions to serve this at-risk population with quality educational programs and services.

Goals:
The goals of this collaborative agreement between the EAA of Michigan and Focus: HOPE shall be to:

- Jointly develop a plan that implements and makes available to EAA of Michigan students that choose to enroll, a 2 Year High School Program which includes a planned sequence of courses as described in Appendix A, *EAA of Michigan-High School Concurrent Enrollment Course Structure;*
- Create a mechanism to facilitate ongoing inter-organizational communication and collaboration.

EAA of Michigan will:

1. Continue to be the institution responsible for providing a free and appropriate public education to all assigned students. This includes, but is not limited to providing the following services: security services and/or equipment, special education, food and nutrition, core curriculum, other non-applied electives, transportation, extra-curricular activities, including athletics and student organization programs, counseling and advising services, and a pupil accounting system.
2. Assume responsibility for each child as a student of the school under the authority of the EAA of Michigan.
3. Identify and fund the resources necessary for Focus: HOPE to deliver agreed upon program services at the amount identified in the EAA of Michigan-FH CTE Program Budget.
4. Ensure that each student has contemporary technology based on business and industry standards that meets course requirements and access to the Internet.
5. Ensure cooperation of the EAA of Michigan school staff with the Focus: HOPE staff.
6. Identify the students who will enroll in the Program.
7. Maintain all school records including attendance and transcripts of completion of career and technical courses
8. Determine the grade for each course completion based upon its regular policies.

Focus: HOPE will:

1. Serve as a provider of content and instruction in cooperation with the local school administrative and teaching staff.
2. Provide in-kind assistance in the planning of this collaborative initiative.
3. Assess student readiness and academic achievement levels for the purpose of identifying optimal learning solutions for each student.
4. Recommend appropriate courses for each student based on assessments and prior education achievement.
5. In year one, serve up to 66 students in the Machinist Training Institute (MTI) and 66 students in the Information Technologies Center (ITC) and serve up to double that number in year 2 and beyond which will represent maximum operating capacity for the program unless otherwise negotiated.
6. Provide courses that are aligned to state and national standards and adhere to the Course Name and Course Descriptions as described in Appendix A: *EAA of Michigan-HS Course Descriptions, Focus: HOPE Career Technical Education – Course Overview, EAA of Michigan Concurrent Enrollment Program, April 2013.*
7. Subject to Focus; HOPE's entering into a valid Articulation Agreement with an educational institution empowered to award college credits, provide courses that receive direct college credit from an appropriate postsecondary entity in Michigan. EAA of Michigan will use its best efforts to facilitate the negotiation and signing of such Articulation Agreement.
8. Provide career and technical (CTE) certificated teachers to assist students with identifying strategies and solutions to address conditions that may interfere with learning. Focus: HOPE shall not be required to provide teachers who hold Michigan Educator Certifications.
9. Ensure that Focus; HOPE teachers and staff that are directly assigned to the EAA of Michigan Program comply with all state and federal law, including but not limited to, undergoing a criminal history background check as required by the Michigan Revised School Code, MCL 380.1230; 380.1230a; 380.1230b; 380.1230c; 380.1535a(9).
10. Ensure compliance of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) regarding student information (Appendix B).
11. Attend Individual Education Planning meetings for students identified and eligible for special education or who may need accommodations under other state or federal legislation.
12. Make available and maintain a highly secure, reliable technical infrastructure.
13. Communicate regularly on student achievement and pass completion records to the school to be recorded on official school transcripts.
14. Provide adequate facilities and classroom space at the Focus: HOPE Campus on Oakman Blvd., Detroit, for EAA of Michigan students enrolled in the CTE program and courses. EAA of Michigan personnel have toured and approve the building and facilities as currently provided on site for the purposes of training EAA of Michigan students. Configuration of space is subject to change.
15. Provide the books, manuals, tools, and all study materials required for each student enrolled in CTE courses at Focus: HOPE.

EAA of Michigan and Focus: HOPE will jointly:

1. Identify a liaison to participate in planning activities and to coordinate the implementation of the project goals.
2. Jointly develop a detailed project plan and timelines.
3. Maintain general liability insurance coverage during the Term of a type and in an amount reasonably acceptable to the other. Upon a Party's request, the other Party shall provide evidence of such insurance in the form of an insurance certificate or other format acceptable to the requesting Party.
4. Defend, indemnify and hold the other and the other's trustees, directors, officers, employees, agents, representatives and designees, in their official and personal capacities (collectively "Indemnified Person"), harmless (to the extent allowed by law) from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses, including without limitation personal or bodily injury to or death of any person, defamation, infringement of copyright, trademark, patent or other intellectual property, and reasonable attorneys' fees and expenses of litigation (collectively "Liabilities"), to which Indemnified Person may become subject actually or allegedly arising out of, relating to or resulting from its willful misconduct and/or gross negligence or that of its trustees, directors, officers, employees, volunteers, agents, representatives and designees while acting within the scope of their duties and pursuant to this Agreement; except to the extent that Liabilities arise out of, relate to, or result from the willful misconduct or gross negligence of the party seeking indemnification. Each party will name the other as an additional insured on their appropriate insurance policies solely for the purpose of effectuating this contractual indemnification; provided however, that a party's obligation to indemnify hereunder is not limited by the amount of any such insurance coverage. This indemnification will survive expiration or termination of this Agreement.
5. Apply Michigan law to govern the validity, construction and performance of this MOU.

Payment Schedule:

EAA of Michigan shall pay Focus: HOPE for actual costs incurred up to a total of $1,191,065 for year 1 and $1,661,689 for year 2 as detailed in the attachments (Budget Schedule 1 for 2013/14 and Budget Schedule 2 for 2014/15). As both parties recognize that this MOU is mutually based upon projected enrollments and first time cost estimates, yearly budgeted amounts are based upon projected costs and enrollments. In case of variances for program costs exceeding 10%, either party may reopen budget negotiations. Parties will review financial and programmatic progress and issues on a quarterly basis.

For year 1, EAA of Michigan shall pay Focus: HOPE a cash advance of $296,063 for items outlined in Table 1 of the budget with $148,032 due by August 30, 2013 and the remaining $148,031 due by September 15, 2013. Thereafter, Focus: HOPE will invoice EAA of Michigan the actual costs incurred by the 5th of the following month to be paid by EAA of Michigan no later than 20 days of receipt of the invoice.

For year 2, EAA of Michigan shall pay Focus: HOPE a cash advance of $144,765 for items outlined in Table 2 of the budget and the entire amount is due by August 1, 2014. Thereafter, Focus: HOPE will invoice EAA of Michigan the actual costs incurred by the 5th of the following month to be paid by EAA of Michigan no later than 20 days of receipt of the invoice.

Severance:
The EAA of Michigan and Focus: HOPE acknowledge and agree that it is in the best interest of students enrolled in these CTE classes that the Parties shall not discontinue this agreement during an academic year. However, a Party may opt out of the agreement with written notice received by the other Party at least six-months prior to the beginning of the succeeding academic year.

If the EAA of Michigan opts out of the agreement for year two it must notify Focus: HOPE at least 6 months prior to the start of the next school year. The EAA of Michigan further agrees to pay the Focus: HOPE for actual costs incurred through the end of the school year. Focus: HOPE agrees to continue that enrollment to the end of the school year allowing the students an opportunity to achieve course completion.

If Focus: HOPE opts out of the agreement for either year two it must notify the EAA of Michigan at least 6 months prior to the start of the next school year but will continue to provide instructional services to any student enrolled in one or more courses for the remainder of the academic year provided the EAA of Michigan is up-to-date on payments and agrees to continue making payments for the balance of the academic year.

Either party may terminate the agreement for cause with 30 days notice of a material breach of this agreement. A material breach of this agreement is defined as failure to provide agreed upon services to the EAA of Michigan or if the EAA of Michigan is more than 60 days in arrears in payment to Focus: HOPE. Every effort will be made to resolve differences so as not to disadvantage EAA of Michigan students enrolled in courses or cause Focus: HOPE to incur unreimbursed expenses. The EAA of Michigan agrees to make full payment of the actual costs incurred, which includes personnel and all associated instructional costs. Students will continue to have access to the content for the remainder of the academic year. The services of the Focus: HOPE staff assigned to the EAA of Michigan program may continue under a separate agreement to deliver service through the end of the academic year or for as long as students are active in courses, whichever is earlier. Focus: HOPE will provide detailed information to substantiate the costs incurred for staff and instructional service.

Duration:
This MOU will remain in effect from August 15, 2013 to August 31, 2015 or until the completion of 2015 school year, whichever is later. Any extension of this MOU is subject to written approval by both.

Modification of Agreement:
EAA of Michigan and Focus: HOPE may modify this MOU through mutual consent during the life of the agreement. Any amendment or appendix or modification will be executed in writing and will be subject to approval by both parties.

Additional Comments:
This Agreement is intended as a statement of intent to work together towards mutually beneficial goals, and is a binding contract between the parties.

IN WITNESS WHEREOF, EAA of Michigan and Focus: HOPE have caused this agreement to be executed by the respective officials duly authorized to do so.

J. Wm. Covington, Ed. D., Ph. D., Chancellor Education Achievement Authority of Michigan	William F. Jones, Jr. Chief Executive Officer Focus: HOPE
Date	Date
Legal Counsel Approved as to Form	

Appendix A

Education Achievement Authority of Michigan

CTE Course CIP Code, Number & Name for State Approved Programs-*2013-14*

CIP Code	Program Name	Course Number & Course Offering	Location
52.0299	Business Administration, Management and Operations	CTE1001:Business Administration CTE1002: Accounting	HFCC/WCCD WCCD
52.1999	Specialization Merchandising, Sales, and Marketing Operations		
51.0000	Health Services/Allied Health/ Health Sciences -General	CTE3001: Advanced First Aid & First Responders CTE3002: Pre-Allied Health	HFCC WCCCD
11.0901	Computer Systems Networking and Telecommunications	CTE4001: Computers & Networking CTE4002: Computer Support Specialist CTE4003: Information Technology	HFCC WCCCD Focus Hope
46.0000	Construction Trades, General		
52.0800	Finance & Financial Management Service		
13.0000	Education	CTE7001: Early Childhood Educ.	WCCCD/HFCC
11.1001	Systems Administration/ Administrator		
11.0201	Computer Programing / Programmer General		
11.0801	Web Page Digital Multimedia & Information Resources Design	CTE10001: Video Game Design & Animation CTE10002: Web Design	WCCCD WCCCD
43.0100	Criminal Justice & Corrections	CTE11001: Criminal Justice: Corrections CTE11002: Criminal Justice: Law Enforcement	WCCCD/HFCC WCCCD
51.1000	Clinical/ Medical Laboratory Science & Allied Professions		
01.0000	Agriculture General		
15.0000	Engineering Technology General	CTE14001: Drafting CTE14002: Electricity CTE14003: Intro Machining Oper. CTE14004: Pre Engineering CTE14005: Renewable Energy – REEN CTE14006: Engineering Technology CTE14007: Electrical Electronic	HFCC HFCC HFCC/WCCCD HFCC HFCC HFCC HFCC/FH WCCCD WCCCD

		Engineering Technology CTE14008: Geothermal Systems Tech	
47.0604	Automotive/Automotive Mechanics Technology/ Technician	CTE15001: Automotive Service Technology	WCCCD
47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/ Technician	CTE16001: Heating Ventilation and Air Conditioning CTE16002: HVAC	WCCCD HFCC
48.0508	Welding Technology / Welder	CTE17001: Welding Technology	WCCCD
12.9999	Personal & Culinary Services, Other	CTE18001: Food Service Management Technology	WCCCD
	Work Experience	CTE19001: Coop, Internship, Apprenticeship, Career Readiness Program	Detroit Employment Solutions

APPENDIX B

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT COMPLIANCE AGREEMENT

The Educational Achievement Authority of Michigan ("EAA of Michigan") requires any third party (other than as required by law) to whom student information is released for educational purposes sign the following agreement. Failure to sign will be interpreted as a failure to agree and student information will not be released. The third party in this agreement is Henry Ford Community College (referred to as the third party for purposes of this agreement).

Student information is protected by the Family Educational Rights & Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99. By signing this agreement, the third party:

- Agrees that all personally identifiable student information is confidential and subject to FERPA.
- Agrees that the specific educational purpose for which personally identifiable information from education records of EAA of Michigan students is shared and used is for purposes of implementing the Concurrent Enrollment Course Program ("CECP"), which enables enrolled EAA of Michigan students to concurrently enroll in credit-bearing post-secondary courses.
- Agrees to use the student information provided for the specific, limited educational purpose and intent stated in this agreement. Any other use is prohibited.
- Agrees that EAA of Michigan reserves the right to modify or limit the student information requested and that the student information provided a third party will be on a need-to-know basis specifically limited to the `educational purpose of the contract.
- Agrees that any and all student information will not be maintained, stored or kept on file (electronic or any other media) after the stated educational purpose has been fulfilled. Specifically, any and all student information is to be deleted from any electronic storage; paper copies or any other media are to be destroyed and notice of this destruction is to be sent to EAA of Michigan. This includes any data in aggregate form if that aggregation requires the retention of individual student records.
- Agrees to limit the distribution of student information to only those employees who have a legitimate education need to access the information.
- Agrees that student information will not be re-disclosed to any other party without the prior knowledge and prior written consent of the EAA of Michigan.

- Agrees that any re-disclosure of student information will disqualify the disclosing party from receiving information in the future, and the third party under this compliance agreement, to whom the information was originally released, will indemnify the EAA of Michigan against any and all liability (including but not limited to damages of any nature, attorney's fees and any and all legal costs) arising out of the third parties' use and disclosure of educational records and personally identifiable student information in violation of FERPA Or in violation of any other statutory or common law privacy rights.
- Agrees to keep a log of any and all persons who have accessed the student information and present this log to the EAA of Michigan upon demand.

Focus: HOPE:

_____

William F. Jones, Jr.
Chief Executive Officer

_____

Date

Education Achievement Authority of Michigan

Equity. Choice. Reinvention.

RESOLUTION 2013-46
APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH HENRY FORD COMMUNITY COLLEGE TO PROVIDE CAREER AND TECHNICAL EDUCATION COURSES

The Executive Committee of the Education Achievement Authority resolves:

1. That the attached Memorandum of Understanding with Henry Ford Community College to provide the planning and delivery of career and technical education ("CTE") courses for EAA of Michigan high school students, is approved by the Executive Committee of the Authority as the governing body of the Authority;

2. That the Chancellor of the Authority is authorized to execute the Memorandum of Understanding with Henry Ford Community College on behalf of the Authority;

3. That the Secretary of the Executive Committee of the Authority shall enter the terms of the Agreement in the minutes of the proceedings of the Executive Committee of the Authority.

Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Education Achievement Authority at a properly-noticed open meeting held with a quorum present on the ____ day of _____.

By:_____
President

Legal Counsel
Approved as to Form

EDUCATION ACHIEVEMENT AUTHORITY of Michigan

Memorandum of Understanding

between

The Education Achievement Authority of Michigan

and

Henry Ford Community College

Purpose:
This Memorandum of Understanding ("MOU") between the Education Achievement Authority of Michigan ("EAA of Michigan"), a Michigan public body corporate and Henry Ford Community College ("HFCC"), a public educational institution, is entered into for the purpose of fostering collaboration to support the planning and delivery of career and technical education ("CTE") courses for EAA of Michigan high school students. The courses shall provide EAA of Michigan students who seek to enroll and complete a rigorous occupational program leading to employment and/or further educational and training opportunities, commencing on HFCC's campus in the fall of 2013.

Whereas:

- EAA of Michigan and HFCC leaders are engaged in a series of discussions to offer secondary career and technical courses to students to support their efforts to earn a high school diploma and acquire career skills required of young people entering a dynamic economy;

- EAA of Michigan has been created by the State of Michigan to manage a number of underperforming schools in both the City of Detroit and potentially around the state;

- EAA of Michigan routinely establishes meaningful partnerships with public and private entities to assist in successfully accomplishing its mission;

- EAA of Michigan is responsible for providing a free and appropriate public education and related programming activities, but needs to explore online, blended learning, career and technical education, and workforce development opportunities that yield new academic and financial efficiencies;

- HFCC is an open admission, comprehensive, public educational institution, located in the heart of the Metropolitan Detroit area of Southeast Michigan;

- HFCC has been continuously accredited since it first applied for accreditation in 1948. In 2005, an evaluation team representing the North Central Association's Higher Learning Commission recommended HFCC for unqualified continuing accreditation, with no conditions, restrictions, or modifications.

Therefore:
The EAA of Michigan and HFCC agree to form a strategic alliance to deliver high-quality educational opportunities to selected students in identified under performing schools who are eligible for funding under the School Aid Act and who can be served with secondary level career and technical courses to help earn a high school diploma, postsecondary credit, nationally recognized business and industry certifications, and related work experience. Both organizations are committed to establishing innovative solutions to serve this at-risk population with quality educational programs and services.

Goals:
The goals of this collaborative agreement between the EAA of Michigan and HFCC shall be to:

- Jointly develop a plan that implements and makes available to EAA of Michigan students that choose to enroll, a 2 Year High School Program which includes a planned sequence of courses as described in Appendix A, *EAA of Michigan-High School Concurrent Enrollment Course Structure;*
- Create a mechanism to facilitate ongoing inter-organizational communication and collaboration.

EAA of Michigan will:

1. Continue to be the institution responsible for providing a free and appropriate public education to all assigned students. This includes, but is not limited to providing the following services: security services and/or equipment, special education, food and nutrition, core curriculum, other non-applied electives, transportation, extra-curricular activities, including athletics and student organization programs, counseling and advising services, and a pupil accounting system.
2. Assume responsibility for each child as a student of the school under the authority of the EAA of Michigan.
3. Identify and fund the resources necessary for HFCC to deliver agreed upon program services at the amount identified in the EAA of Michigan-HFCC CTE Program Budget.
4. Ensure that each student has contemporary technology based on business and industry standards that meets course requirements and access to the Internet.
5. Ensure cooperation of the EAA of Michigan school staff with the HFCC staff.
6. Identify the students who will enroll in the Program.
7. Shall provide academic counseling and advising to EAA of Michigan students to ensure an appropriate course schedule of high school and college-level courses. An EAA of Michigan Counselor will sign each student's HFCC-EAA CTE

Enrollment Form prior to submission to HFCC as indication of appropriate academic counseling and parental acknowledgement.
8. Designate a high school counselor in each high school to receive attendance record information and grades.
9. Maintain all school records including attendance and transcripts of completion of career and technical courses.
10. Determine the grade for each course completion based upon its regular policies.

HFCC will:

1. Serve as a provider of content and instruction in in accordance to the developed plan.
2. Provide courses that are aligned to state and national standards and adhere to the Course Name and Course Descriptions as described in Appendix B: *EAA of Michigan-HS Course Descriptions, HFCC Career Technical Education – Course Overview, EAA of Michigan Concurrent Enrollment Program, April 2013.*
3. Provide career and technical staff to assist students with identifying strategies and solutions to address conditions that may interfere with learning. HFCC shall not be required to provide instructors who hold Michigan Educator Certifications.
4. Ensure that HFCC faculty and staff that are directly assigned to the EAA of Michigan Program comply with all state and federal law, including but not limited to, undergoing a criminal history background check as required by the Michigan Revised School Code, MCL 380.1230; 380.1230a; 380.1230b; 380.1230c; 380.1535a(9).
5. Ensure compliance of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) regarding student information (Appendix C).
6. HFCC will provide an excused absence for identified students to attend Individual Education Planning meetings and for those eligible for special education or who may need accommodations under other state or federal legislation.
7. Make available and maintain a highly secure, reliable technical infrastructure.
8. Communicate regularly on student achievement and pass completion records to the school to be recorded on official school transcripts.
9. Provide adequate facilities and classroom space on HFCC's Main Campus located at 5101 Evergreen Road, Dearborn, MI 48128, for EAA of Michigan students enrolled in the CTE program and courses. Configuration of space is subject to change.
10. Provide the books, manuals, tools, and all study materials required for each student enrolled in CTE courses at HFCC.
11. Shall keep daily attendance and grade records.
12. Provide attendance and grade records to the designated counselors in each high school.

EAA of Michigan and HFCC will jointly:

1. Identify a liaison to participate in planning activities and to coordinate the implementation of the project goals.

2. Jointly develop a detailed project plan and timelines.
3. All marketing materials for the partnership will be jointly developed by EAA of Michigan and Henry Ford Community College. Use of the names, logos, or other representations of either entity on such materials is subject to approval by cognizant administrative authority of EAA of Michigan or Henry Ford Community College, as applicable.
4. Maintain general liability insurance coverage during the Term of a type and in an amount reasonably acceptable to the other. Upon a Party's request, the other Party shall provide evidence of such insurance in the form of an insurance certificate or other format acceptable to the requesting Party.
5. Defend, indemnify and hold the other and the other's trustees, directors, officers, employees, agents, representatives and designees, in their official and personal capacities (collectively "Indemnified Person"), harmless (to the extent allowed by law) from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses, including without limitation personal or bodily injury to or death of any person, defamation, infringement of copyright, trademark, patent or other intellectual property, and reasonable attorneys' fees and expenses of litigation (collectively "Liabilities"), to which Indemnified Person may become subject actually or allegedly arising out of, relating to or resulting from its willful misconduct and/or gross negligence or that of its trustees, directors, officers, employees, volunteers, agents, representatives and designees while acting within the scope of their duties and pursuant to this Agreement; except to the extent that Liabilities arise out of, relate to, or result from the willful misconduct or gross negligence of the party seeking indemnification. Each party will name the other as an additional insured on their appropriate insurance policies solely for the purpose of effectuating this contractual indemnification; provided however, that a party's obligation to indemnify hereunder is not limited by the amount of any such insurance coverage. This indemnification will survive expiration or termination of this Agreement.
6. Apply Michigan law to govern the validity, construction and performance of this MOU.

Payment Schedule:
EAA of Michigan shall pay HFCC $4,000.00 per student, with a minimum of 180 students, Appendix D HFCC EAA CTE Budget for 2013-15. As both parties recognize that this MOU is mutually based upon projected enrollments and first time cost estimates, yearly budgeted amounts are based upon projected costs and enrollments. In case of variances for program costs exceeding 10%, either party may reopen budget negotiations. Parties will review financial and programmatic progress and issues on a quarterly basis.

For year 1, HFCC shall invoice EAA of Michigan by September 30, 2013 reflecting the $4,000 per student cost for the number of enrolled students. EAA of Michigan shall pay HFCC shall pay HFCC 25% of invoiced amount October 31, 2013 Thereafter, EAA of Michigan shall pay the remaining balance in eight equal payments between November 1, 2013 and May 31, 2014.

For year 2, HFCC shall invoice EAA of Michigan by September 30, 2014 reflecting the $4,000 per student cost for the number of enrolled students. EAA of Michigan shall pay HFCC 25% of invoiced amount October 31, 2014. Thereafter, EAA of Michigan shall pay the remaining balance in eight equal payments between November 1, 2014 and May 31, 2015.

Severance:
The EAA of Michigan and HFCC acknowledge and agree that it is in the best interest of students enrolled in these CTE classes that the Parties shall not discontinue this agreement during an academic year. Therefore, a Party that intends to severe this agreement, effective at the beginning of the next academic year, must ensure that notice of the severance is received by the other Party at least six months prior to the beginning of the next academic year.

If the EAA of Michigan opts out of the agreement for year two it must notify HFCC at least 6 months prior to the start of the next school year. The EAA of Michigan further agrees to pay HFCC under the payment terms outlined in the payment schedule section of this agreement. HFCC agrees to continue to provide instruction until to the end of the school year allowing the students an opportunity to achieve course completion.

If HFCC opts out of the agreement for year two it must notify the EAA of Michigan at least 6 months prior to the start of the next school year. HFCC will continue to provide instructional services to any student enrolled in one or more courses for the remainder of the academic year provided the EAA of Michigan is up-to-date on payments and agrees to continue making payments for the balance of the academic year.

Either party may terminate the agreement for cause with 30 days' notice of a material breach of this agreement. A material breach of this agreement is defined as failure to provide agreed upon services to the EAA of Michigan or if the EAA of Michigan is more than 60 days in arrears in payment to HFCC. Every effort will be made to resolve differences so as not to disadvantage EAA of Michigan students enrolled in courses or cause HFCC to incur unreimbursed expenses. The EAA of Michigan agrees to make full payment, which includes personnel and all associated instructional costs. Students will continue to have access to the content for the remainder of the academic year. The services of the HFCC staff assigned to the EAA of Michigan program may continue under a separate agreement to deliver service through the end of the academic year or for as long as students are active in courses, whichever is earlier.

Duration:
This MOU will remain in effect from August 15, 2013 to August 31, 2015 or until the completion of 2015 school year, whichever is later. Any extension of this MOU is subject to written approval by both.

Modification of Agreement:
EAA of Michigan and HFCC may modify this MOU through mutual consent during the life of the agreement. Any amendment or appendix or modification will be executed in writing and will be subject to approval by both parties.

Additional Comments:
This Agreement is intended as a statement of intent to work together towards mutually beneficial goals, and is a binding contract between the parties.

IN WITNESS WHEREOF, EAA of Michigan and HFCC have caused this agreement to be executed by the respective officials duly authorized to do so.

J. Wm. Covington, Ed. D., Ph. D.,
Chancellor
Education Achievement Authority of Michigan

Dr. Stanley Jensen
President
Henry Ford Community College

Date

Date

Legal Counsel
Approved as to Form

Appendix A

Education Achievement Authority of Michigan

CTE Course CIP Code, Number & Name for State Approved Programs-*2013-14*

CIP Code	Program Name	Course Number & Course Offering	Location
52.0299	Business Administration, Management and Operations	CTE1001:Business Administration CTE1002: Accounting	HFCC/WCCD WCCD
52.1999	Specialization Merchandising, Sales, and Marketing Operations		
51.0000	Health Services/Allied Health/ Health Sciences -General	CTE3001: Advanced First Aid & First Responders CTE3002: Pre-Allied Health	HFCC WCCCD
11.0901	Computer Systems Networking and Telecommunications	CTE4001: Computers & Networking CTE4002: Computer Support Specialist CTE4003: Information Technology	HFCC WCCCD Focus Hope
46.0000	Construction Trades, General		
52.0800	Finance & Financial Management Service		
13.0000	Education	CTE7001: Early Childhood Educ.	WCCCD/HFCC
11.1001	Systems Administration/ Administrator		
11.0201	Computer Programing / Programmer General		
11.0801	Web Page Digital Multimedia & Information Resources Design	CTE10001: Video Game Design & Animation CTE10002: Web Design	WCCCD WCCCD
43.0100	Criminal Justice & Corrections	CTE11001: Criminal Justice: Corrections CTE11002: Criminal Justice: Law Enforcement	WCCCD/HFCC WCCCD
51.1000	Clinical/ Medical Laboratory Science & Allied Professions		
01.0000	Agriculture General		
15.0000	Engineering Technology General	CTE14001: Drafting CTE14002: Electricity CTE14003: Intro Machining Oper. CTE14004: Pre Engineering CTE14005: Renewable Energy – REEN CTE14006: Engineering Technology CTE14007: Electrical Electronic	HFCC HFCC HFCC/WCCCD HFCC HFCC HFCC HFCC/FH WCCCD WCCCD

		Engineering Technology CTE14008: Geothermal Systems Tech	
47.0604	Automotive/Automotive Mechanics Technology/ Technician	CTE15001: Automotive Service Technology	WCCCD
47.0201	Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/ Technician	CTE16001: Heating Ventilation and Air Conditioning CTE16002: HVAC	WCCCD HFCC
48.0508	Welding Technology / Welder	CTE17001: Welding Technology	WCCCD
12.9999	Personal & Culinary Services, Other	CTE18001: Food Service Management Technology	WCCCD
	Work Experience	CTE19001: Coop, Internship, Apprenticeship, Career Readiness Program	Detroit Employment Solutions

APPENDIX B

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT COMPLIANCE AGREEMENT

The Educational Achievement Authority of Michigan ("EAA of Michigan") requires any third party (other than as required by law) to whom student information is released for educational purposes sign the following agreement. Failure to sign will be interpreted as a failure to agree and student information will not be released. The third party in this agreement is Henry Ford Community College (referred to as the third party for purposes of this agreement).

Student information is protected by the Family Educational Rights & Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99. By signing this agreement, the third party:

- Agrees that all personally identifiable student information is confidential and subject to FERPA.
- Agrees that the specific educational purpose for which personally identifiable information from education records of EAA of Michigan students is shared and used is for purposes of implementing the Concurrent Enrollment Course Program ("CECP"), which enables enrolled EAA of Michigan students to concurrently enroll in credit-bearing post-secondary courses.
- Agrees to use the student information provided for the specific, limited educational purpose and intent stated in this agreement. Any other use is prohibited.
- Agrees that EAA of Michigan reserves the right to modify or limit the student information requested and that the student information provided a third party will be on a need-to-know basis specifically limited to the `educational purpose of the contract.
- Agrees that any and all student information will not be maintained, stored or kept on file (electronic or any other media) after the stated educational purpose has been fulfilled. Specifically, any and all student information is to be deleted from any electronic storage; paper copies or any other media are to be destroyed and notice of this destruction is to be sent to EAA of Michigan. This includes any data in aggregate form if that aggregation requires the retention of individual student records.
- Agrees to limit the distribution of student information to only those employees who have a legitimate education need to access the information.
- Agrees that student information will not be re-disclosed to any other party without the prior knowledge and prior written consent of the EAA of Michigan.

- Agrees that any re-disclosure of student information will disqualify the disclosing party from receiving information in the future, and the third party under this compliance agreement, to whom the information was originally released, will indemnify the EAA of Michigan against any and all liability (including but not limited to damages of any nature, attorney's fees and any and all legal costs) arising out of the third parties' use and disclosure of educational records and personally identifiable student information in violation of FERPA Or in violation of any other statutory or common law privacy rights.
- Agrees to keep a log of any and all persons who have accessed the student information and present this log to the EAA of Michigan upon demand.

Henry Ford Community College:

_____

Dr. Stanley Jensen
President

_____

Date

Appendix C

HFCC EAA CTE Budget
2013-2015 Academic Year

INSTRUCTION	180 Students
Tuition	$306,720
Books	$162,000
Admission Application Fee	$5,400
Registration Fee	$24,840
Infrastructure Fee	$13,500
Service Fee Per Credit Hour	$32,400
Technology Investment Fee	$1,080
PROGRAM COORDINATION	
Program Coordinator	$47,437
Orientation Staff	$24,000
Secretarial & Staff Support	$5,000
Course Development	$20,000
P/T Fringe	$7,922
F/T Fringe	$28,715
ADMINSTRATION	
College Administration	$33,950.70
PROJECTED EXPENSES	$712,965

Per student annual cost: $4,000.00