



**BOARD OF EDUCATION
REGULAR MEETING**

March 20, 2017 — 7:00 p.m.

Whitmore Lake High School Media Center



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

*Partnering with students, parents, and the community to
provide exceptional, personalized education.*

REGULAR MEETING

Monday, March 20, 2017 – 7:00 p.m.

Whitmore Lake High School Media Center
7430 Whitmore Lake Rd.
Whitmore Lake, MI 48189

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

SPECIAL PRESENTATION

State Representative Donna Lasinski will share information on new items and discussions taking place in Lansing.

CALL TO THE PUBLIC

“The meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.”

BOARD CLARIFICATION

STUDENT COUNCIL

Karolyn Wagner will present the student council report.

CONSENT ITEMS

Approval of minutes from the February 27, 2017 Board of Education Regular Meeting, the February 27, 2017 Finance Committee Meeting, and the March 13, 2017 Superintendent Evaluation Committee Meeting. **(Attachment 1)**

Approve fund transfer of \$260,648 in payments from Accounts Payable as per attachment 2; further, to approve the transfer of \$433,297 from Accounts Payable to cover the payrolls of February 15, 2017, and February 28, 2017. **(Attachment 2)**

OLD BUSINESS

Middle School Lease

Motion to approve the lease(s) with Livingston Christian Schools and/or Livingston Classical Cyber Academy for the 2017-18 school year. Approval is recommended. **(Attachment 3)**

NEW BUSINESS

iPad purchase

Motion to approve the purchase of iPads for use in the Whitmore Lake Elementary School.

SUPERINTENDENT'S REPORT

Sinking Fund Update

Superintendent DeKeyser will update the Board on estimates received for the athletic field repair.

WLES Programming

Superintendent DeKeyser will discuss an elementary Mandarin Chinese language program. Special guest, Laurel Capobianco from BCC International, will give a brief presentation and be available for questions.

CLOSED SESSION

The Board will adjourn to go into closed session to discuss contract negotiations. **Roll call vote required**

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, April 24, 2017 at 7:00 p.m. in the High School Media Center.

The scheduled Regular Meeting for May 8, 2017 has been changed to a Workshop Meeting to be held at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

Mr. Cole, Mr. Henry, Mrs. Kritzman, Mrs. McCully, Mr. Meadows, Mrs. Schwennesen, and Mr. Dignan

ADJOURNMENT

Please fill out a "Public Participation Request" form if you wish to address the Board prior to the Public Comment section of the meeting. Please include your name, address and topic you wish to speak on. Those wishing to speak in Public Comment are limited to three (3) minutes.

0000 – BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L. 15.253(4)(5)(6), 380.1808

Revised 9/27/2010

Use of Recording Devices

Anyone attending a school event who wishes to record the activity on a visual recording device shall be asked to abide by the following rules:

- A. The recorder must operate the device within the area designated by the principal or director of the activity.
- B. The camera must not block the view of any other attendees or interfere with others who seek to record the activity.
- C. Those who record or assist a recorder must not block any passageways nor interfere with any other attendee's participation or observation of the activity.
- D. If sound is also being recorded, the recorder must not ask other attendees to be quiet or to change their behavior in order to improve the quality of the sound.
- E. If the District is recording the activity, the principal may arrange for a person to obtain a copy providing s/he agrees to provide a tape and pay whatever the principal may need to charge to cover the costs of transfer.

Where the District does not possess the appropriate license or permission to allow the recording of a copyrighted work or performance, notice will be given, when possible prior to the exhibit or performance. Announcements shall be made at the beginning of any such exhibit or performance.

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Whitmore Lake Public Schools

BOARD OF EDUCATION

Regular Meeting Minutes

February 27, 2017 – High School Media Center – 6:00 p.m.

MEMBERS PRESENT

Ken Dignan (*President*), Laura Schwennesen (*Vice President*), Bob Henry (*Treasurer*), Michelle Kritzman (*Secretary*), Lee Cole (*Trustee*), Lisa McCully (*Trustee*), and John Meadows (*Trustee*)

MEMBERS ABSENT

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Business & Operations, Denise Kerrigan, Elementary Principal and ECC Director, Sue Wanamaker, and Director of Student Services, Melissa Heuker

OTHERS PRESENT

Staff, parents and members of the community

CALL TO ORDER

At 6:07 p.m. by President Ken Dignan.

APPROVAL OF AGENDA

Motion to approve the agenda as presented made by Mr. Dignan; supported by Mrs. McCully.
Ayes – 7; Nays – 0, motion carried

CALL TO THE PUBLIC

None

STUDENT COUNCIL

Student Council Representative, Karolyn Wagner, shared the profits earned from the Snowcoming dance will be used for events planned in March. She also shared they are discussing dates to start planning for a Spring Fling assembly.

COMMITTEE REPORT

Mr. Henry shared the Finance Committee meet earlier this evening and discussed information regarding the Sinking Fund. Mr. DeKeyser added additional information included reviewing rental revenues from various sources.

CONSENT ITEMS

Motion to approve the minutes from the February 13, 2017 Board of Education Regular meeting made by Mr. Bob Henry; supported by Mr. Cole.
Ayes – 7; Nays – 0, motion carried 7 – 0

OLD BUSINESS

Sinking Fund Update

Superintendent DeKeyser updated the Board with information received from Barton Malow regarding the high school athletic field drainage repair that may exceed the sinking fund revenues. Mr. DeKeyser also shared Barton Malow is still reviewing other district areas both internally & externally to estimate the costs.

NEW BUSINESS

School of Choice

Motion to approve Whitmore Lake Public Schools as a School of Choice district with unlimited open enrollment for students K – 12 in all programs for the first semester of the 2017-2018 school year pursuant to Sections 105 and 105(c) of the State School Aid Act made by Mr. Henry; supported by Mrs. Schwennesen.
Ayes – 7; Nays – 0, motion carried 7 – 0

Overnight Trip Proposal

Motion to approve the proposal submitted by Matthew Wozniak for the overnight trip to Fifth Grade Camp on May 16, 2017 made by Mr. Dignan; supported by Mr. Cole.

Elementary Teacher, Mrs. Matovski shared with the Board the different activities the students may choose to do while at the Howell Nature Center. She also shared fundraising opportunities that are offered to keep the cost minimal for the students.

Ayes – 7; Nays – 0, motion carried 7 – 0

SUPERINTENDENT'S REPORT

Mr. DeKeyser shared information received from a recent school improvement survey presented to students and parents in the community. With around 200 people responding, some of the top likes for our Elementary include the small class sizes, the teachers, and the caring environment. They would like to see more elective and academic offerings in the district.

ANNOUNCEMENTS

At 7:00 p.m. this evening, February 27, 2017 the Middle School Choir will perform a Pre-Festival Concert in the High School Theater.

The next Regular Meeting of the Board of Education will be held on Monday, March 20, 2017 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mrs. Schwennesen shared she attended the Northfield Township Parks & Recreation Committee Meeting in February. The committee is interested in working with WLPS on a project called the River Walk located off Jennings Rd. She also shared the High School Robotics Team will have their first competition at Ann Arbor Pioneer High School on March 10, 2017 and March 11, 2017.

Mr. Dignan shared that he, Mrs. Schwennesen, and Mr. DeKeyser are planning to attend a conference called Changing the Perception of Your District presented by MASB in May.

Mrs. Kritzman shared she attended the Family Dance at the Elementary School and gave great reviews to all who helped put on the event. She also shared that the HS Drama will present A Midsummer Night's Dream on March 3rd, 4th and 5th, the fifth and sixth grade band will have a concert on March 9th and NHS will have their annual Lasagna Dinner fundraiser on March 14, 2017.

ADJOURNMENT

Motion to adjourn the Regular Meeting at 6:54 p.m. made by Mrs. McCully; supported by Mr. Henry.

Ayes - 7; Nays - 0, motion carried 7 - 0.

*Michelle L. Kritzman, Secretary, Board of Education
Whitmore Lake Public Schools*

Date



WHITMORE LAKE PUBLIC SCHOOLS

8845 Main St., Whitmore Lake, MI 48189 • phone: 734.449.4464 • fax: 734.449.5336

www.wlps.net

Exceptional, Personalized Education

Board of Education
Finance Committee Meeting

February 27, 2017

High School Counseling Office Conference Room

MINUTES

- I. Call to Order at 5:30 pm
Present: Tom DeKeyser, Denise Kerrigan, Bob Henry, John Meadows, Laura Schwennesen
- II. Business
 - Budget Updates
Reviewed rental revenues from various sources. LCS and LCCA will be occupying the middle school again next year, 2017-18. Will need to plan for 2018-19.
 - Sinking Fund
Discussed hiring Barton Malow to manage the sinking fund usage.
 - Qualified Zone Academy Bonds Program
WLPS does qualify for the QZAB program. The bonds would need to be voted on by the public because of our debt to SEV ratio. QZAB could be utilized for buses, technology and other program improvements.
- III. Informational Items
Next Finance Committee Meeting – TBD
- IV. Call to the Public
None
- V. Adjournment at 6:00 pm



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Exceptional, Personalized Education

Superintendent Tom DeKeyser

Board of Education

Superintendent Evaluation Committee Meeting

March 13, 2017, 6:00 pm

Superintendent's Office Conference Room

MINUTES

I. Call to Order at 6:16 pm

Present: Tom DeKeyser, Ken Dignan, Lisa McCully, Laura Schwennesen

II. Business

- Evaluation Tool

Reviewed MASB's superintendent Evaluation tool and agreed to have Superintendent DeKeyser to establish a training of entire Board of Education prior to June 30, 2017.

- Goal Areas

Discussed goal areas: Superintendent DeKeyser recommended creating goals with measurable outcomes in four areas for the remainder of the calendar year:

- Instructional Leadership and Staff Relations
- Business and Finance
- Community Relations
- Student Growth

III. Informational Items

Next Superintendent's Evaluation Committee Meeting – as needed

IV. Call to Public

None

V. Adjournment at 7:35 pm

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Whitmore Lake Public Schools
Business Office Transactions

For the Month Ending:
February 28, 2017

<u>Payroll Transactions</u>	February 15, 2017	\$ 219,100
	February 28, 2017	\$ 214,197
		<u>\$ 433,297</u>
<u>Accounts Payable Transactions</u>		<u>\$ 260,648</u>

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LCS

BOE revision
3/16/2017

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of July 1, 2017, by and between Whitmore Lake Public Schools ("Landlord"), and Livingston Christian Schools ("Tenant").

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, classrooms at the former Whitmore Lake Middle School, which are located in the area of the building known as the "horseshoe" (the "Premises") (See Attached Map). Tenant accepts the Premises in the current condition, "as is" and "where is".

2. Term. The term of this Lease shall commence at the beginning of the Whitmore Lake Public Schools 2017-2018 financial year and shall continue for a term of (12) months with an opportunity to extend month to month until the end of June 2018. Extension of this lease into 2018 will require a renegotiation of rent. Except for failure to pay rent, in no event shall Tenant be removed from the Premises prior to June 16, 2018.

3. Rent. Tenant shall pay to Landlord each month during the term of this Lease \$6,000 for the Premises ("Rent"). All installments of Rent shall be payable, in advance, in equal consecutive monthly installments due on the first (1st) day of each and every month, with the initial monthly rental being paid at the time of execution of this Lease Agreement. During the months of July and August, rent will be \$0. Should LCS desire to secure space for instructional activities, a price for specific space will be negotiated.

4. Restriction on Use. The Premises shall be used solely for the purpose of elementary, middle and high school classroom activities and related extra-curricular activities. The Premises shall not be used for any other purpose without the prior written consent of Landlord. Tenant shall not use the Premises in any manner which is in violation of any federal, state, or local law, ordinance or regulation.

5. Utilities; Dues. Landlord shall pay for all costs of electricity, gas, water, janitorial services, refuse removal and snow removal. Notwithstanding anything to the contrary, Tenant shall pay for all costs of any additional bandwidth required to accommodate its technology needs, and shall pay for any HVAC needs required on weekends or after 5 pm on weekdays. Such cost will be \$45 per hour and at least 2 days advanced notice to Landlord of the need for such additional HVAC services is required. On days that Landlord does not have classroom activity scheduled in the gym/computer lab next to the Premises, Tenant may rent the gym/computer lab for an additional fee of \$___TBD___ per day for classroom activity for its students.

6. Common Areas. Tenant shall be entitled to use, in common with others, the common areas associated with the Premises, including sidewalks, entryways, parking areas and restrooms. The use of such common areas shall be subject to the exclusive control and management of Landlord and to such rules and such regulations as Landlord may, from time to time, issue, including rules and regulations relating to the safety and security of both Landlord and Tenant's student population.

7. Maintenance and Repair. Landlord shall keep the foundation, outer walls, windows, roof and structural components of the building of which the Premises are a part in good repair. Landlord shall also be responsible for all necessary maintenance and repair to the mechanical systems of the building, including heating and air conditioning equipment. Notwithstanding the foregoing, Tenant shall be responsible for any such repairs caused by the acts or negligence of Tenant, its agents, employees, invitees, guests or licensees. Tenant shall be responsible for maintenance, repair and replacement of all interior walls, doors, glass, carpet and flooring, and window treatments. Tenant shall notify Landlord of any repairs which are the responsibility of Landlord to perform; provided, Landlord shall not be called upon to make any repairs of any kind upon the Premises except as required under the terms of this Lease. Except for the obligations of Landlord set forth herein, Tenant shall keep and maintain (including all necessary repairs and replacements) the Premises and every part thereof and any alterations and additions to the Premises in good order, condition and repair, and clean and free from trash, rubbish and noxious odors. If Landlord reasonably determines any unperformed cleaning, maintenance, repairs or replacements of Tenant necessary, it may demand that Tenant make the same. If Tenant refuses or neglects to do so with reasonable dispatch, Landlord may, at Tenant's expense, make or cause such reasonable cleaning, maintenance, repairs or replacements to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. At the expiration of the term of this Lease, and any extensions, Tenant shall return the Premises to Landlord in as clean and good condition as when taken by Tenant, subject to reasonable wear and tear.

8. Improvements, Additions and Alterations. Tenant shall not may any additions, improvements and alterations to the Premises.

9. Taxes. Landlord shall be responsible for payment of the real estate taxes, if any, on the Premises. Tenant shall pay any and all personal property taxes, if any, levied against any equipment or personal property in the possession of Tenant and contained in or on the Premises.

10. Insurance and Indemnity.

A. Covenant to Hold Harmless. Landlord shall be defended and held harmless by Tenant from any liability for damages or injury to the Premises and to any person or any property in or upon the Premises or the common areas, including the person and property of Tenant, and its employees and all persons in

the building at its or their invitation or with their consent except damages or injury caused by the gross negligence or willful misconduct of Landlord. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the risk of Tenant only. Tenant shall not suffer or give cause for the filing of any lien against the Premises. Tenant shall hold Landlord harmless from any liability or damages to any person or property in any common areas of the Premises on account of the active or gross negligence of Tenant or its employees, agents or invitees.

B. Fire and Casualty. Landlord shall be solely responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the Premises in the amount reasonably determined by Landlord. Tenant shall be responsible for obtaining a policy of fire and casualty insurance protecting Tenant against loss or damage to Tenant's furnishings, fixtures, equipment and personal property in or on the Premises. Upon request, Landlord shall provide evidence of its insurance coverage to Tenant.

C. Tenant's Obligation to Carry Public Liability Insurance. Tenant shall keep, during the entire term hereof, in full force and effect a policy of public liability insurance with respect to the Premises and the business operated by Tenant in the Premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000) single limit coverage, or such greater amount as reasonably determined by Landlord from time to time, naming Landlord as an additional insured. Such insurance coverage may be obtained by Tenant under any blanket or umbrella policy secured by Tenant or under a separate policy therefor. Tenant shall furnish Landlord with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease. All policies relating to the Premises shall contain a provision that the policy shall not be modified or canceled unless the insurer first gives Landlord at least thirty (30) days prior written notice.

D. Waiver of Subrogation Rights Under Insurance Policies. Landlord and Tenant hereby waive all rights of recovery which either might otherwise have against the other, and its officers, partners, agents, employees, invitees, guests, or licensees, for any damage to their property which is covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of one of them, or its officers, partners, agents, employees, invitees, guests, or licensees; provided, however, that this waiver shall be effective only with respect to losses or damages occurring where this waiver will not affect the right of the insured to recover under the applicable policy of insurance. The parties agree to acquire policies of insurance containing standard waiver of subrogation clauses or endorsements so long as such clauses or endorsements are generally available in the insurance industry.

11. Conduct. Tenant shall not cause or permit any unreasonable conduct to take place within the Premises which in any way may disturb or annoy other occupants of the building in which the Premises are located, or adjacent buildings.

12. Signage. With the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant shall be entitled to display such sign or signs advertising Tenant's business at the Premises as shall be permitted by local ordinances.

13. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.

14. Condemnation. In the event a part of the Premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit Tenant to carry on its business in a manner comparable to that which it has become accustomed, then this Lease shall continue, but the obligation to pay rent on the part of Tenant shall be reduced in an amount proportionate to the square footage of the entire Premises relative to the square footage taken by such condemnation. In the event all of the Premises shall be taken, or so much of the Premises taken that it is not feasible to continue a reasonably satisfactory operation of the business of Tenant, then Tenant shall have the option of terminating this Lease. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any right in or to any award made to the other by the condemning authority.

15. Destruction. In the event the Premises are damaged by fire or other casualty (i) Landlord may elect to make repairs or rebuild in its sole discretion and this Lease shall continue in full force and effect, or (ii) Landlord may, in its sole discretion, elect to terminate this Lease and give written notice thereof to Tenant. Until such repairs are completed, Rent and other amounts payable hereunder shall be abated in proportion to the area of the Premises which is rendered unusable by Tenant in the conduct of its business.

16. Bankruptcy or Insolvency. Neither this Lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any such event, Landlord may terminate, at its option, this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

17. Assignment and Subletting. Tenant covenants and agrees that neither this Lease nor any interest herein or hereunder will be assigned, mortgaged, pledged, encumbered or otherwise transferred, and that neither the Premises, nor

any part thereof, will be sublet or encumbered in any manner by reason of any act or omission on the part of Tenant without the prior written consent of Landlord.

18. Default of Tenant. Tenant shall be deemed to be in Default under this Lease upon occurrence of any of the following events: (a) any failure of Tenant to pay any Rent due hereunder within ten (10) days after the same shall be due, or (b) any failure of Tenant to perform any other of the terms, conditions or covenants of this Lease for more than twenty (20) days after written notice of such default is received by Tenant (unless such default requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such twenty (20) day period and Tenant shall commence the same within such twenty (20) day period and thereafter shall continuously process the same to completion, in good faith).

19. Remedies Upon Default. Upon the occurrence of any of the events of default described in Section 18, Tenant shall be deemed to be in default of this Lease and Landlord may, at its option, without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Terminate this Lease, repossess the Premises and be entitled to recover immediately, as liquidated damages, in lieu of any further deficiencies, the total Rent to be paid by Tenant during the balance of the Term of this Lease, together with any other sum of money owed by Tenant to Landlord.

(b) Terminate Tenant's right of possession and repossess the Premises without demand or notice of any kind to Tenant and without terminating this Lease. Then Tenant shall pay to Landlord as damages the total Rent to be paid by Tenant during the balance of the Term of this Lease which shall be immediately due and payable from Tenant to Landlord upon demand.

(c) Landlord's rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

Upon reentry, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant. Tenant shall pay upon demand all reasonable attorneys' fees and expenses incurred by Landlord in enforcing any provision of this Lease.

20. Quiet Enjoyment. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably

claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

21. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Landlord to or of any act of Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

22. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (a) when personally delivered to the party to be given such notice or other communication; (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice; (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth below or to such other address as the parties may designate in writing:

Landlord: WLPS

Tenant:

23. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship other than Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

24. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

25. Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of Landlord, shall be construed to be a tenancy for month-to-month at One Hundred Fifty Percent (150%) of the rents herein specified and shall otherwise be on the terms and conditions herein specified.

26. Successors. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, guardians, heirs and legal representatives. If there is more than one Tenant, they shall each be bound jointly and severally by the terms, covenants and agreements herein.

27. Subordination. Landlord reserves the right to subject and subordinate this Lease at any time to the lien of any mortgage or mortgages now or hereafter placed on the Premises. Tenant shall execute and deliver, upon Landlord's request, such further instrument(s) subordinating this Lease to the lien of any such mortgage as shall be required by Landlord's mortgage lender or lenders, so long as such instrument shall not permit the termination of Tenant's interest herein if Tenant is not in default in its obligations hereunder. Tenant shall also, at the request of Landlord or Landlord's mortgage lender execute an instrument acknowledging assignment by Landlord to Landlord's mortgage lender of all of Landlord's rights under this Lease, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of default by Landlord in any of the terms and conditions of the mortgage or mortgages on the subject property.

28. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease.

29. Entire Agreement and Amendment. This Lease contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Lease may not be altered or modified except by a writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused it to be effective as of the day and year first set forth above.

Landlord:

Whitmore Lake Public Schools

By: _____

Its: _____

Tenant:

Livingston Christian Schools

By: _____

Its: _____

LCA

LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of July 1, 2017, by and between Whitmore Lake Public Schools ("Landlord"), and Livingston Classical Cyber Academy ("Tenant").

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, classrooms at the former Whitmore Lake Middle School. (See Attached Map). Tenant accepts the Premises in the current condition, "as is" and "where is".

2. Term. The term of this Lease shall commence at the beginning of the Whitmore Lake Public Schools 2017-2018 financial year and shall continue for a term of one (1) year, until the end of June, 2018. Except for failure to pay rent, in no event shall Tenant be removed from the Premises prior to June 16, 2018.

3. Rent. Tenant shall pay to Landlord each month during the term of this Lease \$8,000* for the Premises ("Rent"). All installments of Rent shall be payable, in advance, in equal consecutive monthly installments due on the first (1st) day of each and every month, with the initial monthly rental being paid at the time of execution of this Lease Agreement. During the months of July and August, rent will be limited to \$1000 per month. Enrollment verification will take place in September. Resident pupil enrollment will be added to the monthly rent payment in an amount not to exceed \$750 per pupil, per month, less any costs associated with non-instructional delivery.

*Should a proposed 20% reduction in per pupil allocation to cyber schools be adopted by the State of Michigan School Aid budget, rent will reduced \$1000 monthly.

*Rent is based on an enrollment of 135 students in grades K-10. Should that enrollment projection fail to meet the 135 threshold, negotiations on a monthly rent payment can be requested by the tenant.

4. Restriction on Use. The Premises shall be used solely for the purpose of elementary, middle and high school classroom activities and related extra-curricular activities. The Premises shall not be used for any other purpose without the prior written consent of Landlord. Tenant shall not use the Premises in any manner which is in violation of any federal, state, or local law, ordinance or regulation.

5. Utilities; Dues. Landlord shall pay for all costs of electricity, gas, water, janitorial services, refuse removal and snow removal. Notwithstanding anything to the contrary, Tenant shall pay for all costs of any additional bandwidth

required to accommodate its technology needs, and shall pay for any HVAC needs required on weekends or after 5 pm on weekdays. Such cost will be \$45 per hour and at least 2 days advanced notice to Landlord of the need for such additional HVAC services is required. On days that Landlord does not have classroom activity scheduled in the gym/computer lab next to the Premises, Tenant may rent the gym/computer lab for an additional fee of \$___TBD___ per day for classroom activity for its students.

6. Common Areas. Tenant shall be entitled to use, in common with others, the common areas associated with the Premises, including sidewalks, entryways, parking areas and restrooms. The use of such common areas shall be subject to the exclusive control and management of Landlord and to such rules and such regulations as Landlord may, from time to time, issue, including rules and regulations relating to the safety and security of both Landlord and Tenant's student population.

7. Maintenance and Repair. Landlord shall keep the foundation, outer walls, windows, roof and structural components of the building of which the Premises are a part in good repair. Landlord shall also be responsible for all necessary maintenance and repair to the mechanical systems of the building, including heating and air conditioning equipment. Notwithstanding the foregoing, Tenant shall be responsible for any such repairs caused by the acts or negligence of Tenant, its agents, employees, invitees, guests or licensees. Tenant shall be responsible for maintenance, repair and replacement of all interior walls, doors, glass, carpet and flooring, and window treatments. Tenant shall notify Landlord of any repairs which are the responsibility of Landlord to perform; provided, Landlord shall not be called upon to make any repairs of any kind upon the Premises except as required under the terms of this Lease. Except for the obligations of Landlord set forth herein, Tenant shall keep and maintain (including all necessary repairs and replacements) the Premises and every part thereof and any alterations and additions to the Premises in good order, condition and repair, and clean and free from trash, rubbish and noxious odors. If Landlord reasonably determines any unperformed cleaning, maintenance, repairs or replacements of Tenant necessary, it may demand that Tenant make the same. If Tenant refuses or neglects to do so with reasonable dispatch, Landlord may, at Tenant's expense, make or cause such reasonable cleaning, maintenance, repairs or replacements to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. At the expiration of the term of this Lease, and any extensions, Tenant shall return the Premises to Landlord in as clean and good condition as when taken by Tenant, subject to reasonable wear and tear.

8. Improvements, Additions and Alterations. Tenant shall not may any additions, improvements and alterations to the Premises.

9. Taxes. Landlord shall be responsible for payment of the real estate taxes, if any, on the Premises. Tenant shall pay any and all personal property

taxes, if any, levied against any equipment or personal property in the possession of Tenant and contained in or on the Premises.

10. Insurance and Indemnity.

A. Covenant to Hold Harmless. Landlord shall be defended and held harmless by Tenant from any liability for damages or injury to the Premises and to any person or any property in or upon the Premises or the common areas, including the person and property of Tenant, and its employees and all persons in the building at its or their invitation or with their consent except damages or injury caused by the gross negligence or willful misconduct of Landlord. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the risk of Tenant only. Tenant shall not suffer or give cause for the filing of any lien against the Premises. Tenant shall hold Landlord harmless from any liability or damages to any person or property in any common areas of the Premises on account of the active or gross negligence of Tenant or its employees, agents or invitees.

B. Fire and Casualty. Landlord shall be solely responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the Premises in the amount reasonably determined by Landlord. Tenant shall be responsible for obtaining a policy of fire and casualty insurance protecting Tenant against loss or damage to Tenant's furnishings, fixtures, equipment and personal property in or on the Premises. Upon request, Landlord shall provide evidence of its insurance coverage to Tenant.

C. Tenant's Obligation to Carry Public Liability Insurance. Tenant shall keep, during the entire term hereof, in full force and effect a policy of public liability insurance with respect to the Premises and the business operated by Tenant in the Premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000) single limit coverage, or such greater amount as reasonably determined by Landlord from time to time, naming Landlord as an additional insured. Such insurance coverage may be obtained by Tenant under any blanket or umbrella policy secured by Tenant or under a separate policy therefor. Tenant shall furnish Landlord with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease. All policies relating to the Premises shall contain a provision that the policy shall not be modified or canceled unless the insurer first gives Landlord at least thirty (30) days prior written notice.

D. Waiver of Subrogation Rights Under Insurance Policies. Landlord and Tenant hereby waive all rights of recovery which either might otherwise have against the other, and its officers, partners, agents, employees, invitees, guests, or licensees, for any damage to their property which is covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of one of them, or its officers, partners, agents, employees, invitees, guests, or licensees; provided, however, that this waiver shall be effective

only with respect to losses or damages occurring where this waiver will not affect the right of the insured to recover under the applicable policy of insurance. The parties agree to acquire policies of insurance containing standard waiver of subrogation clauses or endorsements so long as such clauses or endorsements are generally available in the insurance industry.

11. Conduct. Tenant shall not cause or permit any unreasonable conduct to take place within the Premises which in any way may disturb or annoy other occupants of the building in which the Premises are located, or adjacent buildings.

12. Signage. With the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant shall be entitled to display such sign or signs advertising Tenant's business at the Premises as shall be permitted by local ordinances.

13. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.

14. Condemnation. In the event a part of the Premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit Tenant to carry on its business in a manner comparable to that which it has become accustomed, then this Lease shall continue, but the obligation to pay rent on the part of Tenant shall be reduced in an amount proportionate to the square footage of the entire Premises relative to the square footage taken by such condemnation. In the event all of the Premises shall be taken, or so much of the Premises taken that it is not feasible to continue a reasonably satisfactory operation of the business of Tenant, then Tenant shall have the option of terminating this Lease. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any right in or to any award made to the other by the condemning authority.

15. Destruction. In the event the Premises are damaged by fire or other casualty (i) Landlord may elect to make repairs or rebuild in its sole discretion and this Lease shall continue in full force and effect, or (ii) Landlord may, in its sole discretion, elect to terminate this Lease and give written notice thereof to Tenant. Until such repairs are completed, Rent and other amounts payable hereunder shall be abated in proportion to the area of the Premises which is rendered unusable by Tenant in the conduct of its business.

16. Bankruptcy or Insolvency. Neither this Lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of

Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any such event, Landlord may terminate, at its option, this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

17. Assignment and Subletting. Tenant covenants and agrees that neither this Lease nor any interest herein or hereunder will be assigned, mortgaged, pledged, encumbered or otherwise transferred, and that neither the Premises, nor any part thereof, will be sublet or encumbered in any manner by reason of any act or omission on the part of Tenant without the prior written consent of Landlord.

18. Default of Tenant. Tenant shall be deemed to be in Default under this Lease upon occurrence of any of the following events: (a) any failure of Tenant to pay any Rent due hereunder within ten (10) days after the same shall be due, or (b) any failure of Tenant to perform any other of the terms, conditions or covenants of this Lease for more than twenty (20) days after written notice of such default is received by Tenant (unless such default requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such twenty (20) day period and Tenant shall commence the same within such twenty (20) day period and thereafter shall continuously process the same to completion, in good faith).

19. Remedies Upon Default. Upon the occurrence of any of the events of default described in Section 18, Tenant shall be deemed to be in default of this Lease and Landlord may, at its option, without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Terminate this Lease, repossess the Premises and be entitled to recover immediately, as liquidated damages, in lieu of any further deficiencies, the total Rent to be paid by Tenant during the balance of the Term of this Lease, together with any other sum of money owed by Tenant to Landlord.

(b) Terminate Tenant's right of possession and repossess the Premises without demand or notice of any kind to Tenant and without terminating this Lease. Then Tenant shall pay to Landlord as damages the total Rent to be paid by Tenant during the balance of the Term of this Lease which shall be immediately due and payable from Tenant to Landlord upon demand.

(c) Landlord's rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

Upon reentry, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant. Tenant shall pay upon

demand all reasonable attorneys' fees and expenses incurred by Landlord in enforcing any provision of this Lease.

20. Quiet Enjoyment. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

21. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Landlord to or of any act of Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

22. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given: (a) when personally delivered to the party to be given such notice or other communication; (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice; (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth below or to such other address as the parties may designate in writing:

Landlord: WLPS

Tenant: LCCA

23. Construction. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship other than Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

24. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

25. Holding Over. Any holding over after the expiration of the term hereof, with or without the consent of Landlord, shall be construed to be a tenancy for month-to-month at One Hundred Fifty Percent (150%) of the rents herein specified and shall otherwise be on the terms and conditions herein specified.

26. Successors. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, guardians, heirs and legal representatives. If there is more than one Tenant, they shall each be bound jointly and severally by the terms, covenants and agreements herein.

27. Subordination. Landlord reserves the right to subject and subordinate this Lease at any time to the lien of any mortgage or mortgages now or hereafter placed on the Premises. Tenant shall execute and deliver, upon Landlord's request, such further instrument(s) subordinating this Lease to the lien of any such mortgage as shall be required by Landlord's mortgage lender or lenders, so long as such instrument shall not permit the termination of Tenant's interest herein if Tenant is not in default in its obligations hereunder. Tenant shall also, at the request of Landlord or Landlord's mortgage lender execute an instrument acknowledging assignment by Landlord to Landlord's mortgage lender of all of Landlord's rights under this Lease, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of default by Landlord in any of the terms and conditions of the mortgage or mortgages on the subject property.

28. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in this Lease.

29. Entire Agreement and Amendment. This Lease contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Lease may not be altered or modified except by a writing signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused it to be effective as of the day and year first set forth above.

Landlord:

Whitmore Lake Public Schools

By: _____

Its: _____

Tenant:

Livingston Classical Cyber Academy

By: _____

Its: _____