

MANAGEMENT AGREEMENT
Between
OAKLAND ACADEMY
And
Summit Management Consulting, LLC

This Management Agreement (the "Agreement") is made and entered into as of the 12/1 day of 2023, 2023, by and between **Summit Management Consulting, LLC** ("Summit"), and **OAKLAND ACADEMY** (the "Academy"), a Michigan non-profit corporation and Michigan public school academy, with reference to the following:

- A. The Academy has been granted a charter (the "Charter") from Grand Valley State University (the "Authorizing Body") to organize and operate a public Academy(s), as defined in the Michigan Revised Academy Code (the "Act");
- B. Summit was established, among other things, to manage academies and to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the organization and operation of Academies;
- C. The Academy desires to develop educational excellence with Summit overseeing a comprehensive educational program and management principles;
- D. Subject to the terms of this Agreement, the Academy agrees that it is in its best interests to enter into this Agreement with Summit; and
- E. The Academy's Board of Directors (the "Board") desires to engage Summit to perform certain services related to all its academies as set forth below.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I
RELATIONSHIP OF THE PARTIES

1. Status of the Parties. The Authorizing Body has granted a charter to The Academy to organize and operate a public charter Academy(s), together with the powers necessary or desirable for carrying out the Educational Program set forth therein. The Academy is authorized to contract with Summit to provide the Educational and Administrative Services provided for herein. Summit is not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Act and is not a division or a part of Summit. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between the Academy and Summit or, except as provided in Section 3.2.g.(4) C., below, to make one the agent of the other. Neither the Academy nor Summit will otherwise hold itself out as a partner or agent of the other or state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the Academy nor Summit has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Summit will be considered an employee of the Academy by either party for any purpose whatsoever.

2. The Summit Attendance at Board Meetings. Summit shall receive notice from the Board of any regular, special, or closed session meeting of the Board and shall have the right to have its designee present at any such meeting, provided, however, that Summit representative shall have no right to attend a properly constituted closed session except upon invitation by the Academy Board chair or its members, it being understood that the parties intend to work together as transparently as possible, subject to this Agreement, the Charter and the Act, and consistent with preserving their legal rights. Unless the Board provides notice to Summit otherwise, Summit shall attend Board meetings and be responsible for ensuring Board meetings are properly noticed pursuant to the Open Meetings Act, and will create all agendas and Board meeting packets in coordination with the Board President and in compliance with the Board Bylaws. Further, Summit will draft minutes of Board meetings and ensure they are available and posted in compliance with the Open Meetings Act.
3. Other Academies. The parties acknowledge that this arrangement is not exclusive and that Summit will have the right to render similar services to other persons or entities including other public or private academies or institutions ("Other Academies"). Summit will maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other academies and only charge the Academy for expenses incurred or consideration earned on behalf of the Academy.

ARTICLE II TERM

1. Term. Subject to ARTICLE VI below, this Agreement will become effective as of July 1, 2023 hereof (the "Effective Date"), cover two academic years, and end on at the end of second academic year, being June 30, 2025 (the "Termination Date").

ARTICLE III EDUCATIONAL, ADMINISTRATIVE, AND OPERATIONAL SERVICES

Summit shall provide the Academy with the following educational, administrative, and operational services as set forth in this Article III, provided that the Academy shall be responsible for the costs associated with implementing and/or facilitating the recommendations and directives of Summit associated with the provisions or the services outlined below.

3.1 Educational Services.

1. For the Term (as defined in ARTICLE II above), Summit shall implement the educational goals and programs set forth in the Charter and established by the Board, including but not limited to methods of pupil assessment, admission policy and criteria, Academy calendar and Academy day schedule, age and grade classifications of pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (collectively the "Educational Program"). In the event that Summit determines that it is advisable to modify the Educational Program set forth in the Charter, Summit will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Program shall be implemented without the prior approval of the Board and the Authorizing Body. Summit shall provide the Board with periodic written reports specifying the level of achievement of each of the academies' educational goals set forth in the Charter and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board on a quarterly basis, and at such other times as mutually agreed time period as the same may be changed from time to time. The Educational Program shall be in compliance with the Charter, applicable state and federal laws, rules and regulations.

Under the policy direction of the Board, Summit shall be responsible for the aforesaid educational services (the "Educational Services") to be provided to the Academy and its students. Such Educational Services shall include, but are not limited to:

- i. Curriculum Development.
 1. Monitoring and reviewing; the evaluation of assessments and accountability systems;
 2. Oversee and maintain coordination of standardize testing;
 3. Oversee and maintain updating and revising policies and procedures in accordance with amendments to laws, regulations and/or policies; and
 4. Monitor develop of gifted education, special education, and ESL plans.
 - ii. Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Superintendent (and/or executive director), the building principals, if any, and the rest of the leadership team, the teachers and support staff;
 - iii. Special Education. Oversight of special education services by the Academy to its students in conformity with the requirements of state and federal laws and applicable regulations and policies;
 - iv. Instructional Tools. Oversee the selection of instructional tools, equipment and supplies, including textbooks, computers, software and multi-media teaching tools and such other tools as are appropriate and commonly used in public education;
 - v. Extra-Curricular and Co-Curricular Programs. Oversee the development and monitoring of appropriate extra-curricular and co-curricular activities and programs; and
 - vi. Additional Educational Services. At the request of the Board, oversee and monitor such other services as are necessary or expedient for the provision of teaching and learning at the academies as may be agreed to in writing between the parties.
2. Summit will be responsible and accountable to the Board for the management and oversight of the Educational Services, provided that such obligations, duties and responsibilities are limited by the Academy's annual Budget, and Summit will not be required to expend funds on such services in excess of the amounts set forth in such Academy Budget unless approved by the Board and Summit.

3.2 Administrative and Operational Services.

- a. Human Resources/Personnel Management. Summit shall make recommendations to the Academy Board regarding staffing levels and shall be the Employer of Record in compliance with the following:
 1. Personnel Responsibility. Summit has the ultimate authority to select, discipline and transfer personnel, consistent with applicable laws. The School Leader or designee (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Evaluation and compensation systems shall comply with all applicable laws.
 2. School Leader. Summit shall identify and appoint a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the "School Leader"). The School Leader will hold all required certifications as required by the Code. The School Leader will be an employee of Summit, who may be disciplined and/or terminated by Summit in its sole discretion, once notice is provided to the Board pursuant to this Paragraph. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with Summit, will select and hold accountable all staff in Leadership Team positions. The

School Leader shall be responsible for supervising and managing the educational program and instruction of students. Summit will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. Summit shall notify the Board at least forty-eight (48) hours prior to the termination of the School Leader.

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

3. Teachers and Staff. Summit will provide administrative support to the School Leader to obtain resumes and credential information for the staff at the Academy. Summit will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, Summit will onboard and provide additional administrative support to the School Leader. Teachers employed by Summit shall not be considered public employees and are not eligible for purposes of continuing tenure under MCL §38.71 et seq.
 4. Section 10. Criminal Background Checks. Summit agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.
 5. Summit will inform the Board on the selection and hiring of all staff assigned to perform work at the Academy. The staff assigned to work at the Academy will be employees of Summit or its designee and thus evaluated by Summit. Their salaries and benefits will be a line item contained within and paid for under the Academy's operational budgets. These evaluations will be shared with the Board for its review. Other responsibilities of Summit shall include:
 1. Update and revise position descriptions;
 2. Review and oversee preparation of employment contracts;
 3. Interview all staff members; and
 4. Maintain all such teaching permits, licenses, approvals and authorizations in full force and effect and following local, state, and federal, laws.
- b. Professional Development for Academy Administrators and Teachers. In collaboration with Academy administration, Summit shall oversee all mandated training for the Academy staff members assigned to work at the Academy, orientation and training for new Summit employees assigned to work at the Academy prior to the commencement of each academic year and as needed, the professional development programs for Summit employees assigned to work at the Academy on staff development days in accordance with the charter. Other responsibilities of Summit shall include:
- i. Coordination of staff development and teacher certification;

- ii. Coordination of establishment of new teacher mentoring plan;
 - iii. Coordination teacher training with respect to technology;
 - iv. Training of its employees, including the principal, administrators, and teachers; and
 - v. Training of non-instructional personnel.
- c. Technology Support and Database Management.
- i. Oversee the Integration of technology into the Academy program;
 - ii. Oversee selection of Web design and hosting; and
 - iii. Oversee selection of student information system.
- d. Marketing and Advertisement Materials.
- i. Oversee the preparation of operations manuals, forms applications, enrollment, and similar forms to be used by the Academy; and
 - ii. Oversee preparation and designing marketing and advertisement materials (brochures and fliers) and other electronic media utilized for this purpose.
- e. Grant Writing.
- i. Summit will assist in identifying and applying for grants;
 - ii. In coordination with Academy administrators, Summit from time to time hereafter, may apply for available grants in the name of the Academy, which will (A) provide additional funding to the Academy, (B) aid the Academy in fulfilling the terms of the contract and/or (C) provide additional services and programs to the students; and
 - iii. Prior to the application for any grant funds, the Academy shall review and approve any grant application in timely manner including any fees to be paid to Summit.
- f. Facility Operation and Maintenance. Coordinate and oversee the operation and maintenance of any Academy facility (the "Facilities") to the extent consistent with any and all leases or other documents pertaining to the Facilities, including oversight and management of any repair and renovation projects undertaken by the Academy. Summit's coordination and oversight will include proper maintenance and cleaning of the building. Moreover, Summit's coordination and oversight will include implementation of the food service program. Summit may subcontract such maintenance, custodial, and food services to third-parties pursuant to Article XII, paragraph 7, and such subcontracting costs will be paid for by the Academy.
- g. Business Administration. Summit will interview and select an individual appropriately qualified and certified to serve as the Academy Administrator, who shall perform, or oversee the performance of, all services necessary and appropriate for the proper performance of the Academy's business functions, including budget and accounting operations, general ledger management and financial reporting in accordance with this Agreement and applicable statutes and regulations as more specifically described below:
1. Payroll. Summit will oversee the selection of the payroll and account payable system or such other suitable alternative payroll provider as Summit may select from time to time with final approval of the Board. Summit employees, including administrative employees will be responsible for all data input. Summit employees will be responsible for establishing appropriate banking arrangements to enable accounting system to make direct charges of payroll against the Academy payroll account each pay period.
 2. Public Relations. Summit will coordinate and assist with any and all advertising and media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties. Summit will also oversee the following:

1. Coordinating development of newspaper and radio advertisement with Academy administrators; and
2. Coordinating and Drafting press releases in coordination with Academy administrators and the Academy board of directors.
3. Budgeting and Financial Reporting.
 - A. The Board is responsible for approving the final budget in accordance with the provisions of the state public charter rule and regulations. Summit will oversee the preparation of annual Academy budget by the principal and present to the Board a proposed annual budget (the "Academy Budget"). Future annual budgets will be prepared by Summit in the same general manner as the first year's annual budget (unless a different format is required by the Act) and will be subject to the approval of the Board, consistent with this Agreement, the Charter and the Act. The projected annual budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement and may be amended from time to time as deemed necessary by the Board.
 - B. Summit will prepare other financial statements as required by and in compliance with the Charter, the Act and other applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the Academy's financial statements. The cost for preparation of the financial statements will be the responsibility of Summit. The cost of the audit will be the responsibility of the Academy and will be provided for in the Academy Budget.
4. Maintenance of Financial and Student Records.
 - A. Summit will maintain accurate financial records pertaining to its operation of the Academy together with all the Academy financial records prepared by Summit and retain these records as required by the Records Retention and Disposal Schedule for Michigan state laws and other applicable laws and regulations. All the Academy financial records retained by Summit pertaining to the Academy will be available to the Academy, the Authorizing Body, and to all other appropriate regulatory authorities for inspection and copying at the Academy's facilities upon request, it being understood that in most cases such copies will be made available within thirty (30) business days.
 - B. Summit will maintain accurate student records pertaining to students enrolled in the Academy as is required and in the manner provided by the Charter, the Act, and applicable laws and regulations, together with all additional student records prepared by or in the possession of Summit. Summit shall retain such records permanently at the Academy on behalf of the Academy, until this Agreement is terminated, at which time such records will be delivered to the Academy, which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the Academy).
 - C. During the term of this Agreement, the Academy may disclose confidential data and information to Summit and its respective officers, directors, employees, and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 *et seq.*, 34 CFR 300.610 - 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Americans with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and

Accountability Act ("HIPAA"), 42 USC 1320d - 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a. Summit and the Academy will maintain the proper confidentiality of such records as required by law and the Charter, including the provisions of the Family Educational Rights and Privacy Act (20 USC Section 1232g *et seq*) ("FERPA"). Summit, and its respective officers, directors, employees and designated agents are hereby authorized to serve as agents of the Academy, having a legitimate educational interest in the Program and its students for purposes of the FERPA such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA. In the event of a data breach of personally identifiable information of the Academy's educational records or other information not suitable for public release, Summit will assist the Academy in making proper notification to all affected parties. Further, the Academy and Summit will immediately endeavor to determine the source and cause of such data breach and will implement such measures as deemed necessary to remediate the breach and prevent any future breach.

D. Summit will maintain accurate employment, business and other records pertaining to the operation of the Academy as is required and in the manner provided by the Charter, the Act and applicable laws and regulations. Summit shall retain such records permanently on behalf of the Academy until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to the Academy, which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the Academy). Summit and the Academy will maintain the proper confidentiality of such records as required by the Charter and applicable law. This Agreement shall not be construed to restrict the Authorizing Body's or the public's access to these records under the Freedom of Information Act or the Charter, except to the extent permitted by law.

E. The Board shall be entitled at any time upon reasonable notice to Summit to audit the books and records of the Academy pertaining to its operation of the Academy pursuant to this Agreement.

- h. Admissions. In its first year, Summit will oversee implementation of the Academy admission and student enrollment policy in accordance with the Charter and applicable laws and regulations.
- i. Purchasing.
 - i. Summit will coordinate and monitors purchase or lease of furniture, computers, software, equipment, and other properties by the Academy necessary for the operation of the Academy; and
 - ii. Summit will provide access to the Academy to obtain centralized purchasing discounts where applicable and available.
- j. Additional Administrative Services. Summit will engage any other services reasonably necessary or expedient for the effective administration of the Academy as agreed to in writing from time to time by Summit and the Board. The Administrative Services will be provided in accordance with the Educational Program, the Act, and the Charter. The administrative services addressed in the Paragraph will include, but not be limited to, the Board meeting notices, creation of Board packets, drafting and posting of Board meeting minutes, and Open Meetings Act obligations of Summit stated in Article I, Paragraph 2.

- k. Modification of Services. Subject to this Agreement, the Charter, the Act, and other applicable laws and regulations, Summit may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Summit supplies the Board with written notice of such modifications.
- 3.3 Place of Performance; Provision of Offices. The Academy Board is responsible for the acquisition by purchase or lease any Facilities that comply with all the requirements of the Charter and will provide Summit with necessary and reasonable office space at the Facilities to perform all services described in this Agreement. Summit will provide management services at the Facilities. Summit may provide other services elsewhere, unless prohibited by the Charter and applicable laws. Summit will have offices in the Facilities free of rent or utilities with unencumbered access.
- 3.4 Authority. By this Agreement, the Board provides Summit all authority and power necessary and proper for Summit to undertake its responsibilities, duties, and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated under the provisions of the Act, any other applicable laws and regulations, or the Charter, provided further that no provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body, permit public decisions to be made other than in compliance with the Open Meetings Act or interfere with the Board's obligations to exercise its statutory, contractual and fiduciary responsibilities in governing the operation of its Academies.

ARTICLE IV FINANCIAL ARRANGEMENTS

- 4.1 Revenues. Except as hereinafter provided, all monies received by the Academy Board shall be deposited within three (3) business days with a financial institution acceptable to the Board. Only Academy Board members shall be named signatories on the account, or other individuals as designed by the Board pursuant to a Board Resolution as required by Article VIII, Section 3 of the Board's Bylaws. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by on or behalf of the Academy including, but not limited to;
- a. State School Aid Funds.
 - b. Special Education funding provided by Federal or State Governments to the Academy.
 - c. Gifted and Talented funding provided by Federal and State Governments that is directly allocable to gifted and talented students in the Academy.
 - d. At-Risk funding provided by Federal and State Governments to the Academy that is directly allocable to at-risk students in the Academy.
 - e. Funding provided by Federal and State Governments to the Academy that is directly allocable to students in the Academy with limited English proficiency.
 - f. Federal and State grant sources, including Title 1, which is directly allocable to the Academy.
 - g. Grants and donations received by the Academy (except to the extent Summit is not required or involved in soliciting, administering, or managing such grants and/or donations).
 - h. Fees charged to students for extra services as and to the extent permitted by law.

(All of the above are hereinafter collectively referred to as the “Revenues”).

The Revenues shall be expended by Summit in accordance with approved Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

4.2 Management Fee. In consideration for the services provided by Summit hereunder, and more specifically as enumerated in Article III, the Board agrees to pay Summit a fee for each Academic Year in an amount equal to Twelve Percent (12%) of the total Revenues received by the Academy (hereinafter referred to as the “Management Fee”). For purposes of calculating the Management Fee, Revenues shall be defined as stated in Article 4.1 above. Within five (5) business days of the receipt of a State School Aid payment, the Academy shall remit to Summit 12% of all Revenues received by the Academy since the remittance of the previous month’s Management Fee. Any amounts outstanding at the end of the Fiscal Year will be reflected on the financial statements of the Academy. Total Revenues will be verified with the annual financial audit to reconcile all fees.

4.3 Other Revenue Sources.

- a. The Academy and Summit may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and the Academy’s Charter, in the name of either Summit or the Academy; provided, however, that any solicitation of such grants by Summit in the name of the Academy or which identifies the Academy shall be subject to the prior approval of the Board.
- b. All funds received by Summit for the benefit of the Academy from such other revenue sources and programs pursuant to this Section 4.3 shall be deemed the Academy funds with the exception of a mutually agreed upon, but not less than 5% administration fee. Summit is not entitled to an administration fee if the Academy solicits grants or donations independently of Summit, as provided for in Paragraph 4.3(a).
- c. Nothing in this Section 4.3 will be construed to prohibit Summit from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for its such purposes.

4.4 Annual Audit. The Academy Board shall select, retain and pay for an annual audit in accordance with the Academy’s authorizing documents and the School Aid Act.

4.5 Legal Counsel. The Academy Board shall select, retain and pay for legal counsel and obtain legal services and consultation as necessary. The Academy’s legal counsel shall assist in assuring that the operations of the Academy are compliant with all applicable laws and regulations.

**ARTICLE V
SUPPLEMENTAL PROGRAMS**

5.1 Supplemental Programs. In addition to the Educational Services and Administrative Services provided by Summit to the Academy, Summit may, subject to Board approval (which approval shall not be unreasonably withheld), provide additional services, including, but not limited to, prekindergarten, summer Academy, academic camps, before and after Academy programs, and vocational training to students and

non-students of the Academy (the “Supplemental Programs”), provided that nothing herein shall require Summit to provide any such Supplemental Program. Summit may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Summit will be responsible for the full cost of providing such Supplemental Programs. The Board will permit Summit to operate such Supplemental Programs without charge to Summit.

ARTICLE VI TERMINATION OF AGREEMENT

1. Termination.

- a. By the Academy. The Academy may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that Summit fails to remedy a material breach of this Agreement within 60 days after written notice from the Board. A material breach by Summit includes, but is not limited to: (i) a material failure to account for its expenditures of the Academy funds or for other expenses incurred by the Academy at Summit’s direction, (ii) Summit’s failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of or conflict with the Charter, this Agreement, the Act, and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Charter such that the Charter will be terminated or revoked, (iv) any act or omission that causes the Academy to materially breach the Charter or any of the Academy’s other material contractual obligations in any way, or (v) filing of bankruptcy by Summit. Termination by The Academy will not relieve the Academy of any obligations for payments outstanding to Summit as of the date of the termination.
- b. By Summit. Summit may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Board fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after written notice from Summit. A material breach includes, but is not limited to (i) the Academy’s failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) adoption by the Academy of an Educational Program in substantial variance from the Curriculum or the material recommendations of Summit, or (iii) an act or omission that causes Summit to be unable to perform its material obligations under this Agreement. Termination by Summit will not relieve the Academy of any obligations for payments outstanding to Summit as of the date of termination or liability for financial damages suffered by Summit as a consequence of the Academy’s breach (or of Summit’s termination as a result thereof) of this Agreement.
- c. Termination of the Charter. This Agreement will terminate upon the Academy’s ceasing to be a party to a valid and binding charter. If the Charter is suspended, revoked or terminated, or a new charter contract is not issued by the Authorizing Body after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Charter is suspended, revoked, terminated or expires without further action by the parties provided, however, that this Agreement will continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if the Board has entered into a subsequent charter. Termination pursuant to this paragraph will not relieve the Academy of any obligations for payments outstanding to the Summit as of the date of termination, including management fees associated with revenues received by the Academy after the termination or expiration of the charter.

ARTICLE VII INTELLECTUAL PROPERTY; PROPRIETARY INFORMATION AND OWNERSHIP

7.1 Intellectual Property and ownership. The parties hereby agree that for the duration of this Agreement, each party is permitted to use the other's intellectual property, but each shall maintain ownership of its own intellectual property.

- a. Curriculum or other educational materials created by Summit by using the Academy's funds pursuant to this Agreement will be the property of the Academy.
- b. The Academy acknowledges that Summit may create materials, programs, and methods and has a proprietary interest in the training materials, policies, processes, programs, and methodologies developed by Summit (collectively, "Summit Proprietary Information") and that the above Summit Proprietary Information is core to Summit's business, and as such, is of significant value. Summit owns and shall own all existing and hereafter created, copyrights, trademarks, and patents, and other intellectual property rights with respect to all training materials, policies, process, programs, and methodologies that are developed by Summit, its employees, agents or subcontractors. Summit shall have the sole and exclusive right to license any of its Proprietary Information to third parties. The Academy shall take all measures reasonably necessary to protect Summit Proprietary Information from being disclosed to or used by any third party without Summit's prior written approval, which may be withheld in its sole and absolute discretion. Nothing contained herein shall be construed in a manner that would cause the Academy to act or fail to act in a manner that would cause the Academy to be in violation of any State open records law.
- c. Subsequent to the termination of this Agreement, the Academy may continue to make use of Summit Proprietary Information developed or put in place at the Academy during the term of this Agreement, without any payment or penalty, but shall continue to be subject to the above requirements regarding non-disclosure, provided this Agreement is not terminated prior to its natural expiration, including all renewal terms.

ARTICLE VIII INDEMNIFICATION

1. Indemnification of Summit. To the extent permitted by law, the Academy will indemnify, defend and save and hold Summit and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits, or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement and any misrepresentations or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy will reimburse Summit for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Section 8.1 may be met by the purchase of insurance pursuant to ARTICLE IX below.
2. Indemnification of the Academy. Summit will indemnify, defend and save and hold the Academy and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by Summit with any agreements, covenants, warranties, or undertakings of Summit contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of Summit contained in or made pursuant to this Agreement. In addition, Summit will reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Section 8.2 may be met by the purchase of insurance pursuant to ARTICLE IX below.

ARTICLE IX INSURANCE

1. Insurance Coverage. The Academy will maintain Directors and Officers general liability insurance, umbrella insurance coverage and such other insurance in the amounts required by the Charter. Such policies shall name the Summit and its affiliates, and the Authorizing Body and their respective directors, officers, employees, subcontractors, and agents as additional insured under such policies. The Academy will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.
2. Summit Coverage. Summit will separately maintain general liability insurance and umbrella insurance coverage. Summit will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. Summit will maintain such policies of insurance substantially similar to those required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and that in the event the Authorizing Body or M.U.S.I.C. requests any change in coverage by Summit, Summit agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. Summit's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.
3. Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE IX and with the Charter. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE X DISPUTE RESOLUTION

1. Dispute Resolution Procedure. The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. Any and all other disputes which cannot be resolved informally shall be settled by final and binding arbitration in accordance with the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise expressly provided herein or agreed to in writing by the parties, or to the extent inconsistent with the requirements of Michigan law. The Charter Schools Office shall be notified in writing of a final decision and, upon the Charter Schools Offices' request, the cause opinion (written explanation) shall be made available. If parties are unable to do so, any such controversy, disagreement or claim will be submitted, for final resolution to a court of competent jurisdiction in Kalamazoo County in the State of Michigan. Pending the resolution of the dispute, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The court will make its decision in accordance with the laws of the State of Michigan and the United States.

ARTICLE XI CONTRACT PROVISIONS REQUIRED BY THE CHARTER OR THE AUTHORIZER

1. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University ("GVSU") Board of Trustees, and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless GVSU Board of Trustees, GVSU and its members, officers, employees, agents, or representatives from all claims,

demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of GVSU, which arise out of or are in any manner connected with GVSU Board's approval of the Academy's charter application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public Academy, or which are incurred as a result of the reliance by GVSU and its Board of Trustees members, officers, employees, agents, or representatives upon information supplied by the Academy or the Educational Management Organization, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by GVSU Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

2. Revocation or Termination of Contract. If the Academy's Charter Contract issued by the Grand Valley State University Board of Regents is revoked, terminated, or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated, or expires without further action of the parties.
3. Compliance with Academy's Contract. Summit agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Charter issued by the GVSU. The provisions of the Charter shall supersede any competing or conflicting provisions contained in this Agreement.
4. Material Breach. Any action or inaction by Summit that is not cured within 60 days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended, or which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by Grand Valley State University is a material breach.
5. Compliance with Section 503c. On an annual basis, Summit agrees to provide the Board with the same information that an Academy district is required to disclose under section 18(2) of the State Academy Aid Act of 1979, MCL 388.1618, for the most recent Academy fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.
6. Amendment Caused by Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State Academy Reform/Redesign Office under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.4 of the Charter, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Summit shall have no recourse against the Academy or the Authorizing Body for implementing such site closure or reconstitution.
7. Compliance with Section 11.23 of Contract Terms and Conditions. Summit shall make information concerning the operation and management of the Academy, including without

limitation the information described in Schedule 6 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.

8. Personally Identifiable Information. Except as permitted under the Code, Summit shall not sell or otherwise provide to a for-profit business entity a personally identifiable information that is part of an Academy student's education records. If Summit receives information that is part of an Academy student's education records, Summit shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code.
9. Purchases by Summit. If Summit shall purchase equipment, materials, a supplier on behalf or as an Agent of the Academy, such equipment, materials, and supplies will remain the property of the Academy. Summit will comply with Section 1274 of the Code as if it were the Academy when making such purchases from a third-party supplier. If Summit procures equipment, materials, and supplier at the request of or on behalf of the Academy, Summit shall not include any added fees or charges to the cost of the equipment, materials, and supplies purchased from third parties.
10. Payment of Fees or Expenses. The Academy Board may either pay or reimburse Summit for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to Summit for the fees or expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification. No corporate costs of the Summit shall be charged to, or reimbursed by, the Academy.
11. Depositing Funds. The parties acknowledge it is the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s), or another agent of the Board as properly designated pursuant to Article VIII, Section of the Board's Bylaws. Interest income earned on Academy accounts shall accrue to the Academy.
12. Rights to Curriculum. The Academy shall own all proprietary rights to any curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by Summit at the direction of the Board and paid for with Academy funds dedicated for the specific purpose of developing such curriculum or materials.
13. FERPA Compliance. The Academy designates the employees of Summit as agents of the Academy having a legitimate educational interest such that they are entitled to access of educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Protection Act ("FERPA").
14. Marketing Costs. Any marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy and shall not include any costs for the marketing and development of Summit.
15. Governmental Immunity. Any provision of this Agreement which can be construed to restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity shall be considered void and unenforceable.

16. Other Prohibited Restrictions. Any provision of this Agreement which could be interpreted to: a) interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy; b) prohibit the Academy Board from acting as an independent, self-governing public body; or c) allow or require public decisions to be made other than in compliance with the Open Meetings Act, shall be considered void and unenforceable.
17. Access to Academy Records. The financial, educational and student records pertaining to the Academy are Academy property, and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities except as permitted under the Contract and Applicable Law.
18. Access to Summit Records. All finance and other records of Summit related to the Academy will be made available to the Academy, the Academy's independent auditor and to the Charter School's Office upon request. Summit is not permitted to select and retain an independent auditor for the Academy.
19. Assignment of Agreement. This Agreement shall not be assigned without the express written consent of the non-assigning party, and without prior notification to the Charter School's Office.
20. Monthly Status Meetings. Summit agrees to participate in monthly meetings with representatives from the Academy Board and the Authorizer at such times and places as are mutually agreed upon to evaluate the provision of the Academy's educational program by Summit.
21. Curriculum Selection. The Academy Board, at the recommendation of the Summit, shall select a curriculum which can be personalized and/or customized by the Academy's educational staff to better meet the needs of its students.
22. Mentoring Services. Summit acknowledges that the provision of student mentoring services are a unique and valuable component of the Academy's educational program and Summit agrees to satisfy the requirement to provide such services.
23. Mid-Year Termination. Termination of this Agreement mid-year may cause a breach of the Contract. The Academy Board and Summit shall make all efforts necessary to remedy a breach of this Agreement in-order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and Summit agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. Summit will perform this transition in a similar manner as described under Provision 11.24 based upon completion of the then-current school period.
24. Termination of the Agreement. Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination, or non-renewal, Summit shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting, and all other associated reporting within required timelines established by the appropriate local, state, or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit, and tax obligations related to services provided by the Summit to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition

to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment, and real estate. This includes any keys, log-in information, and passwords related to any Academy asset.

ARTICLE XII MISCELLANEOUS

1. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Summit.
2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, or other acts beyond its reasonable control.
3. Governing Law. The laws of the State of Michigan will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the parties arising out of or relating to this Agreement.
4. Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.
6. Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mails, postage prepaid, return receipt requested, or (ii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day). The addresses of the parties are:

To:
ACADEMY
Attn:
Ph.: _____
email:


To:
Summit Management Consulting, LLC
Attn: Travis Gostinger, CEO
Ph.: (810) 841-0681
email: travis@fromthesummit.com

7. Assignment. This Agreement will not be assigned by Summit without the prior consent in writing of the Academy (which consent will not be unreasonably withheld) or by the Academy without the prior consent in writing of Summit (which consent will not be unreasonably withheld). It is anticipated that Summit may utilize subcontracts to provide some of the services it is required to provide to the Academy. Summit shall not subcontract the management program without the prior approval of the Board.

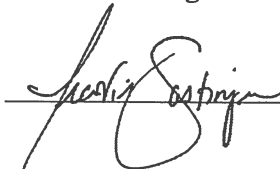
8. Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by both the President or other authorized officer of the Academy and an authorized officer of Summit. Any amendment to this Agreement shall be presented to the Authorizing Body and shall not be effective unless it has been approved by the Authorizing Body or has been reviewed and not disapproved as provided for in the Act.
9. Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
10. Severability. The invalidity of any of the covenants, phrases, or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by Summit are found to be overbroad or an invalid delegation of authority by the Academy, such Services will be construed to be limited to the extent necessary to make the Services valid and binding.
11. Successors and Assigns. Except as limited by Section 11.07 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
12. No Third-Party Rights. This Agreement is made for the sole benefit of the Academy and Summit. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.
13. Survival of Termination. All representations, warranties, and indemnities made in this Agreement will survive termination of this Agreement.
14. Confidentiality. The parties shall treat the terms of this Agreement confidentially and shall not disclose the terms hereof to any third party other than as required by federal and State law or by the Chartering Authority.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN.

OAKLAND ACADEMY


 By: C. Devin Simpson
 Its: Board President
 Date: June 14, 2023

Summit Management Consulting, LLC


 By: Travis Gostinger
 Its: CEO
 Date: June 9, 2023

