

SERVICE AGREEMENT

This Agreement is made this 22nd day of July 2014, by and between CMA Consulting Group (AKA: CHARTER MANAGEMENT ALTERNATIVES, LLC.), (hereinafter referred to as "Service Provider") having its principal place of business at 8915 N. Brookshire Dr., Saginaw, Michigan 48609 and Richfield Public School Academy, a Michigan Charter Public School Academy (hereinafter referred to as "Academy") having its principal place of business at 3807 N. Center Rd, Flint, Michigan 48506.

WHEREAS, Service Provider specializes in providing school financial services to charter schools to strengthen their capacity to implement sound business practices and meet all the rules governing financial reporting for Public School Academy's in the State of Michigan.

WHEREAS, Academy is organized for the purposes of operating as a public school academy in the State of Michigan, pursuant to a contract issued by the Saginaw Valley State University Board of Trustees, (the "Charter") pursuant to Part 6A of Revised School Code ("Code") and

WHEREAS, Academy desires to engage Service Provider to provide School Financial Support Services and Service Provider desires to accept such engagement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. ENGAGEMENT. Academy hereby engages Service provider starting September 1, 2014 to provide financial reporting services to meet the financial reporting needs of the Academy to meet their Charter Contract responsibilities to the Authorizer and for the State of Michigan.
2. SCOPE OF SERVICES. Service Provider will provide Financial Reporting Services by preparing and submitting periodic financial reports for the Academy based on information provided to the Service Provider by the Academy pursuant to the engagement which shall include the following specific services:

SEE ATTACHED APPENDIX A

Service Provider shall provide the Academy, during the term of this engagement, the Support Services set forth in Appendix A using its best efforts to achieve the desired results.

3. SERVICE FEE. Academy agrees to pay Service Provider a fee of One Hundred twenty five Dollars (\$125.00) per hour beginning September 1, 2014, for the Support Services to be performed hereunder. Payment to be made based on a monthly invoice submitted by the Service Provider for the hours required to meet the specific services by the 10th of the month, plus

mileage expenses, and paid by the Academy by the 20th of the month submitted.

4. TERM. This is a twelve (12) month contract beginning September 1, 2014 and ending August 31, 2015. Notwithstanding the foregoing, the term of this Agreement may be extended by mutual agreement of the parties in writing.

5. RELATIONSHIP OF PARTIES. Nothing herein shall be construed to create a partnership or joint venture relationship between the parties hereto. Service Provider shall have no authority to transact business, enter into agreements, or otherwise make commitments on behalf of Academy. Service Provider shall at all times be and remain an independent contractor and not an employee or agent of Academy. The parties agree that Service Provider shall retain sole and absolute discretion and judgment in the manner and means of carrying out the performance of the Support Services. Service Provider will assume all rights, obligations and liabilities applicable to it, including the payment of income and employment taxes, insurance, and expenses.

6. OTHER SCHOOLS. The parties acknowledge that this arrangement is not exclusive and that Service Provider shall have the right to render similar Support Services to other persons or entities including other public or private schools and institutions.

7. INDEMNIFICATION. Each party hereto agrees to indemnify and hold harmless the other party and its officers, directors, employees, agents and representatives, from and against any and all liabilities, costs, causes of action, damages and expenses (including reasonable attorney's fees and cost of litigation) which the other party may incur and arise out of the negligent and/or intentional acts or omissions of the other or its directors, officers, employees, agents, and representatives.

The Academy agrees that they shall hold harmless, indemnify and defend the Service Provider from and for any service performed by the Service Provider based upon or in reliance upon any base information given by the Academy to the Service Provider. Base information being defined as that information generated by or given to the Service Provider by the Academy or the Academy's accounting service which is used or relied upon by the Service Provider in the fulfillment of its duties under the Scope of Services paragraph of this agreement.

8. TREATMENT OF CONFIDENTIAL INFORMATION. Service Provider agrees to treat information of Academy and its operations in confidence and agrees to limit use of such confidential information for the sole purpose of performing its obligations under this Agreement. Service Provider shall have the right to communicate information to its officers, employees, attorneys and other representatives to the extent necessary to perform its obligations under this Agreement; provided, however, that Service Provider shall ensure that all such recipients are bound to the same restrictions in favor of Academy as that of Service Provider.

9. NOTICES. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, to the last known address of the intended recipient or to such other address as may be specified in writing by the parties.
10. WAIVER. The waiver by any party of any breach or breaches of any Provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
11. AMENDMENT. This Agreement shall not be amended, altered, or terminated except by a writing executed by each party.
12. GOVERNING LAW. This agreement shall be governed in all respects by the laws of the State of Michigan.
13. HEADINGS. The paragraph headings used in this Agreement are included solely for convenience.
14. SEVERABILITY. All sections and subsections of this Agreement shall be deemed severable, and in the event any section or subsection shall be rendered null and void by a Court of competent jurisdiction or shall be found to be unenforceable precisely as to its terms, then the Court may enforce such section or subsection to the full extent the Court deems appropriate under the law then applying, and the remaining section and subsection shall not be affected but shall continue in full force and effect.
15. BINDING EFFECT. This Agreement, inclusive of its terms and provisions, shall be binding on and inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties.
16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all prior understandings and agreements, written or oral.

IN WITNESS WHEREOF, the undersigned have executed this agreement by their duly authorized representatives effective the date first written above.

**CHARTER MANAGEMENT
ALTERNATIVES, LLC**

By: *Richard C. Powell*
Its: Authorized Representative

**RICHFIELD PUBLIC SCHOOL
ACADEMY**

By: *M. Medmons*
Its: Board Chairperson and/or Authorized
Representative

APPENDIX A

SCHOOL FINANCIAL SUPPORT SERVICES

The School Financial Support Services to be provided to Richfield Public School Academy, a chartered Michigan Public School Academy, is to include but not limited to the following:

1. Work with Superintendent in developing a budget revision for 2014-15 and submit revised budget document to the board for approval.
2. Develop cost centers for the two buildings and separate the account structure and appropriate the costs to each building.
3. Prepare reports for Federal and State grant funds draw down on a regular basis and submit them to the Superintendent for submission to the State.
4. Assist in the development of the 2015-16 budget and cash flow forecast.
5. Work with the Board and Superintendent in developing a long term budget plan for the Academy.
6. Prepare the Municipal Financial Annual Statement.
7. Prepare Debt Disclosure Statement.
8. Prepare Medicaid Outreach quarterly reports.
9. Prepare Section 31A reports.
10. Prepare final reports for Federal Grants
11. Prepare SE-4096 Special Education report.
12. Prepare Municipal Finance Reports.