

EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement is made and entered into as of the 1st day of July, 2015, by and between **The Romine Group, Inc.**, (hereafter referred to as “TRG”) a Michigan corporation located at 7877 Stead Street, Utica, Michigan and **St. Clair County Intervention Academy** (“Academy”) by and through its Board of Trustees (“Academy Board”) formed under Part 6A of the Revised School Code (the “Code”), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws located in Michigan.

The following is a recital of facts underlying this Agreement:

The Academy is a public school academy, organized under the Revised School Code (the “Code”). The Academy has been issued a contract (the “Contract”) from the Port Huron Area School District Board of Trustees (“PHASD Board”) to organize and operate a public school academy, with the PHASD Board as the as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

TRG specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. TRG’s products and services are designed to serve the needs of a diverse student population.

In order to implement an innovative educational program at the school, the parties, desire to establish this arrangement for the management and operation of certain of the Academy’s educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

ARTICLE I

TERM

This Agreement shall become effective upon execution and shall run conterminous with the Contract between the Academy and the PHASD Board.

ARTICLE II

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy further represents that it has been issued a Contract by the PHASD Board to organize and operate a public school academy situated in Michigan. The Academy is therefore authorized by the PHASD Board to supervise and control such academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

B. Contract. Acting under and in the exercise of such authority, the Academy hereby contracts with TRG to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Academy's authorizing documents. TRG shall comply with all terms and conditions of the Contract to the extent TRG is performing services on behalf of the Academy.

C. Status of the Parties. TRG is a for-profit corporation, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of TRG. The relationship between TRG and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with

the Academy's Board under the Contract and the Academy's duties under the Contract shall not be limited or rendered impossible by any action or inaction of TRG.

D. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of TRG shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, TRG and its employees are designated as agents of the Academy for the limited purpose of allowing them access to educational records under the federal Family Educational Rights and Privacy Act. TRG will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall predetermine the Academy Board's course of action in choosing to assert or not assert governmental immunity.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY THE CONTRACTOR

In consideration of the management fee paid by the Academy, TRG shall perform the following:

1. Human resources
 - A. Semi-monthly paychecks
 - B. Garnishments
 - C. W-2's
 - D. MPSEER withholdings, submissions and withdrawals.
 - E. Friend of the court.
 - F. Tax submissions
 - G. COBRA
 - H. Workers compensation claims
 - I. FMLA
 - J. Hire and terminate employees
 - K. Create or modify job descriptions
 - L. Monitor staff evaluations
 - M. Personnel files
2. Benefits:
 - A. Enrollments and terminations.

- B. Disability claims.
- C. Health insurance claim issues.
- 3. Compliance:
 - A. Michigan Dept of Education
 - B. Federal Dept of Education
 - C. Authorizer
 - D. ISD or RESA
 - E. Michigan Dept of Treasury
 - F. Michigan Dept of Labor and Economic Growth
 - G. Michigan Electronic Grant System (MEGS)
 - H. Michigan Electronic Information System (MEIS)
 - I. Center for Educational Performance and Information (CEPI)
 - J. CPR, First aid and Blood borne Pathogen training coordination.
- 4. Finance
 - A. Complete and properly format the annual budget.
 - B. Complete the following on a regular basis:
 - a. Posting transactions to the general ledger
 - b. Process purchase orders
 - c. Recording payables
 - d. Recording receipts
 - e. Pay invoices
 - f. Produce amendments.
 - g. Provide monthly financial reports to the board
 - h. Provide details for year end Title, 31A and IDEA reports
- 5. IT oversight
 - A. Website development
 - B. Technology infrastructure development
 - C. Erate assistance
 - D. Oversight of tech maintenance contract
 - E. Powerschool training and support
- 6. Restricted Grants:
 - A. Assist with planning and writing grants.
 - B. Personal Activity Reports (PAR's)
 - C. Requesting of funds
 - D. Complete related reports

Other:

- a. Assist with reauthorization documents
- b. Annual Organization meeting assistance
- c. Transparency reporting
- d. Business liability insurance package

Assets provided, or caused to be provided, to the Academy by TRG with funds TRG has

received from sources other than the Academy under Article V shall remain the property of TRG or the providing entity unless agreed in writing to the contrary. All acquisitions made by TRG for the Academy with funds TRG has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that TRG purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, TRG shall comply with Section 1274 of the Code as if the Academy were making such purchases directly from a third party. TRG certifies that there shall be no markup of costs for supplies, materials, or equipment procured by TRG on the Academy's behalf and that said supplies, materials and/or equipment shall be inventoried in such a way that it can be clearly established which property belongs to the Academy.

- A. **Subcontracts.** TRG reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior approval of the Academy Board. TRG shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board.
- B. **Place of Performance.** TRG reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off site, unless prohibited by state or local law.
- C. **Legal Requirements.** TRG shall assist in providing educational programs that meet

federal, state, and local laws and regulations, and the requirements imposed under the Code and the Academy's Contract, unless such requirements are, or have been waived.

- D. **Rules and Procedures.** TRG shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy Board.
- E. **School Years and School Day.** The school year and the school day shall be scheduled as required by law and the Academy's Contract.

ARTICLE IV

OBLIGATIONS OF THE BOARD

The Academy shall exercise good faith in considering the recommendations of TRG and the Academy Administrator including, but not limited to their recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations and school entrepreneurial affairs. TRG does understand all of these decisions remain the responsibility of the Academy Board and may not be delegated directly to TRG.

ARTICLE V

FINANCIAL ARRANGEMENTS

- A. **Compensation for Services.** During the term specified in Article I, the Academy shall pay TRG a capitation fee of ninety thousand dollars (\$90,000) per year.
- B. **No Related Parties or Common Control.** TRG will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and TRG

that none of the voting power of the governing body of the Academy will be vested in TRG or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of TRG will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and TRG will not employ the same individuals. Further, the Academy and TRG will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. No TRG employee shall be designated as the Chief Administrative Officer of the Academy, although such employee may be a designee of the Chief Administrative Officer for certain purposes enumerated by Board action.

- C. **Payment of Costs.** In addition to the fee described in this Section, the Academy shall reimburse TRG for all costs incurred and paid by TRG in providing the Educational Program and other goods and services, pursuant to Articles III, V, VI, and XI of this Agreement, at the Academy provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of TRG employees assigned to the Academy to provide goods and services to the Academy, building payments, maintenance, capital improvements and subcontractor fees. In paying costs on behalf of the Academy, TRG shall not charge an added fee. The Academy shall not reimburse TRG for any costs incurred or paid by TRG as a result of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as

otherwise specifically indicated), IX, X, XII, XIII, and XIV of this Agreement. The Academy Board may pay or reimburse TRG for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to TRG 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.

D. Time and Priority of Payments. TRG shall receive its fee in twelve (12) installments beginning in July of each school year and ending in June of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Payments due and owing to TRG shall be made by the Academy to TRG on or before the last day of each month.

E. Other Institutions. The Academy acknowledges that TRG may enter into similar management agreements with other public or private educational schools or institutions ("Institutions"). TRG shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If TRG incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then TRG, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy or by TRG for the specific benefit of the Academy, shall be used solely for the Academy. Marketing and

development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of TRG.

F. Reporting. TRG shall provide the Academy with:

- (1) All information the Academy's auditors reasonably request.
- (2) Reports on Academy operations, finances, and student performance, upon request of the Academy, the University Board or the State of Michigan.
- (3) Level of compensation and fringe benefits of employees assigned to the Academy.
- (4) Other information on a periodic basis to enable the Academy to monitor TRG's educational performance and the efficiency of its operations of the Academy.

G. Access to Records. TRG shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of TRG, and, unless required by law to be retained for a longer period, retain all of said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act and shall be physically stored at the Academy's physical facilities or directly accessible at the Academy facility and shall be maintained in accordance with the policies of the Michigan Department of Education. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly assessable at the Academy facility. TRG and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. TRG shall make all information available to the Academy as

deemed necessary by the Academy Board to fully satisfy its obligation under the Contract and at least the information that a school district is required to disclose under MCLA 388.1618 for the most recent fiscal year for which information is available.

- H. **Review of Budget.** The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy.
- I. **Annual Audit.** The Academy Board shall select, retain, and pay for an annual financial audit in accordance with the Contract and applicable state law. TRG shall cooperate with said auditor and will make sure that all Academy's financial records and TRG records related to the Academy will be made available to the independent auditor.

ARTICLE VI

PERSONNEL & TRAINING

- A. **Personnel Responsibility.** Subject to the Contract, and Academy Board policies, TRG shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and TRG agree that TRG has all the rights, discretion and authority required by law to constitute an "employer" as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board reserves the right to have TRG personnel placed elsewhere by TRG if the Academy is dissatisfied with their performance. TRG shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-compete

agreements of any nature.

- B. **Principal.** Because the accountability of TRG to the Academy is an essential foundation of this partnership, and because the responsibility of a principal (“Principal”) is critical to its success, the Principal will be an employee of TRG and TRG will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract with the Principal, and the duties and compensation of the Principal shall be determined by TRG with the consent of the Academy Board. The Principal and TRG, in turn, will have similar authority to select and hold accountable the teachers in the Academy.
- C. **Teachers.** Subject to the Contract and Academy Board policies, and from time to time thereafter, TRG shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. TRG shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy Board and the Contract. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth by the Contract. Such teachers may, in the discretion of TRG, work at the Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers’ salaries and benefits shall be pro-rated in the Academy’s budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by TRG. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code and shall have undergone a criminal

background and record check and unprofessional conduct check, as required under the Code for teachers who are employees of the Academy.

D. **Support Staff.** TRG shall recommend, and the Academy Board shall determine, the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like.

E. **Employer of Personnel.** Except as specified in this Agreement, all teaching and instructional personnel performing functions on behalf of the Academy shall be employees of TRG. Compensation of all employees of TRG shall be paid by TRG. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. TRG shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, TRG shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. TRG shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public school academy under the Code and evidence of the same shall be stored, in physical form, at the Academy or directly accessible at the Academy facility. Teachers employed by TRG shall not be considered teachers for purposes of continuing tenure under MCLA § 38.71 *et seq.*

ARTICLE VII

TERMINATION OF AGREEMENT

- A. **Termination By TRG.** TRG may terminate the Agreement with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach with sixty (60) days after notice from TRG. A material breach may include, but is not limited to, failure to make payments to TRG as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of TRG.
- B. **Termination by the Academy.** The Academy may terminate this Agreement with cause prior to the end of the term in the event that TRG should fail to remedy a material breach within sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, violation of this Agreement, violation of Academy's Contract with the PHASD Board, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), or unreasonable failure to meet performance standards.
- C. **Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) days further written notice.
- D. **Effective Date of Termination.** In the event that this Agreement is terminated by either party prior to the end of the term specified in Article I, absent unusual and compelling circumstances, the termination will become effective at the end of the current fiscal year following the notice of termination.

- E. **Expiration.** Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this agreement, whether with or without cause, TRG shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at TRG's expense and not paid for by the Academy, or (b) to make payment for any such property, at the sole option of the Academy. If the Academy chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the building owner.
- F. **Transition and Termination.** Upon termination, TRG shall work for a period up to ninety (90) days if deemed necessary by the Academy to transition to a new Educational Service Provider. The fee shall be in accordance with the compensation stated herein. However, upon termination, TRG shall, without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new ESP; (iii) organize and prepare student records for transition to the new ESP; and (iv) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing.
- G. **No Penalty Early Termination.** If the PHASD determines to exercise its prerogative under MCLA 380.507(7) and or the Contract to reconstitute the Academy by requiring the termination or amendment to the Agreement there shall be no cost or penalty to the Academy.

ARTICLE VIII

PROPRIETARY INFORMATION

- A. **Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by TRG at the direction of the Academy Board with Academy funds dedicated to the purpose of developing such curriculum or materials. TRG owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by TRG, curriculum and educational materials developed by TRG not using funds from the Academy, and curriculum and educational materials not dedicated to the specific purpose of developing Academy curriculum or educational materials. TRG and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and TRG each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. TRG's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.
- B. **Required Disclosure.** The Academy Administrator shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

ARTICLE IX

INDEMNIFICATION

A. **Indemnification.** To the extent permitted by law, the Academy shall indemnify and save and hold TRG and all if its employees, officers, directors, subcontractors, and agents (collectively “TRG Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by TRG or any of its TRG employees in the event of any claim that this Agreement or any part thereof is in violation of law; 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 misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse TRG for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

TRG shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively “Academy Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Academy or any of its Academy Employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by TRG with any agreements, covenants, warranties, or undertakings of TRG contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, TRG shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

B. Indemnification of PHASD. The parties acknowledge and agree that the PHASD 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 the extent permitted by law to indemnify and hold harmless PHASD Board of Trustees, PHASD 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 PHASD, which arise out of or are in any manner connected with PHASD Board's approval of the School of Excellence application, the PHASD Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by phasd 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 PHASD Board of Trustees Control. The parties expressly acknowledge and agree that PHASD 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.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

The Academy and TRG each represent that it has the authority under law to execute,

deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and TRG mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse affect on its ability to perform its obligations under this Agreement.

ARTICLE XI

MISCELLANEOUS

- A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and TRG.
- B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. **Notices.** All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a part to the other party:

With a copy to:

St. Clair County Intervention Academy
1170 Michigan Road
Port Huron, MI 48060
Attn. President, Board of Directors

The Romine Group, Inc.
Corporate Headquarters
7877 Stead Street
Utica, Michigan 48317
Attention: William Kneer

Davis Burket Savage Listman Brennan
10 N. Main Street
Suite 401
Mt. Clemens, MI 48043
Attention: John L. Burket

- D. **Severability.** The invalidity of any of the covenants, phases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phase, or clause had not been contained in this Agreement.
- E. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. The Academy Board and TRG may not substantially amend this Agreement without notification to the PHASD Superintendent. Said amendment shall not be contrary to this Section and it must be accompanied by a Legal Opinion. The Academy is responsible for submitting any and all amendments to the PHASD within ten (10) days after such amendment.
- G. **Non-Waiver.** No failure of either party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. **Assignment.** This Agreement shall not be assigned by either party without the prior

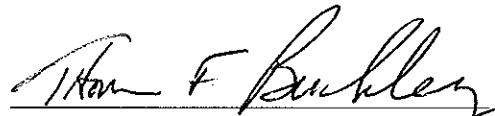
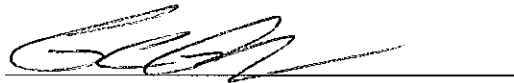
written consent of the other party.

- I. **Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- J. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan.

The parties have executed this Agreement as of the day and year first above written.

THE ROMINE GROUP, INC.

SCC INTERVENTION ACADEMY



BY: PAUL ROMINE

BY: THOMAS F. Buckley

ITS: PRESIDENT

ITS: President

DATE: 10/21/15

DATE: 10/21/15