

EDUCATIONAL SERVICES PROVIDER AGREEMENT
DUE DILIGENCE CHECKLIST

Dear School Representative,

The following questions are provided to assist you in complying with the policies of the Bay Mills Charter Schools Office (BMCSO) when entering into a contract between your school and an educational services provider (ESP) (the Agreement). Though these questions are intended to facilitate your compliance with this policy, answers to these questions are not intended nor will they be considered to be a substitute for full disclosure regarding the subject matters addressed by the policy itself. Where appropriate, please do not hesitate to include additional information such that your responses form a comprehensive disclosure. Please provide these responses and any accompanying information at least thirty days prior to the proposed execution date of the Agreement.

Academy:

Educational Services Provider:

A. Academy Board Due Diligence

1. Has the Academy provided due diligence materials to BMCC CSO?

2. Has the Academy disclosed potential conflicts between Academy Board members and the potential ESP?

3. Has the Academy retained independent counsel to review and assist the school in negotiating the Agreement?

4. Has the Academy provided a period to allow for public comment related to the proposed Agreement prior to approval?

B. Administrative and Fiduciary Responsibilities

1. Has the Academy Board adequately budgeted for the following: oversight of ESP, negotiations of Agreement and amendments, payment of staff costs, insurance, annual financial audit, legal counsel, consultants, recording Secretary and other Board operating costs?

2. Is there a budget reserve?

3. Does the Agreement provide for the presentation of a budget and an opportunity for its periodic review against actual revenues and expenditures?

4. Does the Agreement contain the required Contract provisions discussed in Section 11.10 of the Contract relating to:
 - a. the indemnification of BMCC;

 - b.the coterminous nature of the Agreement with the Academy's Contract;

 - c.the necessity of the Agreement to be in compliance with all provisions of the Contract;

 - d.the requirement that the Agreement provide for disclosures to the school by the ESP to allow it to remain in compliance with Section 503c; and

e. the affirmation by ESP of the disclosure of information to the school to allow it to remain in compliance with Section 12.17 of the Contract?

C. Lease, Loan, and Other Provisions

1. Have all, if any, separately documented leases, promissory notes, or other negotiated agreements with ESP been provided for BMCSO review along with the Agreement?