#### **First Amendment to Contract**

This Amendment is made this  $\underline{14^{th}}$  day of  $\underline{December}$ , 2001, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### **Background**

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Section 6.15 is added to the Contract and shall read as follows:
  - "Section 6.15. <u>Information to be Provided by Management Company</u>. If the Academy enters into or renews an agreement with an educational service provider for the operation or management of the Academy, such agreement or renewal agreement shall contain a provision requiring the educational service provider to make information available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 7.4 of this Contract."
- 2. Section 11.5 of the Contract is amended to also reference Section 1230a of the Code.
- 3. Section 13.1 is amended to delete the specific reference to Dr. Larry Engel.

- 4. Section 13.13 of the Contract is amended to provide that the term of the Contract shall expire on June 30, 2004, with the provision that the Board will consider extending the contract for an additional three years if improvements satisfactory to the Board have been achieved prior to June 30, 2004, unless sooner terminated according to the terms of the Contract.
- 5. In all other respects the Contract remains effective in accordance with its original terms.

**ACADEMY:** 

By:

**UNIVERSITY:** 

Cesar Chavez Academy

Saginaw Valley State University Board of Control

By:

Its: Director

School/University Partnership

Tonald & Chneider

Office

#### Second Amendment to Contract

This Amendment is made this <u>10<sup>th</sup></u> day of <u>May</u> 2002, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### **Background**

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Section 6.1 of the Contract is amended to add an additional physical plant site.
  - "Section 6.11. Address and Description of Proposed Physical Plant. The address of the proposed physical plant(s) for the Academy is 8126 West Vernor Highway, Detroit, MI 48209-1524 (Elementary) and 1548 Porter, Detroit, MI 48216 (Secondary). A description of the proposed physical plant is attached as Schedule 8."
- 2. In all other respects the Contract remains effective in accordance with its original terms.

**ACADEMY:** 

Cesar Chavez Academy

By:

Its: President

UNIVERSITY:

Saginaw Valley State University

Board of Control

3y: 🧳

Its: <u>Director</u>, <u>School</u>/<u>University</u>



### SAGINAW VALLEY STATE UNIVERSITY

#### CESAR CHAVEZ ACADEMY

#### Third Amendment to Contract

This Amendment is made this <u>27<sup>th</sup></u> day of <u>January</u> 2003, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### **Background**

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Section 6.1 of the Contract is amended to add an additional physical plant site.
  - "Section 6.11. Address and Description of Proposed Physical Plant. The address of the proposed physical plant(s) for the Academy is 8126 West Vernor Highway, Detroit, MI 48209-1524 (Elementary), 1548 Porter, Detroit, MI 48216 (Secondary), and 1567 Labrosse, Detroit, MI 48216 (High School). A description of the proposed physical plant is attached as Schedule 8."
- 2. The University acknowledges and accepts that, as provided in Section 6.9 of the Contract, the Academy has determined that the Academy will now offer programs for grades K-12. This amendment to the Contract is expressly acknowledged and accepted by the University.
- 3. In all other respects the Contract remains effective in accordance with its original terms.

ACADEMY:

Cesar Chavez Academy

By:

Its: President

UNIVERSITY:

Saginaw Valley State University

Board of Control

By: Minuld I haved

Its: <u>Director, School/University</u> <u>Partnership Office</u>

#### Fourth Amendment to Contract

This Amendment is made this <u>15<sup>th</sup></u> day of <u>September</u>, 2003, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### **Background**

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Section 6.1 of the Contract is amended to add an additional physical plant site.
  - "Section 6.11. Address and Description of Proposed Physical Plant. The address of the proposed physical plant(s) for the Academy is 8126 West Vernor Highway, Detroit, MI 48209-1524 (K-5), 1548 Porter, Detroit, MI 48216 (6-8), and 1761 Waterman, Detroit, MI 48209 (9-12). A description of the proposed physical plant is attached as Schedule 8."
- 2. In all other respects the Contract remains effective in accordance with its original terms.

ACADEMY:

UNIVERSITY:

Cesar Chavez Academy

Saginaw Valley State University

Board of Control

By:

Its: <u>President</u>

Its: <u>Director</u>, School/University

#### Fifth Amendment to the Contract

This Amendment is made this <u>11<sup>th</sup></u> day of <u>May</u>, 2004, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### **Background**

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **Agreement**

- 1. Section 13.13 of the Contract is amended to provide that the term of the Contract shall expire on June 30, 2006, unless sooner terminated according to the terms of the Contract.
- 2. In all other respects the Contract remains effective in accordance with its original terms.

The undersigned have read, understand and agree to comply with and be bound by the terms and conditions set forth in this Contract.

Cesar Chavez Academy

ACADEMY:

**UNIVERSITY:** 

Saginaw Valley State University

Board of Control

Panald C Calmaida

Its: Director, School/University

#### Sixth Amendment to the Contract

This Amendment is made this <u>19th</u> day of <u>September</u>, 2005, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### **Background**

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### Agreement

- 1. Section 6.1 of the Contract is amended to add an additional physical plant site.
  - "Section 6.11. Address and Description of Proposed Physical Plant. The address of the proposed physical plant(s) for the Academy is 8126 West Vernor Highway, Detroit, MI 48209-1524 (K-5), 6782 Goldsmith, Detroit, MI 48209 (6-8), and 1761 Waterman, Detroit, MI 48209 (9-12). A description of the proposed physical plant is attached as Schedule 8."
- 2. In all other respects the Contract remains effective in accordance with its original terms.

The undersigned have read, understand and agree to comply with and be bound by the terms and conditions set forth in this Contract.

ACADEMY:

Cesar Chavez Academy

UNIVERSITY:

Saginaw Valley State University Board of Control

By:

Its: Director, School/University

#### **Seventh Amendment to Contract**

This Amendment is made this <u>12<sup>th</sup></u> day of <u>June</u>, 2006, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### **Background**

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### Agreement

- 1. Section 13.13 of the Contract is amended to provide that the term of the Contract shall expire on June 30, 2011, unless sooner terminated according to the terms of the Contract
- 2. In all other respects the Contract remains effective in accordance with its original terms.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions set forth in this Contract.

ACADEMY:

By:

Cesar Chavez Academy

Saginaw Valley State University

Board of Control

UNIVERSITY:

Its: Board President

Ronald G. Schneider

Its: Director, School/University

#### Eighth Amendment to Contract

This Amendment is made this <u>23rd</u> day of <u>July</u>, 2009, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### Background

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Section 6.1 of the Contract is amended to add an additional physical plant site.
  - "Section 6.11. Address and Description of Proposed Physical Plant. The address of the proposed physical plant(s) for the Academy is 8126 West Vernor Highway, Detroit, MI 48209 (K-3), 4100 Martin Street, Detroit, MI 48210 (4-5) & 4180 Martin Street (Annex- Gym/Lunch Room), 6782 Goldsmith, Detroit, MI 48209 (6-8), and 1761 Waterman, Detroit, MI 48209 (9-12). A description of the proposed physical plant is attached as Schedule 8."
- 2. In all other respects the Contract remains effective in accordance with its original terms.

ACADEMY:

Cesar Chavez Academy

Bv:

Its: Board President

UNIVERSITY:

- Saginaw Valley State University

Board of Control

By:

Ronald G. Schneider

Its: Director, School/University

#### Ninth Amendment to Contract

This Amendment is made this <u>14th</u> day of <u>June</u> 2011, by and between the Saginaw Valley State University Board of Control ("University") and Cesar Chavez Academy (the "Academy").

#### Background

- A. The parties are party to that certain contract dated <u>July 25, 1996</u>, wherein the University granted the Academy a contract to operate a public school academy (the "Contract").
- B. The parties desire to change some of the terms of the Contract, as provided in Section 8.1 of the Contract.

Now therefore, for consideration of the mutual covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### Agreement

- 1. Section 13.13 of the Contract is amended to provide that the term of the contract shall expire on June 30, 2016, unless sooner terminated according to the terms of the Contract.
- 2. In all other respects the Contract remains effective in accordance with its original terms.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions set forth in this Contract.

ACADEMY:

Cesar Chave Academy

Its: Board President

UNIVERSITY:

Saginaw Valley State University
Board of Conftrol

By:

oseph G. Rousseau

Its: Director, School/University Partnership Office