

DONATION AGREEMENT

This Donation Agreement (“Agreement”) is made as of _____, 202__ (“Effective Date”), by and between Dr. George Poletes, individually, and Lisette Poletes, individually, whose address is in Okemos, Michigan, (collectively the “Donors”) and Okemos Public Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 4406 Okemos Road, Okemos, Michigan 48864 (the “District”) (individually, a “Party” and collectively, the “Parties”).

WHEREAS, the District desires to construct, as part of its 2022 bond construction program, a new baseball and softball field complex that may include some or all of artificial turf, bleachers, a press box, a concession stand, restrooms, scoreboards, dugouts, bullpens, batting cages, a main entrance canopy, expanded parking, fencing, and sidewalk improvements (“Athletic Complex Project”); and

WHEREAS, Donors desire to donate funds to the District to support the Athletic Complex Project and to benefit the District and its students in accordance with the terms and conditions set forth herein; and

WHEREAS, the District is willing to accept the donation from Donors, as permitted by Michigan law and District Board Policy 3303, and to use, budget, and rely upon the donation in support of the Athletic Complex Project.

NOW, THEREFORE, the Parties agree as follows:

1. Donation of Funds. Subject to Paragraph 7, below, the Donors hereby agree to transfer amounts to the District as listed below (collectively the “Donated Funds”) in support of the Athletic Complex Project:

Payment Date	Donation Amount
First Payment – On or before April 2, 2026	\$ 125,000
Second Payment – April 2, 2027	\$ 125,000
Third Payment – April 2, 2028	\$ 125,000
Fourth Payment – April 2, 2029	\$ 125,000
Fifth Payment – April 2, 2030	\$ 125,000
Sixth Payment – April 2, 2031	\$ 125,000
Total	\$ 750,000

The Donated Funds may be transferred by Donors in any format as determined by the Donors. If the Donated Funds are provided in a format that does not comply with MCL 380.1223, the Executive Director of Finance or her designee may take such steps as are necessary to liquidate such Donated Funds in order to ensure compliance therewith. The Donated Funds may be transferred to the District by the Donors, a Donor Advised Fund, trust, or entity, in Donor’s sole discretion.

2. Use of Donated Funds. The Donated Funds are considered a specific intent donation and must be used for financing a portion of the cost to construct the Athletic Complex Project, including, but not limited to expenses related to design, permitting, construction, equipping, and other expenses that the District may incur related to the Athletic Complex Project. The District will honor that specific intent, subject to its legal limitations. Donors acknowledge and agree that the District will be the decision-maker for all decisions related to the Athletic Complex Project, including its design, materials, and construction, and that nothing herein shall create for the Donors the right or ability to approve any particular plans, specifications, schedule, labor, or usage plans related to the Athletic Complex Project.

3. Reliance. The Parties acknowledge that the District will materially rely on full and timely payment of the Donated Funds for completing the Athletic Complex Project and for prioritizing other capital improvement and operational decisions. Without limiting the breadth of the foregoing, the Donors acknowledge that the District would make different capital improvement and operational decisions but for the Donated Funds, and that the failure to timely receive the Donated Funds could result in significant and actionable damage to the District. Provided, however, in no event will Donors, their agents, representatives or heirs be liable for any damages in excess of any unpaid Donated Funds pursuant to the schedule set forth in Paragraph 1 (“Schedule”). Example: If Donors pay \$500,000 pursuant to the Schedule, the maximum amount of damages would be \$250,000 (\$750,000-\$500,000). Additionally, the Donors, their agents, representatives and heirs shall not be liable for any consequential or unforeseeable damages.

4. Commemoration. By April 1, 2027, and conditioned upon Donors making the first payment of \$125,000, the District will install a plaque near the baseball field recognizing the Donors. The Parties will mutually agree on the materials, size, and location of such plaque, but in no event shall the plaque be smaller than 2 feet x 2 feet. The language on the plaque commemorating the Donors and/or the Donors’ family shall be within Donors’ reasonable discretion.

5. Board Ratification. This Agreement is subject to ratification by the District’s Board of Education on or before January 26, 2025.

6. Tax Consequences. The Parties acknowledge that the District is a tax-exempt organization that may receive charitable contributions under Internal Revenue Service Code Section 170(c)(1) and is not a tax-exempt organization under Section 501(c)(3). The District makes no representations as to tax deductions. For information on tax deductions related to the Donated Funds, the Donors are encouraged to consult with a tax professional and/or their legal counsel. The District shall reasonably cooperate, sign and provide the Donors with reasonable and customary tax forms substantiating the Donated Funds.

7. Conditional Donation. The Parties agree that the entire Athletic Complex Project will not be completed by April 1, 2027. However, the District intends to have artificial turf installed on one new baseball field, such that the field is playable by the Okemos High School Varsity baseball team by April 1, 2027 (“Playable Field”). If a Playable Field is not completed by April 1, 2027, it is acknowledged and understood that the total amount of the Donated Funds shall be reduced to \$125,000, and the Parties will be released from any further obligation set forth in this Agreement. If a Playable

Field is completed by April 1, 2027, the Donors will pay the total amount of the Donated Funds as set forth in Paragraph 1, above.

8. Miscellaneous.

8.1 *Voluntariness; Consultation; Waiver.* The Parties, by their signatures, acknowledge that they are of sound mind to execute this Agreement. The Parties further acknowledge that they have entered into this Agreement of their own free will and accord and have had an opportunity to consult with legal counsel of their choice, and that their acceptance of this Agreement has been fairly and knowingly made and is not made as a result of duress, coercion, or mistake. The failure of the District to insist upon strict performance of any covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. No covenant, term or condition of this Agreement shall be deemed to have been waived by the District or Donor, unless such waiver be in writing by the District or Donor.

8.2 *Necessary Documentation.* The Parties agree to execute any and all documents necessary or required to complete the donation, upon the other Party's reasonable request.

8.3 *Governing Law.* This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Michigan.

8.4 *Counterparts; Electronic Transmission.* This Agreement may be executed in counterpart originals, each of which when duly executed and delivered will be deemed an original and all of which when taken together will constitute one instrument. This Agreement may be executed by facsimile or electronic PDF signatures and delivered by electronic mail or facsimile.

8.5 *Entire Agreement.* This Agreement sets forth all covenants, promises, agreements, conditions, and understandings between the Parties concerning the Donated Funds, and supersedes any and all other covenants, promises, agreements, conditions, or understandings, either oral or written, between the Parties regarding the Donated Funds.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Donation Agreement to be signed on the day and year indicated below.

DONORS:

GEORGE POLETES, an individual

Dated: _____

LISETTE POLETES, an individual,

Dated: _____

DISTRICT:

**OKEMOS PUBLIC SCHOOLS,
a Michigan general powers school district**

By: _____

Its: Superintendent of Schools

Dated: _____