

**Education Management Agreement between  
The Chicago Mathematics and Science Academy Charter School, Inc.  
and  
Concept Schools NFP**

THIS EDUCATION MANAGEMENT AGREEMENT (the “**Agreement**”) is executed as of this 28th day of October, 2020, by and between Concept Schools NFP, an Illinois non-profit corporation (“**Concept**”), and The Chicago Mathematics and Science Academy Charter School, Inc., an Illinois non-profit corporation (“**CMSA**”; CMSA and Concept being referred to herein interchangeably as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, each of Concept and CMSA has qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, CMSA has been granted a charter (the “**Charter**”) to organize and operate a charter school (the “**School**”) by the Board of Education of the City of Chicago (the “**Chicago School Board**”) pursuant to the State of Illinois Charter Schools Law, 105 ILCS 5/27A-1 *et seq.*, as amended (the “**Charter Schools Law**”);

WHEREAS, CMSA and the Chicago School Board entered into a Renewal of Charter and Charter School Renewal Agreement dated as of July 1, 2019 (the “**Charter School Agreement**”), which sets forth certain terms and conditions of the Charter and which may be amended from time to time;

WHEREAS, CMSA is governed by its Board of Directors (the “**CMSA Board**”), which is responsible for overseeing the operations of the School;

WHEREAS, Concept desires to provide management services to CMSA, and CMSA desires to obtain management services from Concept on the terms and conditions set forth in this Agreement; and

WHEREAS, CMSA and Concept now desire to enter into this Agreement to govern their relationship commencing Nov 1, 2020 (the “**Effective Date**”).

NOW, THEREFORE, for and in consideration of the mutual undertakings in this Agreement, the parties hereby agree to the following terms and conditions:

**1. Term**

- a. Initial Term: Unless terminated earlier in accordance with the terms of this Agreement, the term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue until the last day of the Charter School Agreement.
- b. Extensions: This Agreement will automatically renew for additional, successive terms that shall be coterminous with the then-current term of the Charter School Agreement unless either Party notifies the other Party on or before the April 1st prior to the expiration of the then-current term of its intention to renegotiate or not renew this Agreement.

Notwithstanding the foregoing, in no event shall the Term extend beyond the term of the Charter School Agreement, as such charter may be extended from time to time.

- c. In the event that Concept has a guaranty that remains in effect for a facility used by CMSA or has any other financial responsibility for the School, unless this Agreement is terminated earlier in accordance with Sections 10 and 11 of this Agreement, this Agreement shall remain in effect for the term of such guaranty or other agreement of financial responsibility, and CMSA shall not have the right to terminate this Agreement until such guaranty or agreement for financial responsibility has terminated.

## **2. Incorporation by Reference**

All terms and conditions of the Charter School Agreement are hereby incorporated herein by reference and made a part of this Agreement to the same extent and with the same force as if fully set forth herein. Concept's obligations under this Agreement are limited to those expressly set forth in this Agreement. Any duties required to be performed by CMSA or by the School under the Charter School Agreement remain the obligation of CMSA unless expressly set forth as an obligation of Concept under this Agreement.

## **3. Responsibilities.**

Provision of Services: Concept shall provide the following services (the “**Services**”) to the School, subject to (a) the direction, oversight and policies of the School, (b) the requirements of the Charter School Agreement, and (c) and all federal, state and local laws to the extent applicable to the Services. Regardless of the Services provided by Concept under this Agreement, CMSA remains responsible for the administration of the School. In this respect, Concept in no way serves as a joint or co-employer with CMSA. Concept has no obligation to provide any Service that is not specifically listed below, unless otherwise agreed upon by both parties in writing.

- i. Superintendent & Treasurer. Concept shall assign a superintendent (the “**Superintendent**”) and a treasurer (the “**Treasurer**”), who shall be employees of Concept and shall report to both Concept and the CMSA Board, in order to oversee operations of the School and ensure the successful implementation of the Concept model. The individuals who serve as the Superintendent and the Treasurer for the School may simultaneously serve as the superintendent and the treasurer for other charter schools managed by Concept. The Superintendent shall oversee the Treasurer, School's principal and oversee major business operations of the School. The Superintendent and the Treasurer may, at the request of CMSA Board, represent the School in front of the Illinois State Board of Education, the Chicago School Board , and any other parties. The Superintendent and the Treasurer shall report to the CMSA Board and, in regards to managerial duties, shall report to Concept Schools. The Superintendent and the Treasurer shall always seek the best interest of the School in any case.
- ii. Governmental Reporting. Concept shall provide consulting and liaison services with the Chicago School Board and other governmental and quasi-governmental offices and agencies to ensure that the School may continue its operation.

- iii. School Budget. Concept shall assist in the preparation of a projected budget for each academic year, in reasonable detail, for CMSA Board approval in the format, if any, required by Chicago School Board and the Illinois State Department of Education. CMSA Board and Concept shall cooperate to ensure that a budget for the School is adopted by no later than June 30<sup>th</sup> of each calendar year. Notwithstanding the foregoing, during any school year, the budget may be amended by mutual agreement of the Parties.
- iv. School Employees Generally.
  - a) Other than the Superintendent and a Treasurer, each of whom shall be employees of Concept, all school personnel, including the school principal and any and all vice principals (collectively, the “**School Employees**”) shall be employed exclusively by CMSA. The school principal and assistant principal will be hired and fired by mutual agreement of the Parties. As to all other employees who work at the School, CMSA retains the exclusive authority for making any employment-related decisions, including, but not limited to, hiring, firing, promotion, work assignment, compensation, evaluation, and discharge or other disciplinary decisions.
  - b) CMSA is solely responsible for determining and paying all salaries, fringe benefits, employment taxes and other employment related costs for all School Employees. Notwithstanding the foregoing, Concept will provide consultation and recommendations in conjunction with advertising positions for the CMSA Board, interviewing and hiring candidates, firing, transferring, discharging and/or disciplining employees.
  - c) Concept shall monitor whether each prospective and current School Employee meets all local, state, and federal statutes and regulations related to school personnel and the terms and conditions of the Charter School Agreement related to school personnel and shall monitor the staff of the School on an aggregate basis to ensure that the School is complying with any federal, state, or local statutes or regulations and the terms of the Charter School Agreement as to the qualifications of the staff of the School on an aggregate basis (such as any then-current rules regarding the aggregate percentage of the teaching staff of the School who must be certified to teach in their applicable subject areas).
  - d) Concept shall provide assistance and guidance in ensuring that all individuals to be hired for the School have completed and passed any background checks required by applicable law and/or the Charter School Agreement.
- v. School Staffing. Concept shall make recommendations regarding staffing needs at the School, provide revisions to position descriptions, and provide sample employment contracts for all School Employees. The CMSA Board and its designees shall have the right to make a final determination as to all such recommendations, descriptions, and contracts.
- vi. Health and Safety Laws and Regulations. Concept shall monitor whether the School complies with all applicable federal and state laws and regulations concerning School

Employee welfare, safety, and health, including, without limitation, the requirements of federal law for a drug-free workplace.

- vii. Employees Records. Concept shall monitor whether the School complies with all applicable federal and state laws and regulations concerning the maintenance, confidentiality, and disclosure of employee records for School Employees.
- viii. Background Checks for Concept Employees. Except to the extent expressly waived by state authorities, Concept shall assure that all prospective and existing employees, agents, contractors, subcontractors and volunteers of Concept who may have contact with students of the School qualify under the provisions in the Charter School Agreement titled “Background Checks” and “Adjudication Process” to the same extent as employees, agents, contractors, subcontractors and volunteers of the School are required to.
- ix. No Unlawful Discrimination. In recommending potential employees for the School and in making any recommendations for hiring, promotions, or firing, Concept shall not unlawfully discriminate on the on basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, marital status, citizenship, veteran status, sexual orientation, or any other legally protected characteristics.
- x. Monitoring Employment Law Compliance. Concept shall monitor the School’s compliance with all applicable state and local civil rights laws, and assess whether the School may be illegally discriminating against any School Employee or applicant for employment on the basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, marital status, citizenship, veteran status, sexual orientation, or any other legally protected characteristics in its recruitment, selection, training, utilization, termination or other employment-related activities.
- xi. Student and School Records. Except to the extent expressly waived by state authorities, Concept shall assure that School Employees and all other officers and employees associated with the School abide by all applicable Illinois and federal law and regulations, including, but not limited to (A) complying with the Charter Schools Law, the Charter School Agreement, and all applicable federal and state laws and regulations, concerning the maintenance and disclosure of student records, and (B) complying with the Family Educational Rights and Privacy Act, and, except for the Superintendent and the Treasurer, to the extent necessary to fulfill responsibilities at the School, Concept has no rights in such records whatsoever. Concept shall maintain such records on behalf of the School and may use such records only in connection with its duties under this Agreement, and that it will follow the School’s instructions in connection with such records. Based on the foregoing, the School hereby designates employees of Concept as having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act. Concept also agrees that it will assist the School in responding to any Illinois Freedom of Information Act (5 ILCS 140/) requests and shall not withhold documents that the School is required to produce in response to such a request.

- xii. School Superintendent and School Treasurer. Concept shall employ a qualified person in the positions of each of Superintendent and Treasurer in order to provide coordination, communication, and leadership and therefore ensure continuity, quality, effectiveness, and conformity with the terms of this Agreement. The School acknowledges and agrees that, by entering into this Agreement, the Superintendent and the Treasurer, each of which shall be employed by Concept, shall be assigned and empowered with the authority to perform all School duties and responsibilities that would typically be assigned to such positions. Notwithstanding the foregoing, the Concept-employed Superintendent and Treasurer will have no authority or responsibility for making employment-related decisions for School Employees, including but not limited to hiring and firing, promotion, transfer, work assignment, compensation, discharge or discipline.
- xiii. School Academic Year. Concept will recommend a calendar for the academic year and shall ensure the following:
  - a. that the School will open in August and will continue until June,
  - b. that the academic year consist of a minimum 185 school days, provided that the number of school days will meet or exceed requirements of Illinois law, and
  - c. that the length of the school days at the School will meet or exceed requirements of Illinois law.
- xiv. School Enrollment. Concept shall recommend to the CMSA Board the maximum enrollment of the School and of each grade in accordance with the Charter School Agreement, facility, and budget. Concept will monitor enrollment to ensure that the School enrolls students in full compliance with the requirements of the Charter School Agreement and Illinois Charter Schools Law.
- xv. Student Recruitment. Each year, Concept shall develop a student recruitment plan working with the principal of the School Any cost associated with such student recruitment shall be paid solely by the School unless otherwise agreed by the Parties.
- xvi. Concept-Provided Training. Concept shall provide each of the following:
  - a. A day long teachers' institute and teacher induction at the beginning of the school year;
  - b. A principal's professional development twice per school year;
  - c. A summer leadership summit at the beginning of the school year;
  - d. Monthly leadership seminars for the Superintendent;
  - e. Trainings in Concept's methods, curriculum, program, and technology for School Employees, including administrators, teachers and support staff, provided by Concept's staff, up to twice per year upon request;
  - f. Any additional professional development services required by state or federal law or regulation; and

- g. Any additional professional development services reasonably necessary or expedient for the successful implementation of the Concept model as agreed to in writing from time to time by Concept and the CMSA Board.
- xvii. Educational Program. Concept shall provide the School and all of its students at the School a complete educational program, including, without limitation, selecting instructional materials, for all grades offered by the School, such program to be based on (A) the requirements of the Charter School Agreement and (B) the Charter Schools Law, except as may be further required by this Agreement.
- xviii. Management and Administrative Services. Concept shall provide the management and administrative services necessary to implement its educational program at the School.
- xix. Student Academic Performance. Concept shall be responsible for, and accountable to the School for, the academic performance of students who attend the School, said performance to be measured in accordance with the requirements of the Charter School Agreement and the Charter Schools Law, and Concept shall coordinate such testing as is required to permit the evaluations contemplated by each of the foregoing. Concept shall measure the success of the School based on each of the following: (a) absolute levels of student achievement in terms of test scores, (b) comparative measures against students in the local school district who have backgrounds and achievement levels similar to the School's students, and (c) measures of parent and student satisfaction. Concept shall provide educational performance data, and any information required or requested by the CMSA Board, Chicago School Board, State, the Charter School Agreement, and the Charter Schools Law.
- xx. Student Information System. Concept shall provide a student information system (Concept SIS) that includes, but is not limited to, each of the following:
- a. Online student registration and data maintenance;
  - b. Student records and employee files management;
  - c. Parent access (assignments, discipline, attendance, etc.);
  - d. Report cards and transcripts;
  - e. Student discipline management;
  - f. Student/staff/course schedules;
  - g. Compliance with state requirements for reporting of student enrollment information;
  - h. Attendance, grading, and log book;
  - i. Curriculum and lesson planning;
  - j. Online assessment and data reporting;
  - k. Extra-curricular activities management;
  - l. Staff performance management;
  - m. E-forms (leave request, reimbursements, purchase request, etc.);
  - n. Clock in/out system for staff;
  - o. Employee attendance management;
  - p. Dashboard for administrators;
  - q. Online job applications module; and
  - r. System alerts.

The School acknowledges that, in designating employees of Concept as school officials with a legitimate educational interest in the School's student records, Concept employees will have access to student records and employee files to perform necessary functions for the same purposes as the School Employees. Concept shall make all reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to student records.

- xxi. Extra-curricular activities. Concept shall develop a variety of extra-curricular\* activities that are critical components to a well-rounded educational experience that may include, but not limited to, the following:
- a. CONSEF - Concept Schools Science & Engineering Fair;
  - b. STEM Expo;
  - c. MathCON;
  - d. RoboCON;
  - e. Spoken Word Competition;
  - f. Writing Contest;
  - g. D.E.A.R.;
  - h. ALF;
  - i. Art Fair;
  - j. Teacher of the Year; and
  - k. Concept Young Scholars Program.
- \*Registration fees and additional costs may apply.**
- xxii. Young Scholars Program. Concept shall develop and coordinate the Concept Young Scholars Program, which is a multifaceted program designed to prepare students to become future leaders in their communities. This program offers a more challenging curriculum and engaging activities such as advanced study programs in math, science, robotics, and preparation for Concept academic competitions, college trips, overnight events, and the Congressional Award Program.
- xxiii. School Finances. Unless otherwise prohibited, Concept shall manage all the School's financial operations, including, but not limited to, payroll, human resource services, purchasing, accounts payables, accounts receivables, grant management, development and monitoring of financial policies and procedures, bookkeeping, budget preparation and management, audit preparation and coordination, and reporting of all financial reports in a GAAP/FASB approved non-profit format. Without limiting the foregoing, Concept shall perform each of the following tasks:
- a. Prepare and present all financial reports at the CMSA Board meetings;
  - b. Prepare an annual budget in accordance with Section 3.iii above, in coordination with the school administration, which budget shall be approved by the CMSA Board;

- c. Prepare an independently audited annual financial report, as required by the Charter Schools Law not later than any applicable deadline required by the Charter School Agreement and Illinois law;
- d. Prepare and submit any other financial and operational reports relating to the School that may be required pursuant to the Charter School Agreement and the Charter Schools Law in accordance with the requirements thereof;
- e. Maintain all financial books and records;
- f. Manage payroll functions in order to ensure efficient operation, as well as creation and maintenance of proper personnel records;
- g. Develop purchasing policies and procedures and oversee all purchasing operations, including administration of the bidding process for major purchases and projects; and
- h. Apply for and manage all federal and state grants, including preparation and filing of final expenditure reports.

The School acknowledges that, in designating employees of Concept as school officials with a legitimate financial interest in the School's financial records, Concept employees will have access to financial records to perform necessary functions for the same purposes as the School Employees. Concept shall make all reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to financial records.

- xxiv. Human Resources Services. Provide human resource support services such as benefit administration, employee surveys, revision of employment documents, performance evaluations, and coordination of public records requests.
- xxv. Reporting Compliance. Concept shall meet an agreed calendar of reporting dates relating to local, state, and federal compliance reporting. If Concept fails to meet a 90% benchmark in terms of either accuracy or timeliness in a fiscal year, the School shall notify Concept in writing that such benchmark was not met. If Concept fails to meet the 90% benchmark in terms of either accuracy or timeliness in two consecutive fiscal years, the School shall be entitled to hire the staff necessary to complete the compliance work for Concept for the next fiscal year, and Concept shall reimburse the School for all expenses related to the hiring, training, and supervision of the compliance workers.
- xxvi. External Funding. Concept shall ensure that the School complies with all terms and conditions of any external funding source (e.g., federal and state funds designated for particular purposes such as Title I and special education).
- xxvii. School Grants. Concept shall assist the School in identifying and applying for grants. Concept shall have the right to apply for and receive grant money on its own or together



- with the School, so long as such applications (a) are approved by the CMSA Board and (b) the received funds are utilized for their intended purpose and in a manner consistent with the requirements of the grant. Concept must keep the CMSA Board informed prior to any application's submission, at the level of detail that the CMSA Board reasonably requests.
- xxviii. Community Outreach. Concept shall provide guidance in community outreach activities to generate greater awareness and build credibility and a positive reputation for the School.
  - xxix. Marketing Services. Concept shall provide marketing services by designing school brochures, fliers, business cards, letterheads, envelopes, newsletters, program books, invitations, and the School's Annual Report. All such marketing services shall be specific to the School. All out-of-pocket costs of such marketing materials, other than internal labor costs of Concept, shall be paid by the School.
  - xxx. School Technology. Concept shall (a) provide guidance for the School's technology plan on a regular basis, (b) provide web design and hosting services for the School's web site, (c) advise on the integration of new technology into the School, and (d) provide technology support services as may be requested by the School.
  - xxxi. STEM Programs. Concept shall provide guidance for successful implementation of STEM-focused programs such as robotics, GTT, PLTW engineering courses, etc.
  - xxxii. Employee Recruitment. Concept shall assist (upon request) the School in recruiting hard to find subject area teachers such as math, science, technology, engineering, and foreign language.
  - xxxiii. Student College Transition. Concept shall assist in coordinating the transition of high school graduates to college and provide continued support through the Concept dba Future Institute to the graduates as they embark on the next stages of their lives in college, careers and beyond.
  - xxxiv. School Facility Maintenance. The School shall be responsible for coordinating the cleaning, maintenance, and operation of the School's facility. Concept shall make reasonable suggestions to the School regarding potential improvements to the School's facility.
  - xxxv. Updates on Developments. Concept shall promptly inform the CMSA Board and/or school principal of any anticipated or known (a) material health or safety issues; (b) labor, employee, or funding problems, and (c) problems of any other type that would adversely affect CMSA or the School in complying with the terms of the Charter School Agreement or applicable law.
  - xxxvi. Renewal Materials. Concept shall assist the School in preparing any and all materials required to be submitted to the Chicago CMSA Board in connection with any request for a renewal of the Charter School Agreement.
  - xxxvii. Additional services. Concept shall also coordinate additional programs as may be mutually agreed upon by the Parties.

#### **4. Tax-Exempt Status.**

Concept acknowledges and agrees that this Agreement is intended to be consistent with CMSA's status as a federal tax-exempt organization, and both parties shall interpret this Agreement in such a manner so as to prevent this Agreement from causing CMSA to lose such status and, if necessary, shall amend this Agreement in such a manner that will cause it to ensure the continued availability of federal tax-exempt status for CMSA.

#### **5. Intellectual Property.**

Both parties acknowledge that they mutually own all proprietary rights to curriculum or educational materials that (a) are developed by the School or (b) are developed by Concept with funds from the School. Concept and the School understand that Concept's educational materials and teaching techniques and other documents used by or in the School may be disclosed in accordance with applicable law and the legal opinion of legal counsel of the School.

#### **6. Real and Personal Property.**

Upon the termination or expiration of this Agreement by either party for any reason, all real and personal property leased by Concept to the School shall remain the real and personal property of Concept, and all other personal property purchased by Concept with the funds provided to Concept by the School shall be the personal property of the School. All materials purchased with public funds provided to Concept by the School shall be the property of the school, not Concept.

#### **7. Subcontracts.**

Subject to prior approval by the CMSA Board, Concept may subcontract any of the Services except for those Services involving the management, oversight, or implementation of the teaching and instructional program.

#### **8. Authority.**

Concept shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by Illinois Charter Schools Law or the Charter Management Agreement.

#### **9. Fees.**

In consideration of the Services to be provided to the School by Concept, CMSA shall pay Concept a management fee. Effective as of 2021-22 school year, the management fee shall be calculated on an annual basis and shall be 10% of the School's total annual revenues. The management fee shall be paid in quarterly installments that are intended to equal, in the aggregate, 10 % of the School's total revenues for the fiscal year, and the amount of which may be adjusted each month as CMSA obtains better information as to the aggregate amount of revenues expected to be received by the School for such fiscal year.

#### **10. Termination by CMSA.**

CMSA may terminate this Agreement in the event that:

- a. Concept substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from the School;

- b. Concept is liquidated or dissolved;
- c. Concept files a voluntary petition under any federal or state bankruptcy statute;
- d. A third party files an involuntary petition against Concept under any federal or state bankruptcy statute, which involuntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- e. Concept fails to meet any of the material terms of the Charter School Agreement and causes the Charter School Agreement to be revoked, terminated, suspended, or reconstituted or causes the Charter School Agreement to be put in jeopardy of suspension, revocation, termination, or reconstitution under the Charter School Agreement, and such matter is not remedied by Concept within sixty (60) days of Concept being notified in writing of such matter;
- f. Any act or omission of Concept of Concept that causes CMSA to be in violation of the Charter School Agreement or the Charter Schools Law, and such matter is not remedied by Concept within sixty (60) days of Concept being notified in writing of such matter; or
- g. Concept assigns this Agreement without the prior written consent of CMSA.

#### **11. Termination Notice.**

If any of the events set forth in Section 10 shall occur, in addition to any other notice required to be delivered under Section 10, CMSA shall send to Concept written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which CMSA is relying for the termination (any such notice of termination by CMSA under this Section 11 or by Concept under Section 13 being referred to herein as a “**Termination Notice**”). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by Concept or another date if mutually agreed in writing (the effective date of a termination under this Section 11 or under Section 13 being the “**Termination Date**”).

#### **12. Termination by Concept.**

Concept may terminate this Agreement in the event that:

- a. CMSA substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from Concept;
- b. CMSA is liquidated or dissolved;
- c. CMSA files a voluntary petition under any federal or state bankruptcy statute;
- d. A third party files an involuntary petition against CMSA under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- e. CMSA fails to pay any fees due to Concept within thirty (30) days of receiving written notice that such fees are overdue, excluding overdue payments resulting from a payment dispute between the School and any funding entity;
- f. CMSA assigns this Agreement without the prior written consent of Concept; or

g. Termination of the Charter School Agreement by the Chicago School Board.

**13. Termination Notice.**

If any of the events set forth in Section 12 shall occur, in addition to any other notice required to be delivered under Section 12, Concept shall send to CMSA a Termination Notice specifying the section(s) of this Agreement upon which Concept is relying for the termination. This Agreement shall terminate on the Termination Date, which shall be thirty (30) days after the receipt of a Termination Notice by CMSA or another date if mutually agreed in writing.

**14. Duties upon Notice of Termination and Termination.**

The Parties agree to continue charter school operations through the “**Termination Date**”, provided that CMSA continues to pay Concept the management fee required under Section 9 of this Agreement on a prorated basis through the Termination Date. Concept’s obligations under this Agreement and other expertise shall not cease until the Termination Date. CMSA shall pay to Concept all outstanding payments on or before the Termination Date.

**15. Indemnification.**

Except as otherwise stated in this Agreement, each Party (referred to herein as an “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other (referred to herein as an “**Indemnitee**”) from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the Indemnitee as a result of any claims, actions or lawsuits brought the Indemnitee as a result of the negligence, recklessness or intentional misconduct of the Indemnitor or any officers, employees, or agents of Indemnitor. This indemnification provision and any obligations thereunder shall survive the termination of this Agreement. Concept shall indemnify and defend the CMSA Board to the extent required by the Charter School Agreement for any matters caused primarily by employees, officers, or agents of Concept.

**16. Insurance.**

Each party shall maintain general liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter School Agreement or applicable law) and Two Million Dollars (\$2,000,000) in the aggregate; workers compensation insurance as required by law; and employer’s liability insurance in an amount not less than \$1,000,000.00; and otherwise insurance of such types (including auto liability and umbrella coverage) and in such amounts as are required by the Charter School Agreement. On all policies of liability insurance carried by a Party, such Party shall name the other Party as additional insured. Notwithstanding any provision of this Agreement to the contrary, each Party hereby waives and releases the other Party and the other Party’s directors, officers, successors, or assigns (collectively, the “**Released Parties**”) from any and all claims and right of recovery against any of the Released Parties, to the extent that any such claims or right of recovery is for any loss, damage, or liability that is covered by any insurance carried by the Party incurring such loss, damage, or liability, regardless of the cause of origin, including the negligence of the Released Parties. Each of the Parties hereby waives any right of subrogation that might otherwise arise out of any claims against the Released Parties. The Parties agree immediately to give their respective insurance companies which issued policies of insurance written notice of the terms of

the mutual waivers and releases contained in this Section, and have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the mutual waivers of subrogation.

**17. Relationship of the Parties.**

The Parties hereto acknowledge that Concept is an independent contractor of CMSA and that Concept currently manages other charter schools and may enter into contracts to manage other charter schools. No employee of either party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership, joint or co-employer relationship or joint venture between the Parties. This Agreement shall not be construed as an abdication of the School's responsibilities and authority for making any and all employment-related decisions, policy setting, strategic planning, budgeting, the educational program and overall oversight monitoring and supervision of the School. The School at all times maintains the right to accept or reject Concept's recommendations. All loans to, or investments, in CMSA or the School by Concept must be evidenced by appropriate documentation, either through this Agreement or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of CMSA and shall clearly state Concept's expected return on equity. Any kind of conflict of interest between the CMSA Board and Concept shall be avoided.

**18. No Third-Party Beneficiaries.**

This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person; nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any third person.

**19. Headings.**

Headings used herein are for reference only and are not intended, nor shall they be used, in interpreting this instrument.

**20. Notices.**

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Concept, to:

Attention: Sedat Duman, CEO/President  
Concept Schools NFP  
1336 Basswood Rd, Schaumburg, IL 60173  
Facsimile: (847) 824-4382

With a copy to:

Attn: Mustafa Genc, Esq. CLO  
Legal Department of Concept Schools NFP  
1336 Basswood Rd, Schaumburg, IL 60173  
Facsimile: (847) 277-9867

If to the School, to:

Attention: Dr. Hanifi Tiryaki, Board President  
Chicago Mathematics and Science Academy Charter School  
7212 N. Clark St.  
Chicago, IL 60626  
Fax: 844-677-8596

**21. Severability.**

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement, but this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted.

**22. Waiver and Delay.**

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

**23. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**24. Assignment.**

Neither Party shall assign this Agreement without the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**25. Entire Agreement; Amendment.**

This Agreement represents the entire agreement of the Parties. This Agreement may not be altered, modified, amended, or supplemented except by a writing signed by each Party.

**26. Counterparts.**

This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instruments. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

**27. Conflicting Provisions.**

Any provisions that are contrary to or conflicting with the Charter shall be superseded by the terms and conditions of the Charter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CMSA:**

**THE CHICAGO MATHEMATICS AND SCIENCE ACADEMY CHARTER SCHOOL,  
INC.**

**Signature:**  Hanifi Tiryaki (Oct 29, 2020 12:13 CDT)

**By:** Dr. Hanifi Tiryaki

**Its:** Board President

**CONCEPT:**

**CONCEPT SCHOOLS NFP**

**Signature:**  Sedat Duman (Oct 29, 2020 11:37 CDT)

**By:** Sedat Duman

**Its:** President & CEO









# Reviewed.10.28.2020.MostUpdated.CMSA EMO Agreement

Final Audit Report

2020-10-29

Created:	2020-10-29
By:	Michael Kuran (main@cmsaonline.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2AsnJxrKT23J4JwBGBWDEXvEvrJuiNtW

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