

**Gateway Science Academy Board of Directors Meeting  
May 4, 2022, at 4:00 pm**

**6025 Chippewa Street, Ste#206  
St. Louis, MO 63109**

**Zoom Meeting ID: 811 1189 9410  
Password: Gators**

**AGENDA**

<b>Call to Order</b>	Dr. Bagwell
<b>Roll Call</b>	Dr. Bagwell
<b>Mission Statement</b>	Dr. Bagwell
<b>Approval of the Agenda</b>	Dr. Bagwell
<b>Public Input Session</b>	Dr. Bagwell
<i>(Please note, the GSA Board public participation policy allows each speaker no more than three minutes, and each topic is limited to no more than 20 minutes except with the concurrence of the majority of the Board. Individuals who do not have an opportunity to speak during the allotted time will be given the first opportunity at the next regularly scheduled meeting, and they can also submit their comments via email to <a href="mailto:gsaboard@gsastl.org">gsaboard@gsastl.org</a>)</i>	
<b>Announcements/Acknowledgements</b>	
CONSEF and MathCON Achievements	Mr. Blackstone
Funding Equity	Mr. Blackstone
<b>Consent Agenda</b>	<i>Dr. Bagwell</i>
<i>Approval of April 5, 2022 Special Meeting Minutes</i>	<i>Dr. Bagwell</i>
<i>Approval of March and April 2022 Financials</i>	<i>Mr. Damar</i>
<i>Approval of Personnel Report</i>	<i>Mr. Blackstone</i>
<b>Items for Action</b>	
<i>Approval of Concept Schools Management Contract</i>	<i>Mr. Blackstone</i>
<b>Student Achievement and Activities</b>	
<b>Superintendent's Report</b>	Mr. Blackstone
District Dashboard	
Pre-K Program Update	
<b>Board Related:</b>	
Personal Financial Disclosures Updates	Dr. Bagwell
Annual Board Self Evaluation	Dr. Bagwell
<b>Other Business:</b>	
Building Update	Mr. Blackstone
<b>Adjourn the Meeting</b>	Dr. Bagwell

*Items in italics are action items.*

## **MISSION**

The mission of the Gateway Science Academy of St. Louis is to provide quality education with an emphasis on science, mathematics, and technology while balancing all core subjects. We strive to create an atmosphere that provides students, parents, and teachers opportunities for continuous growth, enabling them to reach their highest potential.

## **VISION**

### **Elementary and Middle School Vision**

Our students will enter high school ready to tackle any academic challenge and will excel in the STEM subjects.

### **High School Vision**

Our students will achieve 100% graduation and college acceptance.

**Gateway Science Academy  
Board of Directors Special Meeting  
April 5, 2022, at 3:00 pm**

**6025 Chippewa Street, Ste#206  
St. Louis, MO 63109**

Zoom Meeting ID: 861 6031 7745  
Password: Gators

**MEETING MINUTES**

**1. Session Opening:**

Dr. Bagwell commenced the meeting to order with the roll call at 3:02 pm.

**Members Present:** Tim Bagwell, Ben Diefenbach, Orville (Beau) Goerger, Kennedy Maranga (online), Patricia Hunt (online), Ali Durhan (online)

**Members Absent:** Jacquelyn Lewis-Harris

**GSA:** Matt Sagnak-Assistant Superintendent,

**Concept Schools:** Engin Blackstone – Superintendent, Hasan Damar – Treasurer

Dr. Bagwell read the mission statement.

**2. Adopt an Agenda:**

Mr. Diefenbach made a motion to adopt the agenda. Mr. Goerger seconded.

**Roll Call to Adopt the Agenda:**

Orville (Beau) Goerger: **Aye**, Tim Bagwell: **Aye**, Ben Diefenbach: **Aye**, Kennedy Maranga: **Aye**, Patricia Hunt: **Aye**, Ali Durhan: **Aye**

**Motion approved.**

**3. Public Input:**

None

**4. Announcements/Acknowledgements**

None

**5. Approval of the Consent Agenda**

Mr. Goerger made a motion to approve the consent agenda, and Mr. Diefenbach seconded.

## Approval of March 16, 2022, Meeting Minutes

No discussion

### Roll Call to Approve the Consent Agenda:

Orville (Beau) Goerger: **Aye**, Tim Bagwell: **Aye**, Ben Diefenbach: **Aye**, Kennedy Maranga: **Aye**, Patricia Hunt: **Aye**, Ali Durhan: **Aye**

**Consent agenda approved unanimously.**

## 6. Action Item: Approval of Refinancing the Existing 5/3 Bank Loans

Damar presented the refinancing offer made by the 5/3 Bank. The offer combines and refinances three existing loans into one with a better rate. The current rate is 4.83%, and the proposed rate will be 3.80% - 3.90% based on the day when the final contract is signed. The total saving of the refinancing will be about \$125,000.

Mr. Blackstone asked for the Board's approval for the refinancing offer and authorize Mr. Hasan Damar, GSA's treasurer, to sign the new loan documents.

Mr. Goerger made a motion to approve combining and refinancing three 5/3 Bank loans with the new rate and authorize Mr. Damar, the GSA treasurer, to sign the loan documents.

### Roll Call to Approve the Motion:

Orville (Beau) Goerger: **Aye**, Tim Bagwell: **Aye**, Ben Diefenbach: **Aye**, Kennedy Maranga: **Aye**, Ali Durhan: **Aye**, Patricia Hunt: **Aye**

**Motion approved unanimously.**

## 9. Other Business:

### New Building Project Update:

Mr. Blackstone provided updates about the building search and the construction project.

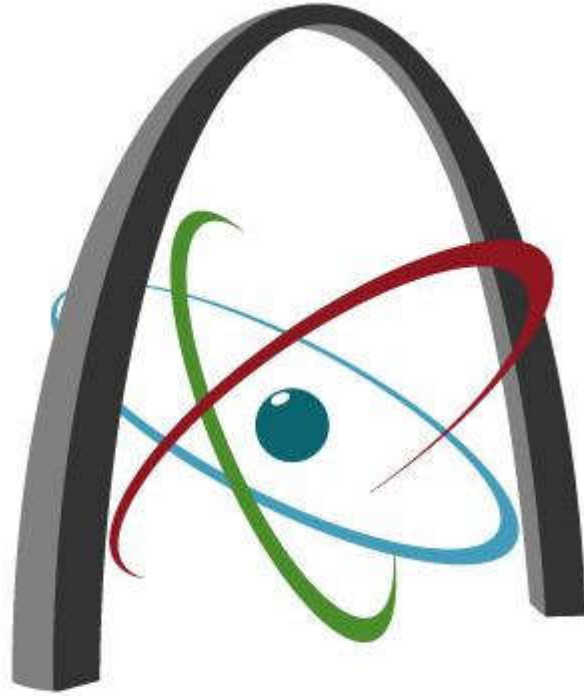
## 9. Adjourn the Meeting

Mr. Diefenbach made a motion to adjourn the meeting; Mr. Goerger seconded.

### Roll Call to Adjourn:

Orville (Beau) Goerger: **Aye**, Tim Bagwell: **Aye**, Ben Diefenbach: **Aye**, Kennedy Maranga: **Aye**, Ali Durhan: **Aye**, Patricia Hunt: **Aye**

**The meeting adjourned at 3:42 pm.**



GATEWAY SCIENCE ACADEMY  
of  
**ST. LOUIS**

**May 4, 2022**

FINANCIAL STATEMENTS

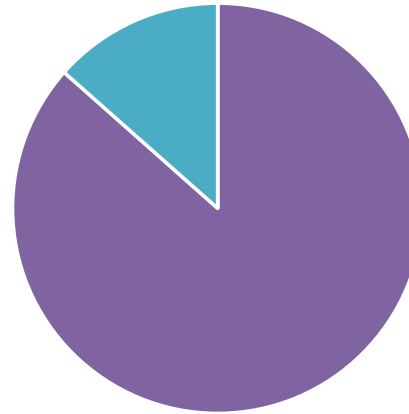
**GSA Financial Dashboard April 2022**

- GSA has \$ 1,732,499.47 surplus at the end of April 2022.
- Total cash-in-hand is \$ 5,101,154.05.
- Unrestricted days cash on hand: 94.46.
- Long-term loan total is 3,467,817.77.
- Total Enrollment in April 2022 is 1501.
- 21-22 K-12 Estimated ADA is 1417.
- 21-22 K-12 Estimated WADA is 1605.72.

Budgeted Revenue	\$ 16,652,883.82	83.33%
YTD Revenue	\$ 18,162,683.31	90.89%

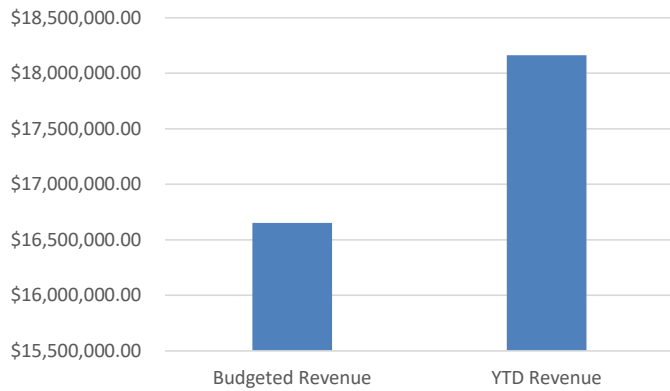
Budgeted Expenditures	\$ 16,173,679.56	83.33%
YTD Expenditures	\$ 16,430,183.84	84.65%

**Loan Details**

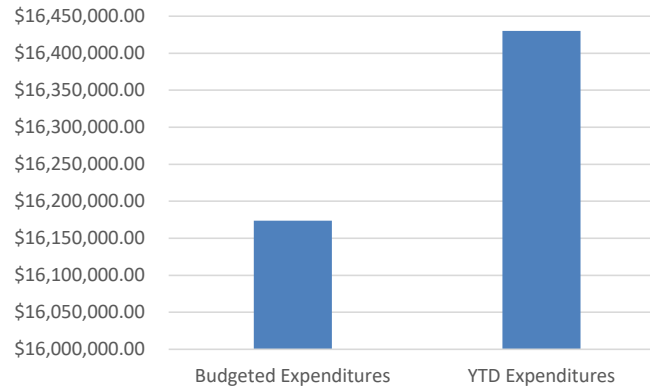


- 5007 Fyler Loan - CD 12/3/2019
- 5/3 Loan - CD 9/9/2018
- 5/3 Loan - CD 01/10/20
- 5/3 Loan - CD 01/10/20 5 Year
- PPP Loan

**Budget Vs Actual - Revenue**



**Budget Vs Actual - Expense**



**Definition of Terms**

**ADA:** Average Daily Attendance

**WADA:** Weighted Average Daily Attendance

**YTD:** Year to Date

# FINANCIAL STATEMENT SUMMARY

## GATEWAY SCIENCE ACADEMY OF ST LOUIS

Dec-21

Jan-22

Feb-22

Mar-22

Apr-22

Jun-22

<i>Current Enrollment</i>	<i>1,501</i>								
	<b>BUDGET-FY22</b>	<b>YTD</b>							
LOCAL REVENUE	1,959,303	\$ 1,857,154.81	94.79%	157,647	208,825	195,476	180,446	162,577	
STATE REVENUE	15,591,309	\$ 12,333,442.70	79.10%	1,241,159	1,239,899	1,260,187	1,185,452	1,235,993	
FEDERAL REVENUE	2,432,849	\$ 3,972,085.80	163.27%	193,052	570,394	17,566	132,439	1,131,061	
<b>Total Revenues</b>	<b>19,983,461</b>	<b>18,162,683</b>	<b>90.89%</b>	<b>1,591,857</b>	<b>2,019,118</b>	<b>1,473,228</b>	<b>1,498,337</b>	<b>2,529,630</b>	<b>-</b>
SALARIES	9,626,270	\$ 8,188,530.41	85.06%	921,641	829,328	818,383	828,158	812,092	
BENEFITS	3,657,983	\$ 2,803,201.17	76.63%	287,958	281,111	280,067	282,319	281,391	
PURCHASED SERVICES	4,220,920	\$ 3,631,144.81	86.03%	378,096	413,648	343,886	337,818	336,657	
SUPPLIES AND MATERIALS	1,599,000	\$ 1,613,233.69	100.89%	223,473	182,512	145,526	256,656	216,124	
CAPITAL OUTLAY	304,242	\$ 194,073.76	63.79%	15,145	45,238	26,231	(7,598)	5,589	
<b>Total Expenditures</b>	<b>19,408,415</b>	<b>16,430,184</b>	<b>84.65%</b>	<b>1,826,313</b>	<b>1,751,838</b>	<b>1,614,094</b>	<b>1,697,354</b>	<b>1,651,852</b>	<b>-</b>
<b>NET INCOME</b>	<b>575,045</b>	<b>1,732,499</b>		<b>(234,456)</b>	<b>267,280</b>	<b>(140,865)</b>	<b>(199,016)</b>	<b>877,779</b>	<b>-</b>

Midwest Bank Register (QB) Balance	\$ 24,167.90	\$ 17,823.87	\$ 22,744.26	\$ 20,073.47		
Midwest Bank Cleared Balance	\$ 24,167.90	\$ 17,823.87	\$ 22,744.26	\$ 20,073.47		
5/3 Bank 8758 Register (QB) Balance	\$ 4,408,899.61	\$ 4,748,804.46	\$ 4,488,772.26	\$ 3,915,026.53	\$ 5,101,154.05	
5/3 Bank 8758 Cleared Balance	\$ 4,372,192.68	\$ 4,712,097.53	\$ 4,520,479.19	\$ 4,328,486.43	\$ 5,101,154.05	
5/3 Bank 7496 Register (QB) Balance	\$ 907.81	\$ 3,947.83	CLOSED	CLOSED	CLOSED	
5/3 Bank 7496 Cleared Balance	\$ 419.98	\$ -	CLOSED	CLOSED	CLOSED	
Savings Bank Safe Acc. (QB) Register Balance	\$ 40.36	\$ -	CLOSED	CLOSED	CLOSED	
Savings Bank Safe Acc. (Bank) Cleared Balance	\$ 40.36	\$ -	CLOSED	CLOSED	CLOSED	

BUSINESS	
5/3 Loan - 2022	3,000,000
5007 Fyler Loan - CD 12/3/2019	467,818
Total Loan Principal Payment for FY22	608,823
<b>Payments Over \$5,000</b>	
ACT - ACT materials	6,032
Saint Louis University -	9,090

\*Recurring transactions aren't included.

**Gateway Science Academy of St Louis**  
**Budget Vs Actual**  
**As of April 30, 2022**

	Jul 21 - Apr 22	FY 2022 Budget	% of Budget
<b>Income</b>			
Local Revenue	1,857,154.81	1,959,302.69	94.79%
State Revenue	12,333,442.70	15,591,308.86	79.10%
Federal Revenue	3,972,085.80	2,432,849.03	163.27%
<b>Total Income</b>	<b>\$ 18,162,683.31</b>	<b>\$ 19,983,460.58</b>	<b>90.89%</b>
<b>Expense</b>			
Salaries	8,188,530.41	9,626,270.34	85.06%
Benefits	2,803,201.17	3,657,982.73	76.63%
Professional Services	653,583.29	604,800.00	108.07%
Property Services (Rent, Repairs, Cleaning)	977,928.73	1,127,186.80	86.76%
Transportation Services	30,406.17	95,000.00	32.01%
Building & Property Insurance	76,807.29	120,587.50	63.69%
Communication (Phone, Printing, Ads)	75,225.05	85,000.00	88.50%
Management, Membership Fees and Other Dues	1,689,658.10	2,023,346.06	83.51%
Other Purchased Services (Student Activities)	127,536.18	165,000.00	77.29%
General Supplies (Supplies, Textbooks, Uniforms, etc.)	1,613,233.69	1,599,000.00	100.89%
Interest Expense	150,462.56	179,242.05	83.94%
Capital Outlay	43,611.20	125,000.00	34.89%
<b>Total Expense</b>	<b>\$ 16,430,183.84</b>	<b>\$ 19,408,415.48</b>	<b>84.65%</b>
<b>Net Income</b>	<b>\$ 1,732,499.47</b>	<b>\$ 575,045.10</b>	<b>301.28%</b>

Difference Between Budget and YTD Actuals	Color Codes
Difference is less than 4%	
Difference is more than 4% but less than 15%	
Difference is more than 15%	

<b>April Perc.</b> <b>83.33%</b>
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**Explanations**

<b>Income</b>
<b>Local Revenue:</b> Monthly Prop C payments are more than expected amount. Also, 68k reimbursement for the street sewer work received from St. Louis sewer district in July 2021.
<b>Federal Revenue:</b> \$1,714,213 ESSER II reimbursement.
<b>Expense</b>
<b>Professional Services:</b> NWEA, GoGurdian, Great Minds, and Edgenuity Payments for whole FY.
<b>General Supplies:</b>



Apr 30, 22

ASSETS

Current Assets

Checking/Savings

1072 · Bill.com Money Out Clearing	544.50
1111-02 · 53rd 2nd Account	5,196,006.86
1111-05 · Mid West Bank	<u>20,073.47</u>

Total Checking/Savings 5,216,624.83

Other Current Assets

1400-00 · Other Current Assets	
1411 · Security Deposits	<u>2,000.00</u>
Total 1400-00 · Other Current Assets	<u>2,000.00</u>

Total Other Current Assets 2,000.00

Total Current Assets 5,218,624.83

Fixed Assets

1500-00 · Fixed Assets

1529 · Soft Costs	56,219.06
1520 · Buildings	5,232,547.78
1521 · Building Improvements	5,320,942.89
1531 · Improvements Other Than Building	477,519.75
1541 · Equipment	2,028,854.09
1542 · Classroom Instructional Apparatus	607,387.07
1543 · Vehicles	114,783.38
1549 · Accumulated Depreciation	-6,503,057.49
1500-00 · Fixed Assets - Other	<u>350.37</u>

Total 1500-00 · Fixed Assets 7,335,546.90

Total Fixed Assets 7,335,546.90

**TOTAL ASSETS 12,554,171.73**

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Credit Cards

2172-07 · Commercial Card - Ending 2120 100,381.19

Total Credit Cards 100,381.19

Other Current Liabilities

2150-00 · Payroll Deduction & Withholdings	
2152-00 · FICA (Soc Sec)	24,301.59
2153-00 · Medicare	12,574.10
2155-00 · Missouri Income Tax	26,923.66
2156-00 · Health/Dental/Life Insu	28,883.37
2158-00 · Teacher Retirement	<u>194,496.82</u>

Total 2150-00 · Payroll Deduction & Withholdings 287,179.54

Total Other Current Liabilities 287,179.54

Total Current Liabilities 387,560.73

Long Term Liabilities

2121 · Loans Payable

5/3 Loan - 2022 3,000,000.00

5007 Fyler Loan - CD 12/3/2019 467,817.77

Total 2121 · Loans Payable 3,467,817.77

Total Long Term Liabilities 3,467,817.77

Total Liabilities 3,855,378.50

Equity

3113-00 · Unrestricted Net Assets 6,966,293.76

Net Income 1,732,499.47

Total Equity 8,698,793.23

**TOTAL LIABILITIES & EQUITY 12,554,171.73**

CONFIRMATION #	VENDOR	INVOICE #	PAYMENT AMOUNT	PROCESS DATE	PAYMENT TYPE	PAYMENT STATUS
P22033001 - 9501729	Enterprise	Multiple	\$ 893.56	03/31/22	Check	Cleared
P22033001 - 9501748	Heather Pillow	624963	\$ 60.40	03/31/22	ePayment	Cleared
P22033001 - 9501745	Heidi Abbott	Multiple	1,464.97	03/31/22	ePayment	Cleared
P22033001 - 9501750	Jillian Monshausen	625323	\$ 145.00	03/31/22	ePayment	Cleared
P22033001 - 9501752	Peter J Mankowich	624884	\$ 34.75	03/31/22	Check	Cleared
P22033001 - 9501754	Rustin Parker	625305	\$ 49.95	03/31/22	ePayment	Cleared
P22033001 - 9501757	Us Express Cleaning Co.	1277	1,360.00	03/31/22	ePayment	Cleared
P22032901 - 8982709	Ahmet Ates	624090	\$ 81.95	03/30/22	ePayment	Cleared
P22032901 - 8982711	Dependent Specialists, Inc.	03/28/2022	\$ 833.00	03/30/22	Check	Cleared
P22032901 - 8982707	Kelly Services	587959	1,862.00	03/30/22	Check	Cleared
P22032901 - 8982717	Office Essentials	WO-97920-1	\$ 67.33	03/30/22	Check	Cleared
P22032901 - 8982715	Royal Papers Inc.	152 491-1	\$ 642.50	03/30/22	Check	Cleared
P22032801 - 8595560	ACT	Multiple	6,032.00	03/29/22	ePayment	Cleared
P22032801 - 8595568	American Burglary and Fire, Inc.	1458768	\$ 601.75	03/29/22	Check	Cleared
P22032801 - 8595570	Anthony McCaa	623825	\$ 114.96	03/29/22	ePayment	Cleared
P22032801 - 8595563	Cengage Learning	Multiple	\$ 568.85	03/29/22	ePayment	Cleared
P22032901 - 8982713	Didax Incorporated	162825.6	1,624.50	03/29/22	Vendor Direct	Cleared
P22032801 - 8595574	EB Employee Solutions	81412	23,772.09	03/29/22	Check	Cleared
P22031101 - 4991980	Education Plus	INV39258	\$ 765.00	03/29/22	Check	Cleared
P22032901 - 8982705	LAMP	90642	\$ 45.00	03/29/22	Check	Cleared
P22032801 - 8595566	Lauren Stephenson	622857	\$ 100.18	03/29/22	ePayment	Cleared
P22032801 - 8595572	PSRSSTL	2/28/2022	191,889.27	03/29/22	Check	Cleared
P22032301 - 7658379	Office Essentials	FR-FQ-47-1	1,923.16	03/25/22	Check	Cleared
P22032301 - 7658336	Andrew Morrow	623404	\$ 452.89	03/24/22	ePayment	Cleared
P22032301 - 7658279	Blue Technologies	Multiple	\$ 631.16	03/24/22	ePayment	Cleared
P22032301 - 7658301	Brian Seymour	623281	\$ 74.99	03/24/22	Check	Returned
P22032301 - 7658349	Concept Schools, NFP	2022-03-26	165,000.00	03/24/22	ePayment	Cleared
P22032301 - 7658308	Emily Lukens	623634	\$ 32.22	03/24/22	ePayment	Cleared
P22032301 - 7658314	Holly Marek	622670	\$ 580.33	03/24/22	ePayment	Cleared
P22032301 - 7658320	Indox Services	50013971	1,160.00	03/24/22	Check	Cleared
P22032301 - 7658324	Jackie Parker	622707	\$ 39.00	03/24/22	ePayment	Cleared
P22032301 - 7658359	Jan-Pro Of St. Louis	108836-107974	24,739.00	03/24/22	ePayment	Cleared
P22032301 - 7658294	Kelly Services	577982	\$ 196.00	03/24/22	Check	Cleared
P22032301 - 7658342	Laclede Cab	2807-033	1,980.50	03/24/22	Check	Cleared
P22032301 - 7658240	LaTasha Smith	Multiple	2,606.24	03/24/22	ePayment	Cleared
P22032301 - 7658377	Lauren Stephenson	622397	1,608.75	03/24/22	ePayment	Cleared
P22032301 - 7658355	Lindbergh Commercial Services Inc.	24396	1,659.92	03/24/22	Check	Cleared
P22032301 - 7658249	Megan Trucks	Multiple	1,652.62	03/24/22	ePayment	Cleared
P22032301 - 7658363	MSHSAA	22-001547	\$ 50.00	03/24/22	Check	Uncashed
P22032301 - 7658367	Office Essentials	WO-95318-1	\$ 10.79	03/24/22	Check	Cleared
P22032301 - 7658232	Orkin	Multiple	\$ 300.00	03/24/22	Check	Cleared
P22032301 - 7658266	Southwest Foodservice Excellence	Multiple	66,778.06	03/24/22	ePayment	Cleared
P22032301 - 7658330	Sukru Kaya	620365	\$ 289.13	03/24/22	ePayment	Cleared
P22030701 - 3366739	CES PEST & TERMITES INC.	171801	\$ 250.00	03/23/22	Check	Cleared
P22031001 - 4375870	Impact Networking	1929004	\$ 275.00	03/23/22	Vendor Direct	Cleared
P22031401 - 5208438	Blue Technologies	INV350030	\$ 177.43	03/18/22	ePayment	Cleared
P22031701 - 6202763	Harris Living Trust Trt	2022-03-28	13,440.77	03/18/22	ePayment	Cleared
P22031701 - 6202759	Ihsan Demirezen	623016	\$ 69.41	03/18/22	ePayment	Cleared
P22031101 - 4991978	Office Essentials	WO-91431-1	\$ 113.50	03/18/22	Check	Cleared
P22031701 - 6202761	Royal Gasimov	623401	\$ 155.39	03/18/22	ePayment	Cleared
P22031701 - 6202765	St. Louis City Cust# 2160	2022-03-28	13,500.00	03/18/22	Check	Cleared

P22031501 - 5637329	Ihsan Demirezen	616870	\$ 166.50	03/16/22	ePayment	Cleared
P22031101 - 4991976	Office Essentials	W0-83153-2	\$ 29.56	03/16/22	Check	Cleared
P22031501 - 5637333	Royal Gasimov	619334	\$ 188.44	03/16/22	ePayment	Cleared
P22031401 - 5208434	Blue Technologies	INV341608	\$ 79.93	03/15/22	ePayment	Cleared
P22031001 - 4375839	BSN Sports LLC	Multiple	\$ 875.00	03/15/22	Vendor Direct	Cleared
P22031101 - 4991956	Cory Reichert	620396	2,076.95	03/14/22	Check	Cleared
P22031401 - 5208431	Impact Networking	1730696	\$ 366.00	03/14/22	Vendor Direct	Cleared
P22031401 - 5208436	Johnson Controls	88515734	1,190.01	03/14/22	Vendor Direct	Cleared
P22031101 - 4991960	Kelly Services	581088	\$ 392.00	03/14/22	Check	Cleared
P22031101 - 4991937	Office Essentials	Multiple	\$ 112.58	03/14/22	Check	Cleared
P22031101 - 4991964	S&H Parking Systems	682	1,125.00	03/14/22	Check	Uncashed
P22031101 - 4991974	Thomeczek&Brink LLC	12455	\$ 294.00	03/14/22	Check	Cleared
P22031101 - 4991968	Traci Behrens	622466	\$ 77.95	03/14/22	ePayment	Cleared
P22031001 - 4375844	Coaches Insider	E2473528-0001	\$ 69.00	03/11/22	Check	Uncashed
P22031001 - 4375851	EB Employee Solutions	80699	1,542.00	03/11/22	Check	Cleared
P22031001 - 4375829	Holiday World Music Festival	Multiple	\$ 400.00	03/11/22	Check	Cleared
P22031001 - 4375854	Jessica Maybearry	620374	\$ 203.69	03/11/22	ePayment	Cleared
P22031001 - 4375864	Ladue High School	april 23 2022	\$ 80.00	03/11/22	Check	Cleared
P22031001 - 4375866	Rebecca Thompson	620229	\$ 50.90	03/11/22	ePayment	Cleared
P22031001 - 4375848	Swing Baseball Inc.	02/09/2022	1,650.00	03/11/22	Check	Cleared
P22031001 - 4375868	Whitfield School	1/8/2022	\$ 562.50	03/11/22	Check	Cleared
P22031001 - 4375832	Impact Networking	Multiple	1,056.00	03/10/22	Vendor Direct	Cleared
P22022301 - 0313421	Lotus Us Llc	1029	\$ 435.00	03/10/22	ePayment	Cleared
P22030701 - 3366733	American Burglary and Fire, Inc.	R1477018	2,268.00	03/08/22	Check	Cleared
P22030701 - 3366717	Andrea Neudorf	621241	\$ 6.59	03/08/22	ePayment	Cleared
P22030101 - 1779924	BSN Sports LLC	915743197	\$ 140.00	03/08/22	Vendor Direct	Cleared
P22030701 - 3366713	Catherine Van Winkle	Multiple	\$ 870.95	03/08/22	ePayment	Cleared
P22030701 - 3366721	Debra Weaver	621434	1,056.00	03/08/22	ePayment	Cleared
P22030701 - 3366725	Emily C Mulligan	621066	\$ 14.99	03/08/22	ePayment	Cleared
P22021501 - 8291730	First Student,Inc	9374272	\$ 592.00	03/08/22	Check	Cleared
P22030701 - 3366727	Laclede Cab	2807-032	\$ 885.50	03/08/22	Check	Cleared
P22030701 - 3366719	Royal Papers Inc.	150245	\$ 36.75	03/08/22	Check	Cleared
P22030701 - 3366729	S&H Parking Systems	681	\$ 950.00	03/08/22	Check	Uncashed
P22030701 - 3366731	Zokirjon Mirzoev	621821	\$ 427.65	03/08/22	ePayment	Cleared
P22021501 - 8291728	Southwest Foodservice Excellence	22011193SM	\$ 502.20	03/07/22	ePayment	Cleared
P22021501 - 8291726	Blue Technologies	INV346210	\$ 136.56	03/04/22	ePayment	Cleared
P22030201 - 2196591	Blue Technologies	INV345705	\$ 495.91	03/04/22	ePayment	Cleared
P22030201 - 2196554	First Student,Inc	9375199	\$ 592.00	03/03/22	Check	Cleared
P22030201 - 2196562	Heidi Abbott	620730	\$ 56.93	03/03/22	ePayment	Cleared
P22030201 - 2196559	Jody Shaffer	620525	\$ 24.99	03/03/22	ePayment	Cleared
P22030201 - 2196587	Lindbergh Commercial Services Inc.	24387	\$ 237.50	03/03/22	Check	Cleared
P22030201 - 2196567	Metropolitan St Louis Sewer (Fyler)	1004834-6..	\$ 145.60	03/03/22	Check	Cleared
P22030201 - 2196570	Metropolitan St. Louis	100483	\$ 763.00	03/03/22	Check	Cleared
P22030201 - 2196545	Royal Papers Inc.	Multiple	\$ 247.82	03/03/22	Check	Cleared
P22030201 - 2196581	Zokirjon Mirzoev	620472	\$ 851.30	03/03/22	ePayment	Cleared
P22030101 - 1779920	3AM Secure Services, LLC	022522GSA	2,790.00	03/02/22	ePayment	Cleared
P22030101 - 1780702	6651 Gravois LLC	2022-03-02	40,746.22	03/02/22	ePayment	Cleared
P22030101 - 1779910	Alexandra Robinson	620193	\$ 10.00	03/02/22	ePayment	Cleared
P22030101 - 1779914	Gobilda	SI-1126097	\$ 441.53	03/02/22	Check	Cleared

CONFIRMATION #	VENDOR	INVOICE #	PAYMENT AMOUNT	PROCESS DATE	PAYMENT TYPE	PAYMENT STATUS
P22042901 - 7522731	Burnes Citadel Security Co	170264	\$ 233.25	04/29/22	Vendor Direct	Processed
P22042701 - 6790508	3AM Secure Services, LLC	042022GSA	2,960.00	04/28/22	ePayment	Processed
P22042701 - 6790485	Ana Juricic	628674	3,000.00	04/28/22	ePayment	Processed
P22042701 - 6790478	Andrew J. Bieser	3312022	1,320.00	04/28/22	Check	Sent
P22042701 - 6790490	Bilal Gurses	628723	\$ 539.00	04/28/22	ePayment	Processed
P22042701 - 6790492	Clayton High School Athletics	april 22, 2022	\$ 250.00	04/28/22	Check	Sent
P22042701 - 6790480	Ita Pumpfrey	629026	\$ 43.81	04/28/22	ePayment	Processed
P22042701 - 6790494	Jessica Maybearry	629062	\$ 65.72	04/28/22	ePayment	Processed
P22042701 - 6790496	John Burroughs School	4162022	\$ 85.00	04/28/22	Check	Sent
P22042701 - 6790514	Kelly Services	601043	\$ 392.00	04/28/22	Check	Sent
P22042701 - 6790499	Marcus D. Oaks	628464	\$ 21.98	04/28/22	Check	Sent
P22042701 - 6790503	Margaret W. Wong & Associates Co., L.P.	A04/25/2022	\$ 500.00	04/28/22	Check	Sent
P22042701 - 6790522	Missouri Central School Bus	360-03064	\$ 403.70	04/28/22	Check	Sent
P22042701 - 6790426	Office Essentials	Multiple	1,131.97	04/28/22	Check	Sent
P22042701 - 6790460	Orkin	Multiple	\$ 300.00	04/28/22	Check	Sent
P22042701 - 6790467	Royal Papers Inc.	Multiple	4,384.79	04/28/22	Check	Sent
P22042701 - 6790487	Avi Systems Inc.	88794141	3,383.00	04/27/22	Vendor Direct	Cleared
P22042701 - 6790510	Cognia	50005932	1,200.00	04/27/22	Vendor Direct	Sent
P22042701 - 6790520	LAMP	88979	\$ 64.20	04/27/22	Vendor Direct	Sent
P22042701 - 6790464	The Home Depot	Multiple	\$ 826.16	04/27/22	Vendor Direct	Sent
P22042501 - 6081907	Brittany E. Park	628982	\$ 678.00	04/26/22	ePayment	Cleared
P22042501 - 6082341	EB Employee Solutions	81770	1,542.25	04/26/22	Check	Check Issued
P22042501 - 6081901	Enisa Sahbegovic	628414	\$ 35.94	04/26/22	ePayment	Cleared
P22042501 - 6081903	Rebecca Mana	626083	\$ 90.00	04/26/22	ePayment	Cleared
P22042501 - 6081905	Stacey Launius	626627	\$ 100.00	04/26/22	ePayment	Cleared
P22042201 - 5677923	Donald C. Conner	610742	\$ 374.30	04/25/22	ePayment	Cleared
P22042201 - 5677925	Ihsan Demirezen	627791	\$ 312.00	04/25/22	ePayment	Cleared
P22042201 - 5677928	Kelly Services	597960	\$ 98.00	04/25/22	Check	Check Issued
P22041501 - 3913494	Office Essentials	WO-111791-1	\$ 81.02	04/25/22	Check	Check Issued
P22042201 - 5677918	Patricia Westermayer	Multiple	1,387.50	04/25/22	ePayment	Cleared
P22042201 - 5677942	Royal Papers Inc.	158698	2,050.33	04/25/22	Check	Check Issued
P22042001 - 4929128	BetterLesson	NV370	4,500.00	04/22/22	Check	Check Issued
P22042101 - 5291983	Jan-Pro Of St. Louis	109909	21,362.00	04/22/22	ePayment	Cleared
P22042201 - 5677938	LAMP	91957	\$ 77.16	04/22/22	Vendor Direct	Cleared
P22032901 - 8982698	UChicago Impact LLC	Multiple	4,800.00	04/22/22	ePayment	Cleared
P22042001 - 4929026	3AM Secure Services, LLC	Multiple	11,780.00	04/21/22	ePayment	Cleared
P22042001 - 4929070	Andrea Neudorf	627895	\$ 56.91	04/21/22	ePayment	Cleared
P22042001 - 4929037	Axiom Design Engraving	Multiple	\$ 61.50	04/21/22	ePayment	Cleared
P22042001 - 4929052	Bilal Gurses	Multiple	\$ 476.61	04/21/22	ePayment	Cleared
P22032301 - 7658382	Blue Technologies	INV355261	\$ 392.82	04/21/22	ePayment	Cleared
P22042001 - 4929119	Concept Schools, NFP	2022-04-26	165,000.00	04/21/22	ePayment	Cleared
P22042001 - 4929073	Eduspire Solutions LLC	3502	\$ 916.44	04/21/22	ePayment	Cleared
P22042001 - 4929079	Jackie Parker	626261	\$ 53.27	04/21/22	ePayment	Cleared
P22042001 - 4929083	Laclede Cab	2807-035	1,113.75	04/21/22	Check	Cleared
P22042001 - 4929086	Lauren Stephenson	623103	\$ 36.45	04/21/22	ePayment	Cleared
P22042001 - 4929088	Marcus D. Oaks	627986	\$ 15.98	04/21/22	Check	Check Issued
P22042001 - 4929091	Matthew Swain	627913	\$ 19.99	04/21/22	ePayment	Cleared
P22042001 - 4929062	PSAT	Multiple	1,088.00	04/21/22	Check	Cleared
P22041501 - 3913492	REINHOLD ELECTRIC INC.	251244	2,257.00	04/21/22	Vendor Direct	Cleared
P22042001 - 4929096	Renata Stinebrook	627419	\$ 80.00	04/21/22	ePayment	Cleared
P22042001 - 4929100	Rockwood Summit High School	1002	\$ 350.00	04/21/22	Check	Check Issued
P22042001 - 4929104	Sheri Dowis	627909	\$ 39.50	04/21/22	ePayment	Cleared
P22042001 - 4929108	Stephanie Lenhardt	625961	\$ 170.72	04/21/22	ePayment	Cleared
P22042001 - 4929112	The Literacy Link Liruk	04/13/2022	2,100.00	04/21/22	ePayment	Cleared
P22041501 - 3913490	Blue Technologies	INV362802	\$ 245.08	04/20/22	ePayment	Cleared
P22042001 - 4929124	Burnes Citadel Security Co	170154	\$ 151.50	04/20/22	Vendor Direct	Cleared
P22041901 - 4589142	Harris Living Trust Trt	2022-04-28	13,440.77	04/20/22	ePayment	Cleared

P22041901 - 4589140	KPM CPAs	49855	4,312.00	04/20/22	Check	Cleared
P22041201 - 2757550	Office Essentials	WO-110168-1	\$ 47.70	04/20/22	Check	Cleared
P22041901 - 4589146	St. Louis City Cust# 2160	2022-04-28	13,500.00	04/20/22	Check	Cleared
P22041501 - 3913472	Cengage Learning	76291702	2,492.44	04/18/22	ePayment	Cleared
P22041501 - 3913484	Office Essentials	OE-15141-1	\$ 14.47	04/18/22	Check	Cleared
P22041501 - 3913480	PSRSSTL	3312022	194,962.98	04/18/22	Check	Cleared
P22041501 - 3913486	Royal Papers Inc.	158276	\$ 325.00	04/18/22	Check	Cleared
P22041501 - 3913476	Saint Louis University	Spring 2022	9,090.00	04/18/22	Check	Cleared
P22041501 - 3913488	SportSprint	363669	3,704.00	04/18/22	Check	Cleared
P22041501 - 3913474	Sukru Kaya	627184	\$ 92.50	04/18/22	ePayment	Cleared
P22041501 - 3913482	Syke	7196	\$ 634.00	04/18/22	Check	Check Issued
P22041501 - 3913470	CDS OFFICE TECHNOLOGIES	INV1446181	1,209.70	04/15/22	Vendor Direct	Cleared
P22041301 - 3113541	Caroline Ronzio	626783	\$ 137.94	04/14/22	ePayment	Cleared
P22041301 - 3113543	Southwest Foodservice Excellence	22031193	88,949.87	04/14/22	ePayment	Cleared
P22041301 - 3113547	Traci Behrens	627144	\$ 55.68	04/14/22	ePayment	Cleared
P22041301 - 3113531	USA Test Prep	CI-002977	\$ 551.20	04/14/22	Check	Cleared
P22041201 - 2757545	Anne Knese	627343	\$ 145.00	04/13/22	ePayment	Cleared
P22041201 - 2757548	Lauren Stephenson	625580	1,043.44	04/13/22	ePayment	Cleared
P22040801 - 1861238	Redeemer Evangelical Church	1022	\$ 600.00	04/13/22	Check	Cleared
P22041101 - 2480022	Amra Alibasic	626557	\$ 119.99	04/12/22	ePayment	Cleared
P22041101 - 2480016	Ita Pumpfrey	625096	\$ 234.68	04/12/22	ePayment	Cleared
P22041101 - 2480020	Kelly Signs And Graphics	16177	\$ 700.00	04/12/22	Check	Cleared
P22040101 - 0059898	Office Essentials	WO-105246-1	\$ 146.38	04/12/22	Check	Cleared
P22041101 - 2480024	Staples Advantage	3492692406	1,024.20	04/11/22	Vendor Direct	Cleared
P22040701 - 1797015	6651 Gravois LLC	2022-04-08	40,746.22	04/08/22	ePayment	Cleared
P22040801 - 1861228	Debra Weaver	625886	\$ 126.00	04/08/22	ePayment	Cleared
P22040801 - 1861234	EB Employee Solutions	82806	1,552.20	04/08/22	Check	Cleared
P22040801 - 1861230	Laclede Cab	2807-034	1,533.62	04/08/22	Check	Cleared
P22040801 - 1861225	Royal Papers Inc.	Multiple	1,436.03	04/08/22	Check	Cleared
P22040801 - 1861232	Sarah E Burk	625084	\$ 28.33	04/08/22	ePayment	Cleared
P22040801 - 1861236	Thomeczek&Brink LLC	12465	1,421.00	04/08/22	Check	Cleared
P22040601 - 1199755	Megan Nivin	626468	\$ 131.00	04/07/22	ePayment	Cleared
P22040601 - 1199753	Nottelmann Music Co.	672025	\$ 55.00	04/07/22	Check	Cleared
P22040601 - 1199757	Office Essentials	WO-106993-1	\$ 14.40	04/07/22	Check	Cleared
P22040601 - 1199759	Royal Gasimov	624116	\$ 143.76	04/07/22	ePayment	Cleared
P22040501 - 0833268	Allrise Elevator Company, Inc.	21432	\$ 992.25	04/06/22	ePayment	Cleared
P22040501 - 0833258	Amra Alibasic	Multiple	\$ 236.12	04/06/22	ePayment	Cleared
P22040501 - 0833270	Bendler Boiler Mechanical Co.	30995	1,104.41	04/06/22	Check	Cleared
P22040501 - 0833272	Elite Sportswear	10727726	\$ 162.93	04/06/22	Check	Cleared
P22040501 - 0833274	Ihsan Demirezen	624093	\$ 76.37	04/06/22	ePayment	Cleared
P22040501 - 0833276	International Institute of Metropol.STL	4255	\$ 84.15	04/06/22	Check	Cleared
P22033001 - 9501762	J.W. Pepper & Son, Inc.	364183209	\$ 90.00	04/06/22	Check	Cleared
P22040501 - 0833263	Lindbergh Commercial Services Inc.	Multiple	\$ 633.26	04/06/22	Check	Cleared

## Education Management Agreement

This Revised Education Management Agreement (the "**Agreement**") is executed as of this ...4<sup>th</sup>.. day of **May, 2022**, by and between Concept Schools NFP ("**Concept**"), an Illinois non-profit corporation and Gateway Science Academy of Saint Louis ("**GSA**"), a Missouri non-profit corporation.

WHEREAS, both Concept and GSA have qualified as tax-exempt organizations under Section 501(c) (3) of the Code;

WHEREAS, GSA has been granted a charter (the "**Charter**") to organize and operate a charter school (the "**School**"), **by Missouri Charter Public School Commission** (the "**Sponsor**") pursuant to the State of Missouri Charter Schools Law, as amended (the "**Charter Schools Law**");

WHEREAS, GSA and the **Sponsor** entered into a Grant of Charter and Charter School Agreement dated as .....(the "**Charter Agreement**"), which sets forth certain terms and conditions of the Charter and which may be amended from time to time;

WHEREAS, GSA is governed by a Board of Directors (the "**GSA Board**");

WHEREAS, GSA and Concept are mentioned as the "**Parties**"

WHEREAS, Concept desires to provide management services to GSA;

**WHEREAS, Concept assigns a Superintendent (the "Superintendent") in order to oversee the school operations and ensure the successful implementation of the Concept model. The Superintendent is employed by Concept and reports to both Concept and the GSA Board.**

WHEREAS, GSA and Concept now desire to enter into this Agreement to govern their relationship beginning retroactively by July 01, 2015 (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 this Agreement, the term of this Agreement (the "**Term**") shall be effective on the Effective Date and continue until the end of the Charter Agreement.
- b. **Extensions:** This Agreement will automatically renew for additional, successive terms commensurately with the Charter Agreement unless one party notifies the other party on or before the April 1st prior to the expiration of the then-current term of its intention to not renew this Agreement. Notwithstanding the foregoing, in no event shall the Term extend beyond the term of the charter granted to GSA, as such charter may be extended from time to time (as indicated in item 8 and 9 of this agreement).

## **2. Responsibilities.**

Concept assigns Superintendent to ensure the successful implementation of the Concept model. Superintendent oversees the school principal and major school business operations. Superintendent may at the request of the GSA Board represent the School in front of state departments of education, authorizers/sponsor, and any other parties. Superintendent shall report to the GSA Board and in regards to managerial duties shall report to Concept Schools. Superintendent shall always seek the best interest of the School in any case.

Provision of Services: Concept shall provide the services described herein (the "Services") to GSA subject to the direction, oversight and policies of GSA, and the requirements of the Charter Agreement and the Charter Schools Law to the extent applicable to such Services. Regardless of the Services provided by Concept under this Agreement, GSA remains responsible and liable in all respects for the administration of its Charter School. In this respect, Concept in no way serves as a joint or co-employer with GSA. Concept has no obligation to provide any Service that is not specifically listed below, unless otherwise agreed upon by both parties **in writing**.

- a. Concept shall provide consulting and liaison services with the Sponsor and other governmental and quasi-governmental offices and agencies to ensure that GSA may continue its operation.
- b. Concept shall prepare and submit a recommended annual projected budget for the academic year, in reasonable detail, to GSA for the School on or before June 30 of each year. GSA must approve such budget before August 1st in order for Concept to manage it.
- c. All school personnel ("GSA Employees") are exclusively employed by GSA. GSA retains the exclusive authority for making any employment-related decisions including but not limited to hiring, firing, promotion, work assignment, compensation, evaluation, discharge, or other disciplinary decisions regarding GSA Employees excluding school principal and assistant principal (if any). The school principal and assistant principal will be assigned by mutual agreement of the parties. GSA is solely responsible for determining what (if any) salaries, fringe benefits, employment taxes and other employment related costs. Notwithstanding the foregoing, Concept will provide consultation and recommendation for advertising, interviewing, hiring and firing, transferring, discharging and/or disciplining employees, including international employees.
- d. Concept shall monitor whether GSA Employees (collectively, the "School Employees") meet all local, state, and federal regulations related to school personnel and will complete a background check in accordance with the Charter Agreement and public-school policies for all School Employees.
- e. Concept shall make recommendations regarding staffing needs at the School, revisions to position descriptions, and employment contracts for all School Employees. GSA remains solely and exclusively responsible for determining what (if any) of these recommendations will apply to School Employees.

- f. Concept shall monitor whether GSA complies with all applicable federal and state laws, concerning School Employee welfare, safety and health, including, without limitation, the requirements of federal law for a drug free workplace.
- g. Concept shall monitor whether GSA complies with all applicable federal and state laws and regulations concerning the maintenance and disclosure of employee records for School Employees.
- h. Concept shall monitor GSA's compliance with all applicable state and local civil rights laws and assess whether GSA 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, or sexual orientation in its recruitment, selection, training, utilization, termination or other employment-related activities.
- i. Except to the extent expressly waived by state authorities, Concept shall, and shall cause its officers and employees to, (A) comply with the Charter Schools Law, the Charter Agreement, and all applicable federal and state laws, concerning the maintenance and disclosure of student records, and (B) comply with the Family Educational Rights and Privacy Act, provided that Concept acknowledges that such records are property of GSA, that Concept has no rights in such records whatsoever, that it shall maintain such records on behalf of GSA and may use such records only in connection with its duties under this Agreement, and that it will follow GSA's instructions in connection with such records. Based on the foregoing, GSA hereby designates employees of Concept as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act.
- j. Concept shall provide the coordination, communication, and leadership in order to ensure continuity, quality, effectiveness, and conformity with the terms of the contract by employing an incumbent in the positions of the Superintendent and the Treasurer. GSA acknowledges and agrees that, by entering into this contract, the Concept-employed Superintendent and Treasurer shall be assigned and empowered as the school Superintendent and the Treasurer with the authority to perform all School duties and responsibilities. Notwithstanding the forgoing, 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.
- k. Concept shall set the calendar for the academic year and shall ensure the following:
  - i) that the School open in August and continue until June,
  - ii) that the academic year consist of minimum 185 school days, provided that the number of school days must meet or exceed Missouri requirements, and
  - iii) the length of school days at the School must meet or exceed Missouri requirements.
- l. Concept shall determine the size of each school and class according to the School's Charter Agreement, facility, and budget.



- m. Concept shall ensure that GSA enrolls students in full compliance with the requirements of the Charter Agreement and the Charter Schools Law.
- n. Each year Concept shall develop a student recruitment plan working with the Principals of GSA. All the cost associated with such student recruitment shall be incurred by GSA.

**o. Concept shall provide**

- i) A day long teachers' institute and teacher induction at the beginning of the year;
- ii) Principal's professional development twice a year;
- iii) Summer Leadership Summit at the beginning of the year;
- iv) Monthly Superintendent Leadership Seminars;
- v) Trainings in Concept's methods, curriculum, program, and technology for School Employees, including administrators, teachers and support staff through Concept's staff up to twice per year upon request;
- vi) Any additional professional development services required by state or federal law or regulation.
- vii) 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 School\*.

\*Registration fees and additional costs may apply.

- p. Concept shall provide GSA and all of its students at the School with a complete educational program based on (A) the requirements of the Charter Agreement, and (B) the Charter Schools Law, except as may be further required by this Agreement.
- q. Concept shall provide the management and administrative services necessary to implement its educational program at the School.
- r. Concept shall be responsible for and accountable to GSA for the academic performance of students who attend the School, said performance to be measured in accordance with the requirements of the Charter 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.
- s. Concept shall measure the success of the School based on absolute levels of student achievement in terms of test scores, and among other measures, on comparative measures against students in the local school district who have backgrounds and achievement levels similar to the School's students upon their enrollment at the School, and on measures of parent and student satisfaction.
- t. Concept shall provide educational performance data, the efficiency of the operations and any information required by the state, the Charter Agreement, and Charter Schools Law.

- u. Concept shall provide Student Information System (ConceptSIS or any other SIS program) that includes but not limited to

- i) Online student registration and data maintenance
- ii) Student records and employee files management
- iii) Parent access (assignments, discipline, attendance, etc.)
- iv) Report Cards and Transcripts
- v) Student discipline management
- vi) Student/staff/course schedules
- vii) Compliance with state requirements for reporting of student enrollment information
- viii) Attendance, grading, and log book
- ix) Curriculum and lesson planning
- x) Online assessment & data reporting
- xi) Extra-curricular activities management
- xii) Staff performance management
- xiii) E-forms (leave request, reimbursements, purchase request, etc.)
- xiv) Clock in/out system for staff
- xv) Employee attendance management
- xvi) Dashboard for administrators
- xvii) Online Job applications module
- xviii) System alerts

GSA acknowledges that in designating employees of Concept as school officials with a legitimate educational interest in the School 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.

- v. Concept shall develop a variety of extra-curricular\* activities which are critical components to a well-rounded educational experience:

- i) CONSEF - Concept Schools Science & Engineering Fair
- ii) STEM Expo
- iii) MathCON
- iv) RoboCON
- v) Spoken Word Competition
- vi) Writing Contest
- vii) D.E.A.R.
- viii) ALF

- ix) Art Fair
- x) Teacher of the Year
- xi) Concept Young Scholars Program

\*Registration fees and additional costs may apply.

- w. Concept shall develop and coordinate Concept Young Scholars Program (CYSP), 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 Congressional Award Program.
- x. Unless otherwise prohibited, Concept shall manage all GSA financial operations, including but not limited to; payroll, 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.  
Concept shall:
  - i) Prepare and present all financial reports at the GSA Board meetings;
  - ii) Prepare annual budget in coordination with the school administration which shall be approved by GSA Board;
  - iii) Prepare an independently audited annual financial report, as required by the Charter Schools Law not later than what is required by the State;
  - iv) Prepare and submit any other financial and other operational reports relating to the School which may be required pursuant to the Charter Agreement and the Charter Schools Law in accordance with the requirements thereof;
  - v) Maintain all financial books and records;
  - vi) Manage payroll functions in order to ensure efficient operation, as well as creation and maintenance of proper personnel records;
  - vii) Develop purchasing policies and procedures and oversee all purchasing operations including administration of bidding process for major purchases and projects;
  - viii) Apply and manage all federal and state grants including preparation and filing of final expenditure reports.
- y. Provide HR Support services such as benefit administration, employee surveys, revision of employment documents, performance evaluations, and coordination of public records requests.
- z. 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 quarter, GSA 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 quarters, GSA shall be entitled to hire the staff necessary to complete the compliance work for Concept for the next two fiscal quarters, and Concept shall reimburse GSA for all expenses related to the hiring, training, and supervision of these compliance workers.

- aa.** Concept shall ensure that GSA complies with all terms and conditions of any external source funding (e.g., federal and state funds designated for particular purposes such as Title I and special education)
- bb.** Concept shall assist GSA in identifying and applying for grants. Concept shall have the right to apply for and receive grant money on its own or together with GSA, so long as such applications (i) are approved by the GSA Board and (ii) the received funds are utilized for their intended purpose and in a manner consistent with the requirements of the grant. Concept must keep GSA informed prior to any application's submission, at the level of detail that GSA reasonably requests.
- cc.** Concept shall provide guidance in community outreach activities to generate greater awareness and build credibility and positive reputation for the School.
- dd.** Concept shall provide marketing services by designing school brochures, fliers, business cards, letterheads, envelopes, newsletters, program books and invitations and the School's Annual Report.
- ee.** Concept shall (i) provide guidance for the technology plan on a regular basis, (ii) provide web design and hosting services, (iii) advise on the integration of new technology into GSA, and (iv) provide technology support services as may be requested by GSA.
- ff.** Concept shall provide guidance for successful implementation of STEM focused programs such as robotics, GTT, PLTW engineering courses, etc.
- gg.** Concept shall assist (upon request) schools in recruiting hard to find subject area teachers such as Math, Science, Technology, Engineering and Foreign Language.
- hh.** Concept shall assist in coordinating the transition of high school graduates into 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.
- ii.** GSA shall be responsible for coordinating the cleaning, maintenance and operation of the School Facility. Concept shall make reasonable suggestions to GSA regarding potential improvements to the School Facility.
- jj.** Concept shall also coordinate additional programs as may be mutually agreed upon by the parties.

### **3. Tax-Exempt Status.**

Concept acknowledges and agrees that this Agreement is intended to be consistent with GSA's status as a tax-exempt organization and both parties shall interpret this Agreement in such a manner so as to prevent this Agreement from causing GSA from losing its tax-exempt status and, if necessary, shall amend this Agreement in such a manner that will cause it to comply.

#### **4. Intellectual Property.**

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

#### **5. Real and Personal Property.**

Upon termination or expiration of this Agreement by either party for any reason, all real and personal property leased by Concept to the School will remain the real and personal property and leases of Concept, and all other personal property purchased by Concept with the funds provided to Concept by the School will be the personal property of GSA.

#### **6. Subcontracts.**

Subject to approval by the GSA Board, Concept may subcontract services provided to GSA except for the management, oversight, or implementation of the teaching and instructional program.

#### **7. 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 Missouri Charter Schools Law or the Charter Agreement.

#### **8. Fees.**

In consideration of the Services to be provided to GSA by Concept, GSA shall pay Concept a management fee. The management fee will be calculated on an annual basis and will be 10% of the school's total annual revenues **to be paid in monthly installments.**

#### **9. Termination by GSA.**

GSA may terminate this Agreement in the **event** Concept materially breaches this Agreement. Material breach, without limitation, shall include:

- 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 GSA;
- 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 voluntary 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; and
- f) Concept assigns this Agreement without the written consent of GSA.

## **10. Termination Notice.**

If any of the events set forth in Section 9 shall occur, in addition to any other notice required to be delivered under Section 9, GSA may send to Concept written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which GSA is relying for the termination (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 "Termination Date").

## **11. Termination by Concept.**

Concept may terminate this Agreement in the event GSA materially breaches this Agreement. Material breach, without limitation, shall include:

- a) GSA declines to approve hiring of School Principal and Assistant Principal recommended by Concept;
- b) GSA 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;
- c) GSA is liquidated or dissolved;
- d) GSA files a voluntary petition under any federal or state bankruptcy statute;
- e) A third party files an involuntary petition against GSA 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;
- f) GSA fails to pay any fees due to Concept within sixty (60) days of receiving written notice that such fees are overdue, excluding overdue payments resulting from a payment dispute between GSA and any funding entity;
- g) GSA assigns this Agreement without the written consent of Concept; and
- h) Termination of the Charter by the Sponsor.

## **12. Termination Notice.**

If any of the events set forth in Section 11 shall occur, in addition to any other notice required to be delivered under Section 11, Concept may send to GSA written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which Concept is relying for the termination (a "Termination Notice"). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by GSA or another date if mutually agreed in writing (the "Termination Date")

## **13. Duties upon Notice of Termination and Termination.**

Unless otherwise agreed in writing by the parties, the parties agree to continue charter school operations through the end of the academic year (the "**Termination Date**"); provided that GSA continues to pay Concept the Management Fee. Concept's obligations under this Agreement and other expertise shall not cease until the Termination Date. GSA shall pay to Concept all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, Concept shall not impede GSA's continuation of the academic year.

#### **14. Indemnification.**

Except as otherwise stated in this Agreement, GSA agrees to indemnify, defend and hold harmless Concept from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by Concept as a result of any claims, actions or lawsuits brought against Concept as a result of the negligence, recklessness or intentional misconduct of GSA. Likewise, except as otherwise stated in this Agreement, Concept agrees to indemnify, defend and hold harmless GSA from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by GSA as a result of any claims, actions or lawsuits brought against GSA as a result of the negligence, recklessness or intentional misconduct of Concept. This indemnification provision shall survive the termination of this Agreement.

#### **15. Insurance.**

Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the School's Charter Agreement or applicable law). On all policies of commercial general liability insurance carried by a Party, such Party shall name the other Party as additional insured. Anything in this Agreement to the contrary notwithstanding, 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.

#### **16. Relationship of the Parties.**

The parties hereto acknowledge that their relationship is that of an independent contractor. 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 GSA'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 GSA. GSA at all times maintains the right to accept or reject Concept's recommendations.

#### **17. 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.

**18. Headings.**

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

**19. 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 Company, to:

**Attention:** Sedat Duman, CEO/President  
Concept Schools, NFP  
1336 Basswood Rd, Schaumburg, IL 60173  
Facsimile: (847) 824-3382

With a copy to:

Attention: James Powers  
Clark Baird Smith LLP  
6133 N. River Road, Suite 1120  
Rosemont, Illinois 60018  
Tel:847-378-7707  
Fax:847-378-7077

If to the School, to:

Attention: Dr. Tim Bagwell, Board President  
Gateway Science Academy  
6576 Smiley Avenue  
St. Louis, MO 63139  
Phone: 314-932-7513  
Fax: 314-932-7514

With a copy to:

Attention: Robert Bo Thomeszek  
Thomeczek & Brink, LLC  
1120 Olivette Executive Parkway  
Suite 210  
St. Louis, Missouri 63132  
(314) 997-7733  
(314) 997-4888 fax



**20. 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 in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction 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 in such jurisdiction.

**21. 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.

**22. Governing Law.**

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

**23. 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.

**24. Amendment.**

This Agreement may not be modified or amended except by a writing signed by each party hereto.

**25. 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 instrument.

**26. 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.

**GATEWAY SCIENCE ACADEMY OF ST. LOUIS (GSA)**

**By:** \_\_\_\_\_

**Name:**

**Its:**

**CONCEPT SCHOOLS NFP (Concept)**

**By:** \_\_\_\_\_

**Name:** Sedat DUMAN

**Its:** President & CEO