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From:

To: *David Lat*  
*B. Lomas*

# Fax

Office of Community Schools  
25 South Front Street  
Mall Stop 405  
Columbus, Ohio 43215  
Tel.: (614) 466-7058  
Fax: (614) 752-5551

## SUPPORT SERVICES AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of January 1, 2005, by and between Concept Schools, an Illinois non-profit corporation ("Company") and \_\_\_\_\_, an Ohio non-profit corporation ("School").

WITNESSETH:

WHEREAS, the School is organized as a community school under Chapter 3314 of the Ohio Revised Code (the "Code"); and

WHEREAS, the School has entered into a five (5) year Community School Contract with the \_\_\_\_\_ (the "Contract"); and

WHEREAS, the School desires the Company to perform the responsibilities outlined below.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Term:** The term of this Agreement shall be effective on January 1, 2005, and continue for one (1) year. Thereafter, this Agreement will automatically renew for additional, successive one (1) year terms unless one party notifies the other party on or before the February 1st prior to the expiration of the then-current term of its intention to not renew this Agreement.

**2. Contract** The School hereby contracts with the Company, to the extent permitted by law, to provide the School the functions outlined below relating to the provision of educational services and the operation of the School. The Company will provide the School the following services subject to the approval of the School's Board of Trustees:

**A. Human Resources**

- i. update and revise position descriptions,
- ii. prepare employment contracts
- iii. Interviewing, hiring and firing of international teachers;
- iv. Maintaining all such permits, licenses, approvals and authorizations in full force and effect and following any common law and any federal, state, regional, local or foreign law, rule, statute, ordinance, rule, order or regulation necessary to hire the employees.

**B. Professional Development for School Boards**

- v. Ongoing training with respect to obligations of a non-profit Trustee and Community School Trustee.

**C. Professional Development for School Administrators and Teachers**

- vi. Coordination of staff development and teacher certification,
- vii. Establishment of new teacher mentoring plan, establishment of conflict resolution program
- viii. Coordinate ongoing teacher training with respect to technology;
- ix. Training of employees, including the School principal, teachers and assistants through the services of the Company's professional and curriculum development staff;
- x. The Company shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non instructional personnel shall receive such training as the Company determines to be reasonable and necessary under the circumstances.

**D. Accreditation and Recognition (including Contract renewal)**

- xi. Consulting and liaison services with the Ohio Department of Education and other governmental and quasi-governmental offices and agencies to make sure School is accredited and have a sponsor to continue its operation.

**E. Strategic Planning**

- xii. Curriculum Development, teaching techniques and testing;
- xiii. Curriculum and program development.

**F. Grant Writing**

- xiv. Assistance in identifying and applying for grants;
- xv. The Company, from time to time hereafter, may apply for available grants in the name of the School, which will (A) provide additional funding to the School, (B) aid the School in fulfilling the terms of the Contract and/or (C) provide additional services and programs to the students;
- xvi. Prior to the application for any grant funds, the Board of Trustees shall review and approve any grant application including any fees to be paid to the Company.

**G. After School Program Design**

- xvii. Coordination of summer school and before/after school programs.
- xviii. The provision of such additional programs as may be mutually agreed upon by the School and the Company.

**H. Technology Support**

- xix. Amending and updating technology plan.
- xx. Web design and hosting;

- xxi. Advise on integration of technology into the School; and
- xxii. Other support services that may be requested.

**I. Database Management**

- xxiii. Quality data tracking, tying together all school data as the Company's system is developed; and
- xxiv. Periodic reports on student performance, subject to the laws governing individual confidentiality.

**J. Facility Management**

- xxv. Location and design, coordination of contractor services,
- xxvi. Make reasonable improvements suggestion in the School Facility as needed for the School's operations and the safety, health and welfare of the School's students; and
- xxvii. Locating maintenance/custodial services;

**K. Marketing materials**

- xxviii. Drafting of operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), as approved or requested by the Board of Trustees.

**L. Curriculum Development**

- xxix. Monitoring and reviewing; evaluation of assessments accountability systems
- xxx. Coordination of standardize testing;
- xxxi. Update and revise policies and procedures in accordance with amendments to laws, regulations and/or policies,

xxxii. Develop gifted education and special education plans

**M. PR Services**

xxxiii. Development and implementation of newspaper and radio advertisements.

xxxiv. Drafting of press releases, as approved or requested by the Board of Trustees.

**N. Purchasing Services**

xxxv. Company shall purchase or lease on behalf of the School requested furniture, computers, software, equipment, and other personal property necessary for the operation of the School; and

xxxvi. Company shall provide access to supply sources so the School can obtain centralized purchasing discounts where applicable and available.

**3. Responsibility:** In providing services required by this Agreement, the Company must observe and comply with all applicable federal, state and local statutes, and the Articles of Incorporation of the School, including, but not limited to, the requirement that the School maintain tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986. The Company shall be responsible and accountable to the School's Board of Trustees for the administration, operation and performance of the School in accordance with the School's Contract to operate the School.

**4. Subcontracts:** Subject to approval by the Board of Trustees, the Company may subcontract services provided to the School.

**5. Authority:** The Company 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 law.

**6. Fees:** All fees payable hereunder shall, at the Company's option, be made via

electronic funds transfer. The School shall cooperate with the Company to set up and establish necessary accounts and procedures such that the School shall automatically transfer ten Percent (10%) of the funds received from the State when such funds are immediately available in the School's accounts.

**7. Termination by the School:** The School may terminate this Agreement in the event the Company materially breaches this Agreement or the Contract and the Company does not cure said material breach within sixty (60) days of its receipt of written notice from the School, unless said breach cannot reasonably be cured within said sixty (60) day period, in which case, the Company shall promptly undertake and continue efforts to cure said material breach within a reasonable time. Material Breach, without limitation, shall include:

- a. The Company files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
- b. Failure to meet any of the material terms of the Contract.
- c. The parties agree in writing to terminate the Agreement.
- d. In the event the Company assigns this Agreement, the School may terminate this Agreement at the end of the then-current term of this Agreement on or before June 30th of that then-current term.

**8. Termination by the Company:** The Company may, at its option, terminate this Agreement in the event that the School materially breaches this Agreement, and the School does not cure said material breach within sixty (60) days of its receipt of written notice from the Company, unless said breach cannot reasonably be cured within said sixty (60) day period, in which case, the School shall promptly undertake

and continue efforts to cure said material breach within a reasonable time. Material Breach, without limitation, shall include:

- a. The School files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, has its Contract terminated or not renewed, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
- b. The parties agree in writing to terminate the Agreement.
- c. The School fails to pay any fees due to the Company within 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.
- d. The School's assignment or attempted assignment of this Agreement without the prior written consent of the Company.
- e. Termination of the Community School Contract by the School or the Sponsor.

**9. Duties Upon Notice of Termination and Termination:** Unless otherwise agreed in writing by the parties, in the event that the School notifies the Company of its intent not to renew this Agreement as provided in Paragraph 1 above, or the School receives notice from Sponsor of its intention to terminate the School's Community School Contract, the parties agree to continue School operations through the end of the School year or June 30th, whichever date is sooner ("Termination Date"); provided that the School continues to make the payments provided for in Section 6. The Company's obligations under this Agreement and other expertise shall not cease until the Termination Date. The School shall pay to the Company all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, the Company shall not impede the School's continuation of the academic year.

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

**11. 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 or joint venture between the parties.

**12. 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.

**13. Captions:** Paragraph captions are used herein for reference only and are not intended, nor shall they be used, in interpreting this instrument.

**14. 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: Concept Schools

1881 Commerce Drive Suite:112

Elk Grove Village, IL 60007

Attention: Ergun Koyuncu

Facsimile: (847) 640-7250

With a copy to:

If to the School, to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Facsimile: \_\_\_\_\_

With a copy to: Mr. Arthur L. Clements, III

Chriszt McGarry Co., LPA

Cort Shoe Building, 4th Floor

1265 W. 6th Street

Cleveland, Ohio 44113

Facsimile: 216- 861-8180

**15. Severability:** The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

**16. 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.

**17. Governing Law:** This Agreement shall be governed by and construed in

accordance with the laws of the State of Ohio.

**18. Assignment: Binding Agreement.** Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Company may assign this Amended Agreement to a similarly situated and qualified affiliate without the consent of the School so long as such an assignment would not invalidate the School's community school contract with the \_\_\_\_\_. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

**20. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

\_\_\_\_\_

By: \_\_\_\_

Its: \_\_\_\_\_

COMPANY:

Concept Schools

By:

Its: \_\_\_\_\_