

**Education Management Agreement Between Milwaukee Math and  
Science Academy and MAESTRO Schools**

THIS EDUCATION MANAGEMENT AGREEMENT (the "**Agreement**") is executed as of this 4th day of February, 2020, (the "**Effective Date**") by and between MAESTRO Education LLC ("**MAESTRO**"), an Illinois limited liability company and Milwaukee Math and Science Academy ("**MMSA**"), a Wisconsin non-profit corporation.

WHEREAS, MMSA has qualified as a tax-exempt organization under Section 501(c)(3) of the Code;

WHEREAS, MMSA has been granted a charter (the "**Charter**") to organize and operate a charter school (the "**School**"), located at 110 W Burleigh St, Milwaukee, Wisconsin by the Wisconsin Department of Public Instruction (the "**Wisconsin Department of Public Instruction**") pursuant to the State of Wisconsin Charter Schools Law, as amended (the "**Charter Schools Law**");

WHEREAS, MMSA and the City of Milwaukee (authorizing body) enter into a Grant of Charter and Charter School Agreement (the "**Charter Agreement**"), which sets forth certain terms and conditions of the Charter and which may be amended from time to time;

WHEREAS, MMSA is governed by a Board of Directors (the "**MMSA Board**"), which is responsible for overseeing the operations of MMSA;

WHEREAS, MAESTRO desires to provide services to MMSA;

WHEREAS, MMSA and MAESTRO now desire to enter into this Agreement to govern their relationship;

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 for one (1) year.

(b) Extensions: This Agreement will automatically renew for additional, successive one (1) year terms unless one party notifies the other party on or before the six (6) months 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 MMSA, as such charter may be extended from time to time (as indicated in item 8 and 9 outlined in pages 14-15.)

2. **MAESTRO Administrative Office.** MAESTRO agrees to maintain administrative offices in the facility of the School (the "**School Facility**")

3. **MAESTRO's Responsibilities.**

(a) Provision of Services: MAESTRO shall provide the services described herein (the "Services") to MMSA subject to the direction, oversight and policies of MMSA, and the requirements of the Charter Agreement and the Charter Schools Law to the extent applicable to such Services. Any responsibility of MMSA that is not specifically designated to MAESTRO herein shall be assumed to remain the responsibility of MMSA unless otherwise agreed upon by both parties.

(b) Services to MMSA as Charter Holder

(i) MAESTRO shall provide to MMSA ongoing training programs throughout each academic year with respect to the obligations of a non-profit director and charter school director.

(ii) MAESTRO shall provide consulting and liaison services with the Authorizing Body and other governmental and quasi-governmental offices and agencies to ensure that MMSA may continue its operation all under the direction of the MMSA board.

(iii) Budget. MAESTRO shall prepare and submit an annual projected budget for the academic year, in reasonable detail, to MMSA for the School on or before June 30 of each year. MMSA must approve such budget before MAESTRO may receive its Management Fee (as defined in Section 7).

(iv) MAESTRO shall provide a detailed annual report.

(c) Personnel

(i) All school personnel other than the Principal and MAESTRO representatives shall be mutually selected by the Board of Directors of MMSA. The School's principal(s) shall be employees of MMSA ("MMSA Employees"). MMSA shall compensate all such employees according to MMSA's compensation policies, which may include performance-based incentives. MMSA shall pay for the salaries, fringe benefits, employment taxes and other employment related costs and expenses for all MMSA Employees. MAESTRO shall assign representative(s) to assist with the day-to-day operations of MMSA, and these representatives shall be employees of MAESTRO, therefore, be fully compensated by MAESTRO.

(ii) MAESTRO shall ensure that all MMSA 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. No employees will be hired without receipt or negative criminal background check and verification of appropriate credentials or certifications for the position. MAESTRO strongly encourages to actively recruit and hire teaching staff that reflect the demographics of the student body.

(iii) MAESTRO shall determine staffing levels at the School within budgetary parameters, update and revise position descriptions, and prepare employment contracts for all School Employees.

(iv) MAESTRO shall provide to all School Employees (i) training in its methods, curriculum, program, safety and technology to all teaching personnel at the School on a regular basis, (ii) training to new teaching personnel prior to the commencement of each academic year, and (iii) ongoing professional development programs throughout each academic year, provided that such training and development may be held onsite or offsite, at locations selected by MAESTRO.

(v) MAESTRO shall comply with (and shall assist MMSA with its compliance) 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.

(vi) MAESTRO shall comply with (and shall assist MMSA with its compliance) all applicable federal and state laws and regulations concerning the maintenance and disclosure of employee records for School Employees.

(vii) MAESTRO shall not illegally discriminate 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, union affiliation, or sexual orientation in its recruitment, selection, training, utilization, termination or other employment-related activities.

(d) Attendance Days; School Days; School Week. MAESTRO 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 approximately 200 school days, provided that the number of school days meet or exceed Wisconsin requirements and be approved in advance by MMSA, and (iii) that the normal school week shall consist of, on average, four seven and one-half (7.5) hour days and one six hour day, no school day of less than four hours, and an average of 35 hours of weekly attendance, provided the length of school days at the School meet or exceed Wisconsin requirements and must be approved in advance by MMSA.

(e) Maximum Class Size. MAESTRO shall determine the size of each class for the School. MAESTRO shall ensure that no class contains more than thirty (30) students.

(f) Admissions and Enrollment. MAESTRO shall be responsible for admissions and enrollment. MAESTRO shall adhere to the following:

(i) Enrollment shall be open to all students, as determined by MMSA and in accordance with the Charter Agreement and Charter Schools Law.

(ii) To enroll, a child's parents/guardians must complete a MMSA application.

(iii) A lottery shall be held in May for the immediately succeeding academic year.

(iv) In order for an application to be included in the lottery, it must be received in the manner designated on the Friday immediately preceding the date of the lottery.

(v) Applications that are received after the relevant lottery date shall be assigned a place in the School or on the waiting list that is behind all who applied in timely fashion, on a first-come, first-served basis.

(vi) Students who are attending the School at the time of the lottery need not participate in the lottery and shall be allowed to fill any "open" seats before the admission of any students through the lottery so long as they timely complete an "intent to return form."

(vii) The applications of siblings of students who are currently enrolled at the School are given preference to any "open" seats.

(viii) "Open" seats in each grade level are determined for the academic year in March, after "intent to return forms" are completed by currently enrolled students.

(ix) If there are more applicants than space available in any given grade, all students not accepted in the lottery will be placed on a waiting list. After a certain date set up by MMSA, enrollment will be closed and the waiting list purged. The waiting list will not carry over from year to year, and a new student application must be filled out annually if parents wish to enroll their student for subsequent academic years.

(x) Once a student enrolls in MMSA, if a parent wishes to withdraw the student from MMSA, the parent must fill out a withdrawal form that will contain the name of the school to which the student is transferring. The form must then be signed by the student's parent/guardian. The student's file will be sent to MAESTRO, and MAESTRO office staff will confirm that the student has withdrawn from MMSA and will make the necessary changes in the Student Information System. If records are requested from their recent school, MAESTRO staff will be responsible for sending records in a timely fashion.

(xi) Siblings of students currently enrolled at the School are given preference when applying to the School. Sibling preference is not a guarantee of acceptance. If there are more siblings interested in attending than there are open seats, the siblings shall be placed in a random lottery and accepted in the order indicated by the lottery. Sibling preference will only be granted if the application is received by the lottery deadline. No preference shall be given to applications for siblings received after the deadline. All student records shall be kept at the new school.

(xii) MAESTRO shall only enroll students in full compliance with the requirements of the Charter Agreement and the Charter Schools Law.

(xiii) If a student who applied to and was admitted to the School is found in violation of residency or age requirements, MAESTRO will inform the principal(s) within 48 hours of discovery, and the principal(s) shall have such student removed from the School immediately.

(g) Recruiting. MAESTRO shall be responsible for the recruitment of students for the School. Each year MAESTRO shall develop a recruitment plan that shall be approved by the MMSA Board. Such plan shall include, but not be limited to the development and implementation of newspaper and radio advertisements. MMSA shall not incur any recruitment costs other than those listed, if any, in the approved recruitment plan.

(h) Compliance with External Source Funding. In carrying out the Services under this Agreement, MAESTRO shall (i) comply 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), (ii) upon reasonable advance request, provide evidence to MMSA that the School is in compliance with such terms and conditions, and (iii) provide all reports, data, and information reasonably necessary for MMSA to meet any reporting, certification or other requirements for such funding. MAESTROs must comply with all required reporting and requests by Milwaukee Public Schools and comply with state testing requirements.

(i) School Operations.

(i) MAESTRO shall provide MMSA and all of its students at the School with a complete educational program based on (A) school management principles previously presented in writing to MMSA, subject to the overall direction, oversight and policies of MMSA, (B) the requirements of the Charter Agreement, and (C) the Charter Schools Law, except as may be further required by this Agreement.

(ii) MAESTRO shall provide the management and administrative services necessary to implement and operate its educational model program at the School.

(iii) MAESTRO shall operate the School in accordance with the program requirements set forth in this Agreement.

(j) Assessment of Success.

(i) MAESTRO shall be responsible for and accountable to MMSA for the performance of students who attend the School, said performance to be measured in accordance with the requirements of the Charter Agreement and Charter Schools Law. MAESTRO shall coordinate and conduct such testing as is required to permit the evaluations contemplated by each of the foregoing.

(ii) MAESTRO 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. Other measures may include attendance rates, retention rates of students and staff, graduation rates, and percent of students involved in post-secondary education.

(k) Reporting.

(i) Year End and Periodic Reports: MAESTRO shall provide information on the performance of the School and its students to MMSA in an annual academic year-end report (which report shall be submitted to MMSA no later than July 15 of the following academic year), and other such reports as may be required by the Charter Agreement and the Charter Schools Law (including, without limitation, monthly and quarterly financial reports as required by the Charter Agreement), provided that all such year-end reports shall be consistent with monthly and quarterly reports. All such year-end reports shall include a cover letter addressing the following, without limitation:

(A) Student information, broken down by grade level, including:

(1) Number of students served;

(2) Demographic characteristics of students, including with respect to race, percentage that qualify for free lunch, percentage that are English language learners (and what the home language is for such English language learners), percentage of students with disabilities;

(3) Student performance on standardized measures of evaluation;

(B) Faculty/staff information including, where applicable:

(4) Staff, faculty and administration credentials, including such information as college attended, SAT/ACT scores, GRE scores where applicable, and performance on applicable teacher exams;

(5) Staff, faculty and administration retention rates within the most recent academic year;

(6) Staff, faculty and administration turn-over between the two most recent academic years; and

(7) Report of professional development during the previous year with respect to frequency, duration, and topics covered.

(ii) Additional Information. MAESTRO shall provide all information regarding the operation of the School and the students at such times and in such manner as MMSA shall reasonably request, including without limitation information relating to MAESTRO's educational performance and the efficiency of the operation of the School during the academic year and any information required by MMSA, the Charter Agreement, and Charter Schools Law. This Section shall survive termination of this Agreement with respect to reports covering periods prior to termination.

(iii) August 1st Deliveries: By August 1st of the academic year, MAESTRO will deliver to MMSA the following documents:

(A) A full description of the curriculum used for each grade to be served during the year, provided any revisions, additions, or deletions have been made to previously submitted documents, which shall include:

(1) Full scope and sequence for each subject to be taught during the academic year;

(2) Curriculum maps that describe content, skills and assessment used in each subject for each grade to be served during the year;

(3) Explanation of vertical and horizontal alignment of the curriculum between and across grade levels and subject matter;

(4) Description of how curriculum in each subject area is aligned to Wisconsin State Learning Standards;

(5) Description of the program to meet the needs of students with disabilities;

(6) Description of the program to meet the needs of English Language Learners (ELL);

(7) A description of the character educational program being implemented including the scope and sequence of such program; and

(8) Description of introduction to meet the social and emotional needs of the children.

(B) Emergency preparedness plan for natural disasters and threats of violence to students, staff and faculty;

(C) A description of the organizational structure of MAESTRO and the School, including names, which description shall include without limitation a description of the responsibilities of each member of the school administrative team, including Regional Directors, Curriculum Coordinators, School Directors, Associate Directors, Team Leaders, Disciplinarians, and any other administrative team members;

(D) A plan describing how the MAESTRO Code of Conduct will be enforced by MAESTRO and school staff, which plan shall include without limitation a description of how staff members, students, and volunteers will be informed of the MAESTRO Code of Conduct;

(F) A copy of the MAESTRO Employee Handbook;

(G) A copy of the Student and/or Parent Handbook;

(H) A description of all fees that will be assessed on parents; including without limitation policies for fees related to school trips, special projects, graduation ceremonies, and other special events, a full plan for how fees will be collected, recorded, and administered, and a plan for the reduction and/or forgiveness of fees for families experiencing economic hardship.

(iv) July 1st Deliveries: By July 1st of the following academic year, MAESTRO will deliver to MMSA a report detailing:

(A) Student performance at each grade level, in each subject;

(B) After school and ancillary activities that occurred at the School during the year; including without limitation the purpose of the activity, the number of students who participated in each activity, how often the activity occurred, and the outcomes; and

(C) Community partnerships, including without limitation the names of the community partners, the frequency of contact, the purpose of the relationship, and the outcomes of the relationship.

(v) School finances. MAESTRO will deliver the following School finance reports as provided below.

Cash Flow Report	On the 7th business day following the close of each Month
YTD Budget vs. Actual Financial Statement	On the 15th business day following the close of each Month
Annual Cash Basis Budget for the Immediately Succeeding Academic Year	June 15th of each year
Annual Accrual Basis Budget with Commentary for the Immediately Succeeding Academic Year	March 15th of each year
Preliminary Annual YTD Budget vs. Actual Financial Summary with Commentary	July 30th of each year

(l) Financial Reports. MAESTRO shall prepare and deliver to MMSA (i) monthly reports on the School's finances to MMSA, which shall include detailed statements of all revenues received, from whatever source, and detailed statements of all direct expenditures for services rendered to or on behalf of the School and students who attend the School, whether incurred on-site or off-site, and which shall be delivered not later than the earlier to occur of (A) the date on which delivery of such report is required pursuant to the Charter Agreement or the Charter Schools Law, and (B) in the case of monthly reports, ten (10) days following the close of each month (ii) an independently audited annual financial report, as required by the Charter Schools Law not later than ninety (90) days following the close of the each fiscal year, (iii) 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. Unless otherwise required by the Charter Agreement and the Charter Schools Law, the foregoing reports shall include the use of activity funds collected at the beginning of the academic year or any special collections for field trips, special activities, and special events, and MAESTRO managed clubs, and or activity groups. The audit described in (ii) above shall explicitly correlate all budgeted administrative costs and expenses, including without limitations all costs and expenses described in (y) below with actual costs and expenses based on standard cost accounting principals.

(m) Compliance with Local, State, and Federal Guidelines.

(i) MAESTRO shall provide all Services in accordance with the Charter Agreement, the Charter Schools Law, and applicable state and federal regulations.

(ii) MAESTRO shall meet an agreed calendar of reporting dates relating to local, state, and federal compliance reporting and must submit 100% of the documents on time. and at least 90% of the documents must be accurate the first time that they are submitted.



(iii) If MAESTRO fails to meet the 90% benchmark in terms of either accuracy or timeliness in a fiscal quarter, MMSA shall notify MAESTRO in writing that such benchmark was not met. If MAESTRO fails to meet the 90% benchmark in terms of either accuracy or timeliness in two consecutive fiscal quarters, MMSA shall be entitled to hire the staff necessary to complete the compliance work for MAESTRO for the next two fiscal quarters, and MAESTRO shall reimburse MMSA for all expenses related to the hiring, training, and supervision of these compliance workers.

(iv) Except to the extent expressly waived by state authorities, MAESTRO 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 MAESTRO acknowledges that such records are property of MMSA, that MAESTRO has no rights in such records whatsoever, that it shall maintain such records on behalf of MMSA and may use such records only in connection with its duties under this Agreement, and that it will follow MMSA's instructions in connection with such records. Based on the foregoing, MMSA hereby designates employees of MAESTRO as having a legitimate educational interest, that they are entitled access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act.

(n) MAESTRO Board Meetings. MAESTRO shall cause its regional Board of Trustees to meet at least two times per year and may provide MMSA with not less than seven days' prior written notice of all such meetings (including, without limitation, telephonic and similar meetings), may provide MMSA with copies of all meeting minutes, board resolutions and consents, permit MMSA to send up to two representatives to each meeting, and allow MMSA's representatives to participate in all discussions at such meetings, if requested by MMSA.

(o) MAESTRO Fund Raising. MAESTRO shall assist MMSA in identifying and applying for grants. MAESTRO shall have the right to apply for and receive grant money on its own or together with MMSA, so long as such applications (i) are approved by the MMSA Board and (ii) the funds received are utilized for their intended purpose and in a manner consistent with the requirements of the grant. MAESTRO must keep MMSA informed in writing of such applications prior to any application's submission, at the level of detail that MMSA reasonably requests.

(p) Additional Programs. MAESTRO shall coordinate summer school programs, as well as before and after school programs. MAESTRO shall also coordinate additional programs as may be mutually agreed upon by the parties.

(q) Technology Support. MAESTRO shall (i) amend and update the technology plan on a regular basis, (ii) provide web design and hosting services, (iii) advise on the integration of new technology into MMSA, and (iv) provide technology support services as may be requested by MMSA.

(r) School Facility. MMSA shall be responsible for coordinating the cleaning, maintenance and operation of the School Facility. MAESTRO shall make reasonable suggestions to MMSA regarding potential improvements to the School Facility.

(s) Purchasing Services. MAESTRO shall purchase or lease on behalf of MMSA requested furniture, computers, software, equipment, and other personal property necessary for the operation of MMSA preferably using local vendors. All such property purchased in this manner shall be deemed the property of MMSA. MAESTRO shall provide access to supply sources so MMSA can obtain centralized purchasing discounts where applicable and available.

(t) Tax-Exempt Status. MAESTRO acknowledges and agrees that this Agreement is intended to be consistent with MMSA'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 MMSA 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 MMSA or (ii) are developed by MAESTRO with funds from MMSA. MAESTRO and MMSA understand that MAESTRO's educational materials and teaching techniques and other documents used by or in MMSA may be disclosed in accordance with applicable law and the legal opinion of legal counsel of MMSA.

5. **Subcontracts.**

Subject to approval by the MMSA Board, MAESTRO may subcontract services provided to MMSA except for the management, oversight, or operation of the teaching and instructional program.

6. **Authority.** MAESTRO 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 Wisconsin Charter Schools Law or the Charter Agreement.

7. **Remaining within Budget**

In connection with the operation of the school, MAESTRO shall not deviate more than 5% from the approved budget without notice to MMSA and by MMSA Board of Directors. If MAESTRO shall be faced with an unforeseen expense that requires MAESTRO to adjust the entire approved budget, MAESTRO shall notify MMSA of such unforeseen expense and shall submit an adjusted budget to MMSA for approval, which approval shall not be unreasonably withheld. Any expenses not in the budget exceeding \$1,000 must be approved by the MMSA board, after establishing how funding of non-budgeted expenses will occur.

8. **Fees.**

(a) In consideration of the Services to be provided to MMSA by MAESTRO, MMSA shall pay MAESTRO a fee of ten percent (10%) of the per capital revenues received by MMSA minus any fee the School has to pay to retain its current Student Information System. The Management Fee shall be payable to MAESTRO based on a mutually agreed upon payment schedule, approved by the MMSA board. The Management Fee shall be payable to MAESTRO only if each of the following requirements has been satisfied: (1) the MMSA Board has approved a budget which includes the fees to be paid to MAESTRO; (2) the Services for which MAESTRO

is to be paid have been provided to MMSA; (3) MAESTRO has submitted to MMSA an invoice for the duration of the services, as well as a report outlining the services provided during that time period; and (4) Such revenues are available and not a hindrance to overall school operations.

(b) The “**Management Fee**” includes salaries of the MAESTRO representative(s) and central office support team that are assigned to MMSA by MAESTRO and are made monthly upon successfully meeting the standards above in 7a above.

(c) All fees payable hereunder shall, at MAESTRO's option, be made via electronic funds transfer. MMSA shall cooperate with MAESTRO to set up and establish necessary accounts and procedures such that MMSA shall transfer such payments to MAESTRO as such payments become due.

(d) Contingencies: In case of MAESTRO underperforming based on the goals of the school set by the charter agreement or federal and state guidelines, Board of Directors of MMSA reserves the right to withhold 2 % of the management fee. When MAESTRO meets all the goals set by the charter agreement or federal and state guidelines, board of directors of MMSA again reserves the right to compensate MAESTRO with additional 2% of the per pupil fee given that MMSA has the means to do so in its budget.

9. **Termination by MMSA.** MMSA may terminate this Agreement in the event MAESTRO materially breaches this Agreement. Material breach, without limitation, shall include:

(a) MAESTRO substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach from MMSA;

(b) MAESTRO is liquidated or dissolved;

(c) MAESTRO files a voluntary petition under any federal or state bankruptcy statute;

(d) A third party files an involuntary petition against MAESTRO 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) MAESTRO fails to meet any of the material terms of the Charter;

(f) MAESTRO assigns this Agreement without the written consent of MMSA; and

(g) Termination of the Charter by the Authorizing Body.

10. **Termination by MAESTRO.** MAESTRO may terminate this Agreement in the event MMSA materially breaches this Agreement. Material breach, without limitation, shall include:

(a) MMSA substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (30) days after receipt of written notice of such breach from MAESTRO;

(b) MMSA is liquidated or dissolved;

(c) MMSA files a voluntary petition under any federal or state bankruptcy statute;

- (d) A third party files an involuntary petition against MMSA 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) MMSA fails to pay any fees due to MAESTRO within sixty (30) days of receiving written notice that such fees are overdue, excluding overdue payments resulting from a payment dispute between MMSA and any funding entity;
  - (f) MMSA assigns this Agreement without the written consent of MAESTRO;
- and
- (g) Termination of the Charter by the Authorizing Body.

11. **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 MMSA continues to pay MAESTRO the Management Fee. MAESTRO's obligations under this Agreement and other expertise shall not cease until the Termination Date. MMSA shall pay to MAESTRO all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, MAESTRO shall not impede MMSA's continuation of the academic year.

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

13. **Insurance.** MMSA agrees to maintain workers compensation insurance, employment practices insurance, insurance against student claims, general commercial liability insurance, including personal injury and property damage, product liability insurance, umbrella/excess liability insurance and other insurance which is appropriate in the types of coverage and amounts in the industry in which MAESTRO operates or as deemed necessary by the MMSA Board. Proof of insurance must be available at time of signing this Agreement upon request by either parties or the Authorizing Body.

14. **Bonding.** Bonds for each of MAESTRO's employees administering this Agreement are required in the amount of \$100,000 or such amount as may be reasonably required by MMSA and bonds or crime insurance for theft and embezzlement are required in the amount of \$100,000 or such amount as may be reasonably required by MMSA for all MAESTRO employees handling money.

15. **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. This Agreement shall not be construed as an abdication of MMSA's responsibilities and authority for policy setting, strategic planning, budgeting, the

educational program and overall oversight monitoring and supervision of MMSA. MMSA at all times maintains the right to accept or reject MAESTRO's recommendations.

16. **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.

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

18. **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:

MAESTRO Education LLC  
500 W. Algonquin Rd  
Mt. Prospect, IL 60056

If to the School, to:

Milwaukee Math and Science Academy  
110 W Burleigh St  
Milwaukee, WI 53212

19. **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.

20. **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.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

22. **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.

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

24. **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.

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

*[Signature Page Follows]*

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

**Milwaukee Math and Science Academy**



By Serdar Bozdog

Its Board President

**MAESTRO Education LLC**



By Ali Yilmaz

Its C.E.O.