

IX.A.

CONNECTICUT STATE BOARD OF EDUCATION Hartford

TO BE PROPOSED:

May 1, 2019

RESOLVED, That the State Board of Education, pursuant to Section 10-66tt of the Connecticut General Statutes, approves the contract for whole school management services between Great Oaks Charter School – Bridgeport Inc. and Great Oaks Foundation Inc. and directs the Commissioner to take the necessary action.

Approved by a vote of _____, this first day of May, Two Thousand Nineteen.

Signed: _____
Dr. Dianna R. Wentzell, Secretary
State Board of Education

CONNECTICUT STATE BOARD OF EDUCATION
Hartford

TO: State Board of Education

FROM: Dr. Dianna R. Wentzell, Commissioner of Education

DATE: May 1, 2019

SUBJECT: Approval of Charter Management Organization Contract, Great Oaks Charter School – Bridgeport Inc. and Great Oaks Foundation Inc.

Executive Summary

Introduction and Parties

Great Oaks Charter School – Bridgeport Inc. (Great Oaks Charter School) seeks State Board of Education (SBE) approval of its proposed contract for whole school management services with Great Oaks Foundation Inc. (Great Oaks Foundation). Great Oaks Charter School is a charter school located in Bridgeport. Great Oaks Charter School now serves grades six to ten. Great Oaks Foundation is a not-for-profit charter management organization (CMO) organized to support a network of public charter schools that use a distinctive tutoring model. Great Oaks Foundation serves charter schools in New Jersey, New York, and Delaware as well as in Connecticut.

Pursuant to Connecticut General Statutes (C.G.S.) Section 10-66tt(c), the governing council of a state or local charter school is required to submit any contract for whole school management services between the governing council and a CMO to the SBE for approval.

On March 6, 2019, the SBE renewed the charter for Great Oaks Charter School for the period from July 1, 2019 through June 30, 2021, subject to the Commissioner’s memorandum of the same date. Great Oaks Charter School and Great Oaks Foundation have had a contractual relationship since 2014. For charter schools and CMOs that were parties to a contract when C.G.S. Section 10-66tt(c) became effective, CSDE understands the statute to require SBE approval of the contract for whole school management services after the first renewal of the charter following the statute’s effective date of July 1, 2015. Having obtained renewal of its charter on March 6, 2019, Great Oaks Charter School now seeks approval of its contract for whole school management services with Great Oaks Foundation in accordance with Section 10-66tt(c).

The Statutory Framework and the Review Process

The proposed contract for whole school management services between Great Oaks Charter School and the Great Oaks Foundation is attached. This contract for whole school management

services was reviewed by appropriate CSDE staff, including legal counsel, the office of internal audit, and the charter school office, to ensure compliance with the requirements of C.G.S. Sections 10-66tt and 10-66uu which are discussed below.

C.G.S. Section 10-66tt, in addition to requiring SBE approval of contracts for whole school management services, sets certain standards for such contracts. For example, Section 10-66tt provides that the governing council of a state or local charter school shall not enter into a contract that: is contrary to state or federal law; entails a financial or other conflict of interest; amends, alters, or modifies any provision of the charter; has the effect of reducing the governing council's responsibility for the operation of the charter school; or hinders the governing council in exercising effective supervision of the charter school. Section 10-66tt also requires that a contract for whole school management services include, but need not be limited to, the following:

1. the roles and responsibilities of the governing council of the charter school and the charter management organization, including all services to be provided under the contract;
2. the performance measures, mechanisms and consequences by which the governing council will hold the charter management organization accountable for performance;
3. the compensation to be paid to the charter management organization, including all fees, bonuses and what such compensation includes or requires;
4. financial reporting requirements and provisions for the governing council's financial oversight;
5. a choice of law provision that states that Connecticut state law shall be the controlling law for the contract;
6. a statement that the governing council of the charter school and the charter management organization shall ensure compliance with the provisions of Section 10-66uu; and
7. any other information required by the Commissioner of Education to ensure compliance with the provisions of this chapter.

C.G.S. Section 10-66uu, in turn, establishes important transparency requirements. First, it requires that each contract for whole school management services shall provide that the governing council of the charter school is entitled to receive a copy of all records and files related to the administration of the charter school, including the compensation paid to the CMO and any expenditures of compensation by the CMO. Second, it establishes that such records and files are subject to Connecticut's Freedom of Information Act and may be disclosed by the governing council.

CSDE reviewed the contract for whole school management services to ensure that it complies with C.G.S. Sections 10-66tt and 10-66uu. CSDE's assessment is that the contract for whole school management services complies with the requirements of Sections 10-66tt and 10-66uu. In addition to the review discussed above, CSDE solicited the views of the relevant local school district for SBE's consideration in connection with determining whether to recommend to the SBE approval of the proposed contract, in accordance with Section 10-66tt(c). The CSDE received no letter in response to the solicitation.

The term of the contract for whole school management services will be the same as the term of the Great Oaks Charter School charter.

Recommendation

CSDE recommends that the SBE approve the contract for whole school management services between Great Oaks Charter School and the Great Oaks Foundation.

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Turnaround Office

Louis Todisco, Attorney
Division of Legal and Governmental Affairs

Approved by: Jessa Mirtle, Director
Division of Legal and Governmental Affairs

Services Agreement

By and Between

The Great Oaks Foundation

And

Great Oaks Charter School – Bridgeport

This whole school management services agreement (the “Agreement”) is made and entered into effective as of July 1, 2019 (the “Effective Date”) by and between The Great Oaks Foundation, a New York not-for-profit corporation (“the Foundation”), and Great Oaks Charter School – Bridgeport, a Connecticut education corporation (the “School”) (the School and the Foundation, each a “Party” and collectively the “Parties”).

Whereas, the School is a Connecticut public charter school authorized to operate a school in Bridgeport, Connecticut;

Whereas, the School is entering into this Agreement with the Foundation in order to facilitate meeting its obligations under the Charter Contract (defined below), especially its commitment to providing a high-quality education for its students;

Whereas, the Foundation is an organization with the qualifications, experience, and expertise necessary to effectively manage charter schools;

Whereas, a network of schools, such as the network of Great Oaks schools, provides benefits that would not be available to an independent, stand-alone school, including access to grant funding through the federal CSP and AmeriCorps programs as well as collaborative opportunities to learn and develop from peers;

Whereas, it is the Parties’ intention to create a relationship based on trust, common educational objectives, and clear accountability, through which they will work together to bring educational excellence to the School;

Whereas, the Parties desire to enter into a written agreement to set forth the terms and conditions of their agreement;

Now, therefore, in consideration of the recitals and the mutual covenants, representations, warranties, conditions, and agreements hereinafter expressed, the Parties agree as follows:

1. DEFINITIONS

“Agreement” has the meaning set forth in the recitals.

“Authorizer” means the Connecticut State Board of Education.

“Board of Directors” or **“Board”** means the Board of Directors of the School.

“Charter or Charter Contract” means the School’s agreement with the Authorizer, which authorizes the Board of Directors to organize and operate the School, and which includes the final charter application.

“Charter Schools Law” means the law that dictates policies and regulations pertaining to the operation of charter schools in the State.

“Charter School Program” means the US Department of Education that has awarded the Great Oaks Foundation a multi-year monetary grant to support Great Oaks Charter Schools.

“Effective Date” has the meaning set forth in the recitals.

“Principal” means the employee of the School responsible for the daily management of the School’s academic initiatives.

“Facility” means a building or other structure of sufficient size to house the actual and anticipated enrollment level of the School, suitable for use by the School, and meeting the requirements of all applicable building codes, zoning ordinances and laws, environmental laws and regulations, the Charter, and all other laws and regulations applicable to the operation of the School.

“FASB” means the Financial Accounting Standards Board.

“Foundation” has the meaning set forth in the recitals.

“FOIA” means the Connecticut Freedom of Information Act.

“GAAP” means generally accepted accounting principles.

“Great Oaks School Model” means the school model based on the Foundation’s educational approach, described in the Charter.

“Party” and **“Parties”** have the meaning set forth in the recitals.

“Proprietary Information” means all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed in whole or in part by the Foundation, its employees, agents, or subcontractors.

“Regulatory Authority” means any United States federal, State, or local government, or political subdivision thereof, any authority, agency, or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory, or taxing authority or power, any court or tribunal (or any department, bureau, or division thereof), any arbitrator or arbitral body, or any similar body.

“Non-Competitive Public Revenue of the School” means revenue derived from federal and State funds received by the School, on a per pupil basis.

“School” has the meaning set forth in the recitals.

“State” means Connecticut.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Foundation

The Foundation represents and warrants as follows:

- (a) Organization and Tax Exempt Status. The Foundation is a non-stock, not-for-profit corporation duly organized under the laws of the State of New York that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as amended from time to time, with the purpose and legal ability to contract to provide educational support services. The Foundation will notify the School of any change in its corporate status. The Foundation will not change its corporate status such that this Agreement is materially affected.
- (b) Authority. The Foundation is authorized to do business in the State. The Foundation has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of the Foundation, enforceable against the Foundation in accordance with its terms.
- (c) Litigation. There is no suit, claim, action, or proceeding now pending or, to the knowledge of the Foundation, threatened before any Regulatory Authority to which the Foundation is a party which may result in any judgment, order, decree, liability, award, or other determination which will or may reasonably be expected to have a material adverse effect upon the Foundation. No such judgment, order, decree, or award has been entered against the Foundation, which has, or may reasonably be expected to have, such effect. There is no claim, action, or proceeding now pending or, to the knowledge of the Foundation, threatened before any Regulatory Authority involving the Foundation which will or may reasonably be expected to

prevent or hamper the performance of the responsibilities of the Foundation contemplated by this Agreement.

- (d) Ability. The Foundation, its personnel and subcontractors, being employed and/or used, or to be employed and/or used, by the Foundation, for the performance of its obligations hereunder are qualified, experienced, and have expertise to carry out the management services provided for herein with all necessary professional skill, care, and diligence.
- (e) Ownership of Proprietary Information, and the Great Oaks School Model. The Foundation is the owner of and has the right to use and license to the School, or permit the School to use, as provided herein, the Proprietary Information that will be made available to the School and the Great Oaks School Model, and such ownership, use, or license does not infringe upon the rights of any third party.
- (f) Conduct of the Foundation. The Foundation has materially complied, and at all times during the Term will materially comply, collectively, with all local, State, and federal laws and regulations that are applicable to the Foundation, which include, but are not limited to the Internal Revenue Code and the Charter Schools Law. The Foundation has maintained and will maintain adequate records of the activities and decisions of the Foundation to ensure and document compliance with all such laws and regulations.

2.2 Representations and Warranties of the School

The School represents and warrants as follows:

- (a) Organization and Tax Exempt Status. The School is, and at all times during the term of this Agreement will be, an education corporation duly organized under the laws of Connecticut, with the purpose and legal ability to operate a charter school and to contract for education management services. The School will not change its status such that its authority to enter into this Agreement is materially affected.
- (b) Authority. The School has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Agreement constitutes a valid and binding obligation of the School, enforceable against the School in accordance with its terms.
- (c) Litigation. There is no suit, claim, action, or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority to which the School is a party and which may result in any judgment, order, decree, liability, award, or other determination which will or may reasonably be expected to have a material adverse effect upon the School. No such judgment, order, decree, or award has been entered against the School, which has, or may reasonably be expected to have, such effect. There is no claim,

action, or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority involving the School, which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

- (d) Conduct of the School. The School has materially complied, and at all times during the term of the Agreement will materially comply, collectively, with all local, State, and federal laws and regulations that are applicable to the School, which include, but are not limited to the Internal Revenue Code, the Connecticut Revised Nonstock Corporation Act, and the Charter Schools Law. Any lack of compliance will not be attributable to the School if such lack of compliance is directly related to the advice and direction of the Foundation or as the result of the School's delegation of Authority set forth within Article 3. The School has maintained and will maintain adequate records of the activities and decisions of the School to ensure and document compliance with all such laws and regulations. The School agrees to provide the Foundation with copies of all such records, and to allow the Foundation to assist with the preparation and retention of such records.

3. AUTHORITY

3.1 Delegation of Authority to the Foundation

The School hereby authorizes the Foundation to undertake the functions specified in this Agreement in regards to academic, tutor, financial and operational services of the School on behalf of the School, it being understood that the Foundation remains accountable and subject to the oversight of the Board of Directors. The School also authorizes the Foundation to take other actions that may not be expressly set forth in this Agreement, but which are implicit in this Agreement and are necessary in the Foundation's reasonable judgment for the School to be properly and efficiently supported, provided such actions are consistent with the Charter, applicable laws, and the annual School budget approved by the Board of Directors.

3.2 The Foundation's Authority to Subcontract

To the extent consistent with the cost effective and efficient operation of the School and with the approval of the Board of Directors, the Foundation may subcontract any and all aspects of all services it agrees to provide to the School. However, the Foundation will not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board and the State Department of Education. All subcontracts will be in writing, will be subject to the provisions of this Agreement, and will be consistent with this Agreement. No subcontract permitted hereunder will relieve or discharge the Foundation from any obligation or liability under this Agreement.

3.3 Authorizer Authority

Nothing in this Agreement will be construed in any way to limit the authority of the Connecticut State Board of Education.

3.4 Conflict with Charter

To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter will control. The School has delivered a true and complete copy of the Charter, as in effect on the date hereof, to the Foundation.

4. DUTIES AND OBLIGATIONS OF THE FOUNDATION

In order to assist the School in carrying out the terms of the Charter, the Foundation agrees to provide the educational management and operational services set forth under this Section and will have the right to direct the following duties related to these obligations:

4.1 Tutor Corps Recruitment Support

- (a) The Foundation will recruit and screen a broad and high-quality pool of prospective candidates for tutor positions for the School. The total number of tutors recruited for each school year will be decided by the Foundation in consultation with the School prior to October 31 of the prior school year. The actual number of tutors recruited and hired will be subject to the provision of program funding by the federal government and the Corporation for National and Community Service. So long as the School provides the time and resources necessary to interview and hire the determined number of tutors, the Foundation will complete recruitment by July 31 of each year.
- (b) The Foundation will undertake extensive marketing efforts in order to source tutor candidates from around the country.
- (c) The Foundation will conduct a resume review and follow-up phone-screen of promising candidates who apply for a position in the School's Tutor Corps. Selected applicants will then be referred to the School for more complete and intensive review, with the decision to extend an offer of service held by the School.
- (d) The Foundation will send offer agreements to candidates that the School deems to be a fit for the Tutor Corps. The Foundation will correspond with candidates regarding any questions they have, and after candidates accept the offer agreements, they will be referred back to the School. The School will maintain at least monthly follow-ups with tutors who have committed to

serve to keep them engaged and informed of the specifics they need to know to begin their year of service.

- (e) The Foundation will support the School's Principal and Tutor Corps Director in screening, hiring, and training members of the Tutor Corps who wish to become 2nd-year Tutor Corps members or Corps Leaders.

4.2 Teacher & Administrator Recruitment Support

- (a) The Foundation will maintain an applicant tracking system where candidates submit online application forms for all open positions and where candidates' information is organized and held. The Foundation will provide trainings to hiring managers on best practices in using the applicant tracking system and new features as needed or requested by the School.
- (b) The Foundation will do the following for open teaching and administrative positions:
 - i. Screening;
 - ii. Recommending;
 - iii. Providing an interview rubric;
 - iv. Serving as an 'Interview Concierge'
 - v. Completing reference checks;
- (c) The Foundation will provide opportunities for School personnel to collaborate with colleagues from other Great Oaks Charter Schools around teacher and administrator recruitment best practices and technical assistance.
- (d) The Foundation will undertake extensive efforts to source and recruit high-quality candidates for open teaching and administrative positions.
- (e) The Foundation will conduct resume and phone screens for applicants to open teaching and administrative positions and recommend promising candidates to the Principal for further consideration.
- (f) The Foundation will coordinate scheduling and logistics for onsite interviews and, as needed, demonstration lessons for applicants to open teaching and administrative positions.

4.3 AmeriCorps and Tutor Support

- a) Through the funding provided by the federal AmeriCorps program for the 2019-20 academic year, the Foundation will pay no less than 59 stipends to the School's tutors and Corp Leaders: tutors will be paid the AmeriCorps rate of \$13,732; Corps Leaders will be paid \$18,250. These amounts may be amended for future school years in order to comply with salary regulations mandated by the Corporation for National and Community Service.

- b) To ensure the maintenance of the grant that provides Tutor Corps stipends and other support, the Foundation will monitor the School's compliance to the terms of the AmeriCorps grant, including but not limited to: completion of tutor candidate criminal history background checks, file completion, proper enrollment and exiting of members, adherence to the content of the AmeriCorps Contract, tracking of tutor work hours, management of member performance and evaluation, proper utilization of members in service, and proper tracking of student growth.
- c) The Foundation will develop and provide the School with an AmeriCorps Compliance Handbook detailing AmeriCorps compliance requirements and best practices.
- d) The Foundation will provide ongoing professional development and Tutor Corps management support to School leaders. The Foundation will also provide ongoing support to the Tutor Corps Director in the leadership and management of the Corps. This will include tutor effectiveness rubrics as well as ongoing professional development for the Tutor Corps, some of which will be delivered via an online platform known as *Crossroads of Learning*.
- e) The Foundation will assume the expenses associated with participation of the School's tutors in the *Great Oaks Forum* and *Beyond the Corps* professional development events.
- f) The Foundation will front rent and utilities expenses associated with housing the Tutor Corps.

4.4 Operational Support

- (a) The Foundation will research, provide and prepare for any future expansion of the Facility to accommodate growth of the School, subject to the approval of the Board of Directors. This includes the leasing and development of space at the Cherry Street project necessary to accommodate the School's growth to becoming a school serving grades 6-12, as well as the project management necessary to bring such initiatives to fruition.
- (b) The Foundation will assist with marketing for student recruitment. This will include creating fliers and electronic communications and posting relevant content on the website.
- (c) The Foundation will assume primary responsibility for the maintenance of the website and social media. This will include ensuring compliance with reporting requirements, keeping staff and board pages up-to-date through collaboration with the School, and posting relevant and engaging content.
- (d) The Foundation will manage the leasing of housing for the Tutor Corps and liaise between the School and housing property management to facilitate maintenance.

- (e) The Foundation shall assume primary responsibility for ensuring that the School meets all of its compliance requirements mandated by the Authorizer, federal government, and other parties.
- (f) The Foundation acknowledges that the Board of Directors is entitled to receive copies of all records and files related to the administration of the School, including the compensation paid to the Foundation and any expenditures of such compensation by the Foundation. The Foundation acknowledges that all such records and files are subject to the FOIA and may be disclosed by the Board pursuant to and as required by FOIA.
- (g) The Foundation will provide the School resources and tools to facilitate effective operational performance in areas including student recruitment, facilities upkeep, vendor management, and resource utilization.
- (h) The Foundation will support the procurement and maintenance of relationships with third party vendors to provide the following services to the school: information technology support, facilities and custodial maintenance, and student food services.
- (i) The Foundation will provide the Board with regular reports on the school's operational standing, including assessments of facility maintenance, resource utilization, and progress toward student enrollment goals, at the Board's monthly meetings, and as reasonably requested.
- (j) The Foundation will establish regular collaboration opportunities with operations leaders at other Great Oaks schools in the form of three (3) in-person meetings per year and additional meetings as needed by phone/conference.

4.5 Fundraising Support

- (a) The Foundation will fundraise on behalf of the School to augment the revenue the School receives from public (State and Federal) sources. The goal for such fundraising will be set prior to June 30 in consultation with the Board during the preparation of the budget for the upcoming School Year.
- (b) The Foundation will facilitate the disbursement of Charter School Program funds procured for the School for the 2018-2019 through 2021-2022 school years, as long as the School and Foundation remain bound by the Agreement.
- (c) Monies raised by the Foundation specifically for the School will be used only for the benefit of the School.
- (d) The Parties agree that although the Foundation will use its best efforts to raise funds for the School, the Foundation does not guarantee that its

fundraising activities will be successful. Should the Foundation's fundraising efforts be unsuccessful, the Foundation agrees to be responsible for any unfunded financial commitment of the School undertaken by the School at the Foundation's behest, and/or shall work with the School to modify the School's financial commitments accordingly.

- (e) The Foundation will support the School's donor cultivation efforts. The School shall promptly report donations made to the School and any engagements with potential funders.

4.6 Human Resources and Employment-Related Support

- (a) The Foundation will provide the School with an "Employee Handbook" developed in collaboration with the Principal which shall enumerate personnel policies for the School's employees.
- (b) The Foundation will arrange for the administration of employee benefits for employees of the School by providing training to the School's Director of Operations on how to utilize the LittleBird Nest platform.
- (c) The Foundation will be responsible for the generation of offer letters, and shall determine the salary contained therein in consultation with the Principal.
- (d) The Foundation will provide additional human resources-related support for all staff and tutors as follows:
 - a. Serve as a consultant for performance improvement plans and terminations
 - b. Assist with the process of rolling out intent to return forms
 - c. Addressing and/or resolving human-resources-related queries and grievances and harassment complaints
 - d. Sending exit surveys to employees who are departing from the School
 - e. Assisting with the processing of employment verification forms and verifying employment inquiries
 - f. Subject to Board oversight, assuming full responsibility for administrative hearings and legal proceedings including but not limited to:
 - i. Division for Human Rights hearings
 - ii. Unemployment hearings
 - iii. Workers compensation hearings
 - iv. Disability hearings
 - g. Communicating with employees regarding accommodations, FMLA and Short Term Disability Leave
- (e) The Foundation will provide School leadership with anti-harassment and civility training.

4.7 Finance Support

- (a) The Foundation will provide regular budgets, financial reports, and financial statements to the Board of Directors at regular Board meetings, meetings of the Finance Committee and other appropriate forums; provided, that the Board shall be responsible for providing financial oversight of the School. All financial statements provided by the Foundation will be presented in a GAAP/FASB approved non-profit format.
- (b) The Foundation will work with the auditors retained by the Board of Directors to prepare annual audited financial statements for the School. The Foundation will coordinate its work and the work of the auditors to allow for the delivery of audited statements by the deadline designated by the Authorizer.
- (c) The Foundation will be responsible for the transaction processing of the following accounting systems: cash receipts, accounts payable, cash disbursements, and payroll.
- (d) The Foundation will procure and maintain for itself and separately, on behalf of the School, insurance policies covering commercial liability, worker's compensation, directors and officer's liability coverage, and any other insurance required by applicable law or by any agreement to which the Foundation or the School is a party.
- (e) In the event that the cash receipts of the School are insufficient to fund all of the cash expenditures required to be made by or on behalf of the School for any fiscal year, the Foundation may in its discretion advance funds to the School (any such advance being referred to herein as an "Operating Deficit Advance"). Any Operating Deficit Advance will be payable by the School but will accumulate no interest.
- (f) In consultation with the Board, the Foundation will assist in securing working capital financing (a "line of credit") for the School as necessary, but a line of credit will not be secured or activated by the Foundation without Board approval.

4.8 Academic Support

- (a) The Foundation will enable the School to accomplish the following goals, monitoring progress through adherence to time-bound benchmarks developed in coordination with the Principal. Annual benchmarks will be developed prior to August 1 and interim quarterly benchmarks will be developed prior to the commencement of each academic quarter.

- a. Effective use of formative data and NWEA MAP assessment results by Foundation and School staff to inform instructional decisions and grouping of students in tutorial.
 - b. Development of a school community that is fully inclusive of all learners and meets the individual needs of students in order to accelerate college and career readiness.
 - c. Sharing and implementation of effective literacy strategies to increase student outcomes in ELA.
 - d. Deepened teacher internalization of the *Eureka* curriculum and ability to identify focus areas based on highest leverage standards and needs of students.
 - e. Strengthened instructional discourse through the dissemination of proven instructional strategies and, where necessary, adapted *Eureka* curriculum to enhance student voice.
 - f. Tracking of student progress through data analysis and examination of student work.
 - g. Increased rigor in classroom instruction by shifting heavy lifting to students and sharpening teacher questioning.
 - h. Development of effective curriculum focused on student inquiry.
 - i. Increased focus on scientific inquiry.
 - j. Shifting of school practices toward community building, supporting students, and addressing classroom or school behavioral issues.
- (b) In order to enable the School to accomplish these goals, the Foundation will collaborate with the School to facilitate the creation and/or dissemination of the following:
- a. Professional learning opportunities within and across schools to take place on at least a monthly basis.
 - b. A multi-year plan to develop an aligned tutor/instructional model geared toward maximum impact on students.
 - c. Training on how to utilize the *Marshall* rubric for teacher evaluation.
 - d. Research-based effective practices in aspects of school, including but not limited to teaching and learning, school design, social-emotional support and assessment.
 - e. Tools and other supports including but not limited to professional development sessions led by the Foundation or external facilitators no less than a quarterly basis.
 - f. Informal coaching of the Principal and other School leaders by the Foundation's academic team that will take place on a weekly basis.
- (c) The Foundation will utilize the following methods of collaboration to accomplish the aforementioned in order to enhance the School's academic performance:
- a. No less than weekly meetings, either in person or via video conference, between the Executive Vice President and the Principal to support teacher and student development.

- b. Bi-weekly conversations between the Executive Vice President and Principal to review the current scope of work and plan together for the next steps.
- c. Regular meetings to plan for the *Great Oaks Forum* and the upcoming school year during a to-be-determined timeline during the months of February through April.
- (d) The aforementioned supports will be monitored and adjusted as needed but no less than on a monthly basis in a good faith effort to consistently strengthen the School, as determined by the Board of Directors, Foundation, and Principal.

4.9 Governance Support

- (a) The Foundation will make key personnel reasonably available for advisement and consultation with members of the Board of Directors and the School's Principal.
- (b) The President, Executive Vice President, and the Chief Operating Officer will attend monthly meetings of the Board in order to robustly support the governance of the School.
- (c) The Chief Operating Officer or his/her designee will confer with the Treasurer and chair of the Finance Committee of the Board on a monthly basis to provide a detailed report on the school's finances.
- (d) The Chief Operating Officer will support the School in ensuring accurate and timely recording and dissemination of Board meeting minutes, files and other items pertinent to efficient board functioning.
- (e) The Foundation will assist with Board recruitment and development and in maximizing the efficacy of the Board, including recommending committee structures and other methods for fostering Board member engagement.

4.10 Data and Reporting

- (a) The Foundation will regularly collect and disseminate teacher response data from a survey, the form of which will be determined in collaboration with the Principal. The survey will be completed anonymously and will assess the strength of the following areas: School climate, School leadership, and School instruction. Additional surveys may be completed at the request of the Principal or Board of Directors.
- (b) The Foundation will submit reports to the Board summarizing the School's progress as of that date as determined by a norm-referenced assessment. The reports will provide the following information:

Fall Progress Report	Will be provided at the start of the school year and will highlight the progress of the school based on end-of-year testing outcomes and fall baseline data.
Mid-Year Progress Report	Will be provided at the end of January and will highlight the progress of students based on their growth. NWEA, F & P data or other data will be used determine this growth.
Summer Progress Report	Will be provided at the Board's strategic planning meeting taking place in July or August, and will highlight the progress of students based on their growth. NWEA, F & P data or other data will be used determine this growth

4.11 Leadership Support

- (a) The Foundation will support the Principal's growth and development. Such support may take the form of coaching, tuition reimbursement and/or other types of professional development, as jointly determined by the Board, the Principal and the Foundation. The Foundation will also support the growth of the Principal's leadership team by conducting a summer leadership training as part of the *Great Oaks Forum* and ongoing professional learning conversations both at the school and remotely.
- (b) The Foundation will assist the Board in defining the qualifications of the Principal and in identifying, selecting and recruiting appropriate candidates when needed. The Principal will be an employee of the School, reporting to both the Board and the Foundation, and the selection and retention of the Principal will be at the discretion of the Board.
- (c) The Board will evaluate the Principal's performance based on an evaluation tool, metrics, and a rubric that the Foundation will develop in consultation with the Board. The Board shall consider feedback from the Foundation in its evaluation of the Principal. The Foundation reserves the right to recommend to the Board that the Principal be replaced if the Principal's actions or leadership adversely affects the ability of the Foundation to deliver its services and achieve its objectives and those of the School.
- (d) Should the Foundation or the Board decide that the Principal is performing unsuccessfully, the Foundation or the Board, as the case may be, will notify

the Board or Foundation, as the case may be, by written notice and the Foundation will provide a proposed interim plan for improvement. If appropriate, the Foundation will provide a recommendation for termination of the Principal, an interim operating structure, and a recruitment strategy for a new leader. Once the Board or Foundation is in receipt of this notice, the Board and the Foundation will meet and confer to determine the best course forward. If the Board decides to remove the leader, the Foundation will be responsible for implementing the Foundation's interim plan and recruitment strategy to fill the vacant leader position, with such modifications as the Board may require, as soon as reasonably practicable. The final determination with respect to the termination or retention of the Principal shall remain with the Board.

- (e) The Foundation will establish regular collaboration opportunities with other Great Oaks school leaders in the form of (1) in-person meeting per quarter and additional meetings as needed by phone/conference.
- (f) The Foundation will support ongoing professional development for teachers at the School through partial ownership of the professional development calendar. The topics for professional development will be decided through collaboration between the Executive Vice President and the Principal and their teams and be based upon trends deduced from teacher observations.

5. OBLIGATIONS OF THE CHARTER SCHOOL

The School, under the oversight of its Board, will be obligated to perform the following duties or services:

5.1 School Policies

The School will cooperate with the Foundation in the preparation of broad policies of the School, which will be consistent with the Charter.

5.2 Maintenance of Charter

The School will do, or cause to be done, all things necessary to ensure that all legal requirements, and all such conditions as may have been imposed by the authority granting the Charter, are fully complied with at all times. If the School receives notice from any public authority or other person that the School is or may be in violation of the Charter or any provision of any applicable law or regulation, the School will immediately notify the Foundation and the Board of the asserted violation and will thereafter work diligently with the Foundation and the Board to determine whether such asserted violation in fact exists, to correct

any violation found to exist, and to vigorously contest the asserted violation if it is found not to exist.

5.3 Payment of the Support Services Fee and Tutor Fees

As compensation for its services outlined in Section 4, the School will pay the Foundation a support services fee (the “Support Services Fee”) each fiscal year in an amount equal to 8.5% of the Non-Competitive Public Revenue of the School as set forth in the budget adopted by the School.

In addition, the School will pay the Foundation a service fee (the “Tutor Fee”) each fiscal year in an amount representing the product of \$6,750 and the number of regular AmeriCorps tutors, plus \$12,850 each for the number of Corps Leaders that are retained at the School.

Additionally, the School will pay the Foundation an amount for any additional tutor expenses assumed on the School’s behalf, including tutor housing rent and utilities. The amount will be billed based on an estimate and reconciled with actual expenditures at year end.

The Support Services Fee and the Tutor Fee shall be paid in equal monthly installments on the first day of the month or, if not a business day, then the next business day.

In the event of any material change in the level or scope of the Foundation's services required under this Agreement for any reason, the Parties agree to negotiate in good faith an appropriate adjustment to the Support Services Fee to reflect the additional or reduced services to be provided by the Foundation. No material change affecting the Support Services Fee will be made without the mutual consent of the Board of Directors and the Foundation.

All expenses incurred by the Foundation and its employees in the performance of this Agreement will be included in the Support Services Fee and will not be reimbursed to the Foundation from the Charter School.

5.4 Tutor Recruitment

The School shall provide the time and resources necessary to interview and hire the number of tutors for each school year as decided by the Foundation in consultation with the School prior to October 31 of the prior year. For example, the School will accommodate the following candidate interview schedule in order to hire a Tutor Corps composed of 59 tutors for the 2019-2020 school year:

1. During the months of November, December and January, at least 14 candidates per week;
2. During the months of February and March, at least 20 candidates per week;

3. During the months of April, May, June and July, at least 30 candidates per week.

5.5 Reimbursement of Expenses

The following expenses, if authorized by the School and incurred by the Foundation on behalf of the School, will be reimbursed by the School:

- (a) All books, curriculum, furniture, technology, supplies or other property that is delivered to the School;
- (b) All software for computers located at the School;
- (c) All insurance purchased for the benefit of the School;
- (d) All advertising purchased for the benefit of the School;
- (e) All expenses incurred by the Foundation related to its provision of third party vendor services as described in Section 4.4.
- (f) Rent and utilities expenses incurred by the Foundation related to its provision of housing to tutors as described in Section 4.3(f).

5.6 Attorney and Audit Firms

The Foundation will use its best efforts to provide the School with access to pro bono legal counsel, as needed. The School shall be responsible for compensating any attorney it selects and retains on its own. The Foundation and the School shall jointly select the School's audit firm, which shall be retained and compensated by the School.

5.7 Payments made to the School

All revenue owed to the School will be paid directly to a depository account controlled by the School and overseen by the Board.

5.8 Materials, furnishing & equipment

All materials, furnishing and equipment directly or indirectly purchased with public funds will be the property of the School, not the Foundation.

5.9 AmeriCorps Compliance

- (a) The School shall perform the following tasks for the AmeriCorps tutors: completion of tutor candidate criminal history background checks, file completion, proper enrollment and exiting of members, adherence to the content of the AmeriCorps Contract, tracking of tutor work hours, management of member performance and evaluation, proper utilization of

members in service, and proper tracking of student growth.

- (b) The School will deliver evidence-based curriculum during tutorial blocks from current educational researchers. (e.g., Fountas and Pinnels Leveled Literacy Intervention for ELA tutorial). The specific curriculum will be agreed upon by the School's Principal and the Foundation's National AmeriCorps Director and Executive Vice President.
- (c) The School will track daily student attendance in tutorial and monitor progress of student academic growth as measured by required assessments.
 - 1. Under the terms of the grant from CNCS, students must receive 115 hours of tutoring in ELA and Math. Therefore, the School will track the number of tutorial hours that each student receives daily and accurately.
 - 2. Each assessment will need to be administered at least 3 times per year, in the beginning, middle and end of the academic year. Student performance data will be collected routinely as agreed upon by the Foundation's National AmeriCorps Director and Executive Vice President and the School's Principal.
- (d) At least twice per year, the School will provide the Foundation with an accurate description of tutor demographics, tutor enrollment, tutor retention, demographics of the student population served, dosage (student attendance), student growth data, financial statements pertaining to expenditures related to the AmeriCorps grant, tutor and staff activity logs and stories from service. The reporting schedule will be determined by CNCS.
- (e) The School shall track tutor enrollment and be responsible for retention goals, student dosage, student performance goals, and tutor file management and shall perform other tasks necessary to allow the Foundation to remain in good standing with the terms of the AmeriCorps grant.
- (f) The School will maintain adequate staffing to support the reporting and compliance of its Tutor Corps.
- (g) The School will conduct a tutor orientation that consists in part of required AmeriCorps elements. During the orientation, each tutor will be provided with a "Tutor Contract." The contract spells out the terms and conditions of the year of service tutors give at Great Oaks.
- (h) The School shall permit all tutors to participate in *the Great Oaks Forum*, a two-day tutor training and orientation event held during the summer prior to each school year, at the Foundation's sole cost and expense.
- (i) The School will provide the Foundation with monthly financial information related to its expenditure of AmeriCorps grant matching funds on a timely

basis in order to allow the Foundation to meet its reporting deadlines as outlined in the AmeriCorps Grant.

6. TAX STATUS

Both the Foundation and the School will take all reasonable steps to maintain the School's status as a tax-exempt organization under federal and State law such that contributions to the School are deductible to the donor for federal income tax purposes. In the event of arbitration pursuant to Section 11 of this Agreement, the School and the Foundation will agree that, notwithstanding any claims for relief each may seek from the other, any relief granted be consistent with maintaining the School's tax-exempt status. If the Board of Directors and the Foundation conclude it is appropriate to do so, the School may seek to establish a separate tax-exempt organization to conduct fundraising activities and receive tax-deductible contributions in support of the School and/or of education generally.

7. EFFECTIVE DATE AND DURATION

7.1 Agreement Effective Date

This Agreement shall take effect only upon approval by the State Board of Education, and shall be effective as of July 1, 2019.

7.2 Agreement Duration

This Agreement will have a term of ____ years commencing on the Effective Date. The parties may modify the Agreement by mutual written agreement, at any time; provided, that any such modification shall not take effect without the approval of the Connecticut State Department of Education and/or the Authorizer, as applicable.

7.3 Agreement Termination

In the event this Agreement is terminated for any reason, the School will pay to the Foundation all fees owed pursuant to Sections 5.3 and 5.5 of this Agreement, and any unpaid Operating Deficit Advances. The School will pay the Foundation these amounts ratably on a monthly basis within a 48-month period following termination of the Agreement.

7.4 School Closure

(a) If it is determined that the School will close, the Foundation will guide the School and the Board of Directors through the dissolution process. This process will include notification to parents of children currently enrolled in the School.

- (b) The Foundation and the School will work closely with appropriate representatives of the State Department of Education to develop and implement a dissolution plan that will govern the process of transferring students and student records. Initially, a list of students attending the School will be sent to the State Department of Education. The Foundation and the School will coordinate any planned or voluntary dissolution with the district to facilitate reintegration of the School's students and their records, and will provide the district with a minimum notice of 120 days for any voluntary dissolution.
- (c) Prior to dissolution, the School will conduct a series of meetings for parents to provide information about the dissolution and to support them in making decisions regarding selection of educational programs for their children. School representatives will also meet one-on-one with each enrolled student's family to ensure that all parents are aware of their options regarding educational services for their child in Connecticut public schools, charter schools, and nonpublic schools.
- (d) At dissolution, all property which the School has leased, borrowed, or contracted for use will be returned. The return of such property will conform with contractual prearrangement, where applicable, or will be done with reasonable promptness. All remaining assets of the School will be transferred as required by law and/or the School's Charter.

8. TERMINATION

8.1 Period Preceding Termination

This Agreement may be terminated by the School with 60 days written notice and by the Foundation with 180 days written notice.

8.2 Reasons for Termination

This Agreement may also be terminated under the following conditions:

- (a) If the Foundation will under such laws as will be applicable to it commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or will apply to any tribunal for a receiver, intervenor, conservator or trustee for itself or for any substantial part of its property; or if there will be commenced against it any such action and the same will remain undismissed; or if by any act it will indicate its consent to, approval of, or acquiescence in any such proceeding, or the appointment of any receiver, intervenor, conservator or trustee for it or any substantial part of its property or will suffer any of the same to continue undischarged; or if it will become subject to any intervention whatsoever that will deprive it of the management

of the aggregate of its property or any substantial part thereof; or if it will wind up or liquidate its affairs or there will be issued a warrant of attachment, execution, or similar process against any substantial part of its property, and such warrant, execution or process will remain undismissed, unbounded or undischarged for a period of ninety (90) days, this Agreement will be deemed immediately terminated upon the occurrence of such event.

- (b) If the Foundation is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has permanently revoked any license which may be required for the Foundation to carry on its business and perform its obligations and functions under this Agreement, this Agreement will be deemed immediately terminated upon the occurrence of such event and any remaining fees or expenses owed to the Foundation by the School will be deemed void.
- (c) If there will occur or will become known to either Party an intentional material breach of the other's obligations, representation, or warranties under this Agreement, including, without limitation (in the case of the School), the improper delay or non-payment of the Support Services Fee, and (in the case of the Foundation), any act or omission by the Foundation that causes the School to be in default under the Charter, such Party may terminate this Agreement upon ninety (90) days written notice to the other provided that the other Party may prevent termination by curing such breach within ninety (90) days of receipt of such written notice.
- (d) If there will become known to the Board of Directors at any time after the effective day of this Agreement any material breach of the Foundation's obligations under this Agreement which, in the Board of Directors' reasonable judgment, jeopardizes the safety, health, or well-being of the students at the School, the Board of Directors will have the right to terminate this Agreement immediately.
- (e) If the State Board of Education determines to revoke or not renew the School's Charter for any reason.

8.3 Separation of Parties after Termination or Expiration

Upon expiration or termination of this Agreement, the Parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation. The School will remain open and operating in its normal course and the following obligations or rights of both Parties will remain in place:

- (a) The School will have the right to use the Proprietary Information, and the Foundation Proprietary Materials as defined under Section 9, currently in use by the School, until the last day of the then current school year. The School may continue to use the Proprietary Information and the Foundation Proprietary Materials indefinitely thereafter for a reasonable annual fee

agreed upon by the Parties or, if necessary, determined by an arbitrator pursuant to the arbitration provisions herein.

- (b) The Foundation will provide the School with all student records, financial reports, employee records, and other School data in the Foundation's possession and not then currently in possession of the School or the Board of Directors.
- (c) The Foundation will provide the School with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this Agreement, provided that the School will pay to the Foundation all fees, expenses and other costs of the Foundation's consultants and agents who provide assistance to the School or its students.

8.4 Obligations after Termination

In the event of termination or expiration of this Agreement, neither Party will have any further obligations to the other except for (i) those which cannot be disclaimed by law, (ii) liability for amounts accrued and unpaid hereunder, and (iii) obligations expressly stated in this Agreement to be, or otherwise by their terms are or are to continue to be, effective after the termination hereof.

8.5 Clarification of School Affiliation after Termination

In the event of termination or expiration of this Agreement, the Foundation may require the School to take such steps as will be necessary to make clear to the public that the School is no longer associated with the Foundation and those schools associated with the Foundation.

9. INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION

9.1 Ownership of Intellectual Property Rights

The School agrees that the Foundation will own all intellectual property rights in all material that is developed by the Foundation and shared with the School. The School will take reasonable measures to ensure that all contributions of its employees or consultants to such materials will constitute a "work made for hire" within the meaning of the Copyright Act of 1976, 17 U.S.C. 101.

9.2 License to Foundation Proprietary Materials

During the term of this Agreement, the Foundation will grant to the School a non-exclusive license to use the Foundation Proprietary Materials set forth on Exhibit A to this Agreement in connection with School Services. For the purposes of this Agreement, "School Services" means: educational and related services, namely, providing classroom instruction to students and operating a public charter school.

9.3 Trademark License

During the term of this Agreement, the Foundation will grant to the School a non-exclusive license to use the trademarks, service marks, slogans and logos set forth on Exhibit A to this Agreement, together with such other trademarks, service marks, slogans and logos as the Foundation may in its sole discretion authorize the School to use in writing (such trademarks, service marks, slogans and logos, collectively, the "Licensed Trademarks") in connection with School Services (the "Licensed Services").

9.4 Quality Control

The School will use the Licensed Trademarks only in the form and manner and with appropriate legends as prescribed from time to time by the Foundation and will not use any other trademark or service mark in combination with the Licensed Trademarks without prior written approval of the Foundation. So that the Foundation may monitor the nature and quality of the Licensed Services and the School's use of the Licensed Trademarks, the School will, upon request: (A) permit the Foundation to reasonably inspect the School's operations relating to the Licensed Services; and (B) supply the Foundation with specimens of all uses of the Licensed Trademarks in connection with the Licensed Services.

9.5 Goodwill of the Licensed Trademarks

The School will not knowingly dilute or disparage the Licensed Trademarks. The School agrees that any and all goodwill associated with the School's use of the Licensed Trademarks will inure to the sole benefit of the Foundation.

9.6 Use of Intellectual Property Following Termination

Upon the expiration or earlier termination of this Agreement, the School will cease further use of the Licensed Trademarks and the Foundation Proprietary Materials by the last day of the then current school year. Notwithstanding the foregoing, should the School be unable, despite diligent efforts on its part, to obtain and substitute other curriculum materials to replace some or all of the Proprietary Materials in sufficient time for the next school term, then the School may continue to use those portions of the Proprietary Materials which it was unable to replace for a reasonable annual fee agreed upon by the Parties or, if necessary, determined by an arbitrator pursuant to the arbitration provisions herein. However, the Foundation will have no obligation to provide any updates or other support for such materials, the School will remove any Licensed Trademarks from such materials, and the School will cease use of such materials as soon as practical but in no event later than the end of the school year immediately following expiration or termination of this Agreement.

10. INDEMNIFICATION

10.1 Liability

The Foundation will not be liable for any act or omission resulting in loss or damage to the School or the Board of Directors, or any of their respective affiliates, except to the extent that such loss or damage is caused by the gross negligence or willful misconduct of the Foundation. The liability of the Foundation, if any, under this Agreement will under no circumstances extend to indirect or consequential damages. Under no circumstances will the Foundation have any liability under this Agreement for any action taken by it at the direction of the Board of Directors except to the extent that the Foundation will have been grossly negligent or engaged in willful misconduct in the carrying out of such instructions.

10.2 Indemnification by the School

The School will hold harmless the Foundation and its affiliates, and their directors, officers, employees, subcontractors, agents or representatives (the "Foundation Indemnitees") from, against, and with respect to any and all claims, demands, suits, liabilities losses, damages, costs and expenses (including interest, penalties, and attorney's fees and disbursements) (collectively, "the Foundation Claims") in connection with any noncompliance by the School with any agreements, covenants, warranties, or undertakings of the School contained in or made pursuant to this Agreement or otherwise; or relating to any material breach of the representations and warranties of the School contained in or made pursuant to this Agreement, other than any Foundation Claims arising out of or as a result of the gross negligence or willful misconduct of the Foundation. In addition, the School will pay on the Foundation Indemnitee's behalf or reimburse the Foundation Indemnitee for any and all legal expenses and other costs associated with the defense of any Foundation Claim other than any Foundation Claims arising out of the gross negligence or willful misconduct of the Foundation. The School will not be responsible to indemnify any Foundation Indemnitee for any consent to entry of judgement or settlement or compromise of any Foundation claim effected without the School's prior written consent, which consent will not be unreasonably withheld.

10.3 Indemnification by the Foundation

The Foundation will indemnify and hold harmless the School and its affiliates, and their directors, trustees, officers, employees, subcontractors, agents or representatives (the "Charter School Indemnitees") from, against, and with respect to any and all claims, demands, suits, liabilities, losses, damages, costs, and expenses (including interest, penalties, and attorney's fees and disbursements) (collectively, "Charter School Claims") in connection with any noncompliance by the Foundation with any agreements, covenants, warranties, or undertakings of the Foundation contained in or made pursuant to this Agreement or otherwise; or relating to any material breach of the representations and warranties of the Foundation contained in or made pursuant to this Agreement, other than any

Charter School Claims arising out of or as a result of the gross negligence or willful misconduct of the School. In addition, the Foundation will pay on the Charter School Indemnitee's behalf or reimburse the Charter School Indemnitee for any and all legal expenses and costs associated with the defense of any Charter School Claim other than any Charter School Claim arising out of the gross negligence or willful misconduct of the School. The Foundation will not be responsible to indemnify any Charter School Indemnitee for any consent to entry of judgement or settlement or compromise of any Charter School claim effected without the Foundation's prior written consent, which consent will not be unreasonably withheld.

11. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the breach hereof will be finally settled by arbitration. The arbitration will be held in Connecticut and will be conducted in accordance with the Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration.

12. EVALUATION OF THE FOUNDATION'S PERFORMANCE

12.1 The Board is responsible for overseeing and monitoring this Agreement with the Foundation. The Foundation's performance will be assessed in three critical dimensions: (1) academic support, (2) finance, fundraising and operational support, and (3) general support. The Board shall consider feedback from the Principal in its evaluation of the Foundation.

In addition to ongoing informal conversations among officers of the Foundation and officers of the Board, the Board shall convene in Executive Session at its monthly meetings in January and May to assess the Foundation's performance, using the following criteria as a guide:

Service	Criteria for Evaluation
Tutor and Staff Recruitment Support	<ul style="list-style-type: none"> • The Foundation has presented a sufficient number of high quality Tutor Corps candidates for the School to be on track to staff its Tutor Corps for the upcoming school year. • The Foundation has sourced and recruited a high quality pool of teacher and administrator candidates for open positions. • The Foundation coordinates scheduling and logistics for onsite interviews such that the School is able to effectively make hiring decisions.

AmeriCorps and Tutor Support	<ul style="list-style-type: none"> • The Foundation has provided support that has facilitated the School's efforts in meeting its obligations relating to the Foundation's AmeriCorps grant. • The Foundation has provided support that has facilitated the School's efforts to manage the Tutor Corps and bolster the service tutors provide to students. • The Foundation has provided effective professional development opportunities to the Tutor Corps in the form of <i>Great Oaks Forum</i> and <i>Beyond the Corps</i>.
Operational Support	<ul style="list-style-type: none"> • The Foundation has supported the School in identifying adequate facilities options to accommodate for the school's future expansion. • The Foundation's marketing efforts have helped the school to remain on track to meet its student and staff recruitment goals. • The Foundation has assisted the School in securing and maintaining Tutor Corps housing. • The Foundation has assisted in the procurement and maintenance of relationships with third party vendors that provide IT, facilities, and food services to the School. • The Foundation has provided professional development support to the School's operational leaders via meetings with Foundation operational personnel and other Great Oaks operational leaders.
Fundraising Support	<ul style="list-style-type: none"> • The Foundation has raised sufficient funds, including federal and state grants, to support the School's operating needs.
Human Resources Support	<ul style="list-style-type: none"> • The Foundation has arranged for the administration of employee benefits for School personnel and provided advice and counsel regarding human resources. • The Foundation has assisted the School in developing human resources policies.
Finance Support	<ul style="list-style-type: none"> • The Foundation has provided the School with timely and accurate financial reports in order to enable effective financial planning with regard to actual revenues/expenses versus budget. • The Foundation has provided the School with effective strategies and alternatives when faced with budgetary questions that require reallocation of resources. • The Foundation has produced an annual budget that meets the academic and programmatic needs of the School and is fiscally sustainable both in the short- and long-term. • The Foundation has maintained adequate controls over all books and records in order to facilitate a clean financial audit on an annual basis.

	<ul style="list-style-type: none"> •The Foundation has provided the School with timely and effective transaction processing in the areas of cash receipts, cash disbursements, and payroll. •The Foundation has effectively managed cash receipts and disbursements in order to avoid any interruption to the School's operations.
Academic Support	<ul style="list-style-type: none"> •The Foundation has provided high-quality, effective school support, coaching, technical assistance and professional development to leaders, administrators, teachers, tutors and other instructional staff. •Teachers and tutors have access to high quality curriculum units and rigorous assessments that are aligned to state standards.
Governance Support	<ul style="list-style-type: none"> •The Foundation has made key personnel readily available to the Board of Trustees in order to support the School's governance. •The Foundation has provided the Board with clear, informative updates on the fiscal, operational, and academic standing of the School.

The Board shall provide feedback to the Foundation as appropriate. The Board shall have the right to terminate this Agreement if it determines that the Foundation has not met the performance criteria outlined above.

- 12.2** Board officers will participate in two (2) meetings per year of a Steering Committee composed of the officers from the Great Oaks Foundation Board together with the officers of the other Great Oaks Charter Schools. The purpose of the Steering Committee is to facilitate cross-school collaboration and initiatives that promote student success and to discuss the Foundation's strategic direction.

13. MISCELLANEOUS PROVISIONS

13.1 Notices

All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or another address as either Party may designate from time to time.

If to the Charter School, to:

Great Oaks Charter School – Bridgeport
510 Barnum Avenue, Third Floor
Bridgeport, CT 06608
Attn: Principal and Board Chair

If to the Foundation, to:

Great Oaks Foundation
200 Broadway – 3rd Floor
New York, NY 10038
Attn: President

13.2 Rights and Remedies Cumulative; Governing Law

The rights and remedies of either Party under this Agreement will be cumulative and in addition to any other rights given to either Party by law, and the exercise of any right or remedy will not impair either Party's right to any other remedy. This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of Connecticut.

13.3 Enforceability and Validity of Certain Provisions

If any provisions of this Agreement will be held, or deemed to be, or will, in fact, be inoperative or unenforceable as applied in any particular situation, such circumstances will not have the effect of rendering any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained will not affect the remaining portions of this Agreement or any part hereof.

13.4 Amendment; Entire Agreement

This Agreement will not be changed, modified, or amended nor will a waiver of its terms or conditions be deemed effective except by written consent of the Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, in respect thereof.

13.5 Waiver

The failure by either Party hereto to insist upon or to enforce its rights will not constitute a waiver thereof, and nothing will constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power, or remedy created hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No waiver by any Party hereto to any breach of or default in any term or condition of this Agreement will constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

13.6 Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party. Both Parties acknowledge that an assignment of this Agreement by either Party may constitute a revision of the Charter and may require approval by the Connecticut State Board of Education.

13.7 Form of Execution

This Agreement may be executed by facsimile and in any number of counterparts, each of which will be an original, but all of which will together constitute one and the same instrument.

13.8 Compliance with Law

Each of the Parties will manage and operate the School, and will conduct all of its affairs in compliance with all applicable federal, State, and local statutes, rules and regulations, including without limitation requirements prohibiting discrimination in employment, and with all applicable requirements, terms and conditions established by any federal or State funding source.

13.9 FERPA

The School hereby designates employees of the Foundation, to the extent permitted by law, as agents of the School having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. 5 1232g, the Family Educational Rights and Privacy Act, and its corresponding regulations (34 C.F.R. Part 99) ("FERPA"). The Foundation, its officers, and employees will comply with FERPA at all times.

13.10 Access to Records

The Foundation and its employees, officers, and representatives will have access to the properties, books, and records of the School. The School will furnish such information and documents in its possession relating to the School as the Foundation may reasonably request. The School will have access at all times to the properties, books, and records of the School held by the Foundation. The Foundation will furnish such properties, books, and records in its possession to the School as the School may request in the School's sole discretion. This provision will survive the termination or expiration of this Agreement until all payment and other obligations of the School to the Foundation hereunder have been satisfied in full.

13.11 Relationship of Parties

In order to facilitate the effective operation of the School, the Foundation shall assist the Principal, as needed, in the management of key School personnel; provided, that nothing herein shall reduce the Board's responsibility for the

operation of the School or hinder the Board in exercising effective supervision of the School. However, except as expressly provided in this Agreement, no agent or employee of the Foundation will be deemed to be the agent or employee of the School and no agent or employee of the School will be deemed to be the agent or employee of the Foundation. Except as otherwise provided in this Agreement, each Party will be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the Parties is based solely on the terms of this Agreement, and the terms of any other written agreements between them.

13.12 Absence of Partnership

Neither this Agreement nor any arrangement contemplated hereby will create the relationship of partners, joint ventures, or principal and agent between the Parties hereto or any of their respective affiliates, except as the Parties expressly agree otherwise in writing.

13.13 Further Actions

Each Party hereto agrees to cooperate in taking such actions and doing or causing to be done all things necessary, proper, or advisable or reasonably requested by the other Party hereto to effect the intent and purpose of this Agreement and implement the transactions contemplated hereby.

13.14 Delegation of Authority

Nothing in the Agreement will be construed as delegating to the Foundation any of the powers or authority of the School which are not subject to delegation by the School under Connecticut law.

13.15 Survival

All representations, warranties, and indemnities made herein will survive termination of this Agreement.

13.16 Compliance with Section 10-66uu of the Connecticut General Statutes

Each of the Board and the Foundation shall ensure compliance with the provisions of Section 10-66u of the Connecticut General Statutes regarding the applicability of FOIA to the records and files related to the administration of the School by the Foundation.

In witness whereof, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives.

This Agreement contains a binding arbitration provision, which may be enforced by the Parties.

Great Oaks Foundation, Inc.

By: _____

Title: President

Date: _____

Great Oaks Charter School – Bridgeport

By: _____

Title: Chair of the Board of Directors

Date: _____

Exhibit A

The name “Great Oaks Charter School”

The logo and service mark as represented below, and variations thereon.

GREAT OAKS



CHARTER SCHOOLS

Great oaks, from little acorns grow

GREAT OAKS



CHARTER SCHOOLS