

# **IX.F.**

## **Connecticut State Board of Education Hartford**

May 4, 2022

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 fourth day of May, Two Thousand Twenty-two

Signed: \_\_\_\_\_  
Charlene M. Russell-Tucker, Secretary  
State Board of Education

**Connecticut State Board of Education  
Hartford**

**TO:** State Board of Education

**FROM:** Charlene M. Russell-Tucker, Commissioner of Education

**DATE:** May 4, 2022

**SUBJECT:** Approval of Charter Management Agreement –Great Oaks Charter School, Bridgeport

**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 (charter management agreement) 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 twelve. Great Oaks Foundation is a not-for-profit charter management organization (CMO) that supports public 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 April 6, 2022, the SBE renewed the charter for Great Oaks Charter School for the period from July 1, 2022, through June 30, 2024, 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. Having obtained renewal of its charter on April 6, 2022, 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 Connecticut State Department of Education 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.

Prepared by: Robert E. Kelly, Charter School Program Manager  
Turnaround Office

Louis Todisco, Attorney  
Division of Legal and Governmental Affairs

Approved by: Michael McKeon, Director  
Division of Legal and Governmental Affairs

## **Services Agreement**

### **By and Between**

**The Great Oaks Foundation, Inc.**

### **And**

**Great Oaks Charter School – Bridgeport**

Pursuant to and consistent with Connecticut General Statutes §10-66aa, as amended by Public Act 15-239, this whole school management services agreement (the “Agreement”) is made and entered into effective as of July 1, 2022 (the “Effective Date”) by and between The Great Oaks Foundation, Inc., a New York not-for-profit corporation (“the Foundation”), serving as a charter management organization under this Agreement, and Great Oaks Charter School – Bridgeport, Inc., a Connecticut non-profit non-stock 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 support and manage charter schools;

**Whereas**, the Foundation provides benefits that would not be available to an independent, stand-alone school;

**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, as renewed and amended 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 grant to support charter schools.

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

**“Executive Director”** means the employee of the School responsible for the daily management of the School.

**“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 Framework”** means the Foundation’s educational approach and standards and measures of a quality school, incorporating high dosage tutoring.

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

**“Proprietary Materials”** means all copyrighted or otherwise proprietary (as recognized under law) instructional materials, training materials, curriculum and lesson plans, and any other materials developed in whole or in part by a Party to this Agreement, along with its employees, agents, or subcontractors.

**“Non-Competitive Public Revenue of the School”** means revenue derived from federal and State funds received by the School, on a per pupil basis, including those per pupil funds received pursuant to Connecticut General Statutes §10-66ee; it does not include federal or state grants that are not awarded on a per pupil basis, or special education funding provided by any sending/residing school district pursuant to Connecticut General Statutes §10-66ee(d)(5).

**“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.

**“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 Materials, and the Great Oaks Framework. 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, i) any Proprietary Materials that will be made available to the School and the ii) Great Oaks Framework, 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.
- (g) Charter Contract Provisions. The Foundation acknowledges that the Charter Contract between the School and the State of Connecticut mandates that all of the School's contracts contain certain provisions, including provisions relating to audits and non-discrimination. Said provisions are incorporated into this Agreement by reference. See Exhibit B.

## **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 a non-profit, non-stock corporation duly organized under the laws of Connecticut 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 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 (or provision of services by) 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 that relate to its services.

### **3. AUTHORITY**

#### **3.1 Delegation of Authority to the Foundation**

The Board authorizes the Foundation to undertake the functions specified in this Agreement in regard to academics, Fellow, 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. Notwithstanding the foregoing, nothing herein shall be construed as having the effect of reducing the Board of Director's responsibility for the operation of the School, or which would hinder the Board in exercising effective supervision of the School.

#### **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, and to the extent permitted by law, the Foundation may subcontract any and all aspects of all services it agrees to provide to the School; provided, that the Foundation will not subcontract its support 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, as may be permitted by law. 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 representation, obligation or liability under this Agreement. Nothing in this Section shall be deemed to create a right for the Foundation to seek reimbursement from the School for expenses that the Foundation may incur in subcontracting.

#### **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. The Foundation acknowledges that the Charter Contract between the School and the State of Connecticut mandates that all of the School's contracts contain certain provisions, including provisions relating to audits and non-discrimination. See Exhibit B. Said provisions are incorporated into this Agreement by reference.

#### **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 and support to the School related to these duties and obligations set forth herein. All implementation is predicated on regular and ongoing communication between the Foundation staff and the School staff, to which both the Foundation and the School commit.

##### **4.1 AmeriCorps Fellow Corps Recruitment Support**

- (a) The Foundation will recruit and screen a broad and high-quality pool of prospective candidates for AmeriCorps Fellow positions for the School. The total number of Fellows recruited for each school year will be decided by the School in consultation with the Foundation by April 1 prior to the upcoming school year. The actual number of Fellows recruited and hired will be subject to the provision of program funding by the federal government and AmeriCorps. So long as the School provides the time and resources necessary to interview and hire the determined number of Fellows, the Foundation will complete recruitment by July 31 of each year.
- (b) The Foundation will undertake extensive marketing efforts in order to source Fellow 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 Fellow Corps. Selected applicants will then be referred to the School for a one-hour site-based interview that will be a joint interview with the Foundation recruitment manager and the School's hiring manager, with the decision to extend an offer of service held by the School. However, if the hiring manager does not attend or fails to reschedule 48 hours before the scheduled interview, the Foundation recruitment manager may conduct the interview and hire on behalf of the School.
- (d) The Foundation will send offer agreements to candidates that the School deems to be a fit for the Fellow 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 Fellows 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 designee and/or Fellow Corps Director in screening, hiring, and training members of the Fellow Corps who wish to become second year Fellows or Fellow Leads.

##### **4.2 AmeriCorps Program and Fellow Support**

- a) Through the funding provided by the federal AmeriCorps program for each academic year covered by this Agreement, the Foundation will pay living allowances directly to the School's Fellows and Fellow Leads on a bi-weekly basis throughout their respective terms of service at a rate consistent with the program grant(s) and any applicable AmeriCorps requirements
- b) To ensure the maintenance of the grant that provides Fellow Corps living allowances and other support, the Foundation will monitor and assist the School's compliance with the terms of the AmeriCorps grant, including but not limited to: completion of Fellow candidate criminal history, abuse/neglect, and other required employment background checks, file completion, proper enrollment and exiting of members, adherence to the content of the AmeriCorps Contract, tracking of Fellow 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, as may be amended from time to time, detailing AmeriCorps compliance requirements and best practices.
- d) The Foundation will provide program vision, clarity of purpose, and culture by establishing the vision and mission of the Fellows program in alignment with the federal grant, aligning school implementation strategy and resources to achieve grant objectives, and assisting the School in cultivating the desired culture of the program through training and development of site-based Fellow leadership.
- e) The Foundation will provide ongoing professional development and Fellow Corps management support to appropriate School leaders responsible for curriculum and instruction throughout the year. The Foundation will also provide ongoing support to the Fellow Corps Director in the leadership and management of the Corps, as well as appropriately addressing AmeriCorps compliance and Human Resources matters. This will include Fellow effectiveness rubrics as well as ongoing professional development for the Fellow Corps. The Foundation will support the School on the implementation of the Fellow curriculum as designed by the School, in alignment with the Great Oaks framework.
- f) The Foundation will support a site-based Teacher Residency program for participating Fellows to become classroom teachers. This work includes the design of partnerships with higher education institutions to train and credential Fellows, assist with the identification and development of promising Fellows into the Residency, and work with the School to ensure the program is implemented effectively.
- g) The Foundation will provide ongoing professional development and resources that supports Fellows' performance in providing mentorship, creating positive school culture in their work with students, and in developing individual leadership skills. The Foundation will assume the expenses associated with participation of the School's Fellows in professional development events, including the *Great Oaks Forum* and *Beyond the Corps Day*.
- h) The Foundation will provide the School with the necessary training resources to effectively develop the Fellows. These resources include content for tutorial, an instructional leadership platform for storing observations, evaluation rubric, and training resources, such as scope & sequence. The Foundation has available potential curriculum, priority areas of focus, and processes for implementation in tutorial and shall provide the School with any such materials upon the School's request.
- i) The Foundation will support program implementation, evaluation, and improvement, as may be requested by the School. This includes support on effective operations of the Fellowship, including but not limited to, how to set up tutorial spaces, how many students to assign to Fellows, how to match Fellow Leads to cohorts of Fellows; monitoring the quality of implementation in alignment with the grant, support School-based concerns, and identify and support effective School-based innovations.

### 4.3 Operational Support

- (a) The School may request additional services of the Foundation relating to any future expansion of the School, including requesting that the Foundation research, provide and prepare for any future expansion which may include the leasing and development of space necessary to accommodate the School's growth, as well as the project management necessary to bring such initiatives to fruition. These mutually agreed-upon services may require additional fees to the School.
- (b) The Foundation will advise on student recruitment. This will include sharing best practices in planning and enrollment systems, community outreach, marketing, online and direct mail, data analysis, and progress tracking.

- (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 annual process of updating the Fellow Housing License in collaboration with the School. The Foundation will support School staff in developing local housing facility guidelines, supporting the annual check-in and check-out processes, supporting the school team in managing problems and maintenance request from residents, and supporting the operational setup of facilities (procurement of furniture, utilities, etc.).
- (e) The Foundation shall support the School, as needed, in meeting its compliance requirements as mandated by the Authorizer and/or by law, and will assist and provide support in the School's preparation of its charter renewal application.
- (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, subject to applicable exemptions and redactions.
- (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.

#### **4.4 Fundraising Support**

- (a) The Foundation will fundraise on behalf of the School to augment the revenue the School receives from public (State and Federal) and private 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. The Foundation will facilitate the disbursement of Charter School Program funds procured for the School in the event that such funding is available to the Foundation during the term of this Agreement.
- (b) Monies raised by the Foundation specifically for the School will be provided to the School and used only for the benefit of the School. The Foundation shall have sole authority and discretion as to how it shall disburse monies raised by the Foundation for its work supporting schools in the Great Oaks network. Where restricted dollars are raised for the School and/or other Great Oaks schools, the Foundation will share any learnings across the Great Oaks network to build and strengthen promising practices.
- (c) 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.
- (d) 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.
- (e) The Foundation will coordinate management of grants received by the School and apply for grants on behalf of the School, and ensure proper grant budget tracking and compliance with any grant conditions, including the completion of any reporting requirements in connection therewith.

#### **4.5 Human Resources and Employment-Related Support**

- (a) The Foundation will support the School in annually updating the “Employee Handbook” which enumerates personnel policies for the School’s employees. The Foundation will provide to the School any “Employee Handbook” that it may develop.
- (b) The Foundation will lead 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 online human resources platform utilized by the School.
- (c) The Foundation will provide additional human resources-related support for all staff and Fellows as follows:
  - a. Assisting with the processing of employment verification forms and verifying employment inquiries;
  - b. Subject to Board oversight, assuming full responsibility for administrative hearings and legal proceedings including but not limited to:
    - i. Division for Human Rights/Commission on Human Rights and Opportunities and related equal employment opportunity investigations and hearings;
    - ii. Unemployment hearings;
    - iii. Workers compensation hearings;
    - iv. Disability hearings; and
  - c. Communicating with employees regarding accommodations, FMLA and Short-Term Disability Leave
- (d) In addition, the Foundation will provide the following human resources-related support for all Fellows:
  - i. Serve as a consultant for performance improvement plans and terminations;
  - ii. Assist with the process of rolling out intent to return forms;
  - iii. Addressing and/or resolving human-resources-related queries and grievances and harassment complaints; and
  - iv. Sending exit surveys to employees who are departing from the School.
- (e) The Foundation will provide School leadership and staff with employment trainings as required by law, including but not limited to anti-harassment and civility training.
- (f) The Foundation will provide School leadership with access to its applicant tracking system.
- (g) Nothing herein shall be deemed to create an employer/employee relationship between the School's employees and the Foundation, or between the Fellows and the School.

#### **4.6 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 manage and 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 draft

audited statements to the Board of Directors by October 1<sup>st</sup> of each year, to ensure delivery of final audited statement by the deadline designated by the Authorizer.

- (c) The Foundation will work with School leadership to develop and present an annual budget for the Board of Directors' approval. The Foundation will i) share with the School leadership by February 1<sup>st</sup> a budget projection for the following School year, and ii) work with School Leadership to develop and prepare a draft budget for presentation to the Finance Committee and the Board of Directors by April 1<sup>st</sup>.
- (d) The Foundation will be responsible for the transaction processing of the following accounting systems on behalf of the School: cash receipts, accounts payable, cash disbursements, and payroll.
- (e) 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; such policies and coverages procured by the Foundation on behalf of the School are subject to the prior approval of the School.
- (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.

#### **4.7 Framework Support**

- (a) The Foundation will support the School to accomplish the following goals, monitoring progress through adherence to time-bound benchmarks developed in coordination with the Executive Director. Annual benchmarks will be developed prior to August 1 and interim quarterly benchmarks will be developed prior to the commencement of each academic quarter. Support in each area focuses on work with School Leadership in the implementation of key initiatives, as described in the Great Oaks Framework.
  - i. Implementation of research-based effective practices in aspects of school, including but not limited to teaching and learning, school design, social-emotional support and assessment.
  - ii. Effective use of formative data assessment results and the data dashboard (which includes student progress and teacher support) by Foundation and School staff to inform instructional decisions.
  - iii. 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.
  - iv. Shifting of school practices towards strength-based youth development and restorative practices.
- (b) Relating specifically to Fellow practice, the Foundation will collaborate with the School to facilitate the creation and/or dissemination of the following:
  - i. Ongoing professional development for Fellow Corps managers. The Foundation will also provide ongoing support to the Fellow Corps Director in the leadership and management of the Corps. This will include tutor effectiveness rubrics as well as ongoing professional development for the Fellow Tutor Corps.
  - ii. A specific arc of Fellow development, ensuring that the Fellows are prepared to implement the Framework. This will include, but not be limited to national gatherings at the beginning of the year of service and then ongoing moments at the start of the year. The School will be responsible for providing site specific information (curriculum, instructional practices, cultural norms, schedule, etc.). The School and

a Foundation designee will coordinate to ensure a coherent approach to training and an ongoing assessment of Fellow effectiveness.

iii. Provide network-wide opportunity for residency mentor teachers/teacher leadership to engage in development as mentor teachers

(c) The Foundation will utilize the following methods of collaboration to accomplish the aforementioned in order to enhance the School's academic performance:

- i. Coaching of the Executive Director and other School leaders by the Foundation's academic team that will take place on a weekly basis.
- ii. Regular meetings (no less than weekly, either in person or via video conference, between the Executive Vice President and the Principal to support teacher and student development.
- iii. 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 Executive Director.

#### **4.8 Governance Support**

- (a) The Foundation will make key personnel reasonably available for advice and consultation with members of the Board of Directors and the School's Executive Director.
- (b) The Foundation's President, Executive Vice President, Chief Operating Officer, and Chief Financial Officer will attend monthly meetings and Committee meetings of the Board in order to robustly support the governance of the School.
- (c) The Chief Financial 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 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. Notwithstanding the foregoing, nothing here shall be construed as having the effect of reducing the Board of Director's responsibility for the operation of the School, or which would hinder the Board in exercising effective supervision of the School.

#### **4.9 Data Systems and Reporting**

- (a) The Foundation will work closely with the School on the systems of data governance, infrastructure and systems for collection and monitoring of data as part of ensuring that the School has correct and up-to-date data easily accessible. The Foundation will ensure that the data is readily accessible for use through its online data systems provided that the School effectively implements a student information system and a learning management system in alignment with the Foundation's data governance policies.
- (b) To the extent (and only for those purposes) permitted by the Family Educational Rights and Privacy Act, and consistent with this Agreement, the Foundation will have access to student-level data that will include, but not be limited to, student attendance, culture, performance (e.g., grades, MAP) and benchmark assessments as well as teacher and

Fellow evaluations. The Foundation understands that it may not share such data with any third parties without the approval of the School or in any manner that is in violation of federal and state student records and privacy laws (including but not limited to the Family Educational Rights and Privacy Act), as referenced in Section 13.9 of this Agreement.

#### **4.10 Leadership Support**

- (a) The Foundation will support the Executive Director's growth and development. Such support may take the form of coaching. The Foundation will also support the growth of the Executive Director's leadership team by conducting an annual summer leadership training and ongoing professional learning conversations both at the School and remotely.
- (b) The Foundation will assist the Board in defining the qualifications of the Executive Director and in identifying, selecting and recruiting appropriate candidates when needed. The Executive Director will be an employee of the School, reporting to the Board and the Foundation, and the selection and retention of the Executive Director will be at the discretion of the Board.
- (c) The Foundation shall coordinate the evaluation process for the Executive Director. In consultation with and subject to the approval of the Board, the Foundation shall develop the evaluation instruments, tools, metrics and rubrics for the evaluation of the Executive Director. Using such evaluation materials, the Foundation shall conduct the evaluation process and prepare a draft written evaluation report for consideration and approval (or other action) by the Board, provided that nothing herein shall diminish the ultimate responsibility for the evaluation and employment of the Executive Director by the Board.
- (d) Should the Foundation or the Board decide that the Executive Director 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 with recommendations for improvement. If appropriate, the Foundation will provide a recommendation for termination of the Executive Director, 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. If the Board decides within its sole discretion 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 Executive Director shall remain solely with the Board.
- (e) The Foundation will support ongoing professional development for members of the School leadership team 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 Executive Director 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 if and when the Foundation prepares any policies of the School, which will be consistent with the Charter. Notwithstanding the foregoing, the School retains the sole authority to approve and implement its policies.

## **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 Authorizer 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 Fellow Fees**

As compensation for the Foundation's 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 6.00% 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 "Fellow Fee") each fiscal year in an amount representing the product of \$6,750 and the number of first-year AmeriCorps Fellows; the product of \$6,750 and the number of second-year AmeriCorps Fellows; and the product of \$12,850 and the number of Fellow Leads at the School.

If, after the beginning of the fiscal year, the School hires a Fellow into a staff position at the School, the Foundation shall retain any portion of the Fellow Fee previously paid by the School to the Foundation for such Fellow and shall pay the Foundation any remaining portion of the applicable Fellow Fee owed by the School to the Foundation for such Fellow. The School's obligation to pay the Foundation for such Fellow shall be capped at the applicable Fellow Fee set forth in the preceding paragraph.

Additionally, the School will pay the Foundation an amount for any additional expenses assumed on the School's behalf, provided that such expenses have been preapproved and authorized by the School.

The Support Services 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. The Fellow Fee shall be paid in such manner as the Board and the Foundation shall agree and the Board shall approve.

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 (including any subcontractors) in the performance of this Agreement will be included in the Support Services Fee and will not be reimbursed to the Foundation from the School.

#### **5.4 Fellow Recruitment**

After the Foundation has carried out its obligation to present a sufficient number of high-quality Fellow Corps candidates for the School to staff its Fellow Corps, the School shall provide the time and resources necessary to interview and hire the number of Fellows for each school year as decided by the School in consultation with the Foundation prior to April 1<sup>st</sup> of the upcoming year. For example, the School will accommodate the following candidate interview schedule in order to hire a Fellow Corps composed of 45 Fellows for the 2022-2023 school year:

1. During the months of November, December and January, at least 10 candidates per week;
2. During the months of February and March, at least 15 candidates per week
3. During the months of April, May, June and July, at least 20 candidates per week.

#### **5.5 Attorney and Audit Firms**

The Foundation will use its best efforts to provide the School with access to pro bono legal counsel, as needed and where permitted by law. Notwithstanding the foregoing, the School shall be responsible for compensating any attorney it selects and retains on its own, and the School shall use separate legal counsel in its dealings with the Foundation. With input from the Foundation, the School shall select the School's audit firm, which shall be retained and compensated by the School.

#### **5.6 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.

#### **5.7 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.

#### **5.8 AmeriCorps Compliance**

- (a) The School will perform the following AmeriCorps compliance tasks for the Fellows: completion of Fellow candidate criminal history background checks, AmeriCorps file completion and management, proper enrollment and exiting of members, adherence and monitoring of all requirements as articulated in the AmeriCorps Member Service Contract, tracking and planning of Fellow service work hours and term, management of member performance and evaluation, proper utilization of members in service, and required proper tracking of student growth performance measures.
- (b) The School will provide Fellows with evidence-based curriculum from current educational researchers. The specific curriculum will be determined by the School's Executive Director in his/her sole discretion, after consultation with the Foundation's Chief Program Officer 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 current AmeriCorps grant, 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 record dosage in the America Learns portal.
  2. Each nationally normed assessment shall 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 Chief Program Officer and Executive Vice President and the School's Executive Director.
- (d) At least twice per year, the School will provide the Foundation with an accurate description of Fellow demographics, Fellow enrollment, Fellow retention, demographics of the student population served, dosage (student attendance), student growth data, financial statements pertaining to expenditures related to the AmeriCorps grant, Fellow and staff activity logs and stories from service. The reporting schedule will be determined by AmeriCorps.
- (e) At least twice per year, the School will support and assist Foundation AmeriCorps staff in conducting an internal AmeriCorps compliance audit.
- (f) The School will regularly report progress to Foundation AmeriCorps staff as required. The School will follow all processes and implement all required systems for collection and monitoring of data, including:
1. Fellow primary and secondary service roles and responsibilities
  2. Fellow service schedules
  3. Fellow service hours requirements
  4. Intervention plans
  5. Fellow performance data through regular time audits of service hours
  6. Fellow observations as captured in performance evaluations, tutorial walkthroughs and an online observation platform (for example, Teachboost)
  7. Fellow misconduct and resulting disciplinary actions
  8. Fellow development plans
  9. Performance data through multiple measures delineated below:
    - a. Fellow performance evaluations: regular observations of at least 15 informal and 2 formal evaluations with an online observation platform
    - b. At least one monthly student performance task/assessment reviewed by Foundation AmeriCorps staff
    - c. Member experience walkthrough by the Foundation AmeriCorps team, including review of tutorial dosage and implementation of strategy.
  10. Plans for mandatory National Days of Service and mandatory service day
  11. Suspensions of service approved by the Foundation AmeriCorps team
  12. Removal from the School.
  13. Terminations of service approved by the Foundation AmeriCorps team
  14. AmeriCorps staff records, including time records and criminal background checks
  15. AmeriCorps Problem Solving Process, Member Service Contract and Housing License
- (g) The School will provide the Foundation comprehensive data exports directly from all data sources in the format and time period required by the Foundation for AmeriCorps reporting purposes. Nationally normed assessment scores and state test data will be uploaded and shared with the Foundation upon completion of the administration of each assessment. The School will be required to share student demographic information from state reporting systems for the grades in which Fellows are directly serving in conjunction with student

performance data. Student ID numbers used for nationally normed assessment and those in the demographic spreadsheet must be the same. The Foundation is accountable to the School for keeping all shared data private and secured consistent with its obligations under applicable federal and state student records and privacy requirements as referenced in Section 13.9 of this Agreement.

- (h) The School shall track Fellow enrollment and be responsible for retention goals, student dosage, student performance goals, and Fellow file management and shall perform other tasks necessary to allow the Foundation to remain in good standing with the terms of the AmeriCorps grant.
- (i) The School will maintain dedicated personnel responsible for evaluation, HR support, and compliance of its Fellow Corps.
- (j) The School will conduct a Fellow orientation that consists in part of required AmeriCorps elements. During the orientation, each Fellow will be provided with a "Fellow Contract." The contract spells out the terms and conditions of the year of service Fellows give at the School.
- (k) The School shall permit all Fellows to participate in *the Great Oaks Forum*, a two-day Fellow training and orientation event held during the summer prior to each school year, at the Foundation's sole cost and expense.
- (l) 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.
- (m) The School will follow AmeriCorps HR guidelines and work in collaboration with the Foundation on determining the termination of any and all Fellows. The School is responsible to inform and consult with the Foundation prior to a final decision to ensure alignment with AmeriCorps and HR policies and procedures. The parties acknowledge that while the School has the authority to terminate a Fellow's placement and assignment at the School, it is the Foundation that has the authority to terminate the Fellow's participation in the program as a whole.
- (n) The School will provide program, school and site leader rosters (including names and email addresses) at least three times per year for perception surveys using Foundation provided .csv template.
- (o) The School will provide teacher rosters (including names and email addresses) at least three times per year for perception surveys using Foundation provided .csv template.
- (p) The School will provide student rosters (including names, email addresses, and demographic information including race/ethnicity, gender, economic disadvantage measure, and SPED and ELL status) at least three times per year for perception surveys using Foundation provided .csv template, subject to the Parties' obligations under applicable federal and state student records and privacy requirements as referenced in Section 13.9 of this Agreement.
- (p) The School will provide family rosters of at least one parent/guardian (including names, email addresses, and demographic information of child/children attending school including race/ethnicity, gender, economic disadvantage measure, and SPED and ELL status) at least three times per year for perception surveys using Foundation provided .csv template, subject to the Parties' obligations under applicable federal and state student records and privacy requirements as referenced in Section 13.9 of this Agreement.

## 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 is subject to the approval of the Connecticut State Board of Education, consistent with Connecticut General Statutes 10-66tt. This Agreement shall take effect only upon approval by the State Board of Education, and shall be effective as of July 1, 2022.

### **7.2 Agreement Duration**

This Agreement will have a term commencing on the Effective Date and ending upon the expiration of the Charter Contract between the School and the State of Connecticut. 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 of this Agreement, and any unpaid **loans made by the Foundation to the School**. 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. The Foundation and the School will coordinate any planned or voluntary dissolution with the appropriate public school district to facilitate reintegration of the School's students and their records, and will cooperate with the State Department of Education and said district with respect to the same..
- (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 Termination without Cause**

This Agreement may be terminated by the School with no less than 60 days prior written notice and by the Foundation with no less than 180 days prior written notice ("the notice period"), provided that (absent mutual written agreement), no termination shall take effect prior to the conclusion of the school year following the end of the notice period.

### **8.2 Termination for Cause**

This Agreement may also be terminated for cause 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 Foundation Proprietary Materials as defined under Section 9, currently in use by the School, until the last day of the then current school year in which the termination takes effect. The School may continue to use 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 effective date of 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 MATERIALS**

### **9.1 Ownership of Intellectual Property Rights**

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

The Foundation agrees that the School will own all intellectual property rights in all Proprietary Materials that are developed by the School and shared with the Foundation, as such rights are defined in this Agreement. The Foundation will take reasonable measures to ensure that all contributions of its employees or consultants to such Proprietary 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 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 in connection with School Services. For the purposes of this Agreement, "School Services" means: all services provided by the Foundation pursuant to this Agreement. Similarly, during the term of this Agreement, the School will grant to the Foundation a non-exclusive license to use the School's Proprietary Materials in connection with School Services.

## **9.3 Mark License**

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

## **9.4 Quality Control**

The School will use the Licensed Marks only in the form and manner and with appropriate legends as prescribed from time to time by the Foundation and will not knowingly use any other trademark or service mark in combination with the Licensed Marks 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 Marks, 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 Marks in connection with the Licensed Services.

## **9.5 Goodwill of the Licensed Marks**

The School will not knowingly dilute or disparage the Licensed Marks. The School agrees that any and all goodwill associated with the School's use of the Licensed Marks 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 Marks 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 Foundation Proprietary Materials in sufficient time for the next school term, then the School may continue to use those portions of the Foundation 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 Marks 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.

Upon the expiration or earlier termination of this Agreement, the Foundation will cease further use of the School's Proprietary Materials by the last day of the then current school year.

## **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 negligent or intentional acts or omissions 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 negligent or intentional acts or omissions 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 negligent or intentional acts or omissions of the School. In addition, the Foundation will pay on the Charter School Indemnatee's behalf or reimburse the Charter School Indemnatee 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 Indemnatee 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 Executive Director and other School Leadership Team members 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 a monthly Board meeting between January and May each year to assess the Foundation's performance, using the following criteria as a guide:

Service	Criteria for Evaluation
Fellow Recruitment Support	<ul style="list-style-type: none"> <li>• The Foundation has presented a sufficient number of high quality Fellow Corps candidates for the School to be on track to staff its Fellow Corps for the upcoming school year.</li> <li>• The Foundation coordinates scheduling and logistics for onsite interviews such that the School is able to effectively make hiring decisions.</li> </ul>
AmeriCorps and Fellow Support	<ul style="list-style-type: none"> <li>• The Foundation has provided support that has facilitated the School's efforts in meeting its obligations relating to the Foundation's AmeriCorps grant.</li> <li>• The Foundation has provided support that has facilitated the School's efforts to manage the Fellow Corps and bolster the service Fellows provide to students.</li> <li>• The Foundation has provided effective professional development opportunities to the Fellow Corps throughout the school year, including the <i>Great Oaks Forum</i> and <i>Beyond the Corps</i>.</li> </ul>

Operational Support	<ul style="list-style-type: none"> <li>● The Foundation's support helped the School to remain on track to meet its student recruitment goals.</li> <li>● The Foundation has assisted the School in supporting the administration of Fellow housing.</li> <li>● The Foundation has assisted the School with procurement and maintenance of service contracts</li> </ul>
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Fundraising Support	<ul style="list-style-type: none"> <li>● The Foundation has raised sufficient funds, based on goals in the approved annual budget, including federal and state grants, to support the School's operating needs.</li> </ul>
Human Resources Support	<ul style="list-style-type: none"> <li>● The Foundation has arranged for the administration of employee benefits for School personnel and provided advice and counsel regarding human resources.</li> <li>● The Foundation has assisted the School in developing human resources policies.</li> <li>● The Foundation supports the growth of the Executive Director, including coordinating his/her evaluation.</li> <li>● The Foundation provides proper support for Fellows.</li> <li>● The Foundation has carried out of its obligations under the Agreement</li> </ul>
Finance Support	<ul style="list-style-type: none"> <li>● 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.</li> <li>● The Foundation has managed the School's annual audit process effectively, to ensure timely delivery of draft and final audit statements and reports.</li> <li>● The Foundation has provided the School with effective strategies and alternatives when faced with budgetary questions that require reallocation of resources.</li> <li>● The Foundation has assisted the School in creating an annual budget that meets the academic and programmatic needs of the School and is fiscally sustainable both in the short- and long-term.</li> <li>● The Foundation has maintained adequate controls over all books and records in order to facilitate a clean financial audit on an annual basis.</li> <li>● The Foundation has provided the School with timely and effective transaction processing in the areas of cash receipts, cash disbursements, and payroll.</li> <li>● The Foundation has effectively managed cash receipts and disbursements in order to avoid any interruption to the School's operations.</li> </ul>
Academic Support	<ul style="list-style-type: none"> <li>● The Foundation has provided high-quality, effective school support, coaching, technical assistance and professional development to school leadership and Fellows.</li> <li>● Fellows have access to high quality curriculum units and rigorous assessments that are aligned to state standards.</li> </ul>

	<ul style="list-style-type: none"> <li>• The Foundation has provided professional development opportunities and learning experiences for Fellows</li> </ul>
Governance Support	<ul style="list-style-type: none"> <li>• The Foundation has made key personnel readily available to the Board of Directors in order to support the School's governance.</li> </ul>

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.

### **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  
375 Howard Avenue  
Bridgeport, CT 06605  
Attn: Executive Director and Board Chair  
E-mail: jscalice@greatoakscharter.org

If to the Foundation, to:

Great Oaks Foundation  
38 Delancey Street  
New York, NY 10002  
Attn: President  
E-mail: Mduffy@greatoakscharter.org

#### **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 to which either Party is entitled 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 (or material change to) 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**

To the extent permitted by law, the School hereby designates employees of the Foundation having a legitimate educational interest in the School's education records as agents of the School such that they are entitled to access to the School's education records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and its corresponding regulations (including but not limited to 34 C.F.R. 99.31(a)(1)(B)). The

Foundation, its officers, and employees will comply with FERPA and other applicable student records and privacy requirements, including but not limited to its responsibility to disaggregate data (including but not limited to data referenced in Sections 4.9 and 5.9) and protect personally identifiable information at all times. The Foundation understands that it may not share such records, information or other data (including but not limited to data referenced in Section 5.8) without the approval of the School or in any manner that is in violation of said federal and state student records and privacy laws.

#### **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, and as may be permitted by law, including but not limited to those laws governing student records and privacy, and consistent with Section 13.9 of this Agreement. 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 Executive Director, 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



CHARTER SCHOOLS

Great oaks, from little acorns grow

GREAT OAKS



CHARTER SCHOOLS

## **EXHIBIT B**

### **III. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS:**

A. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General, and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the School's and each of its Contractor Parties,' including a Charter Management Organization (CMO), plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement. The Charter Board shall comply with federal and state single audit standards as applicable.

B. The Charter Board shall maintain, and shall require each of its Contractors Parties' including a CMO, if applicable, to maintain accurate and complete Records. The Charter Board shall make all of its and the Contractor Parties', including a CMO if applicable, Records available at all reasonable hours for audit and inspection by the State and its agents.

C. The State shall make all requests for any audit or inspection in writing and shall provide the Charter Board with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

D. The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

E. The Charter Board shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Charter Board shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

F. The Charter Board shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Charter Board shall cooperate with an exit conference.

G. The Charter Board must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

### **IV. NONDISCRIMINATION:**

B. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers'

representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

\* \* \*

H. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.