

**Connecticut State Board of Education  
Hartford**

**To Be Proposed:**  
September 6, 2023

**Resolved,** That the State Board of Education, pursuant to Section 10-66ss of the Connecticut General Statutes, approves the charter amendment proposal of Booker T. Washington Academy to contract for whole school management services with Elevate Charter Schools, a charter management organization, and directs the Commissioner to take the necessary action.

Approved by a vote of \_\_\_\_\_, this sixth day of September, Two Thousand Twenty-Three.

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:** September 6, 2023  
**Subject:** Approval of Material Change to Booker T. Washington Academy, New Haven

*Executive Summary*

**Introduction**

Booker T. Washington Academy's (BTWA) charter was approved by the State Board of Education (SBE) on August 4, 2014, opened in September 2014, and has completed its ninth year in operation. The school is a state charter school with an approved maximum enrollment of 540 students, serving Grades K-8. The school's charter was renewed and approved by the SBE on June 3, 2020, for a three-year period. Due to implications of the pandemic, the SBE approved a one-year extension on July 14, 2020; the charter will expire June 30, 2024.

BTWA's charter amendment proposal, dated July 29, 2022 (attached as Appendix A), asks the SBE to consider amending its charter to:

- contract for whole school management services with Elevate Charter Schools, a charter management organization.

In the attached proposal from BTWA Board of Directors Chair, Reverend Kelcy Steele, the charter school seeks to contract for whole school management services with a private not-for-profit Charter Management Organization (CMO). In December 2021, the BTWA Board of Directors (Board) unanimously approved the formation of the CMO, Elevate Charter Schools (ECS) to manage the operations of BTWA. The Board predicates its decision to transition from self-management to contracting for whole school management services on the need to further the school's capacity to support high-quality teaching and learning, leverage economies of scale to reduce administrative costs and maximize funding that is directly spent on student learning. The Board affirms that engaging in a contract for whole school management services with ECS will provide the school access to additional resources, including expanded operational support, talent recruitment, fundraising and development, public relations and communications, facilities planning and management, special education, state and federal reporting and compliance services, professional development, and a reduction in its salary expense.

BTWA's proposal was reviewed by the Connecticut State Department of Education 's (CSDE), Turnaround, Fiscal and Internal Audit offices through Fall 2022. Consequently, on January 6, 2023, the CSDE staff members met with BTWA Chair, Reverend Steele and Mr. John Taylor regarding BTWA's proposal. Among the matters discussed during the January 6 meeting was Mr. Taylor's dual roles as Chief Executive Officer of ECS, the CMO with which BTWA wishes to enter a management contract, and being the Executive Director of BTWA, in addition to the corresponding compensation structure in place for Mr. Taylor. Specifically, the CSDE was advised that ECS and BTWA were sharing the responsibility for Mr. Taylor's compensation. The CSDE expressed concern about a conflict of interest arising from this arrangement and requested permission to contact both ECS and BTWA's respective attorneys to discuss the concerns. The CSDE's Director of Legal Affairs, Michael McKeon subsequently contacted both parties' lawyers, but neither replied.

Despite the failure to respond by the attorneys, it was the CSDE's expectation that the concerns shared during the January 6 meeting regarding the conflict of interest would have been addressed by BTWA. During an April 27, 2023, meeting between the CSDE, Reverend Steele and Mr. Taylor, the CSDE was advised that Mr. Taylor was continuing to serve in both roles and that ECS was paying 90 percent of his salary and BTWA was paying the remaining 10 percent.

The CSDE considered this arrangement to be problematic, and in response, the Commissioner of Education, Charlene M. Russell-Tucker issued a letter to Reverend Steele, dated May 2, 2023 (attached as Appendix B), and advised BTWA to take prompt steps to address it. The letter explained that the CSDE's concerns arose from the fact that there was an inherent conflict of interest in which one individual, simultaneously serving as both BTWA's Executive Director and the Chief Executive Officer of ECS, the CMO with which BTWA wishes to retain as its CMO. Under the two-party compensation structure, ECS was already serving as the de facto CMO. For these reasons, BTWA was advised that it must immediately take steps to ensure that it is in compliance with its charter – which does not currently permit a CMO. Additionally, BTWA must take action to eliminate the inherent conflict of interest posed by Mr. Taylor serving in the dual roles, and by BTWA engaging in a cost-sharing arrangement with ECS with respect to Mr. Taylor's compensation. BTWA was asked to confirm in writing within thirty days that these issues were rectified.

On June 1, 2023, the CSDE received a letter (attached as Appendix C) from BTWA's legal services firm Pullman & Comley. The letter affirms that BTWA had taken action to respond to the issues and requests stipulated in the Commissioner's May letter. Mr. Taylor resigned as BTWA's Executive Director, effective June 1, 2023. BTWA hired an Interim Executive Director, Dr. Belinda Carberry, to manage the school. A review of BTWA's website by the CSDE found no references to ECS personnel or links to the ECS organization.

## **Background/Process**

Connecticut General Statute (C.G.S.) Section 10-66ss, requires that a charter school governing council that "plans to make a material change in the school's operations" submit such request to amend its charter to the SBE. The law defines "material change" to be "a change that fundamentally alters a charter school's mission, organizational structure or educational program," including, among other things, contracting for or discontinuing a contract for whole school management services with a CMO.

In accordance with C.G.S. Section 10-66ss, the SBE must review the charter school's amendment proposal, solicit comments from the board of education in which the charter school is located, and vote on the proposal within 60 days of receipt. On August 30, 2022, the CSDE solicited the views of the host district. No written response was received from the solicitation.

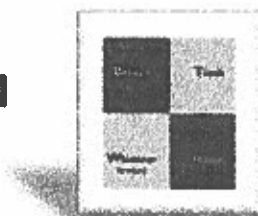
### **Recommendation with Next Steps**

Acknowledging that BTWA has taken steps to ensure it is in compliance with its charter and has no conflict of interest posed by its employees serving in dual roles or cost-sharing arrangements with ECS, the CSDE recommends the SBE, pursuant to C.G.S. Section 10-66ss, approve BTWA's request to contract for whole school management services with a charter management organization. If approved by the SBE, pursuant to C.G.S. Section 10-66tt, the CSDE will review the contract for whole school management services between Booker T. Washington Academy and Elevate Charter Schools, to ensure it complies with said statute and present the agreement to the SBE for its review and approval.

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

Approved by: Irene E. Parisi, M.Ed.  
Chief Academic Officer

**BOOKER T. WASHINGTON**



**ACADEMY**

July 29, 2022

Robert Kelly  
Charter Schools Programs Manager  
CT State Department of Education  
450 Columbus Blvd, Suite 602  
Hartford, CT 06103

Dear Mr. Kelly:

Find enclosed the Booker T. Washington Academy requested material change to its existing charter to allow for the engagement of Elevate Charter Schools (ECS), a Connecticut Not-For-Profit (Attachment A) Charter Management Organization (CMO), for whole school management services upon approval by the State Board of Education.

Please reach out to me if you have any questions or concerns, at [pastork@varickmemorial.org](mailto:pastork@varickmemorial.org), or via phone at (704) 430-7826.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelcy Steele', written over the word 'Sincerely,'.

Pastor Kelcy Steele  
Board Chair  
Booker T. Washington Academy

The Booker T. Washington Academy, a Public Charter School approved by the State Board of Education in August of 2014, requests a material change to the existing charter, to allow for the engagement of Elevate Charter Schools (ECS), a Connecticut Not-For-Profit (Attachment A) Charter Management Organization (CMO), for whole school management services upon approval by the State Board of Education.

## **Rationale**

In December of 2021, the Booker T. Washington Academy Board of Directors unanimously approved the formation of the Charter Management Organization (CMO), Elevate Charter Schools, to manage the operations of Booker T. Washington Academy once fully approved, and approved the election of John Taylor as the Chief Executive Officer (Attachment B). The board also authorized Mr. Taylor to conduct all of the required planning work in advance of the targeted launch date, following formal approval from the State Board of Education.

The decision to transition from self management to contracting with Elevate Charter Schools for whole school management services was driven by the need to increase the school's capacity to support high quality teaching and learning, and an effort to leverage economies of scale to reduce administrative costs and maximize funding that is directly spent on student learning. The BTWA Board and the Elevate Charter Schools senior leadership team have had a strong relationship since the school's inception. Elevate Charter Schools' Chief Executive Officer and Chief Academic Officer served as the founding Principal/Executive Director and Director of Academics respectively since the opening of the school. Under their leadership, BTWA was recognized by the State Department of Education as a School of Distinction and High Performing School. Therefore, the BTWA Board has the comfort of knowing there is a clear alignment of mission, vision and educational philosophy between the two organizations. As a result of the existing relationship, the BTWA board is confident that the continued accessibility, communication and support of the school will be provided on a day-to-day basis. Additionally, the school level staff are already familiar with the CMO staff that they will be working with day-to-day, increasing the likelihood of a seamless transition from the current leadership model to a contract for services.

By engaging a comprehensive school management organization, BTWA will gain access to additional resources, including expanded operations support, talent recruitment, fundraising and development, public relations and communications, facilities planning and management, special education, reporting and compliance services, and professional development, while reducing overall its salary expense.

## **Roles and Responsibilities**

The Management Services Agreement (Attachment C) outlines the length and terms of the contract, roles and responsibilities, scope of services, performance evaluation measures, compensation, methods of oversight and enforcement, and conditions for renewal or termination. Some of the highlights include:

- The BTWA Board will retain the ultimate oversight of all functions for the School and responsibility to the Authorizer as required by state statute and the Charter agreement with the Authorizer.
- The BTWA Board will employ all staff for the School including principals, teachers, instructional support staff, pupil support staff, food service staff, custodial staff, secretarial support, security staff and other staff required to operate the School.
- ECS shall manage the School Employees, including preparing job applications, posting the job descriptions, interviewing applicants, managing the criminal history background check process, ensuring proper licensure and certification, providing day-to-day management of the School and making recommendations to the BTWA Board to hire, promote, demote or fire an employee.
- ECS will have the authority to select, employ and supervise the Chief Schools Officer and to hold that individual accountable for the success of the School. The Chief Schools Officer is an employee of ECS and serves at the discretion and pleasure of ECS. Prior to the employment of a new Chief Schools Officer, ECS will solicit input from the BTWA Board on the quality and traits desired in a new Chief Schools Officer and allow input from the BTWA Board in the selection of the new Chief Schools Officer. Notwithstanding, ECS shall have the sole authority to hire and fire the Chief Schools Officer. At the request of the BTWA Board, ECS will review the performance of the Chief Schools Officer with the BTWA Board and consider the BTWA Board's input (which is not binding on ECS). ECS agrees to inform the BTWA Board in advance prior to taking any action that would alter the employment status of the Chief Schools Officer, unless that decision is to protect the safety and welfare of the students and staff of the School.
- ECS shall implement the educational goals and programs set forth in the Charter, including, but not limited to, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications for pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that ECS determines that it is advisable to modify the educational goals and programs set forth in the Charter, ECS will provide written notification to the BTWA Board specifying the

changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior written approval of the BTWA Board and a Charter amendment approved by the BTWA Board and Authorizer (if required by the Authorizer). ECS shall provide the BTWA Board with periodic written reports specifying the level of achievement of each of the School's educational goals set forth in the Charter and detailing its plan for meeting any educational goals that are not being attained, such reports to be submitted on a regular periodic basis and upon request of the BTWA Board.

- The BTWA Board is responsible for determining the fiscal and academic policies that will govern the operation of the School, including, but not limited to, policies relative to the conduct of students while in attendance at, or en route to, school, and policies and regulations governing the procurement of supplies, materials, and equipment to be used at the School. The BTWA Board shall exercise good faith in considering the recommendations of ECS on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets, subject to the constraints of law and the requirements of the Charter.
- ECS shall be entitled to compensation for its services in the amount of ten percent (10.0%) of "Funding or Funding Sources" which shall be set forth within the approved Annual Budget. ECS shall provide the BTWA Board with a credit equaling fifty percent of the Service Fee (effectively reducing the Service Fee to five percent (5%) to credit the BTWA Board for the services and training provided to the ECS staff prior to the formation of ECS and for recognition of the transition of such staff from the BTWA Board to ECS ("Credit"). In any renewal of this Agreement, the BTWA Board shall be entitled to such credit for up to five (5) total years of credit (including the credit provided in this Agreement) unless otherwise agreed to in writing by the Parties.

Under the direction of the BTWA Board, ECS shall be responsible for providing direct educational and school management services for the School. The Parties recognize that the BTWA Board retains the responsibility to ensure services are being provided as required by applicable laws and the Authorizer. Further, the BTWA Board has hired a third party to manage the school's finances and budgeting process. ECS shall provide such direct education and functions including, but not limited to, the following:

- Academic services including but limited to:
  - Implementation and administration of the educational program;
  - Administration of extra-curricular and co-curricular activities and programs;
  - Creating, training and overseeing of student codes of conduct (as specified in Board Policy if applicable);
  - Oversight of the transportation program for the School;



- Oversight of the School's summer school programming;
- Operational services including but limited to:
  - Providing the BTWA Board (or the BTWA Board's vendor) with per pupil enrollment information to assist in the BTWA Board's pupil accounting;
  - Providing the BTWA Board with information to assist the BTWA Board (or the BTWA Board's vendor) with Budget preparation, including the annual budget as set forth in Article 6, Paragraph B, and amended budgets throughout the year, as necessary, and the BTWA Board's (or the BTWA Board's vendor) financial management services, as defined in this Agreement;
  - Oversight of the selection and acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
  - Supervision of the preparation of required routine authorizer reports with prior review by the BTWA Board. Such routine authorizer reports shall not include documents, including but not limited to applications, reports, presentations and related materials, prepared for charter renewal ("Charter Renewal Documents"). Notwithstanding, ECS shall provide financial information required by the State Board of Education as supplied by the BTWA Board (or the BTWA Board's third party vendor);
  - Supervision of school support services such as food service, facilities maintenance and other necessary services;
  - Supervision of the preparation of local, state, and federal reports with prior review by the BTWA Board;
  - Information and technology system development and management;
  - Supervision of the preparation of applications for grants and special programs as requested by the BTWA Board; any such grants or funds secured on behalf of ECS shall remain property of ECS for the duration of this Agreement and shall remain with ECS in the event of termination;
  - Processing funding applications for special programs and facility improvements as requested by the BTWA Board;
- Other Services including but not limited to:
  - Development of critical processes and procedures governing operations of the School as determined by the Parties and as approved by the BTWA Board;
  - Participation in strategic planning with the BTWA Board for the continuing educational and financial benefit of the School.

## **Safeguards**

The BTWA Board is prepared to hold ECS accountable for meeting all obligations as specified in the services agreement. The BTWA Board will take intentional steps to ensure there are no conflicts of interest or other barriers to holding the CMO fully accountable for their performance. Towards that end, as outlined in the management services agreement, the BTWA Board will do the following:

1. •Ensure that no member of the BTWA Board has any familial or financial connections to ECS senior leadership or Board of Directors.
2. Ensure there is no duplication of membership on the BTWA and ECS Board of Directors.
3. Maintain independent legal counsel from ECS.
4. Maintain independent accounting and auditing services from ECS.

## **Fiscal Viability**

The BTWA Board approved a balanced budget (Attachment D) for (sy)2022-2023 at the June Board of Directors meeting. The budget included the 5 percent management fee, as outlined in the management services agreement.

## Attachment A

**ACTION BY WRITTEN CONSENT  
OF THE SOLE INCORPORATOR  
OF**

**Elevate Charter Schools, Inc.,  
A Connecticut Nonstock Corporation,  
February 2, 2022**

The undersigned, acting as the sole incorporator of Elevate Charter Schools, Inc., a Connecticut Nonstock Corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written consent without a meeting (this "Written Consent") pursuant to the Connecticut Revised Nonstock Corporation Act, which shall be effective upon the commencement of the Corporation's existence:

RESOLVED, that each person named below is hereby elected to serve as a Director of the Corporation until such time as his or her successor is duly elected and qualified:

John Andrew Taylor, Jr.  
Jeffrey Cirillo  
Peyton Patterson

RESOLVED FURTHER, that the officers of the Corporation, as elected by the Corporation's Board of Directors, are authorized and directed to insert a copy of this Written Consent in the minute book of the Corporation.


RESOLVED FURTHER, that the undersigned, the sole incorporator of the Corporation, hereby resigns as the incorporator of the Corporation, effective upon the commencement of the Corporation's existence.

IN WITNESS WHEREOF, the undersigned executes this Written Consent as of the date set forth above.



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By: Cheyenne Moseley, Assistant Secretary  
LegalZoom.com, Inc.

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 02-02-2022

Employer Identification Number:  
87-4783048

Form: SS-4

Number of this notice: CP 575 E

ELEVATE CHARTER SCHOOLS INC  
2666 STATE STREET SUITE B2  
HAMDEN, CT 06517

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4783048. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ELEV. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number Best Time to Call  
( )

DATE OF THIS NOTICE: 02-02-2022  
EMPLOYER IDENTIFICATION NUMBER: 87-4783048  
FORM: SS-4 NOBOD

**Attachment to**  
**Certificate of Incorporation of**  
**Elevate Charter Schools, Inc.**

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: Elevate Charter Schools is an Educational Management Organization that contracts with Charter School Governing Boards to operate its school(s). Principal location is Connecticut with the prospect of expansion to other states in the future.

No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.



## Secretary of the State of Connecticut Certificate of Incorporation

Domestic Non-Stock Corporation

### Filing Details

Filing Number: 0010434024

Filed On: 2/1/2022 4:59:35 PM

### Primary Details

Name of Corporation: Elevate Charter Schools, Inc.  
Business ALEI: US-CT.BER:2440167  
Business Email Address: jeffrey.b.cirillo@gmail.com  
NAICS Information:  
Membership Statement: The corporation shall not have members  
Specify Class of Member: N/A  
Nature of Activities to be Conducted or Purposes to be Promoted by the Corporation: Educational Management  
Other Provisions: N/A

Required Non-Profit Statement: The Corporation is non-profit and shall not have or issue shares of stock or make distributions.

### Appointment of Registered Agent

Type: Business  
Agent's Name: UNITED STATES CORPORATION AGENTS, INC.  
Agent's ALEI: US-CT.BER:0995396  
Business Address: 615 WEST JOHNSON AVENUE, SUITE 202, CHESHIRE, CT, 06410, United States

### Agent Appointment Acceptance

Agent Signature: Cheyenne Moseley  
Title: Asst. Secretary  
*This signature has been executed electronically*

### Incorporator Information

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Name

Business Address

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## Secretary of the State of Connecticut Certificate of Incorporation

Domestic Non-Stock Corporation

Legalzoom.com, Inc.

101 N Brand Blvd., 11th Floor, Glendale, CA,  
91203, United States

### Acknowledgement

I hereby certify and state under penalties of false statement that all the information set forth on this document is true.

I hereby electronically sign this document on behalf of:

Name of Incorporator: Cheyenne Moseley

Incorporator Title: Assistant Secretary, LegalZoom.com, Inc.

Filer Name: Cheyenne Moseley

Filer Signature: Cheyenne Moseley

Execution Date: 02/01/2022

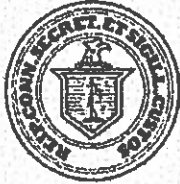
*This signature has been executed electronically*

Attachment to  
Certificate of Incorporation of  
Elevate Charter Schools, Inc.

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: an Educational Management Organization that contracts with Charter School Governing Boards to operate its school(s). Principal location is Connecticut with the prospect of expansion to other states in the future.

No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of this corporation shall be the carrying on of propoganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.



## Secretary of the State of Connecticut Acceptance Notice

Cheyenne Moseley  
Legaloom.com, Inc.  
101 North Brand Boulevard, 11th Fl.,  
Glendale, CA, 91203 United States

Date: 2/2/2022 1:23:19 PM

**This letter is to confirm the acceptance of the following business filing. This is not a bill:**

### ***Transaction Details***

Business Name:	Elevate Charter Schools, Inc.
Business ID (ALEI):	US-CT.BER:2440167
Type of Request:	Certificate of Incorporation

Work Order Number:	W-0000240678
Filing Number:	0010434024
Filing Date & Time:	2/1/2022 4:59:35 PM
Effective Date & Time:	

### ***Payment Details***

Total Payment Received:	\$100.00
Filing Fee:	\$50.00
Expedited Fee:	\$50.00
Payment Deducted:	\$100.00

Thank you,

Brandon Gonzalez

Business Services Division  
165 Capitol Ave, P.O. Box 150470  
Hartford, CT 06115-0470  
[crd@ct.gov](mailto:crd@ct.gov)  
[Business.CT.gov](http://Business.CT.gov)



John Taylor <john.taylor@elevatecharterschools.org>

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**Fwd: [EXTERNAL]Pay.gov Payment Confirmation: Form 1023**

3 messages

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Dunn, Barbara <Barbara.Dunn@btlaw.com>

Mon, May 9, 2022 at 10:39 PM

To: John Taylor <john.taylor@elevatecharterschools.org>, Peyton Patterson <pattersonpeyton27@yahoo.com>, "Harris, Heather" <Heather.Harris@btlaw.com>, "Hendzel, Cynthia" <Cynthia.Hendzel@btlaw.com>, "Terry, Reina" <Reina.Terry@btlaw.com>, Penny Marzulli <pmarz4000@gmail.com>, Jeffrey Cirillo <jeffrey.b.cirillo@gmail.com>

Confirming the 1023 and supporting documents were filed with the IRS this evening. Thanks to all!

With best regards  
Barb

Barbara F. Dunn  
Partner  
BARNES & THORNBURG LLP  
One N. Wacker Drive, Suite 4400  
Chicago, Illinois 60606  
Direct: (312) 214-4837  
Fax: (312) 759-5646  
Email: barbara.dunn@btlaw.com  
Web: www.btlaw.com

Begin forwarded message:

**From:** "Dunn, Barbara" <Barbara.Dunn@btlaw.com>  
**Date:** May 9, 2022 at 9:35:54 PM CDT  
**To:** "Hendzel, Cynthia" <Cynthia.Hendzel@btlaw.com>  
**Subject:** Fwd: [EXTERNAL]Pay.gov Payment Confirmation: Form 1023

Barbara F. Dunn  
Partner  
BARNES & THORNBURG LLP  
One N. Wacker Drive, Suite 4400  
Chicago, Illinois 60606  
Direct: (312) 214-4837  
Fax: (312) 759-5646  
Email: barbara.dunn@btlaw.com  
Web: www.btlaw.com

Begin forwarded message:

**From:** notification@pay.gov  
**Date:** May 9, 2022 at 9:34:21 PM CDT  
**To:** "Dunn, Barbara" <Barbara.Dunn@btlaw.com>  
**Subject:** [EXTERNAL]Pay.gov Payment Confirmation: Form 1023



You successfully submitted your Form 1023 user fee payment to Pay.gov and the details are below. You can expect to be contacted about your application by the IRS within 180 days from the date you submitted it. After 180 days, if you haven't been contacted, you can call the toll-free Customer Account Services number, Monday through Friday, 8 a.m. - 5 p.m. (local time), at 877-829-5500 to check on the status. You will need to provide your name, your employer identification number (EIN), and the date you submitted your application when calling.

Application Name: Form 1023  
Pay.gov Tracking ID: 26VOQP08  
Agency Tracking ID: 76238400364  
Transaction Type: Sale  
Transaction Date: 05/09/2022 10:34:09 PM EDT  
Account Holder Name: Cynthia Hendzel  
Transaction Amount: \$600.00  
Card Type: MasterCard  
Card Number: \*\*\*\*\*8603

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



Pay.gov is a program of the U.S. Department of the Treasury,  
Bureau of the Fiscal Service

**CONFIDENTIALITY NOTICE:** This email and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this in error, please notify us immediately by return email and promptly delete this message and its attachments from your computer system. We do not waive attorney-client or work product privilege by the transmission of this message.

---

John Taylor <john.taylor@elevatecharterschools.org>

Tue, May 10, 2022 at 4:12 AM

To: "Dunn, Barbara" <Barbara.Dunn@btlaw.com>

Cc: "Harris, Heather" <Heather.Harris@btlaw.com>, "Hendzel, Cynthia" <Cynthia.Hendzel@btlaw.com>, Jeffrey Cirillo <jeffrey.b.cirillo@gmail.com>, Penny Marzulli <pmarz4000@gmail.com>, Peyton Patterson <pattersonpeyton27@yahoo.com>, "Terry, Reina" <Reina.Terry@btlaw.com>

Thanks Barbara.

[Quoted text hidden]

—  
John A. Taylor Jr.

Chief Executive Officer  
Elevate Charter Schools

Education is the most powerful weapon that you can use to change the world.  
Nelson Mandela

---

**Peyton Patterson** <pattersonpeyton27@yahoo.com>

Tue, May 10, 2022 at 7:23 AM

To: John Taylor <john.taylor@elevatecharterschools.org>

Cc: "Dunn, Barbara" <Barbara.Dunn@btlaw.com>, "Harris, Heather" <Heather.Harris@btlaw.com>, "Hendzel, Cynthia" <Cynthia.Hendzel@btlaw.com>, Jeffrey Cirillo <jeffrey.b.cirillo@gmail.com>, Penny Marzulli <pmarz4000@gmail.com>, "Terry, Reina" <Reina.Terry@btlaw.com>

Hail Mary 🙏

Sent from my iPhone

On May 10, 2022, at 4:13 AM, John Taylor <john.taylor@elevatecharterschools.org> wrote:

[Quoted text hidden]

## Attachment B

# Resolution of the Board of the Booker T. Washington Academy

March 8, 2022

We, the undersigned, being all Directors of the Booker T. Washington Academy, consent and agree that the following Resolution was made on December 9, 2021:

It is resolved and unanimously approved that we formally approve the formation of the Charter Management Organization (CMO), Elevate Charter Schools, to manage the operations of the Booker T. Washington Academy and the proposed Danbury Charter School once fully approved, and hereby approve the election of John Taylor as the Chief Executive Officer, to commence once the formal non-profit CMO has been created and approved. The board also authorizes Mr. Taylor to conduct all of the required planning work in advance of the targeted launch date, estimated to be June, 2023.

Respectfully Submitted:

John A. Taylor Jr.

John A. Taylor Jr.  
Executive Director

Kelcy Steele

Kelcy Steele, Chair

Kelcy Steele

Printed Name

3/14/22

Date

Sherri Thompson

Sherri Thompson, Vice-Chair

Sherri Thompson

Printed Name

3-10-2022

Date

Kerry Katherine Kelly

Kate Kelly, Treasurer

Kerry Katherine Kelly

Printed Name

3-9-22

Date

Jeffrey Cirillo

Jeffrey Cirillo, Member

Jeffrey Cirillo

Printed Name

3/14/22

Date

Jesse Phillips

Jesse Phillips, Member

Jesse Philliops

Printed Name

3/14/22

Date



Eldren Morrison

Eldren Morrison, Founder

Eldren D. Morrison

Printed Name

3/9/2022

Date

Sydney Perry

Sydney Perry, Member

Sydney Perry

Printed Name

3/9/2022

Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the December meeting of the Board of Directors.

David Martin

Dave Martin, Secretary

3/9/22

Date

David Martin

Printed Name of Secretary

Signature: John Taylor

Email: john.taylor@btwacs.org

Signature: Kelcy Steele

Kelcy Steele (Mar 14, 2022 12:03 EDT)

Email: Pastork@varickmemorial.org

Signature: Jeffrey B Cirillo

Jeffrey B Cirillo (Mar 14, 2022 11:29 EDT)

Email: jeffrey.b.cirillo@gmail.com

Signature: Eldren D. Morrison

Reverend Eldren D. Morrison (Mar 9, 2022 14:36 EST)

Email: pastormorrison@shawtemple.org

Signature: Jesse Phillips

Jesse Phillips (Mar 14, 2022 12:24 EDT)

Email: jphillips@gnhcc.com

Signature: Sydney Perry

Sydney Perry (Mar 10, 2022 23:10 GMT+2)

Email: sydneyperry613@gmail.com

Signature: David Martin

David Martin (Mar 14, 2022 11:58 EDT)

Email: dmartin@wcmf.org

Signature: Kerry Katherine Kelly

Kerry Katherine Kelly (Mar 9, 2022 08:13 EST)

Email: etaky@outlook.com

Signature: Sherril Thompson

Sherril Thompson (Mar 10, 2022 11:20 EST)

Email: sbt51winter@gmail.com

## Attachment C

**MANAGEMENT SERVICES AGREEMENT BY AND BETWEEN  
ELEVATE CHARTER SCHOOLS AND  
BOOKER T. WASHINGTON ACADEMY**

This Management Services Agreement (the “Agreement”) is effective \_\_\_\_\_, 2022, (the “Effective Date”) by and between Elevate Charter Schools, a Connecticut non-stock corporation/not-for-profit (“ECS”) and Booker T. Washington Academy, a Connecticut non-stock corporation/not-for-profit (the “School”) (each a “Party” and collectively the “Parties”).

**WHEREAS**, ECS is a Charter management organization as defined in Section 10a-66aa(4) with the qualifications, experience, and expertise necessary to effectively provide essential programming and services to charter schools; and

**WHEREAS**, the School, led by its Board of Directors (the “School Board”), received approval of its application (“Charter Application”) to operate a public nonsectarian charter school (the “Charter”) in the State of Connecticut (the “State”) from the Connecticut State Board of Education (the “Authorizer”) on August 2, 2014 pursuant to Section 10a-66bb of the Connecticut General Statutes; and

**WHEREAS**, the Authorizer renewed the Charter on June 3, 2020 through June 30, 2024; and

**WHEREAS**, pursuant to the Charter, the School Board maintains the responsibility for school governance and is responsible for the oversight of charter school operations, the financial plan for operating the school and compliance with the Charter; and

**WHEREAS**, the School Board is entering into this Agreement with ECS to assist the School Board in meeting the obligations under the Charter and will provide oversight of this Agreement; and

**WHEREAS**, the Parties intend to create a relationship based on trust, common educational objectives, and clear accountability, through which the parties will work together to deliver an exceptional education program and experience to the students enrolled at the School; and

**WHEREAS**, the Parties intend to prioritize the following performance standards: School Performance, Stewardship, Student Population, and Legal Compliance; and

**WHEREAS**, ECS will provide certain services for the School Board as outlined in this Agreement and provide whole services management services as that term is defined in Section 10-66aa(4); and

**WHEREAS**, the Parties agree that the motivation of this Agreement is to create economies of scale and operational efficiency for the School; and

**WHEREAS**, the Parties wish to define their relationship and set forth the terms and conditions of their respective rights and responsibilities to each other.

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

**ARTICLE 1: CONTRACTUAL RELATIONSHIP**

- A. **Authority.** The School Board has been granted a Charter by the Authorizer to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the educational program set forth in the Charter. The School Board is authorized to execute an Agreement with a private entity for management services, provided that the Agreement shall comply with the laws of the State of Connecticut and the Authorizer's requirements (the "Authorizer Requirements").
- B. **Agreement.** Acting under and in the exercise of such authority, the School Board hereby enters into this Agreement with ECS for specified functions relating to the provision of direct educational services and school management services of the School.
- C. **Status of the Parties.** ECS is a Connecticut non-stock corporation and is not a division or a part of the School Board or the School. The School is a Connecticut non-stock corporation and is a public charter school as authorized by the State of Connecticut, and is not a division or part of ECS. The relationship between ECS and the School Board is based solely on the terms of this Agreement. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor and not an employer-employee. Except as expressly set forth in paragraph D below, no employee of ECS shall be deemed to be an agent of the School or the School Board (as the employer of employees hired for the School). ECS is solely responsible for the acts and the agents of its agents, employees and subcontractors. Employees of ECS, even those assigned to work exclusively at the School, are not employees of the School.
- D. **Designation of School Officials for Purposes of FERPA.** Agents and employees of ECS having a legitimate educational interest in student record information, are hereby designated by the School Board as "school officials" of the School such that they are authorized access to educational records of the School students under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). "Legitimate educational interest" shall be defined as having a responsibility for helping the student achieve one (1) or more of the educational goals of the School, or if the record is necessary in order for the employee to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student's family. Except as set forth in this paragraph D, no agent or employee of ECS shall be deemed to be an agent or employee of the School.

**ARTICLE 2: REPRESENTATIONS AND WARRANTIES**

- A. **Representations and Warranties of ECS.** ECS represents and warrants as follows:

- i. Organization. ECS is a non-stock, not-for-profit corporation duly organized under the laws of the State of Connecticut, with the purpose and legal ability to contract to provide educational management services. ECS shall notify the School Board of any change in its corporate status, which change shall not affect this Agreement. Upon any such notification, it is the responsibility of the School Board to notify the Authorizer.
  - ii. Authority. ECS 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 pursuant to this Agreement. This Agreement constitutes a valid and binding obligation of ECS, enforceable against ECS in accordance with its terms.
  - iii. Conduct of ECS. ECS has complied, and at all times during the Term of this Agreement shall comply, with all local, State and federal laws, regulations and Authorizer requirements that are applicable to ECS, which include, but are not limited to the internal revenue code and the Connecticut Revised Nonstock Corporations Act. ECS has maintained and will maintain adequate records of the activities and decisions of ECS to ensure and document compliance with all such laws and regulations. ECS shall also comply with any published policies and procedures adopted by the School Board.
- B. Representations and Warranties of the Board. The Board represents and warrants as follows:
- i. Organization and Tax Exempt Status. The School is established as, and at all times during the Term of this Agreement shall be, an non-stock, not-for-profit corporation duly organized under the laws of the State of Connecticut, and with the Board as the School's Directors affirm the purpose and legal ability of the School Board to contract to operate a charter school and to contract for educational management services. Should the Internal Revenue Service require changes to this Agreement in conjunction with the School Board's application for or continuation of tax exempt status, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.
  - ii. Authority. The School Board represents that it 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 Board, enforceable against the School Board in accordance with its respective terms.
  - iii. Integrity of Officers, Directors and Employees. No member of the School Board, officer of School Board, or employee of School Board has committed, or during the term of this Agreement will commit, an act constituting a criminal offense, a morally offensive act, an act that could negatively impact the reputation of the School, or any other act involving dishonesty, disloyalty, fraud or breach of trust.
  - iv. Conduct of School Board of Directors. The School Board has complied, and at all times during the Term of the Agreement, shall comply, with all local, State

and federal laws and regulations, Authorizer requirements that are applicable to School Board, which include, but are not limited to the internal revenue code, FERPA, Connecticut Education Law and regulations, including the Connecticut Charter School Law and implementing regulations, the Connecticut Revised Nonstock Corporations Act, Connecticut Freedom of Information Act, as well as its By-Laws and other such policies and procedures as the School Board may adopt. The School Board has maintained and will maintain adequate records of the activities and decisions of the School Board to ensure and document compliance with all such laws and regulations. The School Board agrees to provide ECS with copies of all such records and to allow ECS to, at ECS's discretion, assist with the preparation and retention of such records.

- v. Certification as to Pending Claims. The School Board certifies that, as of the date of this Agreement, there are no pending actions, claims, suits, or proceedings, to the knowledge of the School Board threatened or reasonably anticipated against or affecting the School, which if adversely determined, would have a material adverse effect on the ability of the School Board or ECS to perform its obligations under this Agreement ("Claims"). The School Board shall inform ECS if such a pending action, claim, suit, or proceeding arises during the Term of this Agreement. Further, the School Board warrants that the information it has furnished ECS concerning the Schools' facilities, finances, revenues, student enrollment and staffing is accurate and the latest information available at the time of the execution of this Agreement.

### ARTICLE 3: PERSONNEL AND TRAINING

- A. Personnel Responsibility. The School Board shall employ all staff for the School including but not limited to highly qualified, Principals and teachers, instructional support staff, pupil support staff, food service staff, custodial staff, secretarial support staff, security staff, and other staff required to operate the School. The School Board shall provide such staff pursuant to the staffing and compensation levels approved by the School Board in its annual budget (the "School Employees"). The School Board shall have the authority to select, evaluate, assign, discipline, and transfer School Employees consistent with applicable law and the provisions of this Agreement. ECS shall manage the School Employees, including preparing job applications, posting the job descriptions, interviewing applicants, managing the criminal history background check process, ensuring proper licensure and certification, providing day-to-day management of the School and making recommendations to the School Board to hire, promote, demote or fire an employee.
- B. Payroll. Payroll (including wages, salaries, taxes, fringe benefits (as defined in Exhibit A which is attached hereto and incorporated by reference herein), unemployment costs and required retirement costs) for School Board's employees will be withdrawn automatically from the Operating Account each pay period. ECS shall, on behalf of the School Board, make payments to the state retirement plan for eligible School Employees. Further, ECS shall, on behalf of the School Board, facilitate payments to a private retirement plan approved by the School Board for non-eligible School Employees. ECS shall make payments and process

reimbursement for such retirement plans from the School's Operating Account. The Parties recognize that the provision of such services may include a true up of costs for such benefits if the actual cost of providing such services is more or less than what was originally reimbursed to ECS by the School Board. All records pertaining to teacher and administrator licensure as well as a copy of the employee handbook, shall be maintained physically on site or be directly accessible at all of the Schools' facilities.

- C. Criminal History Background Checks. ECS agrees that no individuals shall be assigned to perform any services under this Agreement that has not cleared the requisite criminal background check pursuant to applicable laws and specifically as required by Connecticut General Statutes § 10-66rr. Child abuse and neglect registry and criminal history records checks of governing council members, charter management organization members, charter school personnel and contractors. Pursuant to this section of state statute and in compliance the State Board of Education, the School Board shall require that members of the governing council of the School and members of a charter management organization (which shall be facilitated by ECS pursuant to this Agreement) to submit to a records check of the Department of Children and Families child abuse and neglect registry, established pursuant to section 17a-101k, and to state and national criminal history records checks before the state board grants initial certificates of approval for charters pursuant to section 10-66bb, or before such members may be hired by the School Board or ECS. The governing council of a state or local charter school shall require each contractor doing business with the School, who performs a service involving direct student contact, to submit to a record check of the Department of Children and Families child abuse and neglect registry, established pursuant to section 17a-101k, and to state and national criminal history records checks before such contractor begins to perform such service. Any criminal history records check shall be updated as required by applicable law and in compliance with the State Board of Education.
- D. Chief Schools Officer. ECS will have the authority to select, employ and supervise the Chief Schools Officer and to hold that individual accountable for the success of the School. The Chief Schools Officer is an employee of ECS and serves at the discretion and pleasure of ECS. Prior to the employment of a new Chief Schools Officer, ECS will solicit input from the School Board on the quality and traits desired in a new Chief Schools Officer and allow input from the School Board in the selection of the new Chief Schools Officer. Notwithstanding, ECS shall have the sole authority to hire and fire the Chief Schools Officer. At the request of the School Board, ECS will review the performance of the Chief Schools Officer with the School Board and consider the School Board's input (which is not binding on ECS). ECS agrees to inform the School Board in advance prior to taking any action that would alter the employment status of the Chief Schools Officer, unless that decision is to protect the safety and welfare of the students and staff of the School. Upon receipt of written notification indicating that the School Board is not satisfied with the performance of the Chief Schools Officer, ECS agrees to review the Chief Schools Officer's performance and report its findings to the School Board. If ECS concurs

with the School Board findings and there is no resolution to the problems, ECS will provide a replacement Chief Schools Officer. The employment agreement with the Chief Schools Officer and the duties and compensation of the Chief Schools Officer shall be determined by ECS.

- E. Principals. Prior to the selection of any principal, ECS shall recommend three (3) candidates to the School Board. From such recommendations, the School Board shall select highly qualified principals as are required by the School Board and the State Board of Education and pursuant to the annual budgeting process. Such principals shall hold a valid principal's licensure for the state of Connecticut or meet the requirement for licensure reciprocity. At the request of the School Board, ECS will review the performance of each School Principal with the School Board. ECS agrees to inform the School Board in advance prior to taking any action that would alter the employment status of a School Principal. Upon receipt of written notification indicating that the School Board is not satisfied with the performance of a School Principal, ECS agrees to review the School Principal's performance and report its findings to the School Board. If ECS concurs with the School Board findings and there is no resolution to the problems, ECS will provide three (3) recommendations for a replacement School Principal. The employment agreement with the School Principal(s) and the duties and compensation of the School Principal(s) shall be determined by the School Board.
- F. Teachers. As part of the annual budgeting process, ECS shall make a recommendation to the School Board regarding the number of highly qualified teachers and the applicable grade levels and subjects required for the operation of the School pursuant to the Charter. ECS shall provide the School Board oversight in the selection of such highly qualified teachers, qualified in the grade levels and subjects required, as are required by the School. Such teachers may, at the discretion of ECS, work at the School on a full or part-time basis. If assigned to the School on a part-time basis, such teachers may also work at other schools operated by ECS in the same region. Each teacher assigned to or retained by the School shall be a highly qualified teacher with a valid teaching license or temporary special permit issued by the State of Connecticut Department of Education, to the extent required under the applicable laws or meet the requirement for licensure reciprocity.
- G. Support Staff. As part of the annual budgeting process, ECS shall make a recommendation to the School Board regarding the number of support staff required for the operation of the School pursuant to the Charter. The School Board shall provide the School with such support staff, qualified in the areas required, as are required by the School. Such support staff may, at the discretion of ECS, work at the School on a full or part-time basis. If assigned to the School Board on a part-time basis, such support staff may also work at other schools operated by ECS in the same region. Each support staff employee assigned to or retained by the School Board shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under applicable laws.



- H. Employment Records. The Board is responsible for maintaining the employment records for all School Personnel. ECS shall, pursuant to this Agreement, manage the employment records for all School Personnel during the term of this Agreement.
- I. Employee Complaints and Grievances. The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer, except as permitted by Applicable Law.
- J. Investigations. The Parties agree to reasonably cooperate in any investigation relating to the School that may involve each other's employees to the extent reasonably necessary to promptly and accurately complete any such investigation.

#### **ARTICLE 4: FUNCTIONS OF ECS**

- A. Responsibility. Under the direction of the School Board, ECS shall be responsible for providing direct educational and school management services for the School. The Parties recognize that the School Board retains the responsibility to ensure services are being provided as required by applicable laws and the Authorizer. Further, the School Board has hired a third party to manage the school's finances and budgeting process. ECS shall not be responsible for financial services to the school unless otherwise articulated in this Agreement or in a separate written agreement between the Parties. ECS shall provide such direct education and functions including, but not limited to, the following:
  - i. Academic services including but limited to:
    - a) Implementation and administration of the educational program;
    - b) Administration of extra-curricular and co-curricular activities and programs;
    - c) Creating, training, and overseeing of student codes of conduct (as specified in Board Policy if applicable);
    - d) Oversight of the transportation program for the School;
    - e) Oversight of the School's summer school programming;
    - f) Oversight of the School's college and career (dual enrollment) programming;
  - ii. Operational services including but limited to:
    - a) Providing the School Board (or the School Board's vendor) with per pupil enrollment information to assist in the School Board's pupil accounting;
    - b) Providing the School Board with information to assist the School Board (or the School Board's vendor) with Budget preparation, including the annual budget as set forth in Article 6, Paragraph B, and amended budgets throughout the year, as necessary, and the School Board's (or the School Board's vendor) financial management services, as defined in this Agreement;
    - c) Oversight of the selection and acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
    - d) Supervision of the preparation of required routine authorizer reports with prior review by the School Board. Such routine authorizer reports shall not include documents, including but not limited to applications, reports, presentations

and related materials, prepared for charter renewal (“Charter Renewal Documents”). Notwithstanding, ECS shall provide financial information required by the State Board of Education as supplied by the School Board (or the School Board’s third party vendor);

- e) Supervision of school support services such as food service, facilities maintenance and other necessary services;
- f) Supervision of the preparation of local, state, and federal reports with prior review by the School Board;
- g) Information and technology system development and management;
- h) Supervision of the preparation of applications for grants and special programs as requested by the School Board; any such grants or funds secured on behalf of ECS shall remain property of ECS for the duration of this Agreement and shall remain with ECS in the event of termination;
- i) Processing funding applications for special programs and facility improvements as requested by the School Board;

iii. Other Services including but not limited to:

- a) Development of critical processes and procedures governing operations of the School as determined by the Parties and as approved by the School Board;
- b) Participation in strategic planning with the School Board for the continuing educational and financial benefit of the school.

iv. Charter Reauthorization Services. The Parties agree that ECS will assist the School Board with Charter School Reauthorization Services. The Parties agree that such services will be governed by this Agreement and shall not be a service provided under this Agreement. Notwithstanding, the Parties agree that ECS may recommend a third party vendor to assist with the Charter Reauthorization Services and that the School Board shall contract with such third party and be responsible for paying the vendor directly.

B. Educational Goals and Program. ECS shall implement the educational goals and programs set forth in the Charter, including, but not limited to, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications for pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that ECS determines that it is advisable to modify the educational goals and programs set forth in the Charter, ECS will provide written notification to the School Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior written approval of the School Board and a Charter amendment approved by the School Board and Authorizer (if required by the Authorizer). ECS shall provide the School Board with periodic written reports specifying the level of achievement of each of the School’s educational goals set forth in the Charter and detailing its plan for meeting any educational goals that are not being attained, such reports to be submitted on a regular periodic basis and upon request of the School Board.

- C. Subcontracts. It is anticipated that ECS will utilize subcontracts to provide some of the services it is required to provide to the School under this Agreement. School Board approval of subcontractors is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose of the School's approved budget or School Board approval is required by the Charter or by the School Board's procurement policy.
- D. Place of Performance. Instructional services other than field trips, student internships, and off-site dual enrollment will normally be performed at the facilities of the School. ECS may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by applicable law. The School Board shall provide ECS with the necessary office space at the sites to perform all services described in this Agreement. If the School Board should expand the School to any other locations in the future, such expansion will be accomplished by amendments to this Agreement and the Charter and may, at ECS's discretion, require a separate agreement for charter management services
- E. Acquisitions. All acquisitions made by ECS for the School Board using any funds belonging to the School, including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the School Board. ECS will not add any fees or charges to the cost of the equipment, materials, and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions from the School Board. All supplies, materials, and equipment procured for the School Board by ECS shall be inventoried by an acceptable method of inventory, and an inventory of the School Board's equipment for the School shall be maintained so that it can be clearly established which property belongs to the School.
- F. Pupil Performance Standards and Evaluation. ECS is responsible for and accountable to the School Board for the performance of students who attend the School. ECS shall implement pupil performance evaluations which permit evaluation of the educational progress of each student, using measures of student and school performance required by the Charter and such additional measures as shall be mutually agreed upon between the School Board and ECS, which are consistent with the Charter. Notwithstanding, the ultimate authority to ensure performance for the students attending the School rests with the School Board.
- G. Student Recruitment. ECS shall be responsible for the oversight of the recruitment of students subject to the provisions of the Charter and the policies adopted by the School Board. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with applicable law. ECS shall follow all applicable procedures regarding student recruitment, enrollment, and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses, as may be required.

- H. Student Due Process Hearings. ECS shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records, to the degree that it is consistent with the School Board's own obligations. The School Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.
- I. Legal Requirements. ECS shall provide educational programs that meet the requirements imposed under applicable law and the Charter, unless such requirements are or have been waived.
- J. Rules and Procedures. The School Board shall adopt rules, regulations, and procedures applicable to the School, and ECS is directed to enforce the rules, regulations, and procedures adopted by the School Board. ECS shall assist the School Board in its policy making function by recommending the adoption of reasonable rules, regulations, and procedures applicable to the School Board.
- K. School Year and School Day. The school year and the school day shall be as provided in the Charter and as defined annually by the School Board.
- L. Authority. ECS shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.
- M. Charter with Authorizer. ECS will not act in a manner that will cause the School Board to be in breach of its Charter with the Authorizer.
- N. Financial Health. The Parties acknowledge that ECS is not responsible for oversight and administration of the School Board's financial oversight of the School and that the School Board retains this responsibility as required by applicable laws. Notwithstanding, ECS shall do all things reasonably and professionally required to prevent the Schools' finances from experiencing any operating or fund balance deficits and shall do all things reasonably and professionally required to keep the School solvent.
- O. Compliance with the Charter and Authorizer Requirements. ECS agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter, the Authorizer Requirements and applicable law. The provisions of the Charter shall supersede any competing or conflicting provisions contained in this Agreement. Any material action or inaction by ECS that is not cured and which causes the Charter to be revoked, terminated, or suspended or which causes the Charter to be put in jeopardy of revocation, termination, or suspension by the Authorizer is a material breach of this Agreement by ECS.

**ARTICLE 5: DUTIES AND OBLIGATIONS OF THE SCHOOL BOARD**

- A. **School Board Policy Authority.** The School Board is responsible for determining the fiscal and academic policies that will govern the operation of the School, including, but not limited to, policies relative to the conduct of students while in attendance at, or en route to, school, and policies and regulations governing the procurement of supplies, materials, and equipment to be used at the School. The School Board shall exercise good faith in considering the recommendations of ECS on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets, subject to the constraints of law and the requirements of the Charter.
- B. **Building Facility.** The School Board is responsible for the acquisition by either purchase or lease of building facilities that comply with all of the requirements of the Charter and applicable law. The School Board may hire ECS as an additional service related to the building, including but not limited to the supervision of new building acquisition, facility upgrades or improvements, or temporary modular. Such additional services will require a separate written agreement and will be provided by ECS at mutually agreed upon costs.
- C. **Legal Counsel.** The School Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Charter, this Agreement, and applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent ECS or any ECS owner(s), director(s), officer(s), or employee(s). While the School Board's counsel and ECS's counsel may meet and confer on issues, the School Board shall not seek direct advice from ECS's legal counsel.
- D. **Audit.** The School Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Charter and applicable state law. The School Board shall retain full responsibility for managing and completing the audit and Form 990 for the School. . The School Board shall comply with the Charter Authorizer in the selection of the School Board's auditor.
- E. **Budget.** The School Board is responsible for adopting a budget in accordance with the relevant provisions of the General Statutes of Connecticut and asserts that it has adequate resources to fulfill its obligations under the Charter, including, but not limited to, its oversight of ECS, the organization of the School, negotiation of the Charter and any amendments, payment of employee costs, insurance required under the Charter and this Agreement, the annual financial audit, and retention of the School Board's legal counsel and consultants. In addition, the School Board is responsible for ensuring the budget includes a reserve amount included as part of the School's annual budget pursuant to Article 6 below and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the School Board.

- F. School Funds. The School Board shall determine the depository institution of all funds received by the School. All funds received by the School Board on behalf of the School shall be deposited in the School's depository account. Signatories of the Operating Account shall include the ECS CEO and the ECS VP of Finance. The Account Signatories shall include the Chief Schools Officer of the School and the School Principal(s). All interest or investment earnings on deposits shall accrue to the School. The School Board shall pay its obligations under this Agreement on a consistent and timely basis.
- G. Governmental Immunity. The School Board shall have the sole power to determine when to assert, waive, or not waive its governmental immunity.
- H. Charter with Authorizer. The School Board will not act in a manner which will cause the School to be in breach of its Charter with the Authorizer.
- I. Evaluation of ECS. The School Board will select and ECS will approve a rubric at the time of the Execution of this Agreement. Any revisions to this rubric must be agreed to in writing by the Parties no later than May 30th for the following academic year.
- J. Compliance with Connecticut General Statutes Section 10-66uu: The School Board and ECS as required by the terms of this Agreement shall ensure compliance with the Connecticut General Statutes Section 10-66uu.
- K. Operational Services. The School Board is responsible for the following operational services, including but not limited to:
- i. Financial services including accounting, bookkeeping services, accounts payable, and accounts receivable and
  - ii. Oversight of the selection and supervision of all School Employees – including but not limited to ensuring a high-quality job performance, managing personnel matters, providing professional development and training, supervising performance of teachers in the classroom and student academic progress, and all other related personnel matters.

## **ARTICLE 6: FINANCIAL ACTIVITIES**

- A. Funding Sources. Except as specifically excluded by the terms of this Agreement, the term "Funding or Funding Sources" shall include all funds received by or on behalf of the Charter School, including but not limited to:
- i. Funding from the State of Connecticut and from any and all other sources for public charter school students enrolled in the School.
  - ii. Special education funding provided by Federal, State and Local Governments to the School that is directly allocable to special education students in the School.
  - iii. Gifted and Talented funding provided by Federal, State and Local Governments that is directly allocable to Gifted and Talented students in the School.
  - iv. At-Risk funding provided by Federal, State and Local Governments to the School that is directly allocable to At-Risk students in the School.

- v. Funding provided by Federal, State and Local Governments to the School that is directly allocable to students in the School with limited English proficiency.
- vi. Federal, State and Local grant sources, including but not limited to Title I, II, III and IV, Charter School start-up funds, and other federal and state funds which are directly allocable to the School.
- vii. Federal ERate funds.
- viii. ESSER and future state or federal funds provided to the School.
- ix. Grants received by the School Board for the School for which educational and administrative services will be required of ECS.
- x. The School Board may advance funds to ECS for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for School Board ratification. The Funding shall be expended by ECS in accordance with the approved Budget and as otherwise authorized by the School Board. The expenditure of Funding received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable. To the extent that there are not sufficient funds in the Operating Account to pay Operating Expenses, ECS may, at ECS's option and sole discretion, deposit funds into the Charter School Operating Accounting ("Operating Advances"). Operating Advances can only be made in accordance with the approved Annual Budget and memorialized in a duly authorized written Agreement between the School Board and ECS. The School Board shall reimburse ECS all Operating Advances, together with interest earned thereon from Total Funding as and when the funds become available; provided, however, that if at the end of each Fiscal Year Total Funding, after payment of Debt Service and Operating Expense, are insufficient to reimburse all Operating Advances attributable to such Fiscal Year, ECS may, at ECS's sole discretion, forgive the un-reimbursed balance of Operating Advances, including interest earned thereon.

**B. Budget.**

- i. The School Board shall manage the budget, accounting, and financial reporting functions for the School in accordance with Authorizer requests, the provisions of the Charter and the approved Annual Budget by the School Board in a timely manner. As previously noted, the School Board may determine it is in the best interest of the School to contract with a third party vendor for such services. Notwithstanding, the Board retains the ultimate responsibility for such services.
- ii. The School Board shall prepare and submit to the School Board for its approval for each Fiscal Year (July 1-June 30), an Annual Budget for the School. Each Annual Budget shall state an estimate for the coming Fiscal Year for (i) Total Funding; (ii) Operating Expenses; (iii) Reserve Expenses; (iv) Audit Expenses; and (v) Fund Balance.
- iii. Reserve Expenses means the amount of money reflected in the Annual Budget that The School Board must deposit into an account for Reserve Expenses. The Reserve Expense Account shall be used for the establishment of reasonable

reserves for long-term renewal and replacement of the School Facility or portions thereof.

- iv. The School Board must approve the School's Annual Budget in a public meeting of the School Board. If the School Board does not approve the Annual Budget, the School Board shall give specific reasons therefore and continue to deposit the balance of Total Funding into the Charter School Operating Account pursuant to its obligations in Article V. If the School Board does not approve the Annual Budget within thirty (30) days of submission by ECS, the School Board shall be deemed to approve the Annual Budget. ECS and the School Board acknowledges that a Final Budget shall be completed no later than June 30 annually.
  - v. ECS may amend the Annual Budget(s) no less frequently than semi-annually in order to reflect the results of the most recent student count and may make such other modifications as it may from time to time find necessary. Any such amendment shall only be valid if approved by the express vote of the School Board. ECS shall report any changes upon which the Annual Budget was based within fifteen (15) days after ECS becomes aware of any such change.
  - vi. ECS shall operate and manage the School according to its Annual Budget.
  - vii. ECS shall use reasonable efforts to operate the School within its Annual Budget.
- C. Service Fee. ECS shall be entitled to compensation for its services in the amount of ten percent (10.0%) of "Funding or Funding Sources" which shall be set forth within the approved Annual Budget. At no time will all or substantially all of the Charter School's state tuition support be paid to ECS as required by the Authorizer. Each year, the annual budget may adjust the service fee to account for increased services requested, cost of inflation, market adjustments in pay for School Employees to remain competitive in the market place and/or attract and retain high-quality School Employees, or increases in costs of services and goods not directly reimbursed by the School Board. Any request for an increase in Service Fee shall be documented with written evidence of the justification of an increased fee. The School Board shall review and make a determination on the proposal from ECS which approval shall not be unreasonably withheld. If the Parties fail to agree on a proposal to increase the Service Fee, the Service Fee shall remain in the amount of no less than ten percent (10.0%) of Funding or Funding Sources. Notwithstanding the foregoing, for the term of this Agreement, ECS shall provide the School Board with a credit equaling fifty percent of the Service Fee (effectively reducing the Service Fee to five percent (5%) to credit the School Board for the services and training provided to the ECS staff prior to the formation of ECS and for recognition of the transition of such staff from the School Board to ECS ("Credit"). In any renewal of this Agreement, the School Board shall be entitled to such credit for up to five (5) total years of credit (including the credit provided in this Agreement) unless otherwise agreed to in writing by the Parties.
- D. Availability of Funds. ECS shall only be required to perform its responsibilities under this Agreement to the extent that there is sufficient Funding to make payments in accordance with the terms of the Budget.



- E. Financial Reporting. ECS shall provide the School Board with:
- i. The projected Annual Budget as required by the terms of this Agreement.
  - ii. Detailed statements of all Funding received, and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the School Board, whether incurred on-site or off-site, upon request.
  - iii. Monthly financial statements by approximately one week before the School Board meeting which include a balance sheet, statement of Funding and expenditures. The School Board, via the School Board's Finance Committee, shall create a schedule where they will meet with ECS for a discussion of the budget (amend if needed) and the current expenditures/income (grants, etc.).
  - iv. Other information on a periodic basis to enable the School Board to (i) monitor ECS's performance and the efficiency of its operation of the School, and (ii) furnish reports and information which the School is required to provide pursuant to its Charter and/or applicable laws.
- F. Access to Records. ECS shall keep accurate financial records pertaining to its operation of the School, together with all the School financial records prepared by or in the possession of ECS, and retain all of these records in accordance with applicable state and federal law and the Authorizer Requirements. Financial, educational, operational, and student records that are now or may in the future come into the possession of ECS remain the School Board's records and are required to be returned by ECS to the School Board upon demand, provided that ECS may retain copies of records necessary to document the services provided to the School Board and its actions under the Agreement. The Parties shall maintain the proper confidentiality of personnel, student, and other records as required by law. All School records shall be physically or electronically available, upon request, at the School's physical facilities. The financial, educational, operational, and student records pertaining to the School are public documents subject to disclosure in accordance with the provisions of applicable law unless an exception applies. This Agreement shall not be construed to restrict the Authorizing or the public's access to these records under applicable law or the Charter.
- G. Marketing. Marketing and development costs paid by or charged to the School Board shall be limited to those costs specific to the School program and may include costs for the marketing and development of the School.

#### ARTICLE 7: TERM

- A. Term. This Agreement shall be effective as of the Effective Date and shall expire on June 30, 2024 ("Term"). However, the Term of this Agreement is subject to a continued Charter from the Authorizer and continued funding from the State of Connecticut.
- B. Renewal. This Agreement shall be automatically renewed for an additional term commencing on the last day of the initial term; unless written notice of intent to

terminate or renegotiate is given by either party at least one hundred and twenty (120) days prior to expiration of the Agreement.

**ARTICLE 8: TERMINATION**

- A. Termination by the School Board for Cause. This Agreement may be terminated by the School Board for cause prior to the end of the term specified in Article 3 in the event that ECS should fail to remedy a material breach within a period reasonable under the circumstances, which shall correspond with the timeline issued by the Authorizer. A material breach by ECS may include, but is not limited to, a failure to carry out its responsibilities under this Agreement, such as a failure to make required reports to the School Board; failure to account for its expenditures or to pay operating costs (provided funds are available to do so); or violating the Charter or applicable law. In order to terminate this Agreement for cause, the School Board is required to provide ECS with written notification of the facts it considers to constitute material breach and the period of time within which ECS has to remedy this breach. After the period to remedy the material breach has expired, the School Board may terminate this Agreement by providing ECS with written notification of termination.
- B. Termination by ECS for Cause. This Agreement may be terminated by ECS for cause prior to the end of the term specified in Article 3 in the event the School Board fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from ECS. A material breach by the School Board may include, but is not limited to, a failure to carry out its responsibilities under this Agreement, such as a failure to make payments to ECS as required by this Agreement; a failure to give consideration to the recommendations of ECS regarding the operation of the school; or violating the Charter or applicable law. In order to terminate this Agreement for cause, ECS is required to provide the School Board with written notification of the facts it considers to constitute material breach and the period of time within which the School Board has to remedy this breach. After the period to remedy the material breach has expired, ECS may terminate this Agreement by providing the School Board with written notification of termination.
- C. Termination by Loss of Charter. This Agreement shall automatically terminate in the event that the School Board no longer possesses a Charter to operate a public school academy, including, but not limited to, a termination or revocation of the Charter or a failure to renew an existing Charter.
- D. Authorizer Required Termination or Amendment. This Agreement shall be terminated or amended with no cost or penalty to the School Board, and no recourse to the Authorizer or any third party affiliated with or engaged by Authorizer, by ECS or any sub-agreement person or entity of ECS, in the event the Authorizer determines to exercise its prerogative under the Charter to require the termination or amendment of this Agreement.
- E. Change in Law. If any federal, state, or local law, regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under

this Agreement, then either party, upon written notice to the other, may request renegotiation of the Agreement. If the Parties are unable or unwilling to renegotiate the terms within ninety (90) days after said notice, the party requesting the renegotiation may terminate this Agreement on one hundred-twenty (120) days further written notice.

- F. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article 3, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which this Agreement was terminated.
- G. **Rights to Property upon Termination.** Upon termination of this Agreement, anything purchased with state school aid funds (or other School funds) shall remain the exclusive property of the School Board. ECS shall have the right to reclaim any usable property or equipment (including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by ECS with ECS funds. Fixtures and building alterations or of any kind are the sole property of the School Board.
- H. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, ECS shall provide the School Board reasonable assistance for up to ninety (90) days after the effective date of the termination to allow a transition back to a regular school program or to transition to another education service provider. ECS may charge a reasonable fee for such services, which shall be no higher on a per month basis than the average standard monthly fee paid during the regular term of this Agreement. Upon termination, ECS shall without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the School Board's records for transition to a new ESP, if any; (iii) organize and prepare student records for transition to a new ESP, if any; and (iv) provide for the orderly transition of employee compensation and benefits to a new ESP, if any, without disruption to staffing.

## **ARTICLE 9: DEFAULT**

- A. **Default.** An event of default ("Event of Default") by either Party shall be limited to the following:
- i. The School Board fails to make any payment due hereunder within ten (10) days after the date such payment was due.
  - ii. The School Board materially breaches any of its other obligations under this Agreement and fails to cure such material breach within sixty (60) days after notice of such breach.
  - iii. If ECS shall under such law as shall 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 shall apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any

such action and the same shall remain un-dismissed for more than sixty (60) days.

- iv. If ECS is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license that may be required for ECS to carry on its business and perform its obligations and functions under this Agreement.
- v. If ECS materially breaches this Agreement. Material Breach includes (i) failure to account for its expenditures or pay the School Board's operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules or curriculum duly adopted by the School Board which is not in violation of this Agreement or the law, or (iii) insufficient progress has made in attaining student achievement objectives of the Agreement and the Charter, and it is not likely that such objectives can be achieved before expiration of this Agreement, (iv) if the health, safety, or welfare of the students is threatened, (v) violation of law, the revocation, suspension or termination of licenses/certifications needed for any School Board operations solely as direct result of an act or failure to act by ECS, and the revocation of the Charter by the Authorizer solely as the direct result of an act or failure to act ECS. In the event of a material breach, ECS shall have (30) days after receipt of written notice to remedy said breach.

**B. Alternative Dispute Resolution.**

- i. Good Faith Negotiation of Disputes. The Parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the Parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between the School Board and ECS concerning this Agreement, it shall be resolved in accordance with the following alternative dispute resolution procedure.
- ii. Binding Arbitration. Any controversy or claim arising out of or relating to this Agreement, the relationship resulting in or from this Agreement, the breach of any duties hereunder or any other relationship, transaction or dealing between the Parties (collectively "Disputes") will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association. Notwithstanding anything set forth herein to the contrary, all notices, arbitration claims, responses, requests and documents will be sufficiently given or served if mailed or delivered to the parties hereto as described in the Notice provision of this Agreement. Any award rendered by the arbitrator(s) may be entered as a judgment or order and confirmed or enforced by either Party in any State or federal court having competent jurisdiction thereof. If either Party brings or appeals any judicial action to vacate or modify any award rendered pursuant to arbitration or opposes the confirmation of such award and the Party bringing or appealing such action or opposing confirmation of such award does not prevail, such Party will pay all of the costs and expenses

(including, without limitation, court costs, arbitrators fees and expenses and attorneys' fees) incurred by the other Party in defending such action. Additionally, if either Party brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, the Party bringing such action for judicial relief will be liable for and will immediately pay to the other Party all of the other Party's costs and expenses (including, without limitation, court costs and attorneys' fees) to stay or dismiss such judicial action and/or remove it to arbitration. The failure of either Party to exercise any rights granted hereunder shall not operate as a waiver of any of those rights. This Agreement concerns transactions involving commerce among the several states. The arbitrators will not be empowered to award punitive damages. The agreement to arbitrate will survive termination of this Agreement. IF THIS AGREEMENT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY THAT DISPUTE.

- iii. Arbitration of Termination by the School Board. Not later than 30 days following a Notice of Termination either Party may submit the matter to arbitration by delivering written notice to the other. Within seven (7) days following the date of the written notice each side shall designate a recognized and independent educational professional as its panel representative; within seven (7) days thereafter, these representatives shall designate the neutral. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence on its behalf, but strict rules of evidence shall not apply. The arbitrators shall permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion concerning the matters in controversy together with their award. They shall issue their award within 30 days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof.

#### **ARTICLE 10: PROPRIETARY INFORMATION**

- A. Proprietary Materials. Each of the Parties shall own its own intellectual property, including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by ECS related to the School Board shall be owned by ECS, and any materials created exclusively by the Board related to the School Board shall be owned by the Board. The Parties acknowledge and agree that neither has any interest in or claim to the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.
- B. Name. ECS owns the intellectual property right and interest to the name Elevate Charter Schools and any and all derivations thereof. During the Term of this Agreement, the ECS grants to the School Board a non-exclusive non-assignable

license to use the name as it relates to the School Board and the relationship the Parties have pursuant to this Agreement.

- C. Required Disclosure. The School Board shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Authorizer and to the Connecticut State Department of Education, which teaching techniques or methods may thereafter be made available to the public.

**ARTICLE 11: INDEMNIFICATION**

- A. Indemnification of ECS. To the extent permitted by law, the School Board shall indemnify and hold ECS (which term for purposes of this Paragraph A, includes ECS's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, employment of former employees, prior relationships with vendors and any noncompliance by the School Board with any agreements, covenants, warranties, or undertakings of the School Board contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the School Board contained in or made pursuant to this Agreement. In addition, and to the extent permitted by law, the School Board shall reimburse ECS for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Paragraph may be met by the purchase of insurance in a form and amounts acceptable to ECS.
- B. Indemnification of the School Board. ECS shall indemnify and hold the School Board (which term for purposes of this Paragraph C, includes the School Board's officers, directors, agents, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by ECS with any agreements, covenants, warranties, or undertakings of ECS contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of ECS contained in or made pursuant to this Agreement. In addition, ECS shall reimburse the School Board for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the School Board.
- C. Indemnification for Negligence. To the extent permitted by law, the School Board shall indemnify and hold harmless ECS, and ECS's Owners, Board of Directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which ECS may incur and which arise out of the negligence or intentional activity of the School Board's directors, officers, employees, agents, or representatives. ECS shall indemnify and hold harmless the School Board, and the School Board's Board, officers, employees, agents, and representatives, from any and all claims and liabilities which the School Board may incur and which arise out of the negligence or intentional activity of ECS's owner, directors, officers, employees, agents, or representatives.

**ARTICLE 12: INSURANCE**

- A. Insurance for the School. ECS shall secure and maintain, on behalf of the School Board, such policies of insurance as required by the Authorizer and the Charter. This coverage shall include the building and related capital facilities if they are the property of the School Board. ECS shall maintain such insurance in amounts and on such terms as required by the provisions of the Charter, including the indemnification of ECS required by this Agreement.
- B. Insurance for ECS. ECS shall secure and maintain such policies of insurance as required by the Authorizer and the Charter, with the School Board and Authorizer listed as additional insureds. ECS shall maintain such insurance in amounts and on such terms as are reasonably acceptable to the School Board and as required by the provisions of the Charter, including the indemnification of the School Board required by this Agreement. ECS shall, upon request, present evidence to the School Board and Authorizer that it maintains the requisite insurance in compliance with the provisions of this paragraph. The School Board shall comply with any information or reporting requirements applicable to ECS under ECS's policy with its insurer(s), to the extent practicable. Any policy of insurance maintained by ECS must include coverage for sexual molestation or abuse, must name the Authorizer as an additional, named insured, and shall not be changed, revoked, or modified absent thirty (30) days' notice to the Authorizer. In the event the Authorizer modifies the level, type, scope, or other aspects of such coverage, then ECS shall undertake like and similar modifications within thirty (30) days of being notified of such change.
- C. Workers' Compensation Insurance. ECS shall procure and maintain workers' compensation insurance with and as required by law, covering the employees of the School Board. Payment for workers' compensation insurance will be withdrawn automatically from the Operating Account.

**ARTICLE 13: COMPLIANCE WITH CHARTER**

- A. Charter. The Parties hereby agree to comply with the Charter and the Authorizer Requirements.
- B. School Board Due Diligence. The School Board hereby agrees to perform the necessary due diligence of ECS and provide all information to the Authorizer pursuant to the Authorizer Requirements, if any.
- C. School Board Members. All School Board members and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, Agreement or management interest in ECS. The relationship between the School Board and ECS shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter and applicable law.

- D. ESP Agreement. This Agreement is an arms-length, negotiated agreement between an informed School Board and ECS. The School Board shall not approve this Agreement until all School Board members have been given the opportunity to review the Agreement with the School Board's legal counsel. Prior to the School Board's approval of this Agreement, the School Board shall obtain a legal opinion from its legal counsel, in the form provided in the Authorizer Requirements. The School Board shall only approve this Agreement with a formal vote at a public School Board meeting. Prior to the School Board's vote on this Agreement, the School Board shall provide an opportunity for public comment on this Agreement.
- E. Information Reporting. ECS is hereby required to make information concerning the operation and management of the School, including, but not limited to, information in the Charter, including all exhibits, attachments, and the like, available to the School Board as deemed necessary by the School Board in order to enable the School Board to fully satisfy its obligations under the Charter. ECS shall make information available to the School as deemed necessary by the School Board in order to enable the School Board to fully satisfy its transparency reporting under the Charter, and also at least the information that a school district is required to disclose under applicable law for the most recent fiscal year for which that information is available.

**ARTICLE 14: MISCELLANEOUS**

- A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the School Board and ECS.
- B. Force Majeure. Notwithstanding any other sections of this Agreement, neither Party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article of this Agreement governing termination.
- C. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Connecticut, without giving effect to the principles of conflict of laws thereof; provided, however, that the Federal Arbitration Act ("FAA"), to the extent applicable and inconsistent, will supersede the laws of Connecticut and shall govern. If any action is brought to enforce an arbitral award rendered pursuant to subsection 2 of this Section, venue for such action shall be in the courts of the State of Connecticut. The Parties hereby irrevocably waive any objection which either may now or hereafter have to the laying of venue of any actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence and hereby further irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.



- D. **Agreement in Entirety**. This Agreement constitutes the entire agreement of the Parties.
- E. **Official Notices**. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the Charter School Board shall be sent to the current address of the then current School Board President or Chairman, with a copy to the then current School Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial School Board President or Chairman and School Board attorney, are as follows:

Rev. Kelcy Steele  
Chair  
Board of Directors  
Booker T. Washington Academy  
804 State Street  
New Haven, CT 06511  
Phone: (203) 691-6535

CC:  
Name  
Board Counsel

With a copy to:

Elevate Charter Schools:  
John Taylor  
Chief Executive Officer  
Elevate Charter Schools  
2666 State Street  
Hamden, CT 06517

CC:  
Heather Harris  
Partner  
Barnes & Thornburg LLP  
11 South Meridian Street  
Indianapolis, IN 46204  
(317) 231-6448 (direct)

- F. **Assignment**. Either Party may assign this Agreement with the written consent of the other.
- G. **Amendment**. This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the School Board and signed by both the President of the School Board and the Chief Executive Officer of ECS.
- H. **Waiver**. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- I. **Cost and Expenses**. If any Party commences an action against another Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to have and recover from the losing party its reasonable costs and attorneys' fees (including those incurred at appellate levels).
- J. **Delegation of Authority**. Nothing in this Agreement shall be construed as delegating to ECS powers or authority of the School Board, which are not subject to delegation by the School Board under applicable law.

[SIGNATURE PAGE TO FOLLOW]


DRAFT

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date and year first above written.

**ELEVATE CHARTER SCHOOLS**

By: \_\_\_\_\_  
Name: John Taylor  
Title: CEO  
Date:

**BOOKER T. WASHINGTON ACADEMY**

By:  \_\_\_\_\_  
Name: Rev. Kelcy Steele  
Title: School Board President  
Date:

**DRAFT**

## Attachment D

Booker T. Washington Academy							
FY 22-23 BUDGET V ACTUALS							
As of June 30, 2022	FY20 Actuals	FY21 Actuals	2021-2022 Budget	April Projections YEAR End 6/30/22	Proposed FY2022-2023 BUDGET	Variance	NOTES
Revenue							
44540 State Grants	-	-	-	-	-	-	
44530 Local Government Grants	1,928	3,656	-	-	-	-	
44545 Per Pupil Revenue	4,725,000	5,400,000	6,237,000	6,051,021	6,188,925	137,904	Per Pupil Budgeted at 537 @ \$11,525 per student
<b>Total 44540 State Grants</b>	<b>4,726,928</b>	<b>5,403,656</b>	<b>6,237,000</b>	<b>6,051,021</b>	<b>6,188,925</b>	<b>137,904</b>	
43000 Non-Profit Revenue	-	-	-	-	-	-	
43310 Corporate and Business Grants	1,000	-	-	-	-	-	
43320 Discounts - Long-term Grants	-	-	-	-	-	-	
43330 Foundation and Trust Grants	919,384	903,000	992,500	856,000	595,000	(261,000)	Buck, Charitable Contribution and New Alliance
43450 Individual Contributions	270	-	1,000	1,000	1,000	-	
<b>Total 43000 Non-Profit Revenue</b>	<b>920,654</b>	<b>903,000</b>	<b>993,500</b>	<b>857,000</b>	<b>596,000</b>	<b>(261,000)</b>	
44000 Federal Grants	-	-	-	-	-	-	
44510 Federal Grants	-	-	-	-	-	-	
44515 E-Rate	4,682	38,242	30,542	30,542	32,193	1,651	
44516 Other Federal Grants	-	315,277	-	-	-	-	
44550 ESSA - Student Entitlements - All Title Grants	-	-	-	-	-	-	
44551 Title I	202,429	179,959	234,183	235,225	235,225	-	Based on FY22 Allocation
44552 Title II	21,482	23,832	23,460	31,414	31,414	-	Based on FY22 Allocation
44553 Title IV	11,267	11,210	11,267	11,267	13,611	2,344	Based on FY22 Allocation
44554 Title III	3,386	3,164	3,386	2,850	2,850	0	
44555 Special Education Reimbursement	78,004	55,156	100,000	100,000	180,000	80,000	
44556 Education Stabilization Fund	23,644	92,851	665,001	665,001	859,170	194,169	Half of ARP grant and remaining ESSER II
<b>Total 44000 Federal Grants</b>	<b>344,894</b>	<b>719,691</b>	<b>1,067,839</b>	<b>1,076,299</b>	<b>1,354,463</b>	<b>278,164</b>	
46430 Miscellaneous Revenue	-	-	-	-	-	-	
47200 Program Income	-	-	-	-	-	-	
47240 After School Program	35,922	393	50,000	547	-	(547)	After school Program to be Outsourced
47241 Summer Program	-	-	-	-	-	-	
47250 Uniform Income	4,863	189	6,600	6,600	5,000	(1,600)	
<b>Total 47200 Program Income</b>	<b>40,784</b>	<b>582</b>	<b>56,600</b>	<b>7,147</b>	<b>5,000</b>	<b>(2,147)</b>	
49000 Special Events Income	-	-	-	-	-	-	
49010 Special Events Contributions	-	-	-	-	-	-	
49020 Fundraising/ Fundraising School Events	10,949	1,566	10,000	10,000	15,000	5,000	
<b>Total 49000 Special Events Income</b>	<b>10,949</b>	<b>1,566</b>	<b>10,000</b>	<b>10,000</b>	<b>15,000</b>	<b>5,000</b>	
50030 Interest	1,094	515	1,093	1,093	1,093	-	
<b>Total Revenue</b>	<b>6,045,304</b>	<b>7,029,009</b>	<b>8,366,032</b>	<b>8,002,560</b>	<b>8,160,481</b>	<b>157,921</b>	
<b>Gross Profit</b>	<b>6,045,304</b>	<b>7,029,009</b>	<b>8,366,032</b>	<b>8,002,560</b>	<b>8,160,481</b>	<b>157,921</b>	
Expenditures							
60000 Personnel Salaries							
60001 Payroll - Leadership Staff	568,386	650,479	760,836	702,234	454,840	(247,394)	Leadership Staff moved to CMO
60002 Payroll - Other	17,311	59,531	40,000	40,000	40,000	-	
60005 Payroll - Academic Deans and Directors	101,547	343,280	419,759	364,977	326,640	(38,337)	
60010 Payroll - Teachers	1,325,642	1,730,586	1,901,629	1,686,084	2,131,502	445,418	
60011 Payroll - Special Education Teachers	47,456	99,705	113,560	170,495	178,300	7,805	
60012 Payroll - Specialty Teachers	335,515	414,443	392,404	407,019	494,848	87,829	
60015 Payroll - Academic Assistants	388,167	329,380	428,483	297,152	264,150	(33,003)	
60020 Payroll - Student Support	135,114	171,867	265,726	272,607	136,990	(135,617)	
60025 Payroll - Nurse	62,908	109,628	111,629	111,629	117,238	5,609	
60030 Payroll - Hall/Bus Monitoring	36,990	15,040	67,322	32,163	51,158	18,995	
60032 Payroll - Behavioral Support/Classroom Aides	-	-	-	249,408	109,757	(139,651)	
60035 Payroll - Before/After School	66,480	-	-	3,200	-	(3,200)	After school Program to be Outsourced
60036 Summer School Program Salary	585	53,360	102,800	103,708	-	(103,708)	Summer school Program Outsourced to YMCA
60040 Payroll - Finance & Operations	239,565	267,371	286,953	307,232	249,775	(57,457)	
<b>Total 60000 Personnel Salaries</b>	<b>3,325,665</b>	<b>4,244,670</b>	<b>4,891,101</b>	<b>4,747,907</b>	<b>4,555,197</b>	<b>(192,710)</b>	
60044 Personnel Taxes and Benefits							
60050 Payroll - Social Security ER	97,839	116,962	181,450	164,445	157,029	(7,416)	
60055 Payroll - Medicare ER	46,263	61,648	72,290	68,398	65,470	(2,927)	
60059 SUI	-	37,751	48,911	48,911	45,552	(3,359)	
60060 Payroll - CT Withholding	40,857	-	-	-	-	-	
60064 Personnel Benefits	-	-	-	-	-	-	
60065 Payroll - Health Benefits	370,599	448,598	455,488	508,871	534,315	25,444	5% increase
60070 Payroll - Dental & Vision Benefits	34,172	38,827	69,046	40,346	42,363	2,017	
60080 Payroll - Life Insurance	-	798	-	1,281	1,500	219	
60082 Workers Compensation Insurance	20,371	25,966	38,421	38,421	41,495	3,074	
<b>Total 60064 Personnel Benefits</b>	<b>425,142</b>	<b>514,189</b>	<b>562,955</b>	<b>596,418</b>	<b>619,672</b>	<b>23,254</b>	
<b>Total 60044 Personnel Taxes and Benefits</b>	<b>610,101</b>	<b>730,550</b>	<b>865,606</b>	<b>878,172</b>	<b>887,724</b>	<b>9,551</b>	
60100 Classroom Expenses							
60101 Art Supplies	869	-	2,536	2,536	2,536	-	
60102 Assessment Materials and Svcs	-	1,500	9,841	9,841	9,841	-	
60103 Classroom Events	987	310	10,502	10,502	-	(10,502)	
60104 Classroom Supplies	17,420	45,742	24,067	30,343	24,067	(6,276)	
60105 Education Software	19,692	28,127	17,250	11,674	15,000	3,326	Excel, Google Classrooms, Myon
60106 Music Supplies	-	-	2,389	2,389	2,389	-	
60107 Physical Education Supplies	511	-	2,838	2,838	2,838	-	
60108 Textbooks and Materials	54,549	81,311	99,679	103,669	102,230	(1,439)	PP budgeted @537
60110 Library Supplies	-	-	1,990	1,990	1,990	-	
<b>Total 60100 Classroom Expenses</b>	<b>94,027</b>	<b>156,990</b>	<b>171,092</b>	<b>175,782</b>	<b>160,891</b>	<b>(14,891)</b>	
60200 School Related Services							
60109 Summer School Expenses	16,908	1,552	19,324	-	-	-	
60201 Nursing Supplies	1,906	16,020	10,000	10,000	8,500	(1,500)	
60202 Pupil Services	-	-	34,400	5,000	5,000	-	
60203 Student Field Trips	-	-	60,000	-	25,000	25,000	
60203-1 Field Trips - Fundraised	900	-	22,880	500	15,000	14,500	
60206 Student Transportation	-	-	-	46,140	40,000	(6,140)	
<b>Total 60203 Student Field Trips</b>	<b>900</b>	<b>-</b>	<b>82,880</b>	<b>46,640</b>	<b>80,000</b>	<b>33,360</b>	
<b>Total 60200 School Related Services</b>	<b>19,714</b>	<b>17,573</b>	<b>146,604</b>	<b>61,640</b>	<b>93,500</b>	<b>31,860</b>	

Booker T. Washington Academy							
FY 22-23 BUDGET V ACTUALS							
As of June 30,2022	FY20 Actuals	FY21 Actuals	2021-2022 Budget	April Projections YEAR End 6/30/22	Proposed FY2022-2023 BUDGET	Variance	NOTES
62100 Contract Services							
60099 Payroll Processing Fees	8,349	10,297	9,034	13,246	9,034	(4,212)	
62110 Accounting Fees	117,500	117,500	115,000	115,000	125,000	10,000	
62115 Audit Services	17,225	17,915	25,984	25,984	25,984	-	
62130 Fundraising Fees	8,037	2,702	13,018	7,152	10,000	2,848	
62135 In-Service Dev Consultants	31,500	3,500	70,985	45,455	115,591	70,136	Hill for Literacy; Powerschool; Modern Classrooms; Great Minds; Wilson Language Training Corp ; Marcia Brenner Associates; Erudite Educational Consulting; Leaving the Village. Use In Service Development for FY23 - Greenwood
62140 Legal Fees	11,500	3,161	19,706	19,706	40,000	20,294	Heinemann.
62145 IT Services	41,272	45,402	40,432	40,432	40,432	-	Pending claim
<b>62150 - Management Fees</b>	-	-	-	-	<b>375,560</b>	<b>375,560</b>	5% of Revenue Federal/ Per Pupil; offsets the salaries of 4 Leadership positions that moved to Elevate
62190 Other Contract Services	66,834	24,005	50,525	50,525	50,525	-	
<b>Total 62100 Contract Services</b>	<b>302,216</b>	<b>224,481</b>	<b>344,684</b>	<b>317,500</b>	<b>792,126</b>	<b>474,625</b>	
62800 Facilities and Equipment							
62801 Facility Supplies	6,701	8,031	36,000	36,000	37,800	1,800	Increase 5% over last year
62804 Snow Removal/Waste Management	25,325	18,340	31,383	31,383	31,383	-	
62815 Maintenance and Repairs	33,439	42,493	59,873	59,873	59,873	-	
62825 Utilities	91,739	94,283	108,675	138,651	140,000	1,349	
62835 Security System	3,708	6,723	6,142	6,142	6,142	-	
62840 Equipment Rental	-	136	15,451	7,725	12,000	4,275	
62850 Custodial / Janitorial Services	154,385	234,995	216,000	215,021	216,000	979	
62890 Rent	419,725	451,745	515,986	515,986	523,422	7,436	Christ: \$12,885; St Stans - \$28,957.26; 2666 State \$1,776.25
62891 Real Estate Tax	201,546	205,766	211,939	211,939	211,939	-	
62892 Relocation	-	3,333	-	6,180	-	(6,180)	
<b>Total 62800 Facilities and Equipment</b>	<b>936,568</b>	<b>1,065,845</b>	<b>1,201,449</b>	<b>1,228,900</b>	<b>1,238,559</b>	<b>9,659</b>	
65000 Operations							
60205 Staff Uniforms	2,034	-	3,386	1,500	3,386	1,886	
60210 Student Uniforms	7,312	293	14,424	14,424	10,000	(4,424)	
<b>Total Student Services</b>	<b>9,346</b>	<b>293</b>	<b>17,810</b>	<b>15,924</b>	<b>13,386</b>	<b>(2,538)</b>	
62865 General Insurance	-	-	-	-	-	-	
62870 Property Insurance	28,072	31,996	36,000	36,000	36,000	-	
<b>Total 62865 General Insurance</b>	<b>28,072</b>	<b>31,996</b>	<b>36,000</b>	<b>36,000</b>	<b>36,000</b>	<b>-</b>	
65000 Operations							
65005 Office Equipment Lease	-	-	-	-	-	-	
65005-1 Photocopier	18,692	17,316	18,499	18,499	18,499	-	
65010 Books, Subscriptions, Reference	(13)	931	4,600	7,838	4,600	(3,238)	Powerschool
65015 Classroom & Office Equipment - Non Depr	17,656	21,618	19,664	19,664	19,664	-	
65016 Classroom & Office Furniture - Non Depr	7,815	2,169	21,419	9,433	12,000	2,567	
65020 Postage and Delivery	3,592	1,630	8,065	3,199	8,065	4,866	
65030 Printing and Copying	10,348	450	8,274	2,735	8,274	5,539	
65040 Office Supplies	18,320	13,911	21,288	33,360	21,288	(12,072)	
65050 Telecommunications	45,495	47,697	46,430	46,430	46,430	-	
65051 Communications E-Rate	8,467	6,375	18,451	14,505	18,451	3,946	
65105 Bank Fees	2,042	2,191	3,000	2,493	3,000	507	
65150 Memberships and Dues	13,841	12,091	18,113	18,113	18,113	-	
<b>Total 65000 Operations</b>	<b>146,254</b>	<b>126,378</b>	<b>187,803</b>	<b>176,269</b>	<b>178,384</b>	<b>2,115</b>	
68000 Staff Travel							
68310 Travel - Conf, Mtg and Conv	-	-	1,330	2,729	1,330	(1,399)	
68315 Travel - Air/Ground Transport	42,524	2,135	9,738	1,468	9,738	8,270	
68320 Travel - Lodging	12,555	-	4,445	2,000	4,445	2,445	
68325 Travel - Meals & Entertainment	923	67	1,955	1,955	1,955	-	
68330 Travel - Mileage	2,728	128	2,885	571	2,885	2,314	
68335 Travel - Parking	8,377	5,615	18,349	7,388	8,400	1,012	
<b>Total 68000 Staff Travel</b>	<b>67,106</b>	<b>7,944</b>	<b>38,702</b>	<b>16,111</b>	<b>28,753</b>	<b>12,642</b>	
65100 Recruitment and Marketing							
65110 Advertising Expenses	530	630	24,000	10,000	12,000	2,000	
65115 Student Recruitment	12,413	9,011	10,935	8,683	15,000	6,317	
65140 Staff Recruitment	12,503	11,374	15,143	12,936	15,000	2,064	
<b>Total 65100 Recruitment and Marketing</b>	<b>25,446</b>	<b>21,016</b>	<b>50,078</b>	<b>31,619</b>	<b>42,000</b>	<b>10,381</b>	
65145 Professional Development	1,237	-	-	-	-	-	
65160 Meeting Supplies & Food	7,378	4,402	6,874	6,874	6,874	-	
65170 Staff Development & Training	8,737	70,360	44,606	124,646	-	(124,646)	Moved expenses to In Service Development Consultants
<b>Total 65145 Professional Development</b>	<b>17,352</b>	<b>74,762</b>	<b>51,480</b>	<b>131,520</b>	<b>6,874</b>	<b>(124,646)</b>	
90000 Miscellaneous Expense							
65102 Gifts and Gratitude	-	(300)	-	2,375	-	(2,375)	
65105 Bank Fees	-	-	-	-	-	-	
60930 Late fees & penalties	-	600	-	-	-	-	
65130 Interest Expense - General	-	-	500	500	500	-	
62810 Depr and Amort - Allowable	35,064	75,173	81,820	120,256	120,256	-	
<b>Total 90000 Miscellaneous Expense</b>	<b>34,716</b>	<b>75,473</b>	<b>82,320</b>	<b>125,059</b>	<b>120,756</b>	<b>(4,303)</b>	
<b>Total Expenditures</b>	<b>5,616,585</b>	<b>6,777,971</b>	<b>8,084,729</b>	<b>7,942,404</b>	<b>8,154,150</b>	<b>211,746</b>	
<b>Net Revenue</b>	<b>428,719</b>	<b>251,038</b>	<b>281,303</b>	<b>60,156</b>	<b>6,332</b>	<b>(53,825)</b>	



**STATE OF CONNECTICUT**  
**STATE BOARD OF EDUCATION**



May 2, 2023

Reverend Kelcy Steele, Chair  
 Board of Directors  
 Booker T. Washington Academy  
 804 State Street  
 New Haven, Connecticut 06511

**Re: Status of Charter Management Organization**

Dear Reverend Steele:

I am writing to follow up on prior meetings that the Connecticut State Department of Education (CSDE) has held with you in your capacity as Chairman of the Booker T. Washington Academy (Booker T.) Board of Directors and Booker T.'s Executive Director John Taylor. These meetings were in response to the schools' request for material change, which was submitted to the CSDE pursuant to Section 10-66ss(a) of the Connecticut General Statutes on July 29, 2022. With that request for material change, Booker T. sought to amend its charter for the purpose of contracting with a Charter Management Organization, or "CMO." Booker T.'s request was reviewed by the CSDE, including its Fiscal and Internal Audit offices through Fall 2022. This review raised certain questions regarding your request. Consequently, on January 6, 2023, CSDE staff members met with you and with Mr. Taylor regarding Booker T.'s request.

Among the matters discussed during the January 6, 2023, meeting was Mr. Taylor's dual roles as Chief Executive Officer of Elevate Charter Schools (Elevate) -- the CMO with which Booker T. wishes to enter a management contract -- and as Executive Director of Booker T., in addition to the corresponding compensation structure in place for Mr. Taylor. Specifically, the CSDE was advised that Elevate and Booker T. were sharing responsibility for Mr. Taylor's compensation. The CSDE expressed concern about a conflict of interest arising from this arrangement and requested permission to contact both Elevate's and Booker T.'s respective attorneys in order to discuss these concerns. The CSDE's Legal Director subsequently contacted both parties' lawyers, but neither replied.

Despite this failure to respond by the parties' attorneys, it was the CSDE's hope that the concerns shared during the January 6, 2023, meeting regarding the conflict of interest would have been addressed by Booker T. During a recent April 27, 2023, meeting among the CSDE, Mr. Taylor, and you, however, the CSDE was advised that Mr. Taylor was continuing to serve in both roles, and that Elevate was paying 90 percent of his salary and Booker T. was paying the remaining 10 percent. It was further noted that Elevate was paying in full the compensation of another member of Booker T.'s leadership. The CSDE considers this arrangement to be profoundly problematic, and I am writing to advise you that Booker T. must take prompt steps to address it.

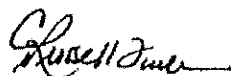
The CSDE's concerns arise from the fact that there is an inherent conflict of interest in one individual simultaneously serving as both Booker T.'s Executive Director and as the Chief Executive Officer of a CMO which Booker T. wishes to retain as its CMO. This places the Executive Director in the position of both recommending a course of action to Booker T. that directly benefits an entity which he has formed and leads, and then essentially negotiating with himself regarding any subsequent school-management agreement. While this is in no way stating, or even suggesting, that Mr. Taylor is acting with bad intent, a clear conflict of interest would attach to any individual serving in these dual capacities.

The CSDE is also concerned by the fact that under the current compensation structure, Elevate is already serving as the *de facto* CMO. This is bolstered by the fact that, as noted, during the April 27, 2023, meeting, the CSDE was informed that the salary of another member of Booker T.'s leadership is being paid solely by Elevate. Regardless of job titles or stated roles, if all, or the overwhelming majority, of the salary paid to the Executive Director and another leadership member is being paid by Elevate, then they are essentially serving as employees of the CMO. Thus, Booker T. has essentially effectuated a material change despite not having received permission from the State Board of Education to do so. As such, this material change is unauthorized and in violation of Conn. Gen. Stat. §10-66ss(a).

For these reasons, I am writing to advise Booker T. that it must immediately take steps to ensure that it is in compliance with its charter – which does not currently permit a CMO. Additionally, Booker T. must take action to eliminate the inherent conflict of interest posed by Mr. Taylor serving in dual roles, and by Booker T. engaging in a cost-sharing arrangement with Elevate with respect to the compensation for Mr. Taylor and for his leadership colleague. Furthermore, until such actions are taken, an ethical wall must be established between Mr. Taylor and any Booker T. discussions or actions pertaining to the possible retention of Elevate as Booker T.'s CMO. The failure to take these steps could result in Booker T. being placed on probation in accordance with Conn. Gen. Stat. §10-66bb(h)(1)(B), which invests in the Commissioner of Education the power to “at any time place a charter school on probation if . . . the school has failed to . . . comply with the terms of its charter or with applicable laws and regulations.”

Please confirm in writing within the next thirty days that Booker T. has taken these steps. In the interim, if you have any question with respect to this correspondence or the actions that Booker T. must take to avoid possible probation, please contact Chief Academic Officer Irene Parisi at [Irene.parisi@ct.gov](mailto:Irene.parisi@ct.gov) or 860-713-6852.

Sincerely,



Charlene M. Russell-Tucker  
Commissioner of Education

cc: John Taylor, Executive Director



**Mark J. Sommaruga**90 State House Square  
Hartford, CT 06103-3702

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June 1, 2023

*Via e-mail*

The Honorable Charlene M. Russell-Tucker  
Commissioner  
State of Connecticut Department of Education  
P.O. Box 2219  
Hartford, CT 06145-2219

**Re: Booker T. Washington Academy and “Material Change” Request**

Dear Commissioner Russell-Tucker:

The undersigned has just been retained as legal counsel to Booker T. Washington Academy (“BTWA”). We have reviewed correspondence from you dated May 2, 2023, in which you raised concerns of the Connecticut State Department of Education (“CSDE”) about 1) BTWA’s relationship with Elevate Charter Schools (“ECS”), and 2) the employment and dual roles of Mr. John Taylor as Executive Director of BTWA and Chief Executive Officer of ECS.

First of all, it is BTWA’s recollection that at the meeting among the CSDE, BTWA and ECS on January 6, 2023 to discuss BTWA’s application for a material change to its charter, the CSDE’s primary concern was having persons simultaneously serving as members of both the boards of directors of ECS and BTWA (as that could be in violation of Connecticut Agency Regulation 10-66mm-3(b)); at that meeting, BTWA represented that there was no such dual membership of board members. In addition, BTWA has been fully transparent at all times with the CSDE as to the nature of its relationship with (and the employment status of) Mr. Taylor. We appreciate the fact that you acknowledge that there has been no “bad intent” with respect to the relationship and employment status of Mr. Taylor.

Nevertheless, without relitigating the past, BTWA has taken action to respond to the concerns and requests in your May 2, 2023 correspondence. Mr. Taylor has tendered his resignation as BTWA’s Executive Director, effective June 1, 2023. BTWA has hired an interim Executive Director (Dr. Belinda Carberry). As Mr. Taylor is no longer affiliated with BTWA, this should cure any concern with respect to Mr. Taylor’s role in BTWA’s discussion about the retention of ECS as a potential charter management organization (“CMO”) to provide whole school management services for BTWA. BTWA and ECS each have independent legal counsel, and they are representing the interests of their respective clients in the process of an engagement between ECS and BTWA. In addition, to avoid even an appearance of a conflict of interest, BTWA is removing any references

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to ECS personnel (or even any links to ECS) from its website while we await action by the CSDE on BTWA's request for a material change and approval of any potential management contract with ECS. We hope that these corrective actions are sufficient and are responsive to your concerns.

As you acknowledge in your May 2, 2023 correspondence, BTWA submitted on **July 29, 2022** a request for approval of a material change of its charter, specifically, to allow for the engagement of ECS to serve as a CMO and to provide whole school management services for BTWA. We understand the many competing demands on your (and the CSDE's) time. Nevertheless, the relevant statute (Connecticut General Statutes §10-66ss(b)) provides that the State Board of Education (upon recommendation from the CSDE) shall vote on a request for a material change within 60 days of receipt of such request. Time is of the essence with respect to BTWA's request, as the decision on the request for a material change will have a fundamental effect on BTWA's operations, administrative/employment needs, and future structure, with the 2023-2024 school year in the not-too-distant future. We would appreciate action by the CSDE and the State Board of Education on BTWA's request for a material change as soon as possible.

Finally, BTWA had submitted a proposed CMO agreement between ECS and BTWA. Counsel for ECS and the undersigned counsel for BTWA have further reviewed and revised said agreement, and the BTWA Board of Directors have voted to approve this revised agreement. We are enclosing the revised agreement, and we ask that the CSDE provide any input and facilitate the State Board of Education's approval of the agreement as a part of the process of approving the request for a material change.

Please feel free to contact me if you should have any questions. BTWA will furnish any further information that the CSDE may need from BTWA about its request for a material change. We appreciate your efforts and look forward to cooperating with you (and the CSDE) on these matters.

Respectfully yours,

*/s/ Mark J. Sommaruga*

Mark J. Sommaruga

Enclosure

*Copy:* Mr. Robert Kelly  
Attorney Michael P. McKeon  
Attorney Lisa J. Holtzmuller (Counsel for ECS)  
Reverend Kelcy Steele (Chair, BTWA Board of Directors)