

KIPP ACADEMY BOSTON CHARTER SCHOOL

KIPP ACADEMY LYNN CHARTER SCHOOL

Minutes of the Special Meeting of the Board of Trustees

January 16, 2024

The Special Meeting of the Board of Trustees (the “Board”) of KIPP Academy Boston Charter School and KIPP Academy Lynn Charter School (the “Schools” or “KIPP”), each a body politic and corporate created and existing under Massachusetts General Laws, Chapter 71, Section 89, convened at 4:30 p.m. Eastern Standard Time on Tuesday, January 16, 2024 via remote participation by video-conference, held in compliance with the Open Meeting Law and the Schools’ By-laws, at which a quorum of the Board was present, notice having been given to the Trustees or waived. The Trustees participating in all or part of the meeting were: Rhonda Barnes (Ex-officio), Tom Beecher, Paul Maleh, Doug Borchard, Shenkiat Lim, Mike Kendall, Stephanie Pierre-Louis (Chair), Matt Fates (Vice Chair), Mike Gaburo, Paul Ketterer (Treasurer).

The following observers were invited to attend and participated in all, or parts of, the meeting: Jesse Fetbroth, Chief of Staff, Emily DoBell, Chief Schools Officer, Steve Pizzimenti, Chief Finance and Talent Officer, Emily Taylor, Chief Operating Officer, John Kalafatas, Growth Team, Frances Specter, Growth Team, Bettina Toner, legal counsel.

Jesse Fetbroth kept the minutes on behalf of Ivelisse Gonzalez, Secretary.

Welcome

Ms. Pierre-Louis in her capacity as Board Chair, called the meeting to order. She then welcomed everyone to the meeting and recognized that pursuant to Governor Healy’s March 29, 2023 Order suspending certain provisions of the Open Meeting Law, this meeting of the Board was being conducted via remote participation. Jesse Fetbroth then conducted a roll call of all Trustees and attendees, and all attendees confirmed that they could hear and be heard by everyone in the meeting.

Steph	here
Matt	here
Nikki	here
Mike K.	here
Mike G.	here
Paul K.	here
Paul M.	here

Eyal	
Ive	
Tom	here
Doug	here
Shen	here

Nikki introduced John Kalafatas and Frances Spencer from the Growth Team at the Foundation, as well as Bettina Toner of Krokidas and Bluestein LLP, our legal counsel.

Ms. Pierre-Louis reviewed the proposed agenda and in accordance with Massachusetts Open Meeting Regulations, 940 CMR 29.10, confirmed that all remote participants had received copies of all documents reasonably expected to be discussed at the meeting.

Ms. Pierre-Louis ensured that all members had received the following documents: Space and Services Agreement; Disclosure by Non-Elected State Employee of Financial Interest and Determination by Appointing Authority as Required by G.L. c. 268A, § 6; Executive Director Job Description; Letter of Commitment between KIPP Management, LLC and Helen Y. Davis Leadership Academy.

Nikki spoke to the Board about the need for a high school in Boston and the lack of seats in Boston. She named that we do have an opportunity to be creative and partner with a school in a limited sense that would enable them to amend their charter currently-- they are currently a 6-8 charter and if they can get their charter amended, which they need us to do, that could be the first step in getting them a path toward a high school. Today we are talking about the Letter of Commitment-- this is time-bound, and non-binding, and represents the strongest path we've seen to a possible high school for our students.

Nikki asked Emily Taylor if she would add anything. Emily noted it was a challenging, but viable path toward a high school. She named this as a "dating period."

Nikki asked Emily DoBell if she would share anything. She noted that regardless of the numbers we put up by the time students are in 8th grade, if we do not know where they are headed next, we could not guarantee them a diploma. Any attempt to stick with them when the stakes get high is worth going after.

Steph thinks this is a strong prospect of what we have been chasing all along, but we want to make space for discussion.

Jesse clarified the role of the Trustees and explained that the Letter of Commitment is between KIPPMA School Management LLC, a limited liability company whose sole member is KIPP Massachusetts, Inc.

Tom Beecher shares this makes a lot of sense. He said we should approach this from a due diligence perspective. We want to make sure we have a clear set of questions we want to answer. What exactly do we want to learn? There will be 3-4 things that will make or break this for us. Pulling that together as soon as we can will be a good next step.

Mike asked about the steps between what we will do today and some point in the future for us to determine if this is a no-go. Where are we going if things do and do not work out?

Bettina gave an overview of documents and process. She noted this is an exciting opportunity for KIPP's innovative thinking because this hasn't been done before. This will also be new to BESE/DESE. KIPP has been looking at ways to access high school seats. The only consolidations of charters that have been approved by BESE have been between charter schools that share a Board-- maybe 4 or 5 such consolidations have been approved by BESE. It's not a "merger" but rather a "consolidation". To our knowledge, BESE has not approved consolidation of two charter schools that do not have the same board of trustees. We have discussed internally whether there might be a path to create a mirror board situation with another school in order to propose consolidation to BESE at some point. We haven't had that conversation with BESE/DESE yet but in the meantime, this opportunity with Helen Y. Davis arose. This might be one path to get to a place where BESE/DESE would consider consolidation. DESE has said in the past that it will not approve an agreement where one charter school is managing another public school. There have been situations where DESE has approved a charter school's mission-affiliated non-profit entering into an Agreement to provide services to another public school.

The Space and Services Agreement is an agreement between KIPPMA School Management LLC and the school, but the LLC will be providing those services to Helen Y. Davis. DESE has said they will consider the arrangement, but they want to see a Letter of Commitment between Helen Y. Davis and KIPP Management, LLC. Once DESE reviews the Letter of Commitment, we'll have a better understanding of what additional information they want to see.. The next step would likely be for Helen Y. Davis and the LLC to enter into a management agreement that spells out in more detail the terms of the parties' agreement, including more detail about the services that the LLC will provide to Helen Y. Davis.

Matt Fates wanted to ask about DESE's position on the LLC. It seems like it could be creating a conflict and seems unusual. Bettina explained in certain circumstances the appearance of a conflict may be mitigated by disclosing the conflict. Here we're requesting a state ethics opinion for Emily Taylor, which we have done in the past in similar situations. We're reasonably confident that the state ethics commission will say this is OK based upon updated job descriptions and state ethics disclosures. We will decide if we also need to do this for other KIPP staff that will provide services to the LLC. KIPP the school cannot directly engage in supporting Helen Y. Davis. To the extent KIPP staff are providing support to the LLC as part of their job descriptions at KIPP (the School) for the LLC's work with Helen Y. Davis, the LLC will pay KIPP the School for that work. That compensation arrangement is spelled out in the Space and Services Agreement. The LLC may or may not charge Helen Y. Davis for the services the LLC provides. The fee arrangement between the LLC and Helen Y. Davis would be spelled out in more detail in an MOU between the LLC and Helen Y. Davis.

John talked about CMO management not being new-- 7 KIPP regions around the country have acquired non-KIPP schools in the past. KIPP MA is a stronger, higher-capacity region than other smaller regions. He acknowledged wanting to manage risks. He shared the good news is we have a playbook for acquiring non-KIPP schools that can be adapted to match the work that the regional team is already doing. There are resources we can bring to bear. He said that we might be eligible for a grant for up to 2 million dollars to support. He is a former COO and CFO at KIPP MA and we've done things before that have never been done.

Paul asked about laws from DESE whether we could enter into a receivership. Bettina explained that this isn't the case here-- there isn't a clear pathway in the charter school statute or regulations to do what we would like to do here. It will involve a number of conversations with DESE's charter school office to see what they want to see and how they will address aspects of this.

Paul asked if it helps to make the argument that Helen Y. Davis might be insolvent in 6 months. Bettina explained DESE doesn't want any school to close. The fact that Helen Y. Davis is struggling is something DESE would likely take into consideration.

Mike K. asked whether DESE wants to let us do that or not, if they'll be able to. Would a combination of these schools require legislation? Bettina explained that it will be interesting to have this conversation with BESE/DESE, but thinks there is a pathway for it.

Paul K. asked if we might bring in consultants to help KIPP staff so they can focus on KIPP MA. Taylor explained that we are expecting 15 hours a month between February and June and replicating processes we currently do.

Review of Space and Services Agreement between KIPP and KIPPMA School Management, LLC

WHEREAS, KIPPMA School Management, LLC, a Massachusetts limited liability company whose sole member is KIPP Massachusetts, Inc., has formed to assist with the management and operation of Helen Y. Davis Leadership Academy Charter Public School ("HYDLA") in accordance with a Management Agreement to be executed between KIPPMA School Management, LLC and HYDLA; and

WHEAREAS, KIPP desires to enter into a Space and Services Agreement with KIPPMA School Management, LLC to pursue their common educational objectives;

NOW IT IS THEREFORE:

RESOLVED: To approve the Space and Services Agreement (the "Agreement") between KIPP and KIPPMA School Management, LLC, a draft of which is attached as Exhibit A hereto, and to authorize the Executive Director to finalize and execute the Agreement on behalf of the Board, with such changes as may be made in her discretion.

The Board voted by roll call as follows:

Steph	aye
Matt	aye
Nikki	aye
Mike K.	aye
Mike G.	yes
Paul K.	yes
Paul M.	aye
Tom	aye
Doug	aye
Shen	aye

Disclosure by Non-Elected State Employee of Financial Interest and Determination by Appointing Authority as Required by G.L. c. 268A, § 6 (“Section 6 Disclosure”) and Executive Director Job Description

WHEREAS, the Trustees have determined that KIPP has a distinct institutional interest in the Executive Director providing oversight services to KIPPMA School Management, LLC;

Steph paused for questions.

NOW IT IS THEREFORE:

RESOLVED: To approve as Appointing Official, the Section 6 Disclosure and updated Job Description for KIPP Executive Director, Rhonda “Nikki” Barnes, drafts of which are attached as Exhibit B, hereto, and to authorize the Board Chair to finalize and execute the Section 6 Disclosure and Job Description on behalf of the Board, with such changes as may be made in her discretion.

The Board voted by roll call as follows:

Steph	aye
Matt	aye
Nikki	aye

Mike K.	aye
Paul K.	yes
Paul M.	aye
Tom	aye
Doug	aye
Shen	aye

Omnibus Resolutions

RESOLVED: To authorize the Board Chair and Executive Director to sign, seal, deliver and file any and all agreements, documents, and instruments of every nature, which may be necessary, appropriate, or convenient to consummate the actions authorized by the foregoing votes.

The Board voted by roll call as follows:

Steph	aye
Matt	aye
Nikki	aye
Mike K.	aye
Paul K.	yes
Paul M.	aye
Tom	aye
Doug	aye
Shen	aye

RESOLVED: To ratify, confirm, and approve all actions, taken by the Board Chair and the Executive Director in connection with the actions referred to in the foregoing votes.

The Board voted by roll call as follows:

Steph	aye
Matt	aye
Nikki	aye
Mike K.	aye
Paul K.	yes
Paul M.	aye
Tom	aye
Doug	aye
Shen	aye

Tom asked for a due diligence list of the 4-5 most important no-go issues, including really deep understanding of what phase 2 looks like with a mirror Board. It sounds like we would be responsible for 2 schools, one of which we don't know anything about, and is struggling.

Mike also named that we are going to be continuing to focus on our academic progress. Nikki named that our Chief Academic Officer is not part of this intentionally.

Steph asked for best practices of other schools in similar situations.

Adjournment

There being no further business to come before the Board, the meeting was adjourned at approximately 5:14 p.m. Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned Secretary of KIPP has hereunto set his signature as such officer as of this date of January 16, 2024.



Name: Ivelisse Gonzalez

Title: Secretary

List of Documents used at the Meeting:

- Space and Services Agreement
- Disclosure by Non-Elected State Employee of Financial Interest and Determination by Appointing Authority as Required by G.L. c. 268A, § 6
- Executive Director Job Description
- Letter of Commitment between KIPP Management, LLC and Helen Y. Davis Leadership Academy

Exhibit A

[Space and Services Agreement]

Exhibit B

[Section 6 Disclosure and Job Description]