



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

Board of Education Finance and Operations Committee Meeting

SPECIAL MEETING
Monday, June 27, 2022
5:15 p.m. p.m.
Virtual Meeting

The Finance & Operations Committee shall focus on the review of contracts, agreements and capital projects as well as the comprehensive financial picture of the Board and its various departments. The Committee shall review areas of operations and policy in an effort to ensure fiscally prudent, sustainable, and efficient high-quality support to student learning and district responsibilities.

AGENDA

I. Information Only & Action Items:

A. Agreements: 1

II. No Discussion Items

ZOOM Meeting: Please click the link below to join the webinar:

<https://zoom.us/j/97514835612?pwd=KzFZRZDZ6bG1XMk1IZG1WNDQ1MHNwZz09>

Passcode: F&O2021

Or One tap mobile :

US: +13017158592, 97514835612# or +13126266799,,97514835612#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

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Webinar ID: 975 1483 5612

International numbers available: <https://zoom.us/j/97514835612?pwd=KzFZRZDZ6bG1XMk1IZG1WNDQ1MHNwZz09>



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE & OPERATIONS COMMITTEE MEETING

SPECIAL MEETING

Monday June 27, 2022

Virtual Meeting

5:15 p.m.

ACTION ITEMS

Chair: Mr. Matthew Wilcox

A. AGREEMENTS:

1. Amendment #1 to Agreement #91344033 with Elm City Montessori School, Inc., to increase funding of \$1, 664,776.00 by \$119,483.00 to \$1,784,259.00 to reflect in-kind services in the budget were projected higher than actual, resulting in an increase of cash to the school.

Funding Source:	2021-2022 Operating Budget	(\$62,483.00)
	Open Choice Program	(57,000.00)

Presenter: Ms. Michele Bonanno Document Attached

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Elm City Montessori School, Inc. AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: 91344033

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: N/A DATE: 5/3/22

FUNDING SOURCE FOR AGREEMENT: General Funds

ACCT # FOR AGREEMENT: 19044000-56694

ORIGINAL AMOUNT OF AGREEMENT: \$1,664,776

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,664,776

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$119,483

X INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,784,259

FUNDING SOURCE & ACCT # FOR AMENDMENT: General Funds, 19044000-56694, \$62,483
Open Choice, 251-5452-56694, \$57,000

DESCRIPTION AND NEED FOR AMENDMENT: The in-kind services in the budget were projected higher than they actually came in resulting in an increase of cash to the school.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: *EJ Halsey* 6/6/22
(Name) (Date)

Executive Director
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF NEW HAVEN BOARD OF EDUCATION
AND
ELM CITY MONTESSORI SCHOOL, INC
FOR
THE OPERATION OF ELM CITY MONTESSORI SCHOOL**

This Agreement, entered into this 23rd day of July, 2021, effective the 12th day of October, 2021 by and between the City of New Haven Board of Education (hereinafter referred to as the "Board"), and Elm City Montessori School, Inc., (hereinafter referred to as the "Partner"), concerning Elm City Montessori School, located at 495 Blake St, New Haven (hereinafter referred to as the "School").

WITNESSETH THAT:

WHEREAS, in 2013 the Board approved the local charter application for the School; and

WHEREAS, in 2013 the State Department of Education approved the local charter application; and

NOW, THEREFORE, the Board and the Partner hereby agree as follows:

DEFINITIONS

School Certified Professionals: For the 2021-22 Academic Year, this includes fourteen (14) state-certified classroom teachers (one part-time classroom teacher), one (1) state-certified Social Worker and one (1) state-certified Instructional Coach, one (1) state-certified Magnet Resource Teacher, one (1) state-certified Special Education teacher and the school's state-certified principal.

Extended Year Operations: For the 2021-221 Academic Year, the Partner's school year for staff will run August 20, 2021 to June 21, 2021. Students will follow the NHPS calendar with the following exceptions: students and teachers will attend school on Tuesday, September 14, 2021, not on Friday, November 12, 2021 which will be a teacher/staff only day

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Partner, as a local charter operator, and the Partner hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be the Superintendent of Schools or such other person as he/she shall designate in writing.

103. The Board hereby authorizes signature authority to the Superintendent of Schools of all necessary and relevant documents required to execute the services described under this Agreement and so forth.

104. The person responsible for coordinating the services to be performed by the Partner shall be the President of the Elm City Montessori School Board of Trustees or such other qualified person as is designated in writing by the Partner and accepted by the Board.

105. The Partner shall not subcontract any of the professional services to be performed by it under this Agreement, absent approval by the Superintendent of Schools. Such approval shall not be unreasonably withheld or delayed.

SECTION 2: SCOPE OF SERVICES

201. The Partner shall operate Elm City Montessori School, a local charter school to be located at 495 Blake St, New Haven, CT. This operation will include but not be limited to the following tasks:

- a. The Partner shall operate the school, including educating students, employing the staff, determining leadership and general school operations. The success of the program will be evaluated according to the performance standards described in Appendix 1. The Partner shall be responsible for pursuing those performance results, and the District shall be responsible for supporting the Partner.
- b. To monitor the performance of students each year, and within each year, the Partner shall, with the assistance and support of the District, administer appropriate assessments to track student performance, and supply the results of those assessments to the Board. Such assessments will run on a schedule similar to that employed by other New Haven Public Schools with the goal of producing assessments in the fall, winter and spring to the District Administrator. The specific timetable and assessments will be reviewed and agreed upon with the Partner and District Administrator.
- c. The Partner shall ensure that Elm City Montessori School meets State requirements in English/Language Arts, Math, Science, Social Studies, and Computer Literacy.
- d. The Partner shall, in coordination with the Board of Education, ensure that Elm City Montessori School addresses all necessary requirements of the special education students' Individualized Education Programs (hereinafter "IEP"). The Board shall employ specialists such as social workers, psychologists, guidance counselors and others as needed to coordinate with Elm City Montessori School staff to meet the legal and regulatory requirements of the Individuals with Disabilities Education Act in addition to all other federal, state and local laws and regulations. Students in the Special Education component shall adhere to their IEP

as developed by the District. The IEP is subject to regular review in order to assure that the changing needs of the students are continually met. The District shall be responsible for the three year evaluations. IEP teams, which facilitate the screening, assessment, placement, and monitoring of all placed students, will consist of representatives from both the District and the School. The Partner shall work with the District to ensure that all related services required by the students are available.

- e. The Partner and the School may use any appropriate system of record used by the district, including the district's Student Information Systems (e.g. PowerSchool) and Learning Management Systems (e.g. SchoolNet). The District shall provide support, access and training to systems of record as needed.
- f. The Partner shall collaborate with the Board and its designees with respect to the physical property and in-kind services and supports under this Agreement. Where applicable the Partner will follow all protocols and policies with regard to procurement, budget, permits, work approvals, technology utilization and all other related operations in order to ensure compliance and efficiency as well as full advance notice, collaboration and communication on operations of the building and School.

202. The Board shall maintain the School staff on payroll and shall provide, at no cost to the Partner, the services and benefits enumerated in Paragraph 506, infra.

203. The Partner shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Partner shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; provided, however, the Partner shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Partner.

204. All reports and documents for the PSIS, strategic school profile, ED001C, prepared by the Partner under this Agreement (those typically provided by similar schools to the State Board of Education or Federal Department of Education) shall be submitted to the Board within 30 days of submission to appropriate state or federal agencies. The Board shall review and respond to materials submitted by the Partner within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof or reasonably requires additional material in order to properly review the submission, the Partner shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval. A list with examples of such reports and documents is provided in Appendix 2, which is not intended to be a comprehensive list.

205. In performing the services required under this Agreement, the Partner shall consult with the Superintendent of Schools and shall meet, as appropriate, with other Board

employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

206. All School Certified Professionals (lead classroom teachers, Social Worker, Instructional Coach, Special Education and Principal) employed by the Partner shall be members of the same collective bargaining group, and subject to the same collective bargaining agreement, as other New Haven Public Schools professionals, pursuant to C.G.S. Sec. 10-66dd(b)(4). The Partner and the Board will work with other bargaining units as deemed appropriate by the District concerning other school staff.

207. School Calendar - The parties agree that the Partner's scholastic session will have at least one hundred and eighty (180) days of instruction per year (182 days if no snow days), and that each instructional day will be at least six and one half hours in length, including intermissions and recesses, on days when District schools have a full schedule. The Partner shall offer a full day educational and social program, at least as long as the full school day allowed by the Staffing Flexibility agreement created for the school. The parties agree that the Partner's major holidays and school vacations will coincide with the District's, and the Partner will be responsible for increased costs associated with Extended Year Operations. The 2020-21 school start date and end date for students will coincide with the District's start and end dates. The Partner's school year will also include the following adjustments to the District calendar: full professional development days with teachers (no students) August 20th until the first day of school. Students and teachers/staff will attend school on Tuesday, September 14, 2021. Friday, November 12 will be a teacher/staff only day. Snow days: the first two snow days of the year will be days off for students and teachers/staff. Any additional snow days will be remote learning days.

208. Parental Involvement - The parties agree that parents are partners with educators in their children's education and should be encouraged to actively participate in creating and implementing educational programs for their children. To this end, the Partner shall make provision for parental access to the written records of their children, to State and District Assessments, and to teaching materials. The Partner agrees that parents shall be included on the Elm City Montessori School Board of Trustees. Through a systematic program of parental contact and training, the Partner and the School shall keep parents fully informed regarding the school activities of their children.

209. School Choice Placement Process and Admission— In determining student admissions, the Partner shall use and be part of the NHPS student placement process. The Partner and the Board must agree on the number of available seats in each grade for both New Haven and Open Choice seats before communicating enrollment plans to ACES or the State. This agreement will be made by March 1, 2022 and the agreed upon projected enrollment will be used to fill seats in the lottery for the upcoming school year. The Partner shall have ongoing access to information about student applications through NHPS's online admissions database. Immediately following the placement process, the Partner shall be responsible for communication to families of students who gain admission to the school

210. Student Admission and Enrollment Information Sharing – NHPS will provide the Partner access to the District's admission database for those students accepted to the School. The Partner will receive access to the names and contact information for student's

selected to the School through the NHPS placement process. The Partner will have the same access level to their admission list as all schools in the District. The District shall have primary responsibility for registering admitted students; upon registration the District will provide the Partner with a final list of students enrolled and all necessary paperwork to the Partner. The Partner shall notify the District of withdrawals within three business days for purposes of transportation and record keeping. The Partner will direct parents to the District to make changes of address. The Board shall make available to Partner aggregate data regarding students who applied but did not gain admission to the school, for the purposes of research and comparison, on an ongoing basis throughout the duration of time that such students are enrolled in NHPS schools. Such data sharing shall not conflict with current FERPA and other state and federal laws, and identifying information shall be removed from the records as necessary in order to remain compliant with all such provisions.

211. Enrollment Adjustments – The Partner will submit proposed changes in total enrollment numbers to its assigned NHPS Director as well as the Director of Choice and Enrollment in advance of submitting revisions to the State Department of Education. These adjustments must be agreed upon in writing by both parties prior to any submissions to any other department or agency.

212. Professional Development – The Partner’s personnel may, but shall not be required to, participate in professional development opportunities offered by the Board.

SECTION 3: INFORMATION TO BE FURNISHED TO THE PARTNER

301. The Board will provide the Partner with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Partner for the purpose of carrying out services under this Agreement.

302. The Board will provide to the Partner drafts of any marketing materials using the Partner’s name or image, which includes brochures, booklets and flyers. The Partner will review, edit and approve the document within a reasonable period of time as to not delay the printing and distribution. The Partner is responsible for all media releases required.

SECTION 4: TIME OF PERFORMANCE

401. The Partner shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall expire on June 30, 2022. The Board shall review the Agreement on a yearly basis and has the option of renewal. It is the expectation of the parties that the agreement will be renewed at least for as long as the local charter has been granted and funding is available to continue the program with fidelity.

SECTION 5: CONSIDERATION

501. The Partner enters this agreement in consideration of the opportunity to direct and manage a local charter school. The Board of Trustees of the School is ultimately responsible for all strategic, management, and operational decisions.

502. The Board shall provide funding for the School as outlined in the Elm City Montessori School funding model approved by the Superintendent of Schools, the Partner and the State Department of Education.

503. Notwithstanding the provisions of Paragraphs 505 and 506, *infra*, payments to the Partner under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Partner. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work, and the reimbursement. Payments of State funding and Open Choice funding will be disbursed upon receipt of all required documents and within the time frame of the District's Business Office. The Partner will follow the fiscal policy and procedures of the District for a minimum period of one (1) year or until both parties agree the Partner has established accounting practices required to manage federal magnet, state and other funding as applicable. The District will make four (4) payments to the Partner to cover non-NHPS payroll and other operational expenses that are not processed through the NHPS accounts payable system. These payments will be made in, October, November, January and April. In addition, the District may disburse funds to pay for core classroom staff not on district payroll at levels outlined in the original funding model (see Appendix 3). Notwithstanding this funding basis, the Partner is required to provide a Financial Reconciliation of the use of funds, including copies of invoices or agreements that will be paid with these funds, monthly statements from vendors paid with these funds, and any year-end reports or official audits conducted by or of the Partner.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Partner hereunder. The Partner's relationship to the Board is that of an independent Partner.

505. The Board shall make direct payments of salaries, and be responsible for relevant insurance/fringe benefits, associated with the Partner's personnel as described in the Elm City Montessori School funding model described *supra*. The Board shall adjust such payments each year to account for levels of student enrollment that differ from the projections included in the aforementioned funding model. The Board shall review the School enrollment, funding streams and other fiscal assumptions on a quarterly basis and the Board shall adjust its funding and in-kind supports in the event that the enrollment changes.

506. The Board shall provide the following "in-kind" services/personnel to the Partner: (i) professional services encompassing cleaning, nursing, security, special education, social work, IT support, and payroll at levels consistent with the District's practices and requirements to maintain ordinary school operations and which meet the legal and regulatory requirements of the Individuals with Disabilities Education Act in addition to all other federal, state and local laws and regulations, (ii) full student meal subsidies, as determined by student

eligibility and enrollment in free/reduced lunch programs, and (iii) student transportation for eligible students in Kindergarten and above consistent with the District's practices and requirements. Any transportation needs above those outlined in this section are at a cost incurred by the Partner.

507. The Partner may make renovations and non-permanent enhancements to the School facility by submitting requests through the Facilities Office through the work order system. The Facilities Office will work with the Partner to outline a timeline and coordinate all work.

508. The Partner is responsible for major facility renovation costs.

509. The Partner shall meet with the Board fiscal managers and District Administrator on at least a quarterly basis to review actual expenditures in order to determine the appropriate installment payments defined herein as well as appropriate in-kind and other fiscal supports.

SECTION 6: INSURANCE

601. The Partner, shall, in addition, carry public liability insurance including motor vehicle coverage for all operations it performs under this Agreement with a limit of not less than One Million Dollars (\$1,000,000.00) covering personal injury and property damage. The Board shall be named both certificate holder and additional insured on such policy. The certificate shall specifically reference this Agreement, and provide the Board with 30 days notice of cancellation. The Partner shall furnish the Board with a certificate of insurance evidencing that it has complied with the obligations under this section of the Agreement. The Partner shall be solely responsible for the payment of all premiums required under Section 6.

602. The Partner shall indemnify, defend and save harmless the Board and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting directly or indirectly from the performance of services of the Partner set forth under this Agreement.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Partner shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Partner shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Partner each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

708. The Board may, from time to time, request changes in the scope of services of the Partner to be performed hereunder. Such changes, including any increase or decrease in funding amounts described in Section 5, *supra* (notwithstanding adjustments made on the basis of enrollment differences as described in Paragraph 505), which are mutually agreed upon by and between the Board, the Partner and the State Department of Education, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Partner, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Partner: Michael Van Leesten
President, Board of Trustees
Elm City Montessori School, Inc.
495 Blake Street
New Haven, CT 06515

Board: Yesenia Rivera
President
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

IN WITNESS WHEREOF, the parties have executed three (3) counterparts of this Agreement as of the day and year first above written.

WITNESS:

NEW HAVEN BOARD OF EDUCATION

PD

Patricia DeMaio

BY: *Yesenia Rivera*

Yesenia Rivera
Board President

WITNESS:

Elm City Montessori School, Inc.

BY: _____
Duly Authorized

APPENDIX 1

PERFORMANCE AGREEMENT

This contract is entered into by both parties in order to encourage the learning, the academic success, and the life success of the students of Elm City Montessori School. To that end, the agreement includes the following performance expectations for such students, which shall be evaluated through the below process.

1. Frequency of Review:
 - a. Performance Review: The Partner will evaluate the comprehensive performance of the School twice a year – once at the end of July or early August (i.e. Review of end of year outcomes, and proposed targets/outcomes for the next year), and once in January or February (midyear check in). Those program evaluations will focus on the performance outcomes described below, operational and compliance issues, and the quality of coordination. An annual report will be shared with the Board by September.
2. Student Performance Outcomes: Annually, the Partner shall provide the Board evidence that students in Elm City Montessori School will have made substantial progress in social behavior and academic learning, preparing them for success in college, career, and life. Those performance outcomes will be measured according to metrics that include, but are not limited to, the following:
 - a. Student engagement, academic performance, and academic progress
 - i. Student portfolios, student projects, teacher developed assessments, school developed assessments, and mastery of subject matter based on Montessori performance standards.
 - ii. Performance on state assessments, including the new SPI indicators.
 - iii. Overall student average daily attendance.
3. Operational, Fiscal, and Compliance Performance:
 - a. Elm City Montessori School shall manage the School in accordance, and ensure compliance, with all applicable Federal and State laws and regulations, including Special Education, English Language Learning, and State Testing requirements;
 - b. For issues regarding the health and safety of students, including the reporting of violence and abuse to appropriate authorities, Elm City Montessori School is responsible for reporting and responding, but will notify NHPS of all serious incidents.

- c. The Partner shall provide evidence of fiscal stewardship and financial health by providing information on financial transactions not on the Board's financial system, and providing copies of any audits, form 990s, or any other report with financial information.
4. Sharing of Information and Resources:
 - a. In order for Elm City Montessori School to meet the above performance metrics, it is essential that the District provide Elm City Montessori School with copies of any and all communication, reports, findings, requests, demands, etc. received from parents, the State or any regulatory agency, and that the District make its employees available to Elm City Montessori School in order to facilitate the timely and thorough completion of any required reports or responses.
5. Presentation the Board: Annually, the Partner shall present to the Board on items 2, 3, and 4 above at a public meeting by October 30th.

APPENDIX 2

EXAMPLES OF REPORTS AND DOCUMENTS PARTNER WILL PROVIDE TO NHPS BEFORE SUBMISSION TO STATE BOARD OF EDUCATION FEDERAL DEPARTMENT OF EDUCATION

1. October 1 Final Enrollment
2. Projected Enrollment
3. Strategic School Profile
4. ED001C Financial Report (if filed)
5. Form 990

APPENDIX 3

For the 2021-22 Academic Year, NHPS will disburse \$1,664,766, (subject to quarterly true-up as defined in Section 509) to the Partner to cover the cost of core staff and operational expenses. Any decrease in projected in-kind expenditures by the Board will be reflected in increased disbursement to the Partner based on fourth quarter true-up. These payments will be made in four (4) disbursements on October 15th, November 15th, January 15th and April 15th and will be partly funded through Open Choice funds generated by the students at the school.