

## MEMORANDUM

TO: NHPS BOE Finance and Operations Committee

FROM: Michele Bonanno *MB*

DATE: August 7, 2023

SUBJECT: Elm City Montessori Memorandum of Understanding

Attached you will find the three-year Memorandum of Understanding (MOU) for the operation of Elm City Montessori Charter School (ECMS). This is a non-financial agreement between the New Haven Board of Education and ECMS. This MOU outlines details related to the operational components of the partnership agreement between the New Haven Board of Education and ECMS. This MOU does not make any financial commitments and will be in operation for the same duration of the State Charter Renewal the New Haven Board of Education approved in the Fall of 2022. A financial agreement that covers FY 24 expenses will be forthcoming.

**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 30<sup>th</sup> day of June, 2023, effective the 15<sup>th</sup> day of August, 2023 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: The Partner's school-certified professionals for each new fiscal year will be submitted to the Board by June 30<sup>th</sup> of each year.

Extended Year Operations: Any adjustments to the NHPS calendar made by the Partner will be submitted to the Board by June 30<sup>th</sup>, prior to the start of the new school year.

**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.

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 of each year and the agreed upon projected enrollment will be used to fill seats in the lottery for the upcoming school year. The Partner may choose to accept up to 5 students above the seat allocation to account for student attrition immediately preceding the October 1 placement deadline, but will only receive per pupil funding for the seat allocation agreed upon on March 1. 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. Per policies passed by the Partner's Board of Trustees, children of ECMS staff members who reside in New Haven will receive preference for admission to ECMS (staff children may not exceed 10% of the student population). Staff preference will be considered outside of the NHPS lottery placement process and the students will count towards the agreed upon yearly enrollment cap. Seat offers will be made directly by ECMS and a copy of the acceptance letter will be provided to the Office of School Choice and Enrollment in advance of the lottery.

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 students 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, 2027. 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 all in-kind funds. 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 August, November, February, and May. 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's enrollment, funding streams and other fiscal assumptions on a quarterly basis and the Board shall adjust its in-kind supports in the event that the enrollment changes prior to October 1.

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. The in-kind projection will be agreed upon by both parties by and no cash adjustment will be made to the Partner pursuant to Section 503 should the actual in-kind expenses be less than the agreed upon projection. Should actual in-kind expenses be less than the agreed-upon amounts, the in-kind budget will be adjusted to ensure the Partner receives full per pupil funding. The Board and Partner will meet annually in July, October, January and April to review actual and projected expenditures and adjust line items, as needed. The Board agrees to execute in-

kind expense changes and related processes within one month of these meetings. If the four scheduled meetings do not take place and/or outlined reallocations have not been fully executed within one month of these meetings, the New Haven Board of Education or its designee will meet with the Elm City Montessori School Board or its designee to negotiate how funds will be allocated to ensure the Partner receives its full per pupil allocation by the end of the fiscal year.

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

508. 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**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

**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 30<sup>th</sup>.

## **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

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**

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**BY:**

\_\_\_\_\_


**Yesenia Rivera  
Board President**

**WITNESS:**

**Elm City Montessori School, Inc.**

\_\_\_\_\_

**BY:**

  
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**Duly Authorized**