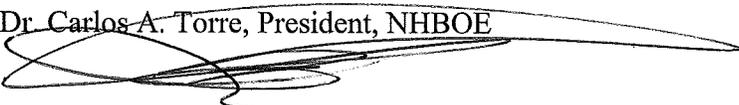


Connecticut State Department of Education

School Improvement Grants 2011-12

COVER SHEET

Name of District: New Haven Public Schools	
Name of Grant Contact: Imma Canelli Assistant Superintendent of Curriculum and Instruction	
Phone: 203-691-2686	
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Email: <a href="mailto:Imma.canelli@new-haven.k12.ct.us">Imma.canelli@new-haven.k12.ct.us</a>	
Address of Grant Contact: City of New Haven – Board of Education 54 Meadow Street, 8 <sup>th</sup> floor New Haven, CT 06519	
Name of Superintendent: Reginald Mayo, Ph. D.	
Signature of Superintendent: 	Date: 4/25/11
Name of Board Chair: Dr. Carlos A. Torre, President, NHBOE 	
Signature of Board Chair:	Date: 4/25/11

### Part III. SIG Application

Please complete sections A-I.

**A. SCHOOLS TO BE SERVED: Please include the following information with respect to the schools you will serve with a School Improvement Grant.**

Using the CSDE list of Tier I, II and III eligible schools found in Appendix A, please identify in the chart below each Tier I, Tier II and Tier III school in your district that you commit to serve and identify the model that you will use in each Tier I and Tier II school.

SCHOOL NAME	TIER I	TIER II	TIER III	INTERVENTION (TIER I AND II ONLY)			
				turnaround	restart	closure	transformation
Clemente Leadership Academy	X				X		

## 2. Descriptive Information for Roberto Clemente

 Analysis of the needs of Roberto Clemente inclusive of subgroup levels for three years of disaggregated achievement data.

**\*See data chart (1) for the NHPS Performance Report for Roberto Clemente, including 3 years disaggregated data at end of Section B, along with other crucial performance and demographic information**

In conducting School Improvement Planning, achievement data for three consecutive years was collected for analysis and review. The district and school leadership team analyzed the data and determined that there was a need to increase achievement in all areas of CMT (reading, writing, math and science). By the end of 2010, CMT math scores for students at or above proficient ranged from a low of 39.4% for 4th graders to a high of 67.4% for 3rd graders. CMT reading scores for students at or above proficient ranged from a low of 11.1% for 5th graders to a high of 48% for 8th graders. The Hispanic population scored 40.9% proficient in grades 3 - 8, and the Black population scored 21.4% proficient in grades 3 - 8 for math. The Hispanic population scored 24.1% proficient in grades 3 - 8, and the Black population scored 33.6% proficient in grades 3 - 8 for reading. The White population scored 71.5% proficient in grades 3 - 8 for math and 50% for reading. The subgroups - (Black and Hispanic) continue to score below their White counterparts, thereby further contributing to the achievement gap.

For math there was a significant decline in proficiency or better over a three year period for grade 5 math performance from 71.4% to 43.2%. There was a significant decline in grade 5 reading performance from 40% to 11.1%. Science continues to be a problematic area also, as student performance for grade 5 students fell from 34.3% proficient or better to 15.8% over a three year period.

Analysis of the needs of the Clemente students indicated that the students are not learning the skills necessary to be successful and that the poor performance was not acceptable. The leadership also suggested a need to better understand the relationship between all the assessments that are given (English, Spanish, Special Education) to better understand the needs of the diverse learners.

This analysis led Clemente to determine three achievement priorities, which are aligned to the District goals.

- Priority #1: Students will be ready to succeed by the end of Kindergarten
- Priority #2: Students will achieve math and literacy standards
- Priority #3: The achievement gap will be reduced for defined subgroups

Priority #1 is measured by DRA 2, Oral Language Assessment, Phonemic Awareness assessments, attendance and pre-Kindergarten experience. Priority #2 is measured by CMT scores in grades 3 - 8 for reading, writing, math, and science. Priority #3 is measured by CMT scores in grades 3 - 8 for reading, writing, math and science for black/white/Hispanic subgroups, in comparison to the State average performance. Again, the need to look at Spanish formatted assessments and LAS Links to better determine actual student capabilities.

The Central Office Executive staff suggested that there was a need to become more focus and targeted when analyzing school data to determine more specific, targeted priorities. The team also continued their dialogue around how might they better utilize formative, interim and summative assessments to improve

teaching and increase student performance. They agreed that more training in data review and analysis was needed at the school and that the current priorities were too general. Further analysis suggests better use of district formative and interim assessments will provide greater insight into establishing achievement priorities and strategies to meet them.

SIG will provide us with an opportunity to have an outside management agency develop and provide an alternative comprehensive approach to increasing student performance, improving staff performance, managing resources, and seeking parent and community support for Clemente. The selected EMO, Renaissance School Services (RSS), will work collaboratively with the district's executive team, as well as ensure compliance with all SIG requirements.

**Under the direction of the Renaissance School Service team, Clemente will establish three-year student achievement goals in reading/language arts, mathematics and science on the CMT for all subgroups.**

With collaboration from the district's central office executive team, we are poised to help Clemente raise substantially the achievement of students so as to enable the school to make AYP and exit improvement status. To that end, Clemente has adopted the state goals in which they will improve student performance on the CMT by at least 15% points at or above proficiency in reading and math; and show at least a 20% point increase in proficiency in reading and math for each grade level matched cohort on the CMT.

The Renaissance team will begin meeting with current Clemente staff, as well as with both NHPS the Assistant Superintendents, to analyze student performance data, as well as the data described in the school climate survey and identify at least one area of adult behavior to change. RSS's school management model analyzes individual student achievement gains, closely tracking and managing that individual learning, and utilizing that information in the regular management of the school. Using this information, RSS and the district will establish three-year achievement goals for all grades and all subgroups as they attempt to close the achievement gap. RSS will develop those school Improvement target goals in a new Clemente School Improvement Plan in alignment with the NHPS District Improvement Plan.

#### **\*See Appendix 1 NHPS District Improvement Plan**

In addition, the RSS contract includes performance standards in three areas, engagement, interim performance, and summative performance, which are designed to produce substantial progress within the district's performance management structure.

- \* Engagement: increase student attendance rates, parent involvement as measured by attendance at report and nights and other school events and rate of satisfaction measured on the NHPS school climate survey. Target rates for increases in this category shall be to move the school above the District average in these metrics within three (3) consecutive years.
- \* Interim Student Academic Performance: 75 percent of students demonstrating more than a year's progress on the DRP, on district pre and post assessments, and on interim measures suggested in advance by Renaissance School Services, as compared to other students in the district or other appropriate norm references for those measures suggested by RSS.
- \* Summative Student Academic Performance: student progress on all three CMT tests, so that the school earns safe harbor under NCLB, the school makes appropriate progress to close the gap to the district average in 5 years, and individual student growth remains above the 55th percentile in the district.



## Selected Intervention Model

**The Superintendent and the Executive Leadership Team has selected the Restart Model as their systemic reform intervention model for Roberto Clemente. The external leadership capacity and management focus provided by RSS will strengthen the school organization, creating greater coherence for students and for staff. The New Haven model of school turnaround ensures that we will fulfill all the requirements of a Restart School under the state application, as well as rehiring of staff and other components of substantial intervention.**

Renaissance School Services emerged from a rigorous process of recruiting, screening and negotiating with possible turnaround providers, which began roughly a year ago.

The principal, achievement specialist, and operations specialist will be selected, appointed, and employed by Renaissance. Clemente is a district Tier III Turnaround School (equivalent to Tier I for the CSDE). In collaboration with the NHFT, the district has established Turnaround School Work Rules for district Tier III schools. The implementation process for administration of these work rules has been established through a systematic schedule. Under these rules, RSS will work with existing teaching staff, to mutually evaluate fit and effectiveness in the re-started Clemente. In addition, RSS will work with staff to assess and adjust the initial proposed work rules for the school, allowed under the Union contract.

### **See Appendix 2 Clemente Work Rules**

The NHPS Teacher Evaluation Document and the Principal Evaluation Document provide for the use of rigorous, transparent and equitable evaluation systems for principals that take into account student performance, as well as multiple measures of teacher performance. RRS will work within this framework, providing additional focus on the highest leverage indicators of teaching quality.

The Renaissance team will review all district documents and data as they develop a Restart Plan and manage the school, of which a draft will be presented to the Superintendent and the Executive Leadership team for review.

RSS, leading and managing the proposed Restart School, will create an environment where every staff members know the needs, interests, aspirations of each child, builds positive relationships, provides research-based instruction, monitors student progress, and provides the academic, social and/or other supports needed for each student to succeed. We believe that this new management team and focus will assist in meeting the identified needs of the students and provide them with the tools they need to be ready for high school and beyond.

### **See Appendix 3 NHPS Teacher Evaluation Document**

### **See Appendix 4 NHPS Principal Evaluation Document**



**District monitoring of the Restart Plan will be on-going in collaboration with Renaissance School Services.**

The district will monitor the Restart Plan, which will be inclusive of the School Improvement Plan, to ensure that all components of the plan are executed with fidelity.

This will be accomplished through on-going, on-site observations by the Assistant Superintendents and the Director of School Turnaround, as well as through detailed reports and frequent meetings with Renaissance leaders.

Renaissance will provide the Superintendent with a detailed report on a monthly basis. They will meet with the Assistant Superintendent of Curriculum & Instruction and the Assistant Superintendent for Portfolio & Performance Management, as the Superintendent's designees on a bi-monthly basis to review programs and progress, as well as to provide collaborative support.

In addition, the Assistant Superintendents and Director of School Turnaround will continue to monitor progress through in all SIG schools through a process of Walkthroughs, meeting with RSS and school level teams, and through a review of monthly reports and review of student performance data. The Superintendent, the Assistant Superintendents will review results from the Cambridge external evaluation documents as appropriate.

### **Results from external evaluations.**

Cambridge completed a brief summary of Clemente's strengths and weaknesses. Although the strengths included the fact that the administrators and literacy coaches worked as a cohesive team focusing on the school and that the staff quickly settled into their new building, the weaknesses were both numerous and significant. Lesson planning and design were poor, learning was limited due to the slow pace of instruction, teachers did not provide students with opportunities for students to assess their own learning, and the school was not sufficiently responsive to data analysis. These results are consistent with district observations and findings.

**\*See document (2) Cambridge summary report at end of section B**

### **The status of school level data teams**

Clemente currently has school level data teams. These grade level instructional teams will receive additional training as they become more comprehensive and viable in ensuring more effective analysis of student performance data, which in turn will lead to greater targeted instruction. RSS intends to strengthen these teams in the Restart Model, by ensuring effective tracking and use of data, and collaborative attention to both data-based student needs and the resulting action steps. Renaissance will review the status of current school level data teams and establish a comprehensive school level data team model for Clemente as part of their Restart Plan. RSS will collaborate with the the Assistant Superintendent for Curriculum and Instruction and with the CSDE to ensure implementation of the guidelines established in the Standards for School Data Teams and Standards for Instructional Teams.

Renaissance has an established protocol for the School Leadership Data Team and the Instructional Level Teams.

#### School Leadership Data Team

- Lead by Achievement Specialist
  - ELA and Math Coaches are part of the team
- Principal is on the team
- RSS's Director of Educational Services is on the team
- RSS's president will be reviewing critical point data, but likely not all interim data
- Principal will also review critical point data, but may not review all interim data

#### Instructional Level Teams

- Led by the Achievement Specialist
  - ELA and Math Coaches are part of the team
- All teachers in each grade will be members of their appropriate grade level teams; grade level data teams will review data on a regular basis
- The frequency of the grade level team meetings will be dependent on the school's schedule, yet to be developed, but assumed to be a minimum of once a month
- RSS's Director of Educational Services will be monitoring the grade level meetings to ensure that they are doing what they should be doing in these meetings. That monitoring will be occurring on a weekly basis.

As indicated in the District School Improvement Plan, there is a systematic process for implementing and monitoring building level data teams at each school. This team submits review data information to Central Office on a regular basis to the District Assessment Office, as well as meets twice a year with the Superintendent and the Central Office Executive Staff.

#### **BI-9** How has district monitored implementation of corrective action plans if applicable?

Not applicable for Clemente School

#### **ED** Description of participation of district's participation in the Connecticut Accountability for Learning Initiative (CALI).

The district has participated in the Connecticut Accountability for Learning Initiative (CALI) for the past four years, and has actively been involved in the professional development and coaching which is designed to accelerate the learning of all students and to close the achievement gap. They have provided workshops for K-8 staff focusing on data driven decision-making, standards based instruction, effective teaching and coaching strategies, best use of formative, interim and summative assessments, and in how to improve the school climate to support academic achievement.

Clemente has participated in CALI training over the past four years. Renaissance will collaborate with the Assistant Superintendent for Curriculum and Instruction and the CSDE around identifying components of CALI which will be beneficial in the Restart Plan.

#### **B2** For each Tier I and Tier 2 school that the district commits to serve, demonstrate the capacity to use SIG funds to provide adequate resources and related support in order to implement fully and effectively the selected intervention model.

**121 Funds will be used to support staffing and organization structures to implement the selected intervention model at each school.**

In collaboration with the district, RSS will work to ensure that funds are used to support staffing and organization structures to implement the selected intervention model at Clemente. They will also collaborate with the district to develop a matrix of all resources and develop a plan to ensure coordination of resources, programs and initiatives for Clemente so as to ensure effective use of resources in the school, as well as determine what programs and/or initiatives might better meet the needs of the students, staff and parents of Clemente.

As part of the Restart Model, RSS will establish a new school organization model. In addition to recruiting and hiring a new principal, they are proposing two new positions as part of the new school organization model, Operations Administrator and Achievement Administrator. Once they have completed an assessment of the current staff, with respect to student enrollment and instructional needs, they will establish a school organizational model. A completed School Organizational Chart will be made available to the Superintendent by July 1, 2011.

**\*See chart (3) District Organizational at end of section B  
Renaissance Organizational Chart sent as an attachment**

**121 District - and school-level staff will be trained to fully and effectively implement the selected intervention model.**

Renaissance will work collaboratively with district and school level staff to ensure fully understanding of the Restart Plan. School level staff will be trained by Renaissance to fully and effectively implement the school priorities under the Restart Intervention Model. This training and collaboration will occur in established district professional development time, as well as in additional professional development time at the start of school and in the school year, allowed under the Tier III work-rules

**121 The district will monitor each component of the selected intervention model for each school.**

The Superintendent of Schools and his designees will receive and review detailed monthly reports from RSS. The Assistant Superintendents and Director of School Turnaround will monitor each component of the Restart Plan. They will meet at least bi-monthly with the RSS team to review progress toward meeting the goals of the Restart Plan. They will also visit and observe Clemente regularly to review and monitor on-site programs and initiatives.

Cambridge will be hired as the external evaluator of the Restart Model. They will provide the district with a mid-year and end-of-year report on the status of progress within the Restart Model.

**121 The district will monitor the allocation of resources and funds to effectively implement the selected intervention model.**

The Renaissance School Service organization will allocate SIG resources to effectively implement the Restart Intervention Model. The Assistant Superintendent for Curriculum and Instruction will provide district oversight in monitoring the use of the funds.

**B2e Funds will be used for pre-implementation activities, if applicable, and how these activities align to the intervention model.**

RSS's contract will begin this spring, substantially before the end of the school year. At that time, RSS will begin the process of reviewing and analyzing district and school level data with respect to student academic performance, social and behavioral indicators, parent involvement, attendance, etc. RSS will also review the District Improvement Plan and the current Clemente School Plan, which can both be used as a basis for the development of a new Clemente School Improvement Plan under the Restart Model. They will also review any documents, such as the Cambridge Report, to assist in determining other indicators of success for Clemente. They will meet with the Superintendent, the Assistant Superintendents, and the Director for Turnaround Schools as part of the pre-implementation activities. They will meet with the current Clemente staff and begin to formulate initial committees that will support the process of recruiting and hiring staff for the Restart Model. They will develop a process for including parents in the pre-implementation activities. As such, SIG funds will be used to pay RSS start-up fees, which are designed to support these pre-implementation activities

**B3 Describe what actions the district has taken, or will take, to:**

**B3.1 Design and implement interventions consistent with the federal requirements and deadlines.**

In contracting with Renaissance School Services, NHPS is turning to external management of Roberto Clemente School. RSS will provide leadership, management and focus to ensure effective team work and academic focus for Clemente students. In turning to an external provider, the district is acting consistent with the federal requirements for SIG's Restart Model, and will be in compliance with identified deadlines. RSS will develop and increase teacher and school leadership effectiveness by providing more focused on-site support.

The principal, achievement administrator, and operations administrator will be selected, appointed, and employed by Renaissance. Clemente is a district Tier III Turnaround School (equivalent to Tier I for the CSDE). In collaboration with the NHFT, the district has established Turnaround School Work Rules for district Tier III schools. The implementation process for administration of these work rules has been established through a systematic schedule. Under these rules, RSS will work with existing teaching staff, to mutually evaluate fit and effectiveness in the re-started Clemente. This process will begin in May, and be finished in June, with additional hiring to proceed through the summer. In addition, RSS will work with staff to assess and adjust the initial proposed work rules for the school, allowed under the Union contract.

**\*See Appendix 5: NHPS's Three-Tiered Model K - 8 Document**

**B3.2 Recruit, screen and select external providers.**

The NHPS went through an extensive process in selecting an external provider for the Restart Model. The process included recruitment, screening (inclusive of site visits of the potential external providers), and negotiating. The following steps outline the process used.

Recruiting: NHPS has approached, and been approached, by scores of possible 3<sup>rd</sup> party providers to lead and manage schools. NHPS's landmark NHFT contract includes substantially flexibility in rehiring and in work rules in what are called "turnaround" schools, making it an attractive place for many providers.

In addition, Garth Harries, Assistant Superintendent for Portfolio and Performance management, is a national expert in school turnaround, including substantial experience working with providers in New York City, serving as a Board Member of the National Association of Charter School Authorizers, and presenting at the Aspen Institute's Federal panel on school turnaround. This included discussion with Charter School providers (including the local provider Achievement First), regional and national charter school operators, and successful contract managers.

Screening: Recruitment resulted in 10 interested providers, who were screened through individual processes. Screening started with initial phone screening and paper record review. Five providers were brought to New Haven for initial interviews with the Assistant Superintendent, often joined by other staff. Four providers reached the final stage of screening, which included a combination of group interview with NHPS senior staff (see attached rubric of assessment), and a school site visit where relevant. The Assistant Superintendent also conducted reference checks, both from recommended references and from other contacts in cities where the providers have operated.

Negotiation: Negotiation began in the final stages of screening with the three potential providers. Negotiation prioritized both the performance terms of the contract, the autonomy and flexibility of providers to select staff and operate the school, control of the budget and other school resources, and the financial terms of the deal. Part of the negotiation centered around compliance and adherence to SIG federal, state and local guidelines.

**Align other federal, state and local resources with the interventions.**

The Renaissance School Service will collaborate with the Assistant Superintendents in overseeing the budget to ensure alignment with other federal, state and local resources within the Restart Plan interventions.

All district funding (general and special) that are designated to this school will be placed on a matrix. All funding requests will need to be in alignment to the overall goals and individual components of SIG.

**Modify its teacher or administrator contracts, practices or policies to enable its schools to implement the interventions fully and effectively.**

As previously indicated the NHPS has modified both the teachers and administrators contracts to enable its schools to provide the best instruction through improved teacher and principal effectiveness. With respect to the successful implementation of SIG, Clemente will adopt a version of new work rules for staff in Clemente, allowed under the District's Turnaround School Work Rules.

**\*Appendix 3: Teacher Evaluation Document**

**\*Appendix 4: Principal Evaluation Document**

**\*Appendix 2 Clemente Turnaround School Work Rules**

**Sustain the reforms after the funding period ends**

The Renaissance School Service organization, with support from the Superintendent, the Executive Leadership Team, the leadership team from Clemente will develop plans that will sustain the reforms past the funding period. The contract is for a 4 year period, during which time RSS has substantial obligations to build capacity and systems within Roberto Clemente. At the close of the contract, NHPS and RSS will

evaluate whether a renewed contract, on substantially reduced basis, is in the best interests of ongoing improvement and success at Roberto Clemente.

The Superintendent and the New Haven Board of Education are committed to the reform agenda. Renaissance and Clemente staff will provide information to the Superintendent and will present the progress of their initiatives to the Board of Education by the end of the 2012 school year, and for each additional year of their contract

**■ Establish a timeline delineating the steps the district will take to implement the selected intervention in each Tier I and Tier II school the district commits to serve.**

It is anticipated that we will hire Renaissance School Services in May so they can begin their on-site assessment of staff, performance data, and school culture, as well as review all district documents relative to Clemente. The Superintendent, the Assistant Superintendents will meet with the Renaissance School Service staff assigned to Clemente to begin preliminary planning for Clemente. RSS central staff will begin on-site involvement in the school immediately.

Recruiting and screening for the new Principal, the Achievement Administrator, and the new operations administrator will begin immediately. At least one of these positions will be filled by the end of June, with other hiring to happen over the summer. All faculty recruitment and selection decisions will occur between June 1 and mid-August so that all staff will be in place prior to the start of the new school year.

By July 15, RSS will provide the Superintendent a draft of the revised School Improvement Plan under the Restart Model, which will be inclusive of the School Organization, as well as recommendations for professional development plans, data teams, instructional teams, parent and community involvement, collaboration with Central Office and the CSDE, and other pertinent programs and initiatives deemed significant in bringing about positive change to Clemente. This document will also be reviewed by the Assistant Superintendents for Curriculum for input and potential recommendations for refinement.

By August 15, a final copy of the Restart Plan will be submitted for approval by the Superintendent and the Board of Education.

The Restart Plan will commence prior to the start of the school year with respect to professional development around the Restart Model for the NHPS Executive Team and the Clemente staff.

Quarterly reports and reviews will be conducted by the Superintendent and his executive team. The Assistant Superintendents and the Director for Turnaround Schools will review progress on a bi-monthly basis. Cambridge will provide external feedback mid-year and at the end of the year. The CSDE staff assigned to Clemente will also provide feedback to the Assistant Superintendent for Curriculum and Instruction.

**■ Provide a description of how the district has consulted with relevant stakeholders, including parents, regarding the district's application and implementation of the intervention model in its Tier I and Tier II schools.**

Although there was little time to provide a comprehensive approach to greater engagement of the community in this SIG Restart Initiative, Renaissance will collaborate with the Superintendent, the Assistant Superintendents to establish a "rollout" plan that includes a timeline for informing parents, relevant stakeholders, and community partners. They will also develop a series of workshops, seminars

and/or other platforms for consult and collaboration in the successful implementation of the Restart Model. Clemente will also participate in the CSDE School Governance Council process so as to ensure parent and community representation in supporting and monitoring the Restart intervention model.



Not applicable for Clemente



Not applicable. We had only one school (Roberto Clemente), which qualified for the SIG initiative and we decided to move forward with submission of a Restart Model.

## **C. Restart Model**

- 1. A rigorous review process was used to select a restart operator for a school to be converted or closed and reopened under a charter school operator, a charter management organization (CMO) or an education management organization (EMO).**

Roberto Clemente School will be a Restart model as part of the SIG initiative. In this model, Clemente will re-open in July under the leadership and management of an education management organization (EMO), Renaissance School Services, which has been selected through a rigorous year-long district process that included recruiting, screening and negotiating with possible turnaround providers. The process of selection included the following steps:

**Recruiting:** NHPS has approached, and been approached, by scores of possible 3rd party providers to lead and manage schools. NHPS's landmark NHFT contract includes substantially flexibility in rehiring and in work rules in what are called "turnaround" schools, making it an attractive place for many providers. In addition, Garth Harries, Assistant Superintendent for Portfolio and Performance management, is a national expert in school turnaround, including substantial experience working with providers in New York City, serving as a Board Member of the National Association of Charter School Authorizers, and presenting at the Aspen Institute's Federal panel on school turnaround. This included discussion with Charter School providers (including the local provider Achievement First), regional and national charter school operators, and successful contract managers.

**Screening:** Recruitment resulted in 10 interested providers, who were screened through individual processes. Screening started with initial phone screening and paper record review. Five providers were brought to New Haven for initial interviews with the Assistant Superintendent, often joined by other staff. Four providers reached the final stage of screening, which included a combination of group interview with NHPS senior staff (see attached rubric of assessment), and a school site visit where relevant. The Assistant superintendent also conducted reference checks, both from recommended references and from other contacts in cities where the providers operated.

**Negotiation:** Negotiation began in the final stage of screening, with the three providers. Negotiation prioritized both the performance terms of the contract, the autonomy and flexibility of providers to select staff and operate the school, control of the budget and other school resources, and the financial terms of the deal.

Renaissance emerged from this process as the best selection for the turnaround of Clemente Leadership Academy starting in 2011-12.

Renaissance School Services (RSS) is a small, leading turnaround provider, which has successfully managed some 25 schools since 2000, making it one of the most

experienced turnaround teams in the United States. Renaissance partners, Richard O'Neill and Dominique Taylor, both had previous experience in the Edison Schools models. Their underlying philosophy rests on the premise that they are dedicated to producing students that are literate, numerate, able to think critically, and have the social skills and personal habits of mind that will allow them to become healthy and productive members of our society. The RSS model maintains students, currently enrolled in the school, and builds upon existing curriculum, programs and themes. They provide extensive professional development for school administrators and faculty to build capacity within the school for rapid academic change.

After visiting sites where RSS has managed school turnaround, reviewing the data on prior work, and in speaking to key executives at the organization, we are confident that RSS can and will bring about the necessary change that will enable Roberto Clemente to be a highly successful elementary school.

**2. Restart school must enroll, within the grades it serves, any former student who wishes to attend the school.**

The re-started Clemente Leadership Academy, under RSS management, will enroll all students currently enrolled, other than those naturally matriculating to high school. They will also enroll any new students who are located within the Clemente School district.

**3. District must include in its contract or agreement terms and provision to hold the charter school operator, CMT, or EMO accountable for complying with the final School Improvement Grant requirements.**

The contract with RSS includes, in the performance agreement, in clause 1a (i.e. the first clause), that "RSS shall manage the school in accordance and ensure with all applicable Federal and State laws and regulations, including in regard to...the School Improvement Grant program."

In addition, the contract reads that "RSS shall cause the School to make substantial progress within the District's Performance Management structures."

As such, among other laws and regulations governing SIG, RSS has agreed to the following provisions:

- \* Any former student, who wishes to attend and/or enroll in the grades Clemente serves, will be provided the opportunity to do so.
- \* The CALI initiative for school improvement, including Building Leadership Data Teams (following the guidelines in the *Standards for School Data Teams*) and School Instructional Data Teams (following the guidelines in the *Standards for Instructional Teams*) will be fully implemented. .

- \* The NHPS school climate survey will be administered to staff, students, and parents by and the results will be used to develop an action plan based on the results.
- \* Scientifically Research Based Interventions (SRBI) will be implemented, as will
- \* Response to Intervention guidelines.

The EMO has agreed to the following NHPS Board of Education requirements.

- \* Perform an in-depth review of staff and systems in the school, as well as an analysis of school data, including reports from outside auditors, as they relate to Clemente School.
- \* Based on the analysis of school needs, provide a detailed school improvement plan outlining the Restart program for Clemente, which is to be presented to the Superintendent and the Board of Education by July 15<sup>th</sup>, 2011.
- \* Modifications and/or adjustments to the plan for the first year will be completed by August 15, 2011, and the plan will be refined and adjusted in future years.
- \* Recruit, hire and employ the leadership team at Clemente, including a new principal,
  - \* an operations administrator, and an Achievement Administrator.
- \* Implement the District's Teval model for teacher evaluation and coaching, adapting RSS systems to incorporate the need for goal setting, conferencing, and validation.
- \* Ensure alignment of SIG resources, to best meet the needs of Clemente students, staff and parents.
- \* Collaborate with the Superintendent, the Assistant Superintendent of Schools for Curriculum and Instruction, the Assistant Superintendent for Portfolio Development and other Central Office Staff as identified by the Superintendent.
- \* Provide monthly documents that include detailed information on the status of progress at Clemente, in a form to be mutually agreed by the parties.

**Renaissance School Service Agreement follows this page.**

**Professional Services Agreement**  
**By And Between**  
**New Haven Board of Education**  
**And**  
**Renaissance School Services, LLC**

**A11-0225**

**PART I**

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_2011, by and between Renaissance School Services, LLC (RSS), a Delaware limited liability company, and New Haven Board of Education, (the "District"), a school district organized under the laws of the State of Connecticut (the "State"). The effective date of this Agreement shall be \_\_\_\_\_, 2011 (the "Effective Date"). RSS and the District agree to the terms set forth below and in the appendices, exhibits, and schedules attached hereto and incorporated by reference herein.

WHEREAS, the District is a school district located in New Haven, Connecticut; and

WHEREAS, RSS is a provider of educational management services with a focus on assisting schools in need of turnaround to improve the school's performance and overall educational program; and

WHEREAS, the District desires to engage RSS and RSS desires to provide certain services (as more fully set forth herein) to the District in an effort to help turn around the Roberto Clemente Leadership Academy (the "School");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Article 1: Relationship**

**1.1 Governance**

The District is governed by a Board (the "Board") that is responsible for overseeing the operations and performance of the District at large and by operation, the School. Management of the day-to-day affairs of the District is vested in the Superintendent and his or her staff. For the purposes of this Agreement, the District's main point of contact with RSS shall be the Superintendent and/or his or her designees(s). The District shall provide prompt written notice to RSS of any changes in RSS' point(s) of contact to ensure uninterrupted communication between the parties.

**1.2 Authority to Contract and Perform; Financial Ability; Delegation of Authority.**

The District represents and warrants that, under applicable Law, it is vested with the power to contract with RSS to provide the Services contemplated in this Agreement and possess the financial ability to pay for such Services pursuant to the terms and conditions

set forth below. RSS represents and warrants that it, and its employees, possess the credentials necessary to carry out its obligations hereunder. In order for RSS to fully and effectively perform the services contemplated by this Agreement..

### 1.3 Representations by District and RSS

Both District and RSS represent that each party has relied upon the information provided by the other party during the course of negotiating this Agreement and such information is true and accurate to the best of the party's knowledge providing such information. Each party further represents that throughout the course of the Term of the Agreement (and thereafter as may be required), it shall provide all additional information which comes into its possession that the other party may require to perform its obligations under this Agreement.

### 1.4 Term

The term of this Agreement shall be in two parts. As follows:

- (a) Start Up Period: The start up period shall commence on the Effective Date and end on June 30, 2011.
- (b) Contract Period: The Contract period shall begin on July 1, 2011 and end on June 30, 2012. Thereafter, the Contract period may be renewed annually for one (1) year terms effective July 1 and ending June 30 of each successive year through June 30, 2016. In order for any of the renewal periods to be exercised, each Party shall give the other Party three (3) months notice of its intention to either renew the agreement or allow it to expire. In the absence of such notice, this Agreement shall be deemed not renewed and will naturally expire at the end of the applicable Term.

Notwithstanding the division of the contract into the Start Up Period and the Contract Period, this Agreement shall not be terminated by the District prior to June 30, 2011 for any reason other than for cause, after RSS has been provided with notice and opportunity to cure per Section 5.1 below. The parties agree that termination for cause may be initiated due to lack of School Improvement Grant ("SIG") Funding being awarded to the District and that the District may, without penalty, terminate the agreement upon notice that SIG funding has not been awarded.

## **Article 2: RSS & District Roles and Responsibilities**

### 2.1 RSS Services; Performance Agreement

- (a) RSS shall provide to the School comprehensive whole school management services (the "Services"). RSS shall provide the Services under the oversight of the District, and shall provide monthly reports to the District's designee in a form mutually agreed upon by the parties. Additionally, RSS On-Site Personnel and senior management of RSS shall also be available from time to time to discuss management issues under this Agreement with the District senior staff as well as members of the District's Board and other government officials, as may be required.. All such reports shall be produced, at RSS's option, in pdf form only.

(b) RSS shall also be responsible for meeting certain performance metrics as set forth in the performance agreement (the "Performance Agreement") attached hereto as Appendix 1 and incorporated by reference herein.

(c) RSS shall not provide the services described in Appendix 2.

## 2.2 Personnel

### **(a) On-Site Personnel.**

In order to effectively deliver the Services and meet the requirements of the Performance Agreement set forth in Section 2.1 above, it shall be necessary for RSS to directly employ and supervise certain School-based personnel ("RSS On-Site Personnel"). Therefore, RSS and the District shall effectuate the hiring and/or transfer of the School's senior management to RSS' payroll and management, effective July 1, 2011. Notwithstanding the foregoing, should RSS identify prior to July 1, 2011 an individual who is not employed by the District who RSS desires to hire and place at the School in an RSS On-Site Personnel position, RSS may do so in its sole and absolute discretion and RSS shall begin to receive payment for that individual pursuant to section 2.5(b) below as of that individual's start date On-Site. All RSS On-Site Personnel shall be required to complete RSS' standard employee paperwork, including, but not limited to its standard confidentiality and non-compete agreements. The positions RSS requires and the District has agreed to be transferred are set forth in Appendix 3. The District and RSS shall work together in good faith to insure, to the extent possible under the law, maintenance of all retirement benefits and seniority credits for District staff transferred to RSS payroll. As RSS begins to review the School's structure and identifies its needs for personnel change, RSS may, in its sole reasonable discretion, eliminate certain RSS On-Site Personnel. RSS shall be required to replace such personnel in order to fulfill the agreed upon staffing levels. The obligation of the District to pay for On-Site Personnel is contingent upon the on-site presence of such Personnel and any gaps (as more clearly defined in Section 2.5(b) below, in filled positions will relieve the District of the responsibility to compensate RSS for such position(s) until such time as they are filled. Conversely, RSS may determine that additional positions need to be added and RSS shall propose such additions to the District. Such additions, if any, would be subject to the availability of funding and require a mutually agreed upon amendment to this agreement.

RSS On-Site Personnel shall work a minimum of the same daily and year round schedule as non-faculty employees of the School. It is understood by the parties that RSS may, from time to time, assign certain RSS On-Site Personnel to off-site training programs; however such training shall be scheduled in a manner to limit impact on the day to day responsibilities and when reasonably feasible given the location, scope and attendance at such training, shall be scheduled outside of regular school days and times. All such training shall be noticed to the District in advance by RSS with an explanation of the connection of such training on the work being performed on behalf of the School. The District shall reimburse RSS On-Site Personnel directly (upon submission or receipts and expense reports) for the costs of attending such training in an amount not to exceed \$5,000.00 in the aggregate annually.

Notwithstanding RSS' employment of RSS On-Site Personnel, throughout the Term of this Agreement, the District shall ensure that staffing levels at the School are fair, as compared both to the current staffing level at the school with any subsequent district-wide adjustments, and to the staffing levels of other similarly situated schools (meaning, of similar size, character of student population and student needs) located within the District.

**(b)Restrictions on soliciting RSS HQ Personnel.** During the Term of this Agreement and for two (2) years after its expiration or termination, the District agrees that it shall not hire or attempt to hire any RSS HQ Personnel. Since it would be difficult to measure the damages RSS would suffer in the event that the District hired any RSS Personnel in violation of this section, the parties agree that the District shall pay liquidated damages to RSS in such event in an amount equal to 200% of the employee's total annual compensation. Upon termination of the Agreement RSS shall notify the District of all RSS HQ Personnel who would be covered under this provision and will identify the total annual compensation for each applicable employee. This provision shall not apply to any On-Site Personnel. RSS shall have the right to waive this provision in writing upon the request of the District or a covered employee.

If three months after termination or expiration of this Agreement any RSS On-Site Personnel have not returned to the District's employ, such employees shall be deemed RSS HQ Personnel and subsequently subject to the restrictions in this Section 2.2(b).

(c) Other than the RSS On-Site Personnel set forth in Appendix 3, RSS is neither obligated nor expected to provide any additional RSS On-Site Personnel at the School.

### 2.3 School Budget

It is understood by the parties that the District is responsible for funding all of the staff positions, functions, services, or expenses required to operate the School in the manner consistent with the way all other schools within the District are supported with the exception of the RSS On-Site Personnel mentioned in Appendix 3. RSS does not have any obligation to pay for any of the operating expenses of the School.

### 2.4 Student Records

The District hereby designates RSS and all RSS Personnel (On-Site and HQ) providing Services or support at the School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g of the Family Educational Rights and Privacy Act. RSS, its officers and employees shall comply with the Family Educational Rights and Privacy Act at all times. Accordingly, RSS shall not disclose, share or otherwise disseminate any information, documents, reports, papers, etc. that would violate RSS' obligations under the Family Educational Rights and Privacy Act.

### 2.5 RSS Compensation

For the services provided by RSS under this Agreement, the District shall pay RSS as follows:

- (a) **Start Up Fee:** The District shall pay RSS a fee commencing upon the Effective date of this Agreement as follows:

1. Retainer: The District shall pay to RSS a retainer of \$65,000 (the "Retainer") upon execution of this Agreement. This Retainer shall be paid back to the District by RSS on June 30, 2012.
2. Management Fee: The District shall pay to RSS the monthly Management fee, described in Section 2.5(c) below, pro-rated from the effective date of the Start-Up through June 30, 2011.

(b) **On-Site Personnel Costs.** Effective on the actual start date of the RSS On-Site Personnel at the School (which shall be no later than July 1, 2011, the District shall pay to RSS a monthly fee equal one-twelfth ( $1/12^{\text{th}}$ ) of 125% of RSS's cost for the annual salaries of the RSS On-Site Personnel set forth in Appendix 3 (as may be amended in accordance with this Section and Section 2.2 above). The fee payable under this Section 2.5(b) shall only be payable with respect to the periods that the RSS On-Site Personnel positions set forth in Appendix 3 are filled. If an On-Site position remains unfilled for a period of two (2) months, the fee shall be adjusted for the period of time that position remains unfilled, less two (2) months. If an RSS On-Site Personnel position is eliminated in a restructuring, the fee shall be adjusted as of the effective date of the position's elimination.

(c) **Management Fee.** Effective July 1, 2011, in addition to the On-Site Personnel Costs fees, District shall pay to RSS on an annual basis a management fee equal to \$800.00 per pupil enrolled at the School (the "Management Fee"). The Management Fee shall increase or decrease each year during the Term at a percentage equal to the percentage the District's overall Per Pupil Expense (as hereinafter defined) increases or decreases each year. Per Pupil Expense shall mean the amount spent by the District on all aspects of a student's instruction at a school within the District, without regard to sources of funding from local, state, federal or other parties. The Management Fee shall be invoiced and payable in monthly installments during each year throughout the Term. For the purposes of setting the number of enrolled students to calculate the Management Fee, the District and RSS has agreed from the Effective Date through June 30, 2012, student enrollment shall be presumed to be 538 students. Student enrollment for the initial and all subsequent years shall be true up biannually based on actual enrollment. The Management fee shall be adjusted accordingly either as a credit to the District or as an additional fee to RSS. Thereafter and for the balance of the Term, the student enrollment for the subsequent year shall be equal to the prior year's student enrollment, with the understanding that there shall be a "true-up" at the end of each year during the term (beginning with June 30, 2012), whereby the actual number of enrolled students for the concluding school year shall be calculated as the average student membership for each month during the concluding school year in which a minimum of five (5) days of instruction took place, with the figures derived using the District's student information system.

All monthly fees shall be due no later than the last day of the month for that month's services (e.g., the fee for July 2011 services shall be due no later than July 30, 2011). Late payment of the monthly fee will result in interest charges of twelve percent (12%) per annum, assessed on a monthly basis (e.g., if the July, 2011 fee is not paid until August 1, 2011, a late fee equal to 1% of the July monthly fee will also be due).

(d) **Early Termination Fee.** Upon termination for any reason (other than for cause or lack of SIG funding as described above) of this Agreement prior to its natural expiration (or not renewed through the 2014-15 School year), the District shall pay RSS a fee (the "Early Termination Fee") as follows: a) termination during the 2011-12 school year - \$400,000.00; b) if the Term is renewed and the Agreement is then terminated during the 2012-13 school year - \$300,000.00; c) If the term is renewed for a second time and the Agreement is then terminated during the 2013-14 school year - \$200,000.00; d) if the Term is renewed for a third time and the Agreement is then terminated during the 2014-15 school year - \$100,000.00. The Early Termination Fee shall be payable within 90 (ninty) days of the Early Termination effective date.

## 2.7 Proprietary Information

The District acknowledges that RSS has a proprietary interest in the training materials, policies, processes, programs, and methodologies developed by RSS (collectively, RSS Proprietary Information), and that the above RSS Proprietary Information is core to RSS's business, and as such, is of significant value. RSS owns and shall own all existing, and hereafter created, copyrights, trademarks, and patents, and other intellectual property rights with respect to all training materials, policies, process, programs, and methodologies that are developed by RSS, its employees, agents or subcontractors. RSS shall have the sole and exclusive right to license any of its Proprietary Information to third parties. The District shall take all measures reasonably necessary to protect the Proprietary Information from being disclosed to or used by any third party without RSS's prior written approval, which may be withheld in its sole and absolute discretion. Upon RSS' request, the District shall require all District personnel or agents to agree in writing that they shall not disclose to any third party, publish, copy, transmit to any third party, modify, alter, or utilize the Proprietary Information without RSS's prior written consent. Nothing herein contained shall be construed in a manner that would cause the District to act or fail to act in a manner that would cause the District to be in violation of any State open records law.

RSS acknowledges that the District remains the central repository of all student records and information. In addition, the District maintains a variety of data systems and records that have been created and maintained to support the schools within the District. RSS acknowledges that all requests for information or the dissemination of information will be presented to the District for review and approval. No unauthorized dissemination of records or practices shall be permitted. This provision shall not limit RSS's ability to utilize summary information or other publically available information in its materials.

Subsequent to the termination of this Agreement, the District may continue to make use of RSS Proprietary Information developed or put in place at the School during the term of this Agreement, without any payment or penalty, but shall continue to be subject to the above requirements regarding non-disclosure. For the avoidance of any doubt, however, the District shall not be permitted (without RSS' prior written consent) to utilize Proprietary information developed by RSS for the School at any other school within the District.

## 2.8 RSS Property and Equipment.

From time to time throughout the Term of this Agreement, RSS may bring certain property and equipment (including, but not limited to, servers, computers, printers, fax machines, scanners, copiers, etc) into the School for use by RSS On-Site Personnel, RSS HQ Personnel, and other School employees, as required. Any property and equipment brought onto

School property by RSS shall remain the sole property of RSS, and RSS may remove, replace or exchange any such property or equipment in its sole discretion at any time. RSS shall be ultimately responsible for the maintenance and security of its property and equipment; however, the District shall use its best efforts to ensure that RSS' property and equipment -- as well as the School's -- are adequately secured and protected from opportunity for damage of theft.

### **Article 3: Indemnification**

#### **3.1 Legal Representation and Costs; Cooperation**

Except as expressly provided herein or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs. Except where there is an actual or potential conflict of interest, the District and RSS shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them. Notwithstanding any other provision of this Agreement, neither party shall settle or compromise any third party claim against the other without the express written permission of that party.

#### **3.2 Indemnification by RSS**

RSS shall indemnify, defend, and save and hold the District, the Board, their employees, officers, directors, subcontractors, and agents, harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including reasonable attorneys' fees (collectively, "Losses"), for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of RSS or of its employees, managers, members, officers, directors, subcontractors, or agents, during the term of this Agreement or any renewal thereof, except to the extent such Losses may arise due to the negligence or willful misconduct of the District or its employees or agents. Upon timely written notice from the District, RSS shall defend the District, the Board, their employees, officers, directors, subcontractors, and agents in any such action or proceeding brought thereon.

#### **3.3 Indemnification by District**

To the extent legally permissible, the District shall indemnify, defend, and save and hold RSS, its employees, managers, members, officers, directors, subcontractors, and agents, harmless against any and all Losses, for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of the District or of its employees, officers, directors, subcontractors, or agents, during the term of this Agreement or any renewal thereof, except to the extent such Losses may arise due to the negligence or willful misconduct of RSS or its employees or agents. Upon timely written notice from RSS, the District shall defend RSS, its employees, managers, members, officers, directors, subcontractors, and agents in any such action or proceeding brought thereon.

#### **3.4 No Waiver**

The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to any of the parties under applicable State governmental immunities laws.

### 3.5 Limitation of Liability

With the exception of amounts required to be covered by any insurance specified in Section 4.2 (with respect to which, so long as RSS performs its obligations as set forth in Section 4.2, RSS shall not be liable for beyond the amount of any applicable insurance coverage), RSS shall not under any circumstances be liable, on account of any breach of this contract, for more than the aggregate amount of the fees, if any, it received pursuant to this Agreement during the last twelve (12) months of the Term prior to the date of any Losses.

## **Article 4: Insurance**

### 4.1 District Insurance

### 4.2 RSS Insurance

RSS shall maintain insurance consistent with applicable law, all with Lloyd's of London or carriers rated at least A- or higher by A.M. Best, including

- Commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- Automobile liability insurance of one million dollars (\$1,000,000); and
- Professional Liability insurance with limits of one million dollars (\$1,000,000);
- Workers Compensation insurance for RSS employees.
- Excess liability insurance with limits of five million dollars (\$5,000,000) (applicable to all of the coverages described above except professional liability).

The District will be shown as an additional insured on all of the above insurance policies with the exception of Professional Liability and Workers Compensation.

### 4.3 Coordination of Risk Management

The parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims, and complying with any defense and reimbursement provisions of Commonwealth governmental immunity laws and applicable insurance policies. Neither party shall compromise, settle, negotiate, or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured by or through the other party without the approval of the other party.

## **Article 5: Termination**

### 5.1 Termination by District

The District may terminate this Agreement for cause prior to the end of the Term if RSS materially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within 30 days after receipt of written notice of such breach from the District, unless such breach is incapable of being cured within 30 days, but is capable of being cured within 90 days, in which case this Agreement may be terminated if RSS, within 30 days after receipt of such written notice, fails to initiate and diligently pursue a cure for such breach or if RSS fails to accomplish a cure for such breach within 90 days of such written notice.

Upon receipt of the notice of intent to terminate provided in the preceding paragraph, the cause for termination shall immediately be submitted to the Superintendent and RSS's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with the District's termination notice unless the alleged default is cured within the applicable time period specified in the previous paragraph.

#### 5.2 Termination by RSS

RSS may terminate the Agreement for cause prior to the end of the Term, for any of the reasons set forth in subparagraphs (a) or (b) below:

(a) If the District fails to pay when due any monetary obligation of the District as required by the provisions of this Agreement, and such obligation remains unpaid for a period of 30 days after receiving written notice of the delinquent payment from RSS;

(b) If the District materially breaches any of the material non-monetary provisions of this Agreement and fails to remedy such breach within 30 days after receipt of written notice of such breach from RSS, unless such breach is incapable of being cured within 30 days but is capable of being cured within 90 days, in which case this Agreement may be terminated if the District, within 30 days after receipt of such written notice, fails to initiate and diligently pursue a cure for such breach or if the District fails to accomplish a cure for such breach within 90 days of such written notice.

Upon receipt of the notice of intent to terminate provided in the preceding paragraph, the cause for termination shall immediately be submitted to the Superintendent and RSS's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with RSS's termination notice unless the alleged default is cured within the applicable time period specified in the previous paragraph.

### **Article 6: Miscellaneous**

#### 6.1 Alternative Dispute Resolution

The parties agree to cooperate in good faith in all actions relating to the Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with the Agreement. If, nevertheless, a dispute should arise in connection with the 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. Except as otherwise set forth in Article 5 of this Agreement, in the event any dispute arises between the District and RSS concerning this Agreement, it shall be resolved in accordance with the alternate dispute resolution procedure that is set forth in Appendix 4, attached hereto. If a dispute arises over the amount of funds that the District is to remit to RSS, the District shall remit all funds that are not in dispute to RSS, hold the disputed funds in escrow, and the amount in dispute shall be resolved in accordance with Appendix 4.

6.2 Force Majeure; Legislative or Regulatory Action

Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, terrorism, accident, or any other casualty or cause beyond either party's control, including legislative or regulatory action, and which cannot be overcome by reasonable diligence and without unusual expense.

6.3 Survival

All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

6.4 Independent Contractor Status

The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No employees of RSS shall have any rights as employees of the District.

6.5 Subcontracting

RSS reserves the right to subcontract any and all services specified in this Agreement public or private subcontractors, as permitted by law, subject to the approval of the District, which shall not be unreasonably withheld, conditioned or delayed.

6.6 No Third Party Beneficiary Rights

No third party, whether a constituent of the District or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the District or RSS in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

6.7 Appendices and Exhibits

The parties agree to the terms and conditions of this Agreement and the appendices and exhibits attached hereto and incorporated herein by reference.

6.8 Entire Agreement

This Agreement and the appendices and exhibits hereto shall constitute the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.

6.9 Construction and Enforcement

The Agreement shall not be construed against the party that drafted it and shall be construed and enforced in accordance with the laws of the State of Connecticut.

6.10 Amendments

This Agreement may be altered, amended, changed, or modified only by agreement in writing executed by RSS and the officer of the Board authorized to so execute by action of the Board on behalf of the District.

6.12 Section Headings

The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

6.13 Invalidity of Provisions of this Agreement

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

6.14 Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party. In the event that RSS chooses to reorganize its Corporate Structure in a manner which maintains the current leadership of RSS then the District shall not withhold consent of a resulting Assignment.

6.15 No 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.

6.16 Confidentiality

The District shall treat all of the terms of this Agreement confidentially and shall not disclose the terms hereof to any third party other than as required by Law.

6.17 Notices

All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a teletype or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To RSS at:     Richard O'Neill  
                  President  
                  Renaissance School Services, LLC  
                  7 Farmersville Rd.  
                  Califon, NJ 07830

With a copy to:  
                  Cliff S. Schneider, Esq.  
                  Cohen Schneider LLP

275 Madison Ave., 6<sup>th</sup> Floor  
New York, NY 10016

To District at:

Dr. Reginald Mayo Superintendent of Schools  
New Haven Board of Education  
54 Meadow Street  
New Haven, CT 06519

With a copy to :

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**NEW HAVEN BOARD OF EDUCATION**

By: \_\_\_\_\_

Name:

Title:

**RENAISSANCE SCHOOL  
SERVICES, LLC**

By: \_\_\_\_\_

Richard O'Neill

President

APPENDIX 1  
PERFORMANCE AGREEMENT

Throughout the Term of this Agreement, RSS shall be accountable to the District for meeting the following performance metrics:

1. RSS shall manage the School to relevant Compliance and Action Steps:
  - a. RSS shall manage the School in accordance and ensure compliance with all applicable Federal and State laws and regulations, including in regard to Special Education, English Language Learning, and State Testing requirements and the School Improvement Grant Program;
  - b. RSS shall cause the School to meet all Federal and State reporting deadlines;
  - c. RSS shall manage the School in a financially prudent basis by operating within the constraints of the annual budget approved by the Board;
  - d. RSS shall provide the District with a School Improvement Plan in draft by July 15<sup>th</sup>, 2011, and to be updated in subsequent months and years as appropriate, and otherwise keep the District informed of its plans and actions to improve the performance of the School through the communication mechanisms outlined in the Agreement; and
  - e. RSS shall manage the school in collaboration and discussion with the District, so as to ensure effective district operations and to minimize the potential for negative impact on the District, including in the movement of students, responsiveness to parents, adherence to applicable Collective Bargaining Agreements and District-wide contractual arrangements and protocols and in the handling of press inquiries.
2. RSS shall cause the School to make substantial progress within the District's Performance Management structures. Substantial progress will be measured according to the following:
  - a. Engagement: increase student attendance rates, parent involvement as measured by attendance at report card nights and other school events and rates of satisfaction measured on the NHPS school climate survey. Target rates for increases in this category shall be to move the school above the District average in these metrics within three (3) years.
  - b. Interim Student Academic Performance: 75 percent of students demonstrating more than a year's progress on the DRP, on district pre and post-assessments, and on interim measures suggested in advance by RSS,

as compared to other students in the district or other appropriate norm references for those measures suggested by RSS.

- c. Summative Student Academic Performance: student progress on all three CMT tests, so that the school earns safe harbor under NCLB, the school makes appropriate progress to close the gap to the district average in 5 years, and individual student growth remains above the 55th percentile in the district.

In order for RSS to meet the above performance metrics, it is essential that the District provide RSS with copies of any and all communication, reports, findings, requests, demands, etc received from the State or any regulatory agency and that the District make its employees available to RSS in order to facilitate the timely and thorough completion of any required reports or responses.

Failure of RSS to meet the performance metrics set forth above may subject RSS to the termination provisions set forth in Section 5.1 of this Agreement.

APPENDIX 2  
SERVICES FOR WHICH RSS IS NOT RESPONSIBLE

RSS is not responsible for the following services and functions:

- Training or Recruitment of District-level Staff or school level staff at schools other than the School
- Fundraising or competitive grant applications and school financial management, generally. RSS shall support such applications and assist the District in a collaborative fashion as needed but shall not be required as a contractual matter to take the lead on such efforts.
- School Real Estate (including facility maintenance, improvement management and any financial obligations related to same)
- Human resources functions for School employees (other than those agreed upon by the parties and functions related to RSS Onsite Employees)

APPENDIX 4  
ALTERNATE DISPUTE RESOLUTION PROCEDURE

District and RSS agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.

Any and all disputes which cannot be resolved informally shall be settled by final and binding arbitration in accordance with the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise expressly provided herein or agreed to in writing by the parties, or to the extent inconsistent with the requirements of Delaware law. The arbitration shall take place in the city in which District is located and that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, in accordance with the laws of Connecticut

Each party shall pay one-half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, arbitrators not jointly appointed, shall be paid by the party incurring such costs.

The arbitrator(s) shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue an award having such effect.

These provisions are not intended to preclude a party from terminating this Agreement pursuant to Article 5. These provisions are only intended to provide that any other legal consequences flowing from a contract breach and termination pursuant to Article 5 shall be resolved by arbitration and not by judicial action.

**NEW HAVEN BOARD OF EDUCATION**  
**CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES**  
**PART II - TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If, through any cause not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

2. Termination for Convenience of City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made; Provided, However, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Contractor during this Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

4. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or personnel having a contractual relationship with the

City is approved in writing by the City. The City may approve the Contractor's use of City employees, personnel having a contractual relationship with the City, City office space, telephone service, computers, supplies, etc. at no cost to the Contractor.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Agreement.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1948; Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C. Section 276(c). The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Agreement there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final.

APPENDIX 3  
RSS ON-SITE PERSONNEL

Head of School

Achievement Administrator

Operations Administrator

District acknowledges that RSS reserves the right to in its sole reasonable discretion add or remove positions and/or alter titles and duties as RSS facilitates the restructure of the School.

RSS acknowledges that the above referenced positions shall maintain all appropriate certifications and education requirements applicable in Connecticut for School Administrators, including but not limited to an 092 Certification as applicable.

8. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- 1) To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act and Chapter 12 1/2, the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- 2) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age or national origin and physical handicap. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- 3) To post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- 4) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, or national origin;

B. And where this contract involves construction, or is a "public contract" as defined section 12 ½ -19 (o) then the contractor additionally agrees to:

- 1) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- 2) To utilize labor department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- 3) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subletting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- 4) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- 5) To furnish all information and reports required by the contract compliance director pursuant to section 12 ½ 19 through section 12 ½ -32 of the City's Code of General Ordinances and to permit access to the Contractor's books, records and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- 6) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- 7) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- 8) To include the provisions of sub-paragraphs (1) through (8) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- 9) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated

and described, may subject the offending party to any or all of the following penalties:

- (a) Withholding of all future payments under the involved public contract to the Contractor in violation until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
- (b) Refusal of all future bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
- (c) Cancellation of this Agreement;
- (d) Recovery of specified monetary penalties;
- (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

9. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

10. Compliance with Local Laws. The Contractor shall comply with applicable laws, ordinances, and codes of the State and local governments.

11. Subcontracting. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

12. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; Provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in

Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

13. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

14. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

16. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. Agreement Approved By Board of Aldermen. Upon approval of this Agreement by action of the Board of Aldermen, no substantive amendment to this Agreement is effective absent approval of such substantive amendment by the Board of Aldermen. A "substantive amendment" requiring prior approval by the Board of Aldermen includes but is not limited to:

- increases in the rate or total amount of compensation payable to the contractor; or
- increases in the total contract amount; or
- increases in the type and/or total cost of contractor's expenses that shall be reimbursed by the City; or
- increases in the duration of the contract; or
- extensions to the contract, including but not limited to extensions that were explicitly provided for in the original agreement; or
- changes in the scope of services; or
- assignment of the contract; or
- subcontracting of the contractor's obligations; or
- changes in the location(s) at which the contractor shall provide services.

**ED114 SCHOOL-LEVEL BUDGET WORKSHEET  
SCHOOL IMPROVEMENT GRANTS (SIG)**

CODE	OBJECT	FUND 12060 SPID 22223 FY 2012 (School Year 2011-12) Program 82071 Chartfield 1: 170002	FUND 12060 SPID 22223 FY 2013 (School Year 2012-13) Program 82071 Chartfield 1: 170002	FUND 12060 SPID 22223 FY 2014 (School Year 2013-14) Program 82071 Chartfield 1: 170002
		Pre- Implementation	Year 1 -- Full Implementation	
100	Personal Services/ Salaries	\$32,000	\$268,960	\$265,799
200	Personal Services/ Employee Benefits		\$79,040	\$82,201
300	Purchased Professional & Technical Services		\$457,000	\$457,000
400	Purchased Property Services			
500	Other Purchased Services		\$7500	\$7500
600	Supplies			
700	Property			
890	Other Objects			
	<b>TOTALS</b>	<b>\$32,000</b>	<b>\$812,500</b>	<b>\$812,500</b>

**SCHOOL GRANT BUDGET NARRATIVE**

DISTRICT: NEW HAVEN SCHOOL: CLEMENTE LEADERSHIP ACADEMY TIER: 1

FY 2011 - 2012

CODE	OBJECT	Amount
100	<b>PERSONAL SERVICES – SALARIES.</b> Amounts paid to both permanent and temporary grantee employees including personnel substituting for those in permanent positions. This includes gross salary for personal services rendered while on the payroll of the grantees.	\$222,000
	Operations Administrator  Achievement Administrator  Summer Training – Teachers (Pre-Implementation-\$32,000)	
200	<b>PERSONAL SERVICES – EMPLOYEE BENEFITS.</b> Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are parts of the cost of personal services.	\$76,000
	Health Benefits	
300	<b>PURCHASED PROFESSIONAL AND TECHNICAL SERVICES.</b> Services, which by their nature can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.	\$507,000
	540 Students @ \$800.00 = \$432,000  Start Up Costs = \$50,000  Cambridge Evaluator = \$20,000  Travel and PD = \$5,000	
400	<b>PURCHASED PROPERTY SERVICES.</b> Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. Persons other than grantee employees perform these services. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.	\$

CODE	OBJECT	Amount
500	<b>OTHER PURCHASED SERVICES.</b> Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.	\$7,500
	Assessments = \$7,500	
600	<b>SUPPLIES.</b> Amounts paid for items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances.	\$
700	<b>PROPERTY.</b> Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.	\$
890	<b>OTHER OBJECTS.</b> (Miscellaneous Expenditures) Expenditures for goods or services not properly classified in one of the above objects. Included in the category could be expenditures for dues and fees, judgments against a grantee that are not covered by liability insurance, and interest payments on bonds and notes.	\$
	<b>TOTAL</b>	\$812,500

**SCHOOL GRANT BUDGET NARRATIVE**

DISTRICT: NEW HAVEN SCHOOL: CLEMENTE LEADERSHIP ACADEMY TIER: 1

FY 2012 - 2013

CODE	OBJECT	Amount
100	<b>PERSONAL SERVICES – SALARIES.</b> Amounts paid to both permanent and temporary grantee employees including personnel substituting for those in permanent positions. This includes gross salary for personal services rendered while on the payroll of the grantees.	\$268,960
	Operations Administrator Achievement Administrator Teacher Stipends	
200	<b>PERSONAL SERVICES – EMPLOYEE BENEFITS.</b> Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are parts of the cost of personal services.	\$79,040
	Health Benefits	
300	<b>PURCHASED PROFESSIONAL AND TECHNICAL SERVICES.</b> Services, which by their nature can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.	\$457,000
	540 Students @ \$800.00 = \$432,000 Cambridge Evaluator = \$20,000 Travel and PD = \$5,000	
400	<b>PURCHASED PROPERTY SERVICES.</b> Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. Persons other than grantee employees perform these services. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.	\$

CODE	OBJECT	Amount
500	<b>OTHER PURCHASED SERVICES.</b> Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.	\$7,500
	Assessments	
600	<b>SUPPLIES.</b> Amounts paid for items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances.	\$
700	<b>PROPERTY.</b> Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.	\$
890	<b>OTHER OBJECTS.</b> (Miscellaneous Expenditures) Expenditures for goods or services not properly classified in one of the above objects. Included in the category could be expenditures for dues and fees, judgments against a grantee that are not covered by liability insurance, and interest payments on bonds and notes.	\$
	<b>TOTAL</b>	\$812,500

**SCHOOL GRANT BUDGET NARRATIVE**

DISTRICT: NEW HAVEN SCHOOL: CLEMENTE LEADERSHIP ACADEMY TIER: 1

FY 2013 - 2014

CODE	OBJECT	Amount
100	<b>PERSONAL SERVICES – SALARIES.</b> Amounts paid to both permanent and temporary grantee employees including personnel substituting for those in permanent positions. This includes gross salary for personal services rendered while on the payroll of the grantees.	\$265,799
	Operations Administrator  Achievement Administrator  Teacher Stipends	
200	<b>PERSONAL SERVICES – EMPLOYEE BENEFITS.</b> Amounts paid by the grantee on behalf of employees; these amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are parts of the cost of personal services.	\$82,201
	Health Benefits	
300	<b>PURCHASED PROFESSIONAL AND TECHNICAL SERVICES.</b> Services, which by their nature can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers, auditors, dentists, medical doctors, lawyers, consultants, teachers, accountants, etc.	\$457,000
	540 Students @ \$800.00 = \$432,000  Cambridge Evaluator = \$20,000  Travel and PD = \$5,000	
400	<b>PURCHASED PROPERTY SERVICES.</b> Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. Persons other than grantee employees perform these services. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.	\$

CODE	OBJECT	Amount
500	<b>OTHER PURCHASED SERVICES.</b> Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.	\$7,500
	Assessments = \$7,500	
600	<b>SUPPLIES.</b> Amounts paid for items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances.	\$
700	<b>PROPERTY.</b> Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.	\$
890	<b>OTHER OBJECTS.</b> (Miscellaneous Expenditures) Expenditures for goods or services not properly classified in one of the above objects. Included in the category could be expenditures for dues and fees, judgments against a grantee that are not covered by liability insurance, and interest payments on bonds and notes.	\$
	<b>TOTAL</b>	\$812,500

## H. WAIVERS

Please check each waiver that your district will implement. If the district does not intend to implement the waiver with respect to each applicable school, please indicate for which schools it will implement the waiver.

"Starting over" in the school improvement timeline for Tier I schools implementing a turnaround or restart model (please check only one)

\_\_\_\_\_ All Tier I schools

The following Tier I schools: Clemente Leadership Academy

Implementing a schoolwide program in a Tier I school that does not meet the 40 percent poverty eligibility threshold (please check only one).

\_\_\_\_\_ All Tier I schools

\_\_\_\_\_ The following Tier I schools: \_\_\_\_\_

<b>District: New Haven Public Schools</b>	
<b>School: Clemente Leadership Academy</b>	
<b>Restart Model</b>	
<b>Requirements Addressed in Application:</b>	<b>Please Check</b>
1. A rigorous review process must be used to select a restart operator for a school to be converted or closed and reopened under a charter school operator, a charter management organization (CMO), or an education management organization (EMO).	<b>X</b>
2. Restart school must enroll, within the grades it serves, any former student who wishes to attend the school.	<b>X</b>
3. District must include in its contract or agreement terms and provisions to hold the charter school operator, CMO, or EMO accountable for complying with the final School Improvement Grant requirements.	<b>X</b>

## APPENDIX C

### Statement of Assurances

PROJECT TITLE: SCHOOL IMPROVEMENT GRANT

THE APPLICANT: NEW HAVEN PUBLIC SCHOOLS HEREBY ASSURES THAT:

The district must assure that as federally required—

- A. It uses its School Improvement Grant to implement fully and effectively an intervention in each Tier I, Tier II and Tier III schools that the district commits to serve consistent with the final requirements;
- B. Establishes annual goals for student achievement on the CMT and/or CAPT in both reading/language arts and mathematics and measure progress on the leading indicators in section III of the final requirements in order to monitor each Tier I, Tier II and establish goals to hold accountable its Tier III schools that are reserved with school improvement funds;
- C. If it implements a restart model in a Tier I or Tier II school, include in its contract or agreement terms and provisions to hold the charter operator, charter management organization, or education management organization accountable for complying with the final requirements;
- D. It reports to the CSDE the school-level data required under section III of the final requirements.

The district must assure that as state required—

- A. It has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut State Board of Education (CSBE) and the CSDE;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit reports, as specified, to the CSDE, including information relating to the project records and access thereto as the CSDE may find necessary;

- H. The CSDE reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. The applicant will protect and save harmless the CSBE from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant; and
- J. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the CSDE any monies not expended in accordance with the approved program/operation budget as determined by the audit.

#### Required Contract Language

1) References in this section to "contract" shall mean this grant agreement and references to "contractor" shall mean the Grantee.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

2) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this section and sections 46a-

68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

3) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

4) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

5) The contractor shall include the provisions of section (2) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6) The contractor agrees to comply with the regulations referred to in this section as the term of this contract and any amendments thereto as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

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

8) The contractor shall include the provisions of section (7) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for

as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Signature:



Name (typed):

Reginald Mayo, Ph.D.

Title (typed):

Superintendent of Schools

Date:

4/25/11