

IX.B.

**CONNECTICUT STATE BOARD OF EDUCATION
Hartford**

TO BE PROPOSED:

May 1, 2019

RESOLVED, That the State Board of Education, pursuant to Section 10-66tt of the Connecticut General Statutes, approves the contract for whole school management services between Stamford Academy, Inc. and Domus Kids, Inc. and directs the Commissioner to take the necessary action.

Approved by a vote of _____, this first day of May, Two Thousand Nineteen.

Signed: _____
Dr. Dianna R. Wentzell, Secretary
State Board of Education

CONNECTICUT STATE BOARD OF EDUCATION
Hartford

TO: State Board of Education

FROM: Dr. Dianna R. Wentzell, Commissioner of Education

DATE: May 1, 2019

SUBJECT: Approval of Charter Management Organization Contract, Stamford Academy, Inc. and Domus Kids, Inc.

Executive Summary

Introduction and Parties

Stamford Academy, Inc. (Stamford Academy) seeks State Board of Education (SBE) approval of its proposed contract for whole school management services with Domus Kids, Inc. (Domus). Stamford Academy is a state charter school located in Stamford serving students in grades 9-12. Domus is a not-for-profit human service organization that opened in 1972. Domus has established itself as a charter management organization (CMO) and currently serves Stamford Academy and another charter school in Stamford.

Pursuant to Connecticut General Statutes (C.G.S.) Section 10-66tt(c), the governing council of a state or local charter school is required to submit any contract for whole school management services between the governing council and a CMO to the SBE for approval.

On March 6, 2019, the SBE renewed Stamford Academy's charter for two years, from July 1, 2019 to June 30, 2021, subject to certain conditions. Having obtained renewal of its charter, Stamford Academy now seeks approval of its contract for whole school management services with Domus to be effective for the same period as its charter, *i.e.*, July 1, 2019 to June 30, 2021.

The SBE previously approved a contract for whole school management services between Stamford Academy and Domus on June 6, 2018. The contract now before the SBE for approval is substantially the same as the existing contract.

The Statutory Framework and the Review Process

The proposed contract for whole school management services between Stamford Academy and Domus (the "Contract") is attached to this report. The statutory provisions that set forth the requirements for a contract for whole school management services are C.G.S. Sections 10-66tt and 10-66uu. The Contract was reviewed by appropriate CSDE staff, including legal counsel, the office of internal audit, and the charter school office, to ensure compliance with the requirements of C.G.S. Sections 10-66tt and 10-66uu which are discussed below.

C.G.S. Section 10-66tt, in addition to requiring SBE approval of contracts for whole school management services, sets certain standards for such contracts. For example, Section 10-66tt provides that the governing council of a state or local charter school shall not enter into a contract that: is contrary to state or federal law; entails a financial or other conflict of interest; amends, alters, or modifies any provision of the charter; has the effect of reducing the governing council's responsibility for the operation of the charter school; or hinders the governing council in exercising effective supervision of the charter school. Section 10-66tt also requires that a contract for whole school management services include, but need not be limited to, the following:

1. the roles and responsibilities of the governing council of the charter school and the charter management organization, including all services to be provided under the contract;
2. the performance measures, mechanisms and consequences by which the governing council will hold the charter management organization accountable for performance;
3. the compensation to be paid to the charter management organization, including all fees, bonuses and what such compensation includes or requires;
4. financial reporting requirements and provisions for the governing council's financial oversight;
5. a choice of law provision that states that Connecticut state law shall be the controlling law for the contract;
6. a statement that the governing council of the charter school and the charter management organization shall ensure compliance with the provisions of Section 10-66uu; and
7. any other information required by the Commissioner of Education to ensure compliance with the provisions of this chapter.

C.G.S. Section 10-66uu, in turn, establishes important transparency requirements. First, it requires that each contract for whole school management services shall provide that the governing council of the charter school is entitled to receive a copy of all records and files related to the administration of the charter school, including the compensation paid to the CMO and any expenditures of compensation by the CMO. Second, it establishes that such records and files are subject to Connecticut's Freedom of Information Act and may be disclosed by the governing council.

CSDE reviewed the Domus Contract to ensure that it complies with C.G.S. Sections 10-66tt and 10-66uu. CSDE's assessment is that the Domus Contract complies with the requirements of Sections 10-66tt and 10-66uu. In addition to the review discussed above, CSDE solicited the views of the relevant local school district for SBE's consideration in connection with determining whether to recommend to the SBE approval of the proposed contract, in accordance with Section 10-66tt(c). The CSDE received no letter in response to the solicitation.

The term of the Domus Contract will be the same as the term of the Stamford Academy charter.

Recommendation

CSDE recommends that the SBE approve the contract for whole school management services between Stamford Academy and Domus.

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

Louis Todisco, Attorney
Division of Legal and Governmental Affairs

Approved by: Jessa Mirtle, Director
Division of Legal and Governmental Affairs

SA-Domus Kids Charter Management Agreement for Services

This amended and restated Agreement for Services (this "Agreement") is effective as of the 1st day of July, 2019, by and between Stamford Academy, Inc. ("SA"), a Connecticut non-stock corporation with an address of 229 North Street, Stamford, CT 06902, and Domus Kids, Inc. ("Domus"), a Connecticut non-stock corporation with an address of 83 Lockwood Avenue, Stamford, CT 06902.

Recitals

WHEREAS, the Connecticut State Board of Education has granted to SA a charter for the operation of a public school for high school students;

WHEREAS, Domus provides "whole school management services" as defined in Connecticut General Statutes Section 10-66aa(5) for SA, including but not limited to curriculum preparation services in support of the operation of SA;

"WHEREAS, Domus provides services to another Connecticut charter school in addition to SA and is a charter management organization as defined in Connecticut General Statutes Section 10-66aa(4);

WHEREAS, Domus is a recognized 501c(3) organization that operates numerous programs in the State of Connecticut and certain of its employees serve functions in support of two or more of these programs, including the support and operation of SA;

WHEREAS, SA and Domus entered into that certain Agreement for services on July 1, 2018 (the "Existing Agreement") to set forth the functions and services to be performed by Domus and provide for payment to Domus for providing such services and functions to SA;

WHEREAS, Domus has committed to make a charitable grant of at least \$400,000 to SA for its 2019-2020 fiscal year; and

WHEREAS, SA and Domus wish to replace and supersede the Existing Agreement with this Agreement in order to continue to retain Domus to provide administrative and curriculum preparation services to Stamford Academy, and Domus is willing to provide such services on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I Scope of Services.

SA hereby engages and designates Domus, and Domus hereby accepts such engagement and designation, to provide the services outlined below on the terms and conditions set forth

herein. Any services not specifically identified below will be performed by SA. In the event SA requests services and/or deliverables in addition to, or in exception of, those described below, or should SA require Domus to accelerate performance of services and/or deliverables, adjusted compensation shall be negotiated prior to the rendering of such services and or deliverables.

A. General Requirements.

- i. Charter Shall Govern. To the extent there is a conflict between the terms of the Charter granted by the State Board of Education (the “Charter”) and this Agreement, the terms of the Charter shall govern.
- ii. Evaluation Program. The SA Board of Directors shall continue to implement and improve its charter management evaluation program to be conducted by SA under the oversight of the SA Board of Directors. The evaluation shall continue to evaluate the performance of Domus and its fulfillment of its obligations outlined in this Agreement. SA will conduct such evaluation on an semi-annual basis no later than January 15 and June 30 of each year or as otherwise directed by the SA Board of Directors, and in the course of such evaluation will analyze a wide variety of data, review Domus work samples, meet with a sampling of staff, and engage in other activities designed to obtain a detailed picture of Domus’ performance. The results of such evaluation shall be presented to the SA Board of Directors by the Director of SA and shall be used by the SA Board of Directors in determining whether to renew this Agreement. A term sheet setting forth the goals and performance evaluation measures related to evaluating Domus is attached as Exhibit A hereto. If Domus has consistently not met the established goals and measures and is unable to correct such deficiencies in a reasonable period of time following the evaluation, SA may exercise its right to terminate for cause in accordance with Section IV (a) of this Agreement.
- iii. Background Checks. SA and Domus agree that prior to (i) hiring any employee of SA, (ii) hiring any contractor doing business with SA who performs a service involving direct student contact, or (iii) appointing or electing any member of the Board of Directors of SA or of Domus, such prospective employee, contractor or director, as applicable, shall be required to submit to a records check of the Department of Children and Families child abuse and neglect registry, established pursuant to Section 17a-101k of the Connecticut General Statutes and to state and national criminal history records checks conducted in accordance with Section 29-17a of the Connecticut General Statutes before any such prospective employee may be hired, prospective contractor may begin to perform services or prospective director may be appointed or elected, as applicable.

- iv. Authority to Retain Certain Service Providers. The SA Board of Directors shall directly retain, select and compensate any attorney, accountant or audit firm representing SA or the SA Board of Directors. For the avoidance of doubt, however, SA may request that Domus directly retain a law firm to keep SA and any other school for which Domus operates as its CMO up-to-date on general changes to Connecticut law or CSDE regulations, policies and practices to ensure that SA continues to comply with all such general legal and regulatory requirements, if such direct retention by Domus is more cost effective for SA and in any such engagement letter the law firm specifically acknowledges that its work is for the benefit of SA. In such event, SA shall reimburse Domus for its allocable share of the fee that Domus pays to the law firm.

B. Domus shall provide the following specific administrative functions and operating services as requested by SA (collectively, the “Administrative and Operating Services”) as contributions in kind, without any payment by SA:

- i. Financial Management. Manage cash and reconcile bank statements monthly, collect and allocate revenue, process vendor payments weekly, process payroll semi-monthly, manage general ledger and process accounting transactions, prepare audit and tax form schedules annually, manage external audit and annual tax filings, prepare financial reports, prepare annual operating, project, and grant budgets, and procure goods and services. The Financial Management Services performed by Domus shall be overseen by the SA Board of Directors (including, without limitation, approval of material expenditures). Signatory authority shall remain with the SA Board of Directors.
- ii. Fundraising. Research, prepare and submit grant proposals and reports on behalf of SA, and manage and execute specific SA fundraising activities, including the solicitation and tracking of individual gifts to SA and the management of special fundraising events for SA, on behalf of and specific to SA. The SA Board of Directors retains oversight over all such fundraising events and activities.
- iii. Human Resources. Post and promote job opportunities, screen candidates including the processing of background and reference checks, administer employee benefit programs, maintain employee and payroll files, maintain the employee policies and procedures manual, ensure compliance with federal, state, and local labor laws, provide counsel as to evaluation and discipline of personnel, and process employee terminations. All hiring, termination and other disciplinary decisions shall be made by SA with counsel by Domus.

- iv. Insurance and Risk Management. Procure and place insurance policies with such coverages as required by SA, submit and track claims, and administer risk management programs such as workplace safety.
- v. Training. Provide training services to SA personnel in areas ranging from leadership development to data management to trauma- informed models of student care and behavior management.
- vi. Technology. Develop a strategic plan for technology infrastructure which must be approved by the SA Board of Directors. Procure staff and student equipment and implement strategic plans for technology infrastructure (subject to oversight by the SA Board of Directors, including approval of any purchase in excess of \$5,000), manage the telephone and voicemail systems, administer the mobile telephone program, and manage the vendor providing helpdesk and troubleshooting support for all technology issues.
- vii. Custodial and Maintenance. Provide overall management and oversight of the cleaning and maintenance staff employed by the school, including management of all electrical, plumbing, heating and cooling systems, negotiation and monitoring of all agreements with maintenance service providers, ensuring full safety of physical plant and compliance with federal, state, and local laws regarding school facilities.
- viii. Student Transportation. Transport students to and from school building as requested by SA including transporting students to and from field trips and other out-of-school activities, maintain school vehicles including a school bus and passenger vans, and procure additional student transportation as necessary.
- ix. Marketing. Create SA marketing materials, engage traditional media coverage of SA, promote SA and SA activities on social media, and manage SA's website development.
- x. Data Evaluation. Collect, evaluate, and report to the SA Board of Directors on SA performance in the areas of student attendance, student and parent satisfaction, student academic performance and student success after graduation. Domus will at all times comply with the Family Educational Rights and Privacy Act in regards to the handling of confidential student information.
- xi. Volunteer Engagement. Recruit, screen, train, and place volunteers in a variety of functions including tutors, mentors, speakers, administrative support, and maintenance. SA will maintain decision making authority on

the placement of volunteers in the school building and at other SA functions.

- xii. Curriculum Development. Assist in the development and implementation of curriculum materials, liaise with outside consultants with respect to evaluating and improving curriculum materials, conduct periodic reviews and analyses of curriculum materials and report to the SA Director and the SA Board of Directors with respect thereto.
- xiii. Family Advocacy Services. Provide oversight of all clinical services, work with students and their families to remove any social, emotional, behavioral, or attendance barriers preventing students from being successful in school, connect students and families to community resources, and counsel students.

C. Each of the Administrative and Operating Services will be contributed in kind by Domus to SA at no cost to SA, but the SA Director and the SA Board of Directors will have final decision-making authority for all such services and functions so provided by Domus. SA may modify its request for Administrative and Operating Services at any time upon reasonable prior notice. Each year, Domus and SA shall agree on the fair market value and actual cost to Domus of the Administrative and Operating Services provided at no cost to SA and shall report annually such amounts for each such function or service described in paragraphs i. to xiii. above to the CSDE and the SBE.

D. Domus shall also provide the following general charter management and oversight services (collectively, the “CMO Services”) as requested by SA. The compensation structure for each of these services will be consistent with Section III. In all cases, compensation for such CMO Services shall be at the actual costs to Domus, with no mark-up or other profit. In addition, before making payments for the CMO Services, the SA Board of Directors shall confirm that all salaries paid by Domus to any Domus employees providing such CMO Services are customary, reasonable, at or below fair market value and in compliance with all Internal Revenue Service and State of Connecticut requirements applicable to tax-exempt Section 501(c)(3) organizations. The CMO Services shall include the following:

- i. Provide leadership in the areas of teaching and learning, curriculum, data analysis and professional development;
- ii. Help plan monthly school wide professional development days;
- iii. Assist in communicating the school mission and vision to all stakeholders;
- iv. Provide supervision and support of the SA Director, meeting at least weekly;

- v. Set weekly agenda for instructional leadership and SA/Domus leadership team meetings;
- vi. Support creation and implementation of all appropriate and necessary school policies;
- vii. Provide support for the charter school renewal process and all CSDE and SBE evaluation processes;
- viii. Assist with external relationships (funders, potential funders, tours, exploring opportunities for SA);
- ix. Support completion of key reports (charter renewal application, annual report, external reporting to funders);
- x. Leadership support in the areas of curriculum, HR and finance;
- xi. Oversee student mental health services (including partnerships with school-based behavioral health);
- xii. Supervise school psychologist, school social worker, social work interns;
- xiii. Oversee and help enable the SA Family Advocate model (social/emotional/concrete need support for students);
- xiv. Support social and emotional learning (SEL) curriculum/delivery;
- xv. Provide training in trauma responsive care for SA staff;
- xvi. Review all school incident reports and manage follow up;
- xvii. Support strategic school leadership including evaluating attendance/behavior data and supporting strategies;
- xviii. Provide emergency mental health evaluations to students as needed;
- xix. Provide support for all medical procedures and support, including staff trainings;
- xx. Oversee CHC medical, dental, mental health program and help with students that have physicals, immunizations and need to be cleared to play inter-scholastic sports;
- xxi. Provide high-level and general fundraising efforts; and

- xxii. Advocate at the local, state and federal level specifically on behalf of Stamford Academy.

II Term.

The term of this Agreement (“Term”) shall coincide with the term of the Charter approved by the Connecticut State Board of Education (“SBE”) on March 6, 2019. Either party may terminate the agreement upon providing sixty (60) days written notice.

III Service Fee.

SA shall pay Domus the cost to Domus of the CMO Services described in Paragraph D performed for SA by employees of Domus during the Term hereof (such cost, in the aggregate, the “CMO Service Fee”). For FY 2019-2020, the CMO Service Fee will be no greater than \$120,000. Domus shall submit a quarterly bill to SA for ¼ of the annual CMO Service Fee. The CMO Service Fee shall be calculated annually for the upcoming fiscal year of SA and approved by the SA Board of Directors. Each fiscal year of SA presently begins on July 1 and ends on June 30 of the following calendar year. The calculation of the CMO Service Fee for each fiscal year will be set forth in a CMO Service Fee calculation schedule. The CMO Service Fee calculation schedule shall list the titles of all Domus employees providing CMO Services to SA and the estimated percentage of such employee’s pay which is allocated to SA activities with respect to the performance of CMO Services.

The parties hereto acknowledge and agree that the amounts to be paid by SA hereunder are to reimburse Domus for the expenses incurred by it and no portion of any such payments is intended to be a profit or premium. The parties agree from time to time to review the percentage of time spent to ensure accuracy.

IV Termination.

Either party may terminate this Agreement in accordance with the following provisions:

- (a) Termination for Cause. Either party may terminate this Agreement for cause at any time during the Term. For purposes of this Section, the term “for cause” shall mean:
 - (i) the failure of either party to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by it where such failure shall continue for a period of thirty (30) days after notice thereof. In the event of any such default or breach, the non-breaching party may at any time thereafter, without further notice or demand, terminate this Agreement on thirty (30) days’ notice, in addition to and not in lieu of any other rights at law or in equity, which termination shall not release the breaching party from liability for its failure to perform any of the duties or obligations set forth in this Agreement and which were

required to be performed prior to termination. Any and all rights and remedies which either party may have under this Agreement, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. In no event shall either party be liable to the other for incidental or consequential damages caused by or related to any termination of this Agreement.

- (ii) the enactment or repeal of any Federal, State or Local law, the promulgation or withdrawal of any regulation, or the issuance of any court or administrative decision or order (any such enactment, repeal, promulgation, withdrawal, or issuance being an “Action”), where the substance or consequence of such Action is that this Agreement, the operation of SA in conformity with this Agreement, or the Charter materially violates SA’s, Domus’ or the State’s responsibilities, duties or obligations under the federal or State constitutions, statutes, laws, rules or regulations;
- (iii) a regulatory authority has revoked any licenses which may be required for SA or Domus to carry on its business and perform its obligations and functions under this Agreement;
- (iv) either party violates any material provision of law or engages in other misconduct that could materially affect the reputation of the other party;
- (v) the State revokes its Charter with SA; or
- (vi) damage or destruction of property that would render SA inoperable.

V Insurance and Indemnity.

A. Domus agrees to carry fidelity insurance coverage to insure against dishonest or fraudulent acts by Domus’ employees and persons under its supervision in the sum of Seven Hundred and Fifty Thousand (\$750,000) Dollars. Domus will pay such insurance cost. SA shall be named as an additional insured on such insurance policy.

B. Domus agrees to indemnify, defend and hold SA and its directors, officers, partners, successors, assigns and agents harmless from all liabilities, damages, claims, actions, proceedings, costs and expenses (including, but not limited to, reasonable attorneys’ reimbursement expenses and disbursements) incurred by SA to the extent they arise from any breach or violation by Domus of any of its representations, warranties, covenants or other obligations under this Agreement, provided, that, such indemnity shall not apply to the extent such liability arises from the gross negligence or willful misconduct of SA.

VI Roles and Responsibilities.

A. Roles and Responsibilities of Domus:

- (i) Provide functions and services listed in Section I, both the Administrative and Operating Services and the CMO Services. In performing all these services and functions, Domus will report to the Director of SA and the SA Board of Directors;
- (ii) Cooperate with the annual evaluation of the services it provided to SA including providing information related to volume, dollar value, and scope of services provided; and
- (iii) Provide financial support in the form of cash grants to Stamford Academy, over and above the value of the contributions of services in kind specified in Section 1.B above, as requested by the Board of Directors of Stamford Academy, and as determined in its sole discretion by the Domus Board of Directors as being necessary and appropriate to support Stamford Academy and the mission specified in the Charter issued by the State of Connecticut to Stamford Academy. SA shall report at least annually to the CSDE and the SBE all such financial support provided by Domus to SA.

B. Roles and Responsibilities of SA:

- (i) The SA Board of Directors, Director of School Support, and School Director will review reports and other information submitted by Domus and will work closely with Domus employees to facilitate the delivery of functions and services;
- (ii) Provide access to the school building, its records, and its employees as necessary to support delivery of services; and
- (iii) Pay Domus for its CMO services as outlined in Section III.

VII Miscellaneous.

A. Representations and Warranties of Domus. Domus represents and warrants to SA, upon which representations and warranties SA has relied in executing this Agreement:

- (i) Domus is a duly authorized and existing non-stock corporation, organized under the laws of the State of Connecticut to perform all services contemplated by this Agreement;

- (ii) The execution, delivery and performance of this Agreement have been duly authorized by Domus;
- (iii) The execution, delivery and performance of this Agreement will not violate any agreement, judgment or other instrument by which Domus is bound;
- (iv) The official of Domus executing this Agreement has been duly authorized to do so; and
- (v) Domus will maintain its legal existence, good standing and qualification to do business in the State of Connecticut and perform the services contemplated by this Agreement throughout the Term.

B. Representations and Warranties of SA. SA represents and warrants to Domus, upon which representations Domus has relied in executing this Agreement:

- (i) SA is a duly authorized and existing non-stock corporation, organized under the laws of the State of Connecticut;
- (ii) The execution, delivery and performance of this Agreement have been duly authorized by SA;
- (iii) The execution, delivery and performance of this Agreement will not violate any agreement, judgment or other instrument by which SA is bound;
- (iv) The official of SA executing this Agreement has been duly authorized to do so; and
- (v) SA will maintain its legal existence, good standing and qualification to do business in the State of Connecticut throughout the Term.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of laws. This Agreement shall have the effect of an instrument executed under seal.

D. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

E. Successors and Assigns. Subject to the provisions of Section VII.L., this Agreement shall be binding upon, enforceable against, and inure to the benefit of, the parties and their successors and assigns.

F. Notices. Whenever under this Agreement notices, approvals, authorizations, or like actions are required or permitted, such notices, approvals, authorizations or other actions shall be effective and valid only when given in writing signed by a duly authorized official, and shall be deemed given when hand-delivered, delivered by recognized overnight courier service, or delivered by United States mail sent registered or certified, postage prepaid, to the principal office of the party to whom it is directed, which is as follows:

If to SA:

Stamford Academy, Inc.
229 North Street
Stamford, CT 06902
Attention: Rick D’Avino, Chairman, Board of
Directors

With a copy to: Stamford Academy, Inc.
229 North Street
Stamford, CT 06902
Attention: Andrea Weller, Director

If to Domus:

Domus Kids, Inc.
83 Lockwood Avenue,
Stamford, CT 06902
Attention: Michael Duggan, Executive Director

The parties shall promptly notify each other in writing of any changes of their respective addresses set forth above.

G. Amendment. This Agreement, or any part thereof, may be amended from time to time hereafter only by a writing executed by duly authorized representatives of SA and Domus, provided that any amendment shall take effect only upon approval of the Connecticut State Board of Education (“SBE”).

H. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. The parties have agreed to execute multiple original copies of this Agreement.

I. Prior Agreements. This Agreement sets forth the entire understanding of the parties with respect to matters set forth herein, and is intended to supersede any prior understandings, written or oral, between the parties with respect to the matters set forth herein.

J. Enforcement of Agreement. The parties hereto expressly acknowledge and agree that there shall be no third party beneficiaries of this Agreement. It is the intention of the parties that the provisions of this Agreement may be enforced only by the parties hereto, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the parties.

K. Time of Essence. The parties agree that time shall be of the essence with respect to any of the dates or time periods set forth in this Agreement.

L. Assignment. This Agreement may not be assigned (either in whole or in part) without the prior written consent of the other party, which consent may be withheld, in its sole discretion.

M. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

N. No Personal Liability. Notwithstanding anything to the contrary in this Agreement, there shall be absolutely no personal liability on the part of the officers, directors, partners, shareholders, agents, employees or affiliates of SA or Domus with respect to any of the terms, covenants, conditions and provisions of this Agreement.

O. Attorney Fees. In the event of any legal action arising out of this Agreement or the performance or non-performance of either party of its obligations hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' reimbursement expenses and disbursements.

P. Freedom of Information. The SA Board of Directors is entitled to receive a copy of all records and files related to the administration of SA, including the compensation paid to Domus and any expenditures of such compensation by Domus. Such records and files are subject to the Connecticut Freedom of Information Act and may be disclosed by the SA Board of Directors pursuant to the Connecticut Freedom of Information Act, except that the SA Board of Directors may redact such records and files to remove personally identifiable information of a contributor of a bona fide and lawful contribution, pursuant to a written request from such contributor. The SA Board of Directors and Domus shall ensure compliance with Connecticut General Statutes Section 10-66uu.

[Signatures on following page]

Executed as an instrument under seal as of the date first set forth above.

STAMFORD ACADEMY, INC.

By:

Name: Richard D'Avino

Title: Chairman of the Board of Directors

DOMUS KIDS, INC.

By:

Name: Michael Duggan

Title: Executive Director

Exhibit A

Performance Evaluation Measures

[See attached.]

<u>Criterion</u>	<u>Rating</u>	<u>Frequency of Evaluation</u>	<u>Comments</u>
Curriculum <ul style="list-style-type: none"> • Supports implementation of curriculum • Supports on-going curricula updates • Provides initial staff training with respect to implementation of curriculum of certain modules (Sanctuary, Literacy, etc) 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
Student Evaluations <ul style="list-style-type: none"> • Assists in ensuring students take required standardized tests • Assists in maintaining detailed statistical information on performance of (i) SA as a whole, (ii) each individual student and (iii) each grade. • Assists in identifying and measuring other measures of and goals for student and SA performance 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
Audit <ul style="list-style-type: none"> • Cooperates with and provides SA with information needed to complete SA's annual audit 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
Budget and Financial Systems <ul style="list-style-type: none"> • Provides annual projected budget that accounts for SA's operating expenses for next fiscal year • Assists SA's Director with preparation of monthly financial statements • Provides initial training to SA's Director in the use of budget and personnel templates • Provides support as to payment of invoices, payroll, monthly reconciliation of bank statements, debt and credit entries and procurement. 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	

<u>Criterion</u>	<u>Rating</u>	<u>Frequency of Evaluation</u>	<u>Comments</u>
<p>Director</p> <ul style="list-style-type: none"> • Assists with recruitment of new Director when necessary • Assists with evaluation of Director • Provides leadership training for Director • Provides ongoing coaching and training for Director • Supports Director with medical oversight • Helps Director 	<p>___ Exceeds expectations ___ Satisfactory ___ Needs improvement ___ Unsatisfactory</p>	<p>Annual</p>	
<p>Teachers and Other School Personnel</p> <ul style="list-style-type: none"> • Supports effort to recruit teachers, administrators and other SA personnel • Conducts preliminary screens of candidates and forwards resumes of promising candidates to Director • Determines staff levels and responsibilities in conjunction with Director • Provides counsel, in conjunction with Director, as to the evaluation and discipline of personnel • Provides initial teacher training in Domus methods, curriculum, program and technology • Provides training to administrative staff in consultation with Director • 5Assists SA in developing the internal capacity to deliver ongoing staff training • Sponsors professional development days for staff 	<p>___ Exceeds expectations ___ Satisfactory ___ Needs improvement ___ Unsatisfactory</p>	<p>Annual</p>	

<u>Criterion</u>	<u>Rating</u>	<u>Frequency of Evaluation</u>	<u>Comments</u>
<p>Equipment and Information Technology</p> <ul style="list-style-type: none"> • Facilitates SA’s purchase of desks, furniture, equipment, library and media materials and other materials and furnishings integral to operation of SA • Facilitates SA’s purchase and procurement of information technology equipment and services • Maintains and provides training in use of a central file server containing electronic curricular and SA administration resources • Provides training in use of student information system (Apricot) • Recommends and ensures effective implementation of data back-up protocol • Creates and maintains a link from Domus’ website to a page specific to SA 	<p>___ Exceeds expectations ___ Satisfactory ___ Needs improvement ___ Unsatisfactory</p>	<p>Annual</p>	
<p>Fundraising</p> <ul style="list-style-type: none"> • Conducts fundraising activities on behalf of SA 	<p>___ Exceeds expectations ___ Satisfactory ___ Needs improvement ___ Unsatisfactory</p>	<p>Annual</p>	
<p>Marketing and Publicizing</p> <ul style="list-style-type: none"> • Markets and publicizes for SA 	<p>___ Exceeds expectations ___ Satisfactory ___ Needs improvement ___ Unsatisfactory</p>	<p>Annual</p>	
<p>Leadership Development</p> <ul style="list-style-type: none"> • Identifies and develops future SA leaders from existing SA staff 	<p>___ Exceeds expectations ___ Satisfactory ___ Needs improvement ___ Unsatisfactory</p>	<p>Annual</p>	

<u>Criterion</u>	<u>Rating</u>	<u>Frequency of Evaluation</u>	<u>Comments</u>
Human Resources <ul style="list-style-type: none"> Provides oversight and support to SA in execution of human capital functions to ensure best practice in talent development and managing potential liability exposure 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
Professional Development <ul style="list-style-type: none"> Shares best practices across all of the schools supported by Domus 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
Director Support <ul style="list-style-type: none"> Conducts monthly SA visits to observe and coach Director Provides weekly coaching meetings with Director 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
Facilities <ul style="list-style-type: none"> Assists in identification of new facilities as needed Provides overall maintenance for facility 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
School Policies <ul style="list-style-type: none"> Makes recommendations concerning SA calendar, policies, rules, regulations, procedures, personnel and budget 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	
Funding Eligibility <ul style="list-style-type: none"> Assists upon request with the preparation and/or review of State aid applications and reports 	<input type="checkbox"/> Exceeds expectations <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory	Annual	

<u>Rating</u>	<u>Rating Description</u>
Exceeds Expectations	Domus exceeds the expectations of SA by providing an excellent level of service, e.g., producing reports ahead of schedule, anticipating problems and responding immediately to urgent requests, working extraordinarily flexible hours to meet TA's needs, or providing supplementary detail or support "beyond the call of duty". Domus consistently advances SA's mission.
Satisfactory	Domus consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare event of failing to meet expectations, Domus acknowledges the deficiency and takes clear and decisive action to address it.
Needs Improvement	Domus has occasionally failed to meet SA's expectations, or has made a material error but otherwise has performed satisfactorily. In response to such failure, Domus is slow to respond or challenges the facts rather than focusing on solving the problem proactively.
Unsatisfactory	Domus consistently fails to meet SA's expectations, is inflexible when urgent or ad hoc requests are made, does not respond quickly to calls or emails, subverts SA's mission by its actions and behaviors, and does not embody the values of SA.

General Comments and Feedback: