

**V.B.**

**CONNECTICUT STATE BOARD OF EDUCATION  
Hartford**

**TO BE PROPOSED:**

June 6, 2018

**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 sixth day of June, Two Thousand Eighteen.

Signed: \_\_\_\_\_

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:** June 6, 2018

**SUBJECT:** Approval of Charter Management Organization Contract, Stamford Academy

**Executive Summary**

**Introduction and Parties**

Stamford Academy, Inc. (SA) seeks State Board of Education (SBE) approval of its proposed contract for whole school management services with Domus Kids, Inc. (Domus), a not-for-profit charter management organization (CMO). 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.

SA is a charter school located in Stamford serving 141 students in grades 9-12. SA received a renewal of its charter, subject to specific conditions, from the SBE on May 2, 2018. Domus is a human service nonprofit organization that opened in 1972 and serves more than 1,100 students in Stamford. Domus established itself as a CMO in 2012 and currently serves two charter schools in Stamford.

**The Statutory Framework and the Review Process**

The Connecticut State Department of Education (CSDE) has received the proposed contract for whole school management services between SA and Domus. Domus and SA have had a contractual relationship since 2012. For charter schools and CMOs that were parties to a contract when C.G.S. Section 10-66tt(c) became effective, CSDE understands the statute to require SBE approval of the contract after the first renewal of the charter following the statute's effective date, i.e., July 1, 2015. Having obtained renewal of its charter on May 2, 2018, SA now seeks approval of its contract for whole school management services with Domus in accordance with Section 10-66tt(c).

The proposed contract for whole school management services between SA and Domus (Domus Contract) is attached. The Domus Contract was reviewed by appropriate CSDE staff, including legal counsel and the office of internal audit, 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 SA charter.

## **Recommendation**

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

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

Louis Todisco, Attorney  
Division of Legal and Governmental Affairs

Approved by: Peter Haberlandt  
Director of Legal Affairs

## **AGREEMENT FOR SERVICES**

This AMENDED AND RESTATED AGREEMENT FOR SERVICES (this "Agreement") is effective as of the 1<sup>st</sup> day of July, 2018, by and between STAMFORD ACADEMY, INC., a Connecticut non-stock corporation ("SA"), 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 certain administrative functions and curriculum preparation services in support of the operation of SA;

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, 2015 (the "Existing Agreement") to set forth the functions and services to be performed by Domus and provide for the method of billing from and payment to Domus for providing such services and functions to SA; 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 develop an annual charter management evaluation program to be conducted by SA under the oversight of the SA Board of Directors. The evaluation shall be designed to evaluate the performance of Domus and its fulfillment of its obligations outlined in this Agreement. SA will conduct such evaluation on an annual basis no later than June 30 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’s 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 performance evaluation measures related to evaluating Domus is attached as Exhibit A hereto.
- 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.

B. Domus shall perform the following administrative functions and services as requested by SA (collectively, the “Services”):

- 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, and manage and execute general fundraising activities including the solicitation and tracking of individual gifts to SA and the management of special fundraising events for SA. The SA Board of Directors retains oversight over fundraising events and activities specific to SA. Proceeds of general fundraising by Domus will be allocated based upon methodologies agreed upon between Domus and the SA Board of Directors.
- 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. Clean and maintain school building including all electrical, plumbing, heating and cooling systems, negotiate and manage agreements with maintenance service providers, ensure 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 marketing materials, engage traditional media coverage, promote SA and SA activities on social media, and manage 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, 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. Develop and implement 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 Board of Directors with respect thereto.



- xiii. Family Advocacy Services. Beginning on the date hereof and ending on June 30, 2019, 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 these services will be offered to SA separately and SA and the SA Board of Directors will have final decision-making authority for all services and functions provided by Domus. The compensation structure for each of these services will be consistent with Section III. SA may modify its request for Services at any time upon reasonable prior notice. Any additional compensation to be paid to Domus as the result of any such requested change in Services will be submitted in writing to SA for approval within thirty (30) days after the requested change in Services.

D. Domus shall submit a quarterly bill to SA which shall list the services provided and the agreed upon rate for each service as defined in Section III.

II Term.

The term of this Agreement (“Term”) shall coincide with the term of the Charter approved by the Connecticut State Board of Education during calendar year 2018. 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 Services performed for SA by employees of Domus during the Term hereof (such cost, in the aggregate, the “Service Fee”). The 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 Service Fee for each fiscal year will be set forth in a Service Fee calculation schedule. The Service Fee calculation schedule shall list the titles of all Domus employees providing services to SA and the percentage of such employee’s pay which is allocated to SA in accordance with the below methodology (illustrated as a percentage of 1.0 FTE (full time employee)). Domus agrees that the salaries of the employees performing services which are the basis of the calculation of the service fee are consistent with the fair market value paid for such services

| Type of Service | Method of Determining Percentage of Pay Allocated to SA |
|-----------------|---|
| Executive       | Percentage of time spent by such employee               |
| Finance         | Percentage of time spent                                |

|                 |   |
|-----------------|---|
| Human Resources | Percentage of total staff (full time and part time) |
| Facilities      | Percentage of time spent                            |
| Development     | Percentage of time spent                            |
| Training        | Percentage of time spent                            |

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 percentages 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 constitution, statutes, laws, rules or regulations,
- (ii) a regulatory authority has revoked any license 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. In performing these services, Domus will report to the SA Board of Directors; and
- (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.

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 services; and
- (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 service 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;
- (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 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: Chairperson, 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.

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. Evaluation. Domus shall be evaluated prior to the end of each school year by SA according to the goals listed in the annual Service Fee calculation schedule. Such evaluation shall include recommendations to assist Domus in providing quality service to the organization in the following year. If Domus has consistently not met the established goals set forth in the annual Service Fee calculation schedule, SA may exercise its right to terminate for cause in accordance with Section IV (a) of this Agreement.

Q. 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: Noah Lapine

Title: Chairman of the Board of Directors

**DOMUS KIDS, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit A

Performance Evaluation Measures

[See attached.]

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

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

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

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

|  |   |        |  |
|--|---|--------|--|
| <b>Funding Eligibility</b> <ul style="list-style-type: none"> <li>Assists upon request with the preparation and/or review of State aid applications and reports</li> </ul> | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Satisfactory<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unsatisfactory | Annual |  |
|--|---|--------|--|

| <b>Rating</b>               | <b>Rating Description</b>   |
|-----------------------------|---|
| <b>Exceeds Expectations</b> | 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. |
| <b>Satisfactory</b>         | 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.   |
| <b>Needs Improvement</b>    | 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.  |
| <b>Unsatisfactory</b>       | 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:**