

**AGREEMENT
BY AND BETWEEN
THE CITY OF NEW HAVEN BOARD OF EDUCATION
AND
THE NEW HAVEN FEDERATION OF TEACHERS.
FOR
PROFESSIONAL SERVICES
REGARDING HIGH SCHOOL IN THE COMMUNITY**

PART I

This Agreement, consisting of Parts I and II, entered into this day of , 2012, effective the day of, 2012 by and between the City of New Haven Board of Education (hereinafter referred to as the "Board"), and the New Haven Federation of Teachers., with offices at 267 Chapel Street (hereinafter referred to as the "Partner"), concerning High School in the Community, located at 175 Water Street (hereinafter referred to as the "School").

WITNESSETH THAT:

WHEREAS, in 2012 the Board has determined that it needs assistance for students at the High School in the Community to attain academic and social/emotional success; and

WHEREAS, the Partner submitted his/her qualifications; and

WHEREAS, the Board selected the Partner and the Partner agreed to perform the services for the terms and conditions outlined in an Agreement; and

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

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Partner and the Partner hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

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

103. The person responsible for coordinating the services to be performed by the Partner shall be David Cicarella or such other qualified person as is designated in writing by the Partner and accepted by the Board.

104. The Partner shall not subcontract any of the professional services to be performed by it under this Agreement, absent approval by Dr. Reginald Mayo. Such approval shall not be unreasonably withheld or delayed.

105. This engagement is explicitly intended to be covered by the collective bargaining agreement between the parties, and more specifically, by the turnaround provisions of appendix A of the NHFT contract approved in 2009. As part of the current agreement, the parties explicitly waive the date limitations in section IV.C of the Turnaround Appendix, allowing the initial declaration of turnaround and the proposed election to work agreements to occur after March 15th, and still be covered by the turnaround appendix of the NHFT contract.

SECTION 2: SCOPE OF SERVICES

201. The Partner shall lead and direct High School in the Community, a magnet High School of approximately 300 students located at 175 Water Street. This leadership and direction will include but not be limited to the following tasks:

- a. The Partner, working with the Board of Education, shall direct the in-school leadership, and through school leadership, the School operations. The success of the program will be evaluated according to the performance standards described in Commissioner's Network Turnaround Plan and in Appendix 1, including Student Performance and Operational Compliance Performance described therein. The Partner shall be responsible for pursuing those performance results, and The District shall be responsible for supporting the Partner.
- b. To monitor the performance of students each year, and within each year, the Partner shall, with the assistance and support of the District, administer appropriate assessments to track student performance, and supply the results of those assessments to the Board.
- c. The Partner shall ensure that High School in the Community meets State requirements in English/Language Arts, Math, Science, Social Studies, and Computer Literacy, while the Board recognizes and will approve, based on explicit discussion, reasonable good faith efforts to modify and adjust District curricular approaches and directives.
- d. The Partner shall, in coordination with the Board of Education, ensure that High School in the Community addresses all necessary requirements of the special education students' Individualized Education Programs (hereinafter "IEP"). The Board shall employ specialists such as social workers, psychologists, guidance counselors and others as needed to coordinate with High School in the Community staff to meet the legal and regulatory requirements of the Individuals with Disabilities Education Act in addition to all other federal, state and local laws and regulations. Students in the Special Education component shall adhere to their IEP as developed by the District. The IEP is subject to regular review in order to assure that

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

- e. The Partner and the School shall use any appropriate system of record used by the district, including the district's Student Information Systems (e.g. Powerschools) and Learning Management Systems (i.e. SchoolNet). The District shall provide support, access and training to systems of record as needed.

202. The Board shall provide, at no cost to the Partner, (i) use of the School facility (ii) the personnel, resources, and services to operate the School.

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

204. All reports, and documents prepared by the Partner under this Agreement (those typically provided by similar schools to the state Board of Education) shall be submitted to the Board for review and approval. The Board shall review and respond to materials submitted by the Partner within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof, or reasonably requires additional material in order to properly review the submission, the Partner shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

205. In performing the services required under this Agreement, the Partner shall consult with the Superintendent of Schools and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

206. School Calendar - The parties agree that the Partner's scholastic session will coincide with the District's scholastic session but that there will be at least one hundred and eighty two (182) days of instruction per year and that each instruction day will be at least six and one half hours in length, including intermissions and recesses. The Partner shall offer a full day educational and social program, at least as long as the full school day allowed by the election to work agreement created for the school.

207. Parental Involvement - The parties agree that parents are partners with educators in their children's education and should be encouraged to actively participate in creating and implementing educational programs for their children. To this end, the Partner shall make provision for parental access to the written records of their children, to State and District

Assessments, and to teaching materials. In addition, Parents will be included on the School Based Management Team and the Turnaround Committee, which help to steer the direction of the school. Through a systematic program of parental contact and training, the Partner and the School shall keep parents fully informed regarding the school activities of their children.

SECTION 3: INFORMATION TO BE FURNISHED TO THE PARTNER

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

SECTION 4: TIME OF PERFORMANCE

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

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall expire on June 30, 2013 unless explicitly renewed. It is the expectation of the parties that the agreement will be renewed at least for as long as the School remains in the Commissioner's Network.

403. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to the Partner. The Partner will submit to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate the termination of the agreement.

SECTION 5: CONSIDERATION

501. The Partner enters this agreement in consideration of the opportunity to direct and manage a school that is the responsibility of the Board, where more typically the Board makes all strategic, management, and operational decisions.

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

SECTION 7: TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Partner:	New Haven Federation of Teachers Attn. David Cicarella President
Board:	Dr. Reginald Mayo Superintendent of Schools

New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

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

WITNESS: **NEW HAVEN BOARD OF EDUCATION**

_____ **By:** _____
Dr. Carlos A. Torre
Board President

WITNESS: **New Haven Federation of Teachers.**

_____ **BY:** _____
Duly Authorized

APPENDIX 1 PERFORMANCE AGREEMENT

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

1. Coordination: The Partner, the School, and NHPS must coordinate effectively to serve the needs of students
 - a. Turnaround Committee Meetings: The Turnaround Committee created for the Commissioner's network, including the designated representatives of the Board, the NHFT, and the Superintendent's nonvoting representative, will meet bi-monthly to review school planning, student performance outcomes, operational and compliance issues, and ongoing coordination.
 - i. Issue list: the bi-monthly status meetings will maintain an ongoing issue list, flagging and tracking any issues for both sides related to performance, operations and compliance, and coordination.
 - ii. Written reports and materials: Materials to be discussed or considered in the status meetings will be shared with all participants at least 24 hours in advance of the meeting.
 - b. Performance Review: NHPS and NHFT shall jointly evaluate the comprehensive performance of the program three times a year – once at the end of July or early August (i.e. Review of end of year outcomes, and proposed targets outcomes for the next year), once in January or February (midyear check in), and once in May (end of year evaluation, with available data). Those program evaluations will focus on the performance outcomes described below, operational and compliance issues, and the quality of coordination.
2. Student Performance Outcomes: Students in the School will make substantial progress in social-behavior and academic learning, preparing them for success in college, career, and life. Those performance outcomes will be measured according to the following annual goals
 - a. Goals for improvements in academic performance and student progress
 - i. Based on student portfolios, student projects, teacher developed assessments, school and district developed assessments, and mastery of subject matter based on HSC performance standards.
 - ii. Performance on state assessments, including both standard measures of CAPT and the new SPI indicators shall match those in the Commissioners Network application, as mandated by the Commissioner.
 - iii. Similarly, performance on 4 year graduation rate shall match that in the Commissioner's Network application, as mandated by the Commissioner.
 - iv. In addition, the percentage of students on-track to graduate, as measured by credits and CAPT, and as used to tier schools in the New Haven tiering model, shall improve by at least 5% each year, relative to

the incoming performance of HSC students as measured by their 8th grade CMT results

- b. Goal for improvement in observed environment
 - i. Through the 2012-13 school year, maintaining regular performance on the NHPS Student Behavior Rubric at least at the emerging (2) level, with occasional Problematic (1) and strong (3) observations. Observations should consistently improve through the year, with the majority of observations at an emerging level by the mid-year conference. Observations will be accumulated and shared by NHPS staff, with should be compared to self-observations by NHFT leadership.
 - ii. An observation team led by the NHPS Director of Instruction, will visit HSC at least three times through the year, and each visit will be at least a half day in length.
- c. Goal for improvements in student engagement
 - i. Overall student average daily attendance will improve by at least 1.5% each year for three years.
 - ii. By the end of three years, 80% of the students enrolled will agree or strongly agree with the statement “Overall, I feel good about this school”, as reported in the New Haven Learning Environment Survey. In 2011-12, 55.5% agreed. The school will make substantial toward this goal each year.

3. Operational and Compliance Performance

- a. The NHFT 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;
- b. For issues regarding the health and safety of students, including the reporting of violence and abuse to appropriate authorities, the Board will continue to take primary responsibility for reporting and responding, but will notify the NHFT of all such incidents.
- c. NHFT 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, and in the handling of press inquiries.

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