



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Elm City Montessori School

Doing Business As, if applicable: Elm City Montessori School

Business Address: 495 Blake Street, New Haven, CT 06515

Business Phone: 475.220.4100

Business email: Julia.webb@elmcitymontessori.org

Funding Source & Acct # including location code: 19044000-56694

Principal or Supervisor: Julia Webb

Agreement Effective Dates: From 10/24/2023 To 06/30/2024

Hourly rate or per session rate or per day rate.

Total amount: \$1,758,206.00

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

Submitted by: Michelle Bonanno Phone: 475-220-1391



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michele Bonanno  
**Date:** 10/3/23  
**Re:** Elm City Montessori Charter School

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Please answer all questions and attach any required documentation as indicated below. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Elm City Montessori School
2. **Description of Service:** Elm City Montessori School will operate as a local charter school, provide education to students, employing and evaluating staff, and providing leadership for the general school operations.
3. **Amount of Agreement and hourly or session cost:** \$1,758,206.00 for the 23-24 SY
4. **Funding Source and account number:** General Funds-19044000-56694
5. **Approximate number of staff served through this program or service:** approximately 25 NHPS staff
6. **Approximate number of students served through this program or service:** 306
7. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? Yes.
  - b. What would an alternative contractor cost: N/A
  - c. If this is a continuation, when was the last time alternative quotes were requested? N/A
  - d. For new or continuation: is this a service existing staff could provide. If no, why not?  
N/A
8. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development?
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? This is not professional development.
  - b. After School or Extended Hours Program? N/A
  - c. School Readiness or Head Start Programs? N/A
  - d. Other: (Please describe): Operation of a local charter school.

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? This is a school.
- b. Is the Contractor Local? Yes, this is a local charter school.
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? This is a not-for-profit.
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

*Elm City Montessori Charter School*

FOR DEPARTMENT/PROGRAM:

*New Haven Public Schools*

This Agreement entered into on the 28<sup>th</sup> day of September 2023, effective (*no sooner than the day after Board of Education Approval*), the 24<sup>th</sup> day of October, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Elm City Montessori School located at, 495 Blake St. New Haven CT 06515 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,758,206 for the 2023-2024 Fiscal Year.

The maximum amount the contractor shall be paid under this agreement: One million, seven hundred and fifty-eight thousand, two hundred and six dollars. (\$1,758,206.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by General Funds **Program** of the New Haven Board of Education, **Account Number:** 19044000-56694.

This agreement shall remain in effect from October 24, 2023 to June 30, 2024.

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided.*

The contractor will operate the Elm City Montessori Local Charter School and support the academic program of 306 students.

**Exhibit A: Scope of Service:** Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

October 5, 2023  
Date

\_\_\_\_\_  
Date

Michael J Van Leesten  
Contractor Printed Name & Title  
Board President

Revised: 8/2021



NEW HAVEN PUBLIC SCHOOLS

## EXHIBIT B

### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18