

Agreement for the Operation of the Wintergreen Interdistrict Magnet School

I. STATEMENT OF INTENT

The Hamden, Meriden, New Haven, Wallingford and Woodbridge Boards of Education (hereafter referred to as "the partners") agree to cooperate on the development and operation of the Wintergreen Interdistrict Magnet School. This Agreement is entered into and is governed by the terms of Connecticut General Statutes, Section 10-158a. This Agreement shall be effective upon signing.

II. MISSION, THEME AND GOALS

1. Mission

The mission of the Wintergreen Interdistrict Magnet School is to support the development of responsible, creative lifelong learners by providing a comprehensive educational community dedicated to nurturing individual strengths, integrating technology into instruction, dignifying diversity, and encouraging global stewardship.

2. Theme

Wintergreen Interdistrict Magnet School has a unique humanitarian theme. We provide a comprehensive liberal arts education rooted in inquiry, innovation and the arts, and our aim is to launch students into young adulthood with the desire to use their unique gifts and talents to better our world. Thus our motto is, Making the world a better place by educating the whole child through inquiry, innovation and the arts in a diverse, compassionate and mindful learning community.

3. Goals

The School seeks:

- To provide a challenging, diverse learning environment which meets the individual and diverse needs of each student.
- To create an integrated curriculum which maximizes the use of technology in order to communicate effectively.
- To encourage partnerships with families and community resources for the purpose of enriching the educational programs.
- To ensure a safe school environment through developing, implementing, and communicating clear expectations and guidelines for safety procedures.

III. OPERATIONAL AGENCY/STEERING COMMITTEE

In order that the school truly be an interdistrict effort, the partners designate Area Cooperative Educational Services (hereinafter "ACES"), a regional educational service center under Section 10-66a et seq., C.G.S., as the operational agency for the school.

The partners designate the Wintergreen Magnet School located at 670 Wintergreen Avenue, Hamden CT as the designated facility to house the Magnet School program described herein pursuant to the lease agreement entered into between ACES and the Town of Hamden, as amended from time to time.

In addition, the parties have established a Steering Committee to allow the partners to be integrally involved with the operation of the school program and to serve as a communications vehicle.

The respective responsibilities of ACES, the Steering Committee, and the partners are set forth below.

A. OPERATIONAL AGENCY - RESPONSIBILITIES

ACES' responsibilities will include, but shall not be limited to the following:

1. Overall

To supervise and manage the operation of an efficient and effective K-8 school.

2. Personnel

a. ACES is responsible for recruiting staff under guidelines established by ACES and the Steering Committee.

b. ACES is responsible for employing, supervising and evaluating all staff.

The term "staff" includes all administrative, teaching and support personnel employed at the school, and shall include the positions of Principal of the Magnet School and Assistant Principal of the Magnet School.

- The Principal of the Magnet School is responsible for the supervision and evaluation of the teaching staff and non-instructional staff employed at the Magnet School in keeping with ACES policies, procedures and supervision/evaluation process.

- As ACES employees, teaching staff and non-instructional staff employed at the Magnet School are subject to ACES contracts, salary scales, benefit packages, personnel policies and procedures and organizational expectations.

3. Fiscal

Each year, the following steps will be taken to adopt and implement the budget for the school:

a. The Executive Director of ACES, Assistant Executive Directors of ACES and the Principal of the Magnet School, utilizing ACES procedures and timelines, will develop budget materials, including proposed tuitions.

- b. The Steering Committee shall review and act upon the proposed budget and tuitions in accordance with the procedures set forth in Article III, Section C.4 of this Agreement.
- c. The ACES Governing Board shall vote in accordance with its bylaws in order to consider adoption of the budget and proposed tuition schedule.
- d. ACES will provide quarterly financial reports to the Steering committee.
Should unanticipated conditions arise and a request for supplemental funds be necessary, a request for such funds shall be acted upon in accordance with the procedures outlined above in this Article, Section 3 a through Section 3 c.

3. Communications

- a. Through the Steering Committee, ACES shall communicate on a regular basis with each partner Board Representative and Superintendent.
- b. Communication shall include, but not be limited to:
 - 1. financial reports to be issued quarterly ;
 - 2. staffing profile to be submitted annually;
 - 3. program report, including evaluative data, to be made annually.

4. Policies

- a. Policies of ACES will be used as the basis of operation for the school.
- b. New policies specific to the Magnet School and required to meet unique needs of the school will be reviewed by the Steering Committee prior to ACES Governing Board action.

B. STEERING COMMITTEE

1. Meetings

There will be a minimum of five (5) Steering Committee meetings per year.

2. Membership

- a. Five (5) Superintendents of Schools, one from each partner district, or his or her designee;
- b. Five (5) Board of Education members. The Board Member may delegate to another Board Member from the same district; and
- c. the Executive Director of ACES.

3. Steering Committee Operations

Committee members shall elect a Chairperson who shall preside over each Steering Committee meeting, unless such Chairperson is not present for the meeting, in which case the bylaws shall dictate the presiding member in the Chairperson's absence. A quorum, defined as a majority of the members, shall be necessary to conduct business. Roberts Rules of Order shall serve as the bylaws of the committee unless and until the Steering Committee adopts its own bylaws. Should the Steering Committee adopt its own bylaws, then the bylaws of the Steering Committee shall serve as the bylaws of the Committee. Decisions shall be made through a majority of those present and voting. A Superintendent may designate a proxy for Steering Committee meetings by giving notice to the ACES Executive Director prior to the Steering Committee meeting for which the proxy shall attend in place of the Superintendent. Steering Committee members may participate via telephone, however, such member participating by telephone shall not count towards the six (6) members required to constitute a quorum. Minutes shall be kept from each meeting

and each meeting shall be posted as required by the Freedom of Information Act.

C. PARTNER – SPECIFIC RESPONSIBILITIES

The partners agree to:

1. make students and families in their district aware of the magnet school operation;
2. encourage students to attend;
3. attempt to ensure equal access to magnet school enrollment for all students of the partner – and, if necessary, due to the number of requests, cooperate in a lottery to choose students in accordance with the provisions of this Agreement as set forth in Article III, Section E (3);
4. provide for tuition costs in excess of state magnet funding;
5. provide student transportation in accordance with Connecticut General Statutes §10-264I (f); and
6. be responsible for the special education programs and costs for partner students attending the Magnet School in accordance with the requirements of Connecticut General Statutes §10-264I (h).

D. ADDING NEW PARTNERS

School districts may be added as partners to this Agreement through a request that must be approved by each of the then-active partners.

E. INITIAL ENROLLMENT

1. The total school enrollment shall be no higher than 631 annual seats for 2015-2016. Subsequent years' enrollments shall be subject to state funding. In those years Hamden's enrollment shall not be greater than 54%.

	2015-2016
Hamden(less than 54% of total)	
Meriden	91
New Haven	125
Wallingford	60
Woodbridge	5
Parent Choice	9

2. In the event that a district cannot utilize its full seat allocation, excess seats will be offered to other area school districts in accordance with Connecticut General Statutes §10-264l (j).

Partners may choose to use a lottery system in order to select students to be enrolled in the Magnet School. Partners utilizing such a lottery system may design their own internal lottery systems or may participate in ACES' lottery system. A partner must inform ACES by October 1 in any given year if the partner wishes to utilize ACES' lottery system for the following school year's enrollment. For those districts which have chosen to participate in ACES' annual lottery, ACES will create and publish an online application. Acceptances of applications will be due by April 15 each year. If April 15 falls on a Saturday or Sunday, then acceptances of applications will be due by 4:00 p.m. the next business day. ACES will confirm the number of seats open for each district prior to running the lottery so that none of the partners' enrollment amounts exceed the numbers listed in E.1. above. For districts conducting their own lottery, ACES will confirm the number of seats open for each participating district prior to the district conducting the lottery so that none of the partner's enrollment numbers exceed the numbers (listed in section E.1 of this agreement) allocated to each district.

By April 15 of each year, those districts conducting their own lotteries will provide ACES with a list of students who have accepted placement at each grade level.

Should additional openings occur after April 15, due to students moving or withdrawing from the school, ACES will notify the district of the opening, and the district will then contact the next student on the waiting list and in turn will notify ACES when the student has accepted placement.

F. TERM OF PARTNER AGREEMENT

ACES is designated as the operational agency for the program for a period of seven (7) years from July 1, 2015 through June 30, 2022. Action by the partners on a further extension of this designation shall take place no later than June 30, 2021. However, by action of a majority of partners or by the ACES Governing Board, ACES may be terminated as the Operational Agency for the Magnet School. Such termination shall be effective at the end of the full school year following such action.

If a district determines that it can no longer continue as a partner, it shall give a minimum of one fiscal year's notice to each of the other partners. Such notice must be in writing and received by each of the other partners prior to June 30. Any such withdrawal shall be governed by Connecticut General Statutes, Section 10-158a and any other applicable statutes.


EXECUTIVE DIRECTOR
AREA COOPERATIVE EDUCATIONAL SERVICES

6/16/15
Date

[Signature]
BOARD CHAIR OR SUPERINTENDENT
HAMDEN BOARD OF EDUCATION

6/9/2015
Date

Mark D. Benjamin
BOARD CHAIR OR SUPERINTENDENT
MERIDEN BOARD OF EDUCATION

9/11/15
Date

BOARD CHAIR OR SUPERINTENDENT
NEW HAVEN BOARD OF EDUCATION

Date

BOARD CHAIR OR SUPERINTENDENT
WALLINGFORD BOARD OF EDUCATION

Date

Dr. Hector F. Stella, Superintendent
BOARD CHAIR OR SUPERINTENDENT
WOODBIDGE BOARD OF EDUCATION

10/20/15
Date

rev. 5/28/2015

