

Resolution GCES 17-01

CORPORATE RESOLUTION TO APPROVE THE 2017-18 CONNECTICUT RIVER ACADEMY MAGNET SCHOOL BUDGET AND TO AUTHORIZE THE PRESIDENT TO FILE RELATED STATE GRANT APPLICATIONS AND TO INVOICE LOCAL DISTRICTS FOR STUDENT TUITION

The Undersigned Secretary of Goodwin College Educational Services, Inc. hereby certifies that the following resolution was duly adopted by the Board of Directors on May 10, 2017, and that such resolution has not been modified or rescinded as of the date hereof:

WHEREAS, a budget represented as Attachment A has been prepared and approved by the Goodwin College Magnet Schools, Inc. Board for the operation of the Connecticut River Academy Magnet School at Goodwin College covering the period of July 1, 2017 through June 30, 2018, and

WHEREAS, the total anticipated budget for this period is **\$7,527,500**, and

WHEREAS, grant funding from the State of Connecticut Department of Education for Inter district Magnet School Funds is available, and

WHEREAS, additional revenues for the operation of the school is available through the charging of tuition to local school districts from which attending students reside;

WHEREAS, Goodwin College Educational Services, Inc. will be entering into an agreement with Goodwin College Magnet Schools, Inc. to administer the budget and the operations of the schools

NOW, THEREFORE, BE IT

RESOLVED, that the Goodwin College Educational Services, Inc. Board of Directors hereby approves the 2017-2018 budget in the amount of **\$7,527,500** for the Connecticut River Academy Magnet School, and be it further

RESOLVED, that the Goodwin College Educational Services, Inc. Board of Directors hereby approves any further adjustments to such approved budget if necessary to stay within available appropriations, and be it further

RESOLVED, that the President of Goodwin College Educational Services, Inc. is authorized to file an application and related documents for inter district Magnet School Funds with the State of Connecticut Department of Education for and on behalf of Goodwin College Educational Services, Inc. and to act as its authorized representative in connection with such application, and be it further

RESOLVED, that Goodwin College Educational Services, Inc. agrees to the requirements and conditions set forth in the Connecticut State Department of Education Standard Statement of Assurances. The Assurance form will be attached to this incorporated as part of the Resolution as Attachment B, and be it further

RESOLVED, that Goodwin College Educational Services Inc., authorizes Goodwin College Magnet Schools, Inc. to implement budgets for the operation of the Connecticut River Academy Magnet School, which includes the procurement of goods and services required for the operation of the Connecticut River Academy Magnet School, and be it further

RESOLVED, that Goodwin College Educational Services, Inc. authorizes Goodwin College Magnet Schools, Inc. and LEARN, a regional educational service center, as its designated agent, to invoice and collect tuitions from the local high school districts, and be it further

RESOLVED, that Goodwin College Educational Services, Inc. will be entering into an agreement with Goodwin College Magnet Schools, Inc. to provide services to support the operation of the school and to represent Goodwin College Educational Services, Inc. for certain functions

Signed: _____

Mark E. Scheinberg, Secretary

Date: _____

Signed: _____

Se-Min Sohn, Vice Chair

Date: _____

CT River Academy	Full year Budget		Explanation	EXHIBIT A
	2016-17	2017-18		
Students	454	500		
Revenue:				
Local Tuition Grant (\$5,450)	2,478,791	2,725,000	Flat from last years 10% increase	
State Operating Grant Income (\$9,443)	4,560,959	4,721,500	Reduction estimated (3.8 from 2016-17 and 6% for 2017-18)	
21st Century Grant (After School/summer Program)	108,000	81,000	Year 4 of 5 year grant	
Misc grants	17,992			
Total Revenues	7,165,742	7,527,500		
Salaries	3,229,508	3,512,140	Salaries of all staff including contractual raises	
Employee Benefits	662,467	819,517	Cost increase of \$2,000 Per person for medical plus additional staff	
Facilities Costs and back office expenses	1,223,091	1,228,190	Facilities maint/security/accounting/operations/IT/ Utilities etc	
After School Grant expenses	108,000	81,000	Grant declines to 75% this year	
Misc grants	17,992	-		
Legal/Audit	18,333	15,000	legal, audit and bank fees	
Administrative supplies	105,489	99,750	Admin supplies, copier costs, Misc furn, postage, staff recruiting, telephone	
Education consulting	110,000	271,050	LEARN leadership coaching; CCAT; Food Corp; curriculum institute; new course w	
Equipment-technology	385,546	250,244	Lease payments for student computers ; tech budget for licenses, repairs, fees	
GC College instruction	380,065	383,175	Books 20 + 363,175	
Insurance	38,589	42,619	80K for both schools	
Instructional supplies	130,470	90,000	Per department needs- allocated by headcount	
LEARN - Admin	436,007	502,355	LEARN Administration Fee	
Marketing & Student Recruiting	45,000	40,000	Advertising & Recruiting for schools	
Prof Development	174,825	47,500	Prof Development for teachers & Administrators	
Student Field Trips	24,860	38,410	Support the participation of all students in grade-level curricular experiences	
Student Expenses	25,000	28,500	Freshman orientation; Graduation; athletic buses, awards ceremonies, bus passes	
Summer program	-	-		
Transportation courier	2,500	2,500	Courier service back & forth to LEARN	
Travel	9,000	20,750	Travel to misc conferences and LEARN mileage	
Vessel Expenses	25,000	30,000	Maintenance of the Boat, fuel, boat captain and 1st mate salaries	
Bad Debts	14,000	24,800	4 local tuition and 3K in food service debt	
Total Expenses	7,165,742	7,527,500		
Net	0	(0)		

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE: Interdistrict Magnet Program Operating Grant
July 1, 2017 – June 30, 2018

THE APPLICANT: Goodwin College Educational Services, Inc. **HEREBY ASSURES THAT:**
Connecticut River Academy at Goodwin College
(insert Agency/School/CBO Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary;
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;

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- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

L. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the

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management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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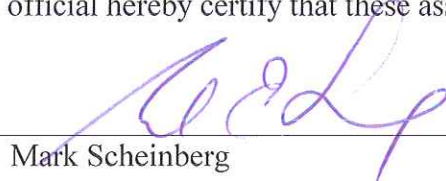
(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

I, the undersigned authorized official hereby certify that these assurances shall be fully implemented.

Superintendent Signature:


Mark Scheinberg

Name: *(typed)*

President, Goodwin College Educational Services, Inc.

Title: *(typed)*

Date:


5/10/2017