



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, May 20, 2019

4:00 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Mr. Joseph Rodriguez

Action Items

A. INFORMATION ONLY

1. The Superintendent approved Amendment #1 to Agreement # 91390836 with Common Ground Charter School, to correct dates of services of August 28, 2017 to June 30, 2018, to August 28, 2018 to June 30, 2019, as approved by the New Haven Board of Education on August 27, 2018, with no change in funding amount or funding source.

**Funding Source: General Funds
Acct. #190-494-00-56694**

(Pages #5-7)

2. The Superintendent approved an Agreement by and between the New Haven Board of Education and The Gesell Institute of Child Development, to design and conduct a four day learning and planning institute on developmental, play-based learning in collaboration with New Haven Public School's Early Learning Team, from May 21, 2019 to June 29, 2019, in an amount not to exceed \$12,000.00.

**Funding Source: Title I Program
Acct. # 2547-6108-56694-0000**

(Pages #8-19)

B. ABSTRACTS

1. To approve the Abstract, Immigrant Children and Youth Grant, in the amount of \$112,664.00 for July 1, 2018-June 30, 2019.

**Funding Source: CT Department of Education
Presenter: Dr. Abie Benitez**

(Pages #20-25)

C. AGREEMENTS

1. To approve Amendment # 2 to Agreement # 95279184 with Yale University School Development Program, to change Scope of Service to include thirteen Magnet and six School Readiness programs, and to increase funding \$9,300.00 by \$43,000.00 to \$52,300.00.

**Funding Source: Head Start PA 22 Program
Acct. # 2532-5279-56694-0000 (\$9,300.00)
W. K. Kellogg Foundation Program
Acct. # 2528-6307-56694-004 (\$ 43,000.00)**

Presenter: Ms. Mary Derwin

(Pages #26-34)

2. To approve Amendment #1 to Agreement # 96236128 with Common Ground New Haven Ecology Project, to expand the Scope of Service to include the physical installation and enhancement of outdoor learning spaces at with staff and students at West Rock STREAM Academy, including purchase and installation of plants and materials, and to increase funding of \$19,110.00 by \$4,000.00 to \$23,110.00.
Funding Source: Magnet 16-19 West Rock STREAM Carryover
Acct. # 2517-6236-56694-0049
Presenter: Ms. Michele Bonanno
(Pages #35-40)

3. To approve an Agreement by and between the New Haven Board of Education and The Gesell Institute of Child Development, to provide professional learning and job-embedded coaching for New Haven staff involved in the 2019 summer school pilot on developmentally appropriate play-based learning and pedagogy for grades Pre-K to 3, from July 1, 2019, to August 30, 2019, in an amount not to exceed \$26,000.00.
Funding Source: Title I Carryover Program
Acct. # 2531-5265-56694-0000
Presenter: Ms. Ivelise Velasquez
(Pages #41-52)

3. To approve the Fourth Option to Renew Agreement by and between the New Haven Board of Education and NCS Pearson, Inc., 5601 Green Valley Drive, Bloomington, MN to continue to provide our Student Management Information System (SMIS) aka SchoolNet to the New Haven Public Schools for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$134,450.00.
Funding Source: 2019-2020 Operating Budget
Acct. #190-41900-56694
Presenter: Ms. Michele Sherban
(Pages #53-72)

4. To approve an Agreement by and between the New Haven Board of Education and H.D. Segur Insurance, 156 Knotter Dr., Cheshire, CT to provide Student Accident Insurance to the New Haven Public Schools from July 1, 2019 to June 30, 2020, in an amount not to exceed \$58,062, with two options to renew.
Funding Source: 2019-2020 Operating Budget
Acct. #190-43000-56683
Presenter: Mr. Carl Carangelo
(Pages #73-82)

5. To approve an Agreement by and between the New Haven Board of Education and DePino, Nuñez and Biggs, LLC, 1160 Townsend Ave., New Haven, CT for Lobbying Services on behalf of the New Haven Board of Education from July 1, 2019 to June 30, 2020, in an amount not to exceed \$50,000.
Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56694
Presenter: Mr. Michael Pinto
(Pages #83-91)

6. To approve the Fourth Option to Renew an Agreement by and between the New Haven Board of Education and Doosan Fuel Cell America, Inc., 195 Governor's Highway, South Windsor, CT for a Preventative Maintenance Contract for One (1) 400KW Fuel Cell for Hill Central and Roberto Clemente schools Central Utility Plant for Fiscal Year 2019-2020, in an amount not to exceed \$148,567.

Funding Source: Capital Projects
Presenter: Mr. Joseph Barbarotta
(Pages #92-107)

7. To approve Amendment #4 to the Agreement by and between the New Haven Board of Education and Gilbane Building Company, 7 Jackson Walkway, Providence, RI, to exercise the Third Option to Renew the agreement for Program Management Services for FY 2019-2020, in an amount not to exceed \$736,729.

Funding Source: Various School Construction Accounts
Presenter: Mr. Michael Pinto
(Pages #108-117)

8. To approve Amendment #21/FINAL to a Construction Manager Agreement by and between the New Haven Board of Education and A. Prete Construction, 156 Fulton Terrace, New Haven, CT related to the New Haven Academy School Construction Project increasing the total amount of the Agreement from \$32,226,985 by \$102,718 to \$32,329,703. for final general conditions, Out of Scope Change Orders and Reimbursables.

Funding Source: Capital Projects #3078-H911-58001
Presenter: Mr. Robert Lynn
(Pages #118-127)

9. To approve Amendment #4 to Construction Management Agreement by and between the New Haven Board of Education and Giordano Construction Company increasing the compensation amount from \$35,978,768 by \$200,756 to \$36,179,526 for Out of Scope Changes and Bid Package #02W to the CM agreement related to the new Strong 21st Century Communications Magnet & Lab School (Obama School)

Funding Source: Capital Projects #3078-17GG-58001
Presenter: Mr. Robert Lynn
(Pages #128-148)

D. PURCHASE REQUISITIONS

1. To approve a Purchase Order to Teach for America (TFA), 370 James St., Suite 404, New Haven, CT for ongoing professional development support during School Year 2018-19 to seven (7), second-year teachers hired under Agreement for 2017-18 school year, in an amount not to exceed \$22,939.

Funding Source: 2018-2019 Operating Budget
Acct. #190-45100-56694
Presenter: Ms. Lisa Mack
(Page #149-161)

E. CHANGE ORDER

1. To approve Change Order #1 to Contract #21549-1-2 to EnviroMed Services, 470 Murdock Ave., Meriden, CT for Asbestos Management Services increasing the contract amount due to a mandated State of CT 5-year radon testing districtwide.

Original Amount of Contract:	\$50,000.00
Change Order #1:	\$65,577.50
Total Amount of Contract:	\$115,577.50

Funding Source: **Capital Projects**
Acct. #3C19-1983-58101 (\$24,568.27)
Acct. #3C17-1793-58700 (\$25,016.81)
Acct. #3C19-1984-58700 (\$11,905.09)
Acct. #3C17-17EE-58101 (\$4,087.33)

Presenter: Mr. Joseph Barbarotta
(Pages #162-164)

**NEW HAVEN BOARD OF EDUCATION
AMENDMENT TO AGREEMENT**

CONTRACTOR: Common Ground Charter School AMENDMENT: 1

GRANT NO: 190-494-00-56694 AGREEMENT NO. 91390836

GRANT NAME: General Funds Contractual Services Program DATE : 05/07/19

FUNDING SOURCES OF AGREEMENT: General Funds Contractual Services Program

ORIGINAL AMOUNT OF AGREEMENT: \$102,529.70

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ _____

_____ ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ _____.

_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ _____

FUNDING SOURCES FOR AMENDMENT: General Funds Contractual Services Program

DESCRIPTION AND NEED FOR AMENDMENT: Please change the contract dates to **August 28, 2018** to **June 30, 2019**. No increase or decrease in contract dollar amount for the 2018-2019 school year.

ALL OF THE TERMS & CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE & EFFECT

CONTRACTOR'S SIGNATURE:  5/7/19
(Signature) (Date)

NEW HAVEN BOARD OF EDUCATION:

(President)

(Date)

AGREEMENT
By And Between
The New Haven Board of Education
AND

913 90836

Common Ground Charter School

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 1st day of July, 2017 effective the 28th day of August, 2017 by and between the New Haven Board of Education (herein referred to as the "Board") and, Common Ground Charter School located at 358 Springside Avenue, New Haven, CT 06515 (herein referred to as the "Contractor").

SCOPE OF SERVICE:

- **Provide Special Education services for New Haven Public School students attending Common Ground School to comply with their IEPs.**

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$86.67 per hour for up to 6.5 hours a day for a maximum of 182 day(s). The maximum amount the contractor shall be paid under this agreement: One Hundred Two Thousand Five Hundred Twenty Nine Dollars and Seventy cents (\$102,529.70).

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 Contractual Services Program of the New Haven Board of Education, Account Number: 190-494-00-56694.

This agreement shall remain in effect from August 28th, 2017 to June 30th, 2018.

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.

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 Contract through the last day of thirty (30) day notice period.

M. DeSoel

Contractor Signature

7/31/18

Date

[Signature]

President
New Haven Board of Education

8/27/18

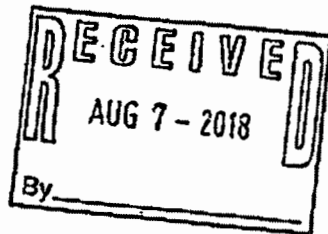
Date

Melissa Spear

Contractor Name Printed or Typed

223171185

Federal I.D. or Social Security Number





NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Ivelise Velazquez, Deputy Superintendent of Schools
Date: May 14, 2019
Re: Play-Based Early Learning Summer Institute
Meeting Date: May 20, 2019

Executive Summary/ Statement:

This four-day professional learning institute on developmental, play-based learning will support the pedagogy, creation of units of study and practice for the New Haven Public Schools Developmental Play-Based Summer School that will be held in July of 2019. It will help to create the framework for all future district work in the alignment of child-centered learning in preschool through grade three. The learnings and practice will guide the systems change detailed in the New Haven Three-year Plan for Continuous Improvement for the Early Learning Department.

Amount of Agreement and the Daily, Hourly or per Session Cost: Total Cost \$12,000

- 72 hours @ \$100/ hour for design, development and materials of a four-day professional learning institute
- \$1200.00 per day for a total of four days; to conduct and implement four-day professional learning institute

Funding Source & Account #: The Alliance Grant Account # 2547 6108 56694 0000

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:

This service is strategically aligned to the City and District vision for early learning; *that all New Haven children, birth through age eight, will be healthy, safe, thriving in nurturing families and prepared to be lifelong learners.* It is aligned to the NHPS goal of improved and sustainable outcomes for young children in preschool through grade three through attention to unifying quality and equity across programs regardless of the funding stream. This learning specifically addresses the following district goals for the Early Learning Department. It provides a framework that:

- will create and sustain high quality early learning opportunities from Preschool – third grade.
- will implement intentional approaches to playful learning in Preschool through third grade classrooms and curriculum opportunities.

- will build and sustain gains achieved in high quality preschool programs to close achievement gaps for vulnerable children.
- will implement standards-based instruction through intentional playful learning as a context for English/Language Arts, Language, Mathematics, Science, Technology and Social Studies.
- will support the development of academic, physical and social emotional competencies in all children.
- will engage children in content through exploration, inquiry-based learning and reflection.

2. What **specific need** will this contractor address?

The contractor will design, develop and conduct professional learning sessions to aid in the alignment of child-centered learning across the preschool through grade three continuum. Professional development will be customized to build upon the recommendations from the Bank Street assessment of 2016 and the work of the Belief committee of 2017. These learning opportunities will support the pedagogy, creation of units of study to practice for the New Haven Public Schools Child-Centered Play-Based Summer School that will be held in July of 2019.

3. **Contractor selection:** quotes, RFP, or Sole Source?

The contractor was selected through the competitive bidding process. Two other vendors submitted quotes and/or their daily rates for professional services.

4. What **specific skill set** does this contractor bring to the project?

The Gesell Institute of Child Development is a local research, program development, and training center that brings together educators, parents, policy makers and researchers to study and promote the principles of child development for all young children.

Since 1950, Gesell Institute of Child Development has led research, advocacy and training in how children grow along the same path, at their own unique pace. The cyclical theory of maturational development, originated by Dr. Arnold Gesell, the founder of the Yale Child Study Center, grounds and inspires their advocacy for play-based, developmentally appropriate practice and individualized instruction.

5. Is this a **new or continuation service**?

This is a new service.

6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**

The contractor's effectiveness will be evaluated through daily feedback forms completed by the participants, debriefing sessions held in the professional learning community created by this cohort, as well as the quality of unit planning/ development created collaboratively by the participants for use with students.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

The institute will build and/or enhance the background knowledge and pedagogy of the participants in developmental child-centered, play-based learning and its vertical alignment in preschool through grade three. With this foundational knowledge, Early Learning Fellows will co-construct and design units of study to be implemented with students attending the play-based summer program with the support and collaboration of the Gesell staff.

8. Why do you believe this agreement is **fiscally sound**?

This agreement is fiscally sound, was vetted through the competitive bidding process, and will help build capacity and a common understanding of child-centered, play-based learning that can be replicated and shared throughout New Haven Public Schools by this cohort of participants.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Gesell Institute of Child Development

FOR DEPARTMENT/PROGRAM:
Early Childhood Department

This Agreement entered into on the 21st day of May 2019 effective (no sooner than the day after Board of Education Approval), on the 29th day of June 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Gesell Institute of Child Development located at, 310 Prospect Street, New Haven, 06511 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,200 per day, for a total of four days of professional learning and \$100.00 per hour for 72 hours of design and development.

The maximum amount the contractor shall be paid under this agreement: twelve thousand dollars (\$12,000). 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 the Alliance Grant **Program** of the New Haven Board of Education, **Account Number** 2547 -6108- 56694 **Location Code:** 0000

This agreement shall remain in effect from May 21, 2019 to June 29, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached).*

The Gesell Institute will design and conduct a four day learning and planning institute around the topic of developmental, play-based learning in collaboration with New Haven Public School’s Early Learning Team. They will create a detailed agenda daily, reflective of the learning objectives for each of the sessions, personalizing and adjusting sessions to meet the needs of the adult learners. They will modify and adjust content to ensure that teachers receive the support needed to plan for and deliver a high quality developmental, play-based program Preschool to Grade Three. The topics covered will include pedagogy, mission and vision, classroom environment, child assessment through observation, family engagement and two-way communication. The Gesell Institute will be

responsible for all instructional and guiding materials throughout the four-day institute. The design and development phase cost is \$7200 and the implementation cost is \$4800 for the four day session.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service 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*. Contactors 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 negligent 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's material breach of this agreement or based upon the negligent or willful misconduct of the Contractor, or its agents or its employees arising out of or 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

May 17, 2019

Date

Margaret Oliveira, Executive Director

Contractor Printed Name & Title

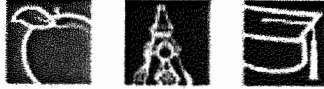
Revised: 10/2/18

President
New Haven Board of Education

Date

II Institute Contribution to New Haven Early Childhood Developmentally Appropriate, Play Based Summer Ins

	What?	When?	Who?	Deliverables	\$	Gesell Notes
Phase 1: DESIGN						
4	Design the 4-day adult learning and planning session on June 24-28th. Details will include time with students and families who will enroll in the 4-week	Mid-May	Gesell Institute in collaboration with New Haven's Early Learning Team	Session Materials including a detailed agenda and learning objectives for the 4-day session	see 7 below	In cost, this seems redundant to 7 below.
Phase 2: ADULT LEARNING/PLANNING						
7	DRAFT 4 Day Session Agenda Items:	End of April	Gesell Institute in collaboration with New Haven's Early Learning Team	Create training materials to lead the 4-day session.	\$7,200.00	72 business hours to design
	DAY ONE: Discuss/learn pedagogy, vision, mission and meet the students and families.					
	DAY TWO: Environment, Pedagogy and Observation					
	DAY THREE: Collaboration, On-going Planning and Environment					
	DAY FOUR: Family engagement and two-way communication.					
9	Implement and adjust content in the 4-Day session to ensure that teachers receive the support they need to deliver a quality developmentally appropriate, play-based	June 24-28 (4 days in this period)	Gesell Institute in collaboration with New Haven's Early Learning Team	All instructional guiding materials.	\$4,800.00	\$1,200 / day
					TOTAL:	\$12,000.00



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 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

Reply all | Delete | Junk | ...

Re: Fw: Rate Request



Davia Brown-Franklyn <dbrownfranklyn@bankstreet.edu>

Reply all |

Fri 5/10, 9:11 AM

VELAZQUEZ, IVELISE; DERWIN, MARY

Inbox

To help protect your privacy, some content in this message has been blocked. To re-enable the blocked features, click here.

To always show content from this sender, click here.

Good Morning Mary and Ms.Velazquez,

We appreciate the potential opportunity to support the New Haven Early Childhood Development, Play Based Summer Institute. The overview document that you shared was very helpful and outlines experiences that are very aligned to the work we had the pleasure of partnering with the EC district team on during the 2017-2018 school year. That project was done in collaboration with a variety of stakeholders and included drafting a vision for Early Childhood. We also made two presentations to the Early Childhood Council to share the district's great work around developmentally appropriate practices.

Our daily rate is \$5200 for a full professional learning day servicing up to 50 educators. We'd be happy to set up a call to talk through our design process and provide any additional information. Please let us know a time that works best for you.

We look forward to hearing from you.

Best,

Davia

Davia Brown Franklyn

Senior Director of Partnerships

Bank Street College of Education
Bank Street Education Center
610 W.112th
New York, NY 10025

On Mon, May 6, 2019 at 3:38 PM VELAZQUEZ, IVELISE <IVELISE.VELAZQUEZ@new-haven.k12.ct.us>

wrote:

Good afternoon, Ms. Brown-Franklyn,

Reply all | Delete | Junk | ...

We are implementing a small developmental, play-based pilot this summer and would like to provide professional learning to 21 classroom teachers, 2 administrators, 4 instructional coaches and 11 paraprofessionals.

I am attaching the a document describing the program.
We hope to provide the training on June 24-28, 2019.

Please feel free to call me if you need more information. We are looking for an initial quote and we can circle back to discuss the proposal in more detail.

Ivelise Velazquez
Deputy Superintendent
NEW HAVEN PUBLIC SCHOOLS
203/494-5430

From: DERWIN, MARY
Sent: Monday, May 6, 2019 1:20 PM
To: Davia Brown-Franklyn
Cc: VELAZQUEZ, IVELISE
Subject: Rate Request

Good morning Davia,

I just left a meeting with Dr. Birks, Superintendent of NHPS, regarding play-based learning in Pre-K to Grade 3.

Would it be possible for you to give me Bank Street's daily rate for providing full day professional learning. We want to do two, four-day summer institutes and are looking at reallocating some grant funds and need to speak to the board with some authenticity. We are just beginning to plan for next year! The goal is to move forward expanding and building upon the work we have already begun together. I don't need anything formal at this point, certainly an email would suffice. We can plan to talk in the next few weeks. Feel free to call if you have any questions 203- 980-5065.

Best,
Mary Derwin

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Reply all | Delete | Junk | ...

RE: Quote for June 24-28



Stone, Mary <MStone@aces.org>

Tue 5/7, 10:25 AM

VELAZQUEZ, IVELISE; DERWIN, MARY; Freel, Emily <efreel@aces.org>

Reply all |

inbox

Flag for follow up. Completed on Tuesday, May 07, 2019.

Hi Evie:

Thank you for your patience. In professional development situations with over 30 attendees, we would use 2 professional learning specialists to ensure meaningful active learning opportunities. The daily rate for full day and 2 specialists would normally be \$2200 (\$1100 per day/per specialist) However, as ACES has several contracts with the New Haven Public Schools, we would be able to offer 2 specialists for the time period of June 24 – June 28 at a daily rate of \$1500 for 30 attendees or more. In the event you have less than 30 people attend, we could reduce to 1 specialist at a daily rate of \$1000 per day.

I would be happy to discuss by phone if that is convenient for you, please let me know of a time that works. Thank you for contacting me and I hope we can work together.

Mary Stone
Professional Learning Specialist
ACES Early Childhood Services
205 Skiff Street
Hamden, CT 06517
203-407-4423

www.aces.org
mstone@aces.org

From: VELAZQUEZ, IVELISE <IVELISE.VELAZQUEZ@new-haven.k12.ct.us>
Sent: Monday, May 6, 2019 10:09 AM
To: Stone, Mary <MStone@aces.org>
Cc: DERWIN, MARY <MARY.DERWIN@new-haven.k12.ct.us>
Subject: Quote for June 24-28
Importance: High

EXTERNAL MAIL

Good morning Mary,

I would like to speak with you about a quote (an email will suffice) for four days of professional development serries on developmental, play-based early learning, preschool thru third grade.

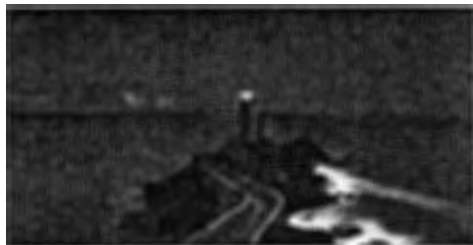
Reply all |   Delete Junk |  ...

How to plan for four hour days during July 1 through July 26th?
How to conduct observation protocols to assess students' performance?
How to plan student centered, choice activities?
How to use inquiry to launch units of study?
How to set up a room for center-based learning?
How to incorporate movement and out-door learning into daily activities?

Please give me a call when you are available to discuss. I am hoping for an initial quote that we can work off as soon as possible, so perhaps we can start with just a daily rate for the four day session, 8:30-3:30 each day, June 24-June 28.

Evie
203/494-5430

Ivelise (Evie) Velazquez
Deputy Superintendent
NEW HAVEN PUBLIC SCHOOLS
54 Meadow Street, 5th Flr
New Haven, CT 06519
203.494.5430
ivelise.velazquez@nhboe.net



ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: Immigrant Children and Youth Grant

Grant Source and Agency: CSDE

Total Amount Requested: \$112,664

Due Date of Application:
4/1/2019

System Contact:
Dr. Abie Benitez

Telephone #: 475-220-1134

Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

To assist eligible local educational agencies that experience unexpectedly large increases in their student population due to immigration.


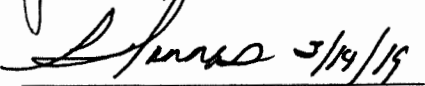
TARGET: Schools/Unit: All Schools District Wide
No. of Students: 1,012 **Grade Level(s):** Pre K-21
Eligibility Criteria: Immigrant Students defined as enrolled in NHPS from a country other than the US for 3 years or less as of October 1st 2018.

GRANT PERIOD:	
From: (mm/dd/year): 07/01/2018	
To: (mm/dd/year): 06/30/2019	
<input checked="" type="checkbox"/> New	
<input type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<hr/> <hr/>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action	
<input type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input checked="" type="checkbox"/> Competitive	
<input type="checkbox"/> Entitlement	
<input checked="" type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:

Dr. Abie Benitez

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1

ABSTRACT TIMETABLE	REVIEW
Return to: _____	
Received: _____	Grants Manager 
Board of Education FINANCE & OPERATIONS Meeting Date <u>5/20/19</u>	Finance Manager  <u>5/19/19</u>
Board of Education Meeting Date: <u>5/22/19</u>	Human Resource Manager _____
Due Date to Grantor: _____	

Proposed Project Title: Immigrant Children and Youth Grant

Total Amount Requested: \$112,664

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
	3	Others (Tutors)	\$ 55,500
			\$
		Stipends	\$21,672
		SUBTOTAL	\$77,172

NON PERSONNEL

	COST
Supplies & Materials	\$ 20,000
Student Transportation	\$
Professional Development	\$
Staff Travel	\$
Other Purchased Services	\$ 5,002
Parent Activities	\$
Equipment	\$ 5,000
Other	\$
Indirect Costs, if allowed	\$
TOTAL NON- PERSONEL	\$30,002

FIXED COSTS:

Health Benefits	\$ -0-
Pension (Paras & Mgmt.)	\$ -0-
FICA/Medicare	\$ 4,290
Workmen's Compensation	\$ 1,200
SUBTOTAL	\$ 5,490
TOTAL PERSONNEL & FIXED COSTS	\$82,662

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114,
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS.**

3 PT Tutors @ \$32 per hour 19.5 hrs per week X 42 Weeks = 55,500 (FICA & W/C) = \$5,490

Other: and **All Non- Personnel items.** If additional space is needed, continue to next page.

Equipment: (\$5,000) Technology needs for Immigrant Language Lab

Supplies: (\$20,000) Supplemental Material as needed based on increased Immigrant enrollment

Professional Development (Purchased Professional Technical): \$21,672

Teacher/Trainers stipends paid for 3 sessions total cost estimated @\$7,224 each session

Other Purchased Services: Conference Fees, Subscriptions, and Membership fees

Proposed Project Title: Immigrant Children and Youth Grant

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SECTION III: SYSTEM OBLIGATIONS

Project support from other programs: None Yes Explain: Teacher/Administrators collaboration

Linkage with other programs: None Yes Explain: Adult Education teachers and facilities

Local Fiscal costs, (include renovation): None Yes Explain:

Future local personnel obligations: None Yes Explain:

PROJECT OR GRANT REQUIREMENTS

- Local Maintenance Replication Parent Involvement
- In-Service Training Advisory Committee Linkage w/other Programs
- Non-Public School Involved Dissemination

ADDITIONAL RESTRICTIONS OR CONCERNS

N/A

SUBMITTING ADMINISTRATOR: Dr. Abbie C. Bentley 4/29/2019
Signature Date

Proposed Project Title: Immigrant Children and Youth Grant

Total Amount Requested: \$112,664

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION IV: PROPOSED PERSONNEL

List, **individually**, each position proposed by this grant application. **If no personnel**, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
	3	Tutors	ESL/Literacy Intervention	10 Months 19.5 hours per week	TBD	N/A	N/A

V. PROPOSED CONTRACTS

List **individually**, each contract that will be prepared by this proposed project. **If contractors will not be utilized**, please indicate **N/A** in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
N/A	N/A	N/A	N/A

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

1. **Please state specific goals for this grant or the grant period.**

A. Increasingly we have encountered challenges in parents accessing online tools. We need to device small group family literacy and parent outreach efforts to support the use of District's technological learning and communication tools and digital media access through specialized workshops for families, creating spaces for parents who speak the same language to learn together and multicultural learning opportunities to support the family integration into a diverse multicultural society. We will provide one session per marking period and create an immigrant students' parent strand in the NHPS Parent University schedule for the Spring.

B. In an effort to develop a teaching force and support staff who are competent to work with immigrant students the District seeks to provide professional development for teachers, paraprofessionals and instructional coaches

1. Provide culturally responsive pedagogy and language acquisition competency training necessary for teachers of immigrant youth around what they need to understand about their students, create opportunities for professional development experiences that are likely to facilitate those understandings, and what kinds of education programming and school setting adjustments are able to support their ongoing learning and that of their students in a complex secondary education setting.

2. Additionally, provide training to selected school teams to become experts at the different professional levels and who are able to support other teams in implementing culturally responsive pedagogy and language acquisition best practices in schools with immigrant children and youth.

C. Tutors/mentors recruit and train individuals to provide linguistic and cultural support to students. Presently the department offers tutoring to students who need linguistic support. In addition to increasing the linguistic support we want to develop a cadre of cultural mentors who can ease the transition to a new school environment ensuring the success of immigrant children and youth into this district's schools.

In collaboration with schools and Adult Education these activities are geared to increase the academic progress of the immigrant student in reading and math, additionally providing support toward college and career readiness leading to the closing of the achievement gap.

a. **If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:**

a. This was an entitlement grant and now is a discretionary grant. Changing the status from continuation to a new grant.

2. **How does this grant address School Reform goals?**

The programs offered by the English Learners Department mirror the school district's curriculum. Support is provided in reading, math, science, social studies, and other subject matter as the students integrate in the English classroom. As students' progress through the curriculum, and gradually acquire increased levels of proficiency in English, the ratio of support decreases to aid in academics prior to exiting the program. Students are exposed to the same textbooks and computer assisted technology used in the regular education and at Adult Education programs. Additionally, we support family literacy and college and career readiness to provide support for students and their families on their path to success.

3. **Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)**

The goal of the English Learners Program for Immigrant Children and Youth is to ensure that students learn academic English and develop high academic skills. Therefore, the staff will ensure that all district's curriculum is comprehensible to the EL by fostering readiness skills. Native language instruction and/or ESL instruction is offered to support all other curricular areas. Likewise, best instructional practices will be uniformly used in bilingual and/or ESL settings and these strategies will be shared with mainstream teachers.

REQUIRED:

A COPY OF THE GRANT APPLICATION MUST BE ATTACHED TO THE ABSTRACT.

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Yale University School Development Program AMENDMENT #: 2

GRANT # if applicable: Head Start PA22 Grant AGREEMENT #: 95279184

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Head Start PA 22 Grant DATE: 4/18/19

FUNDING SOURCE FOR AGREEMENT: Head Start PA 22 Grant

ACCT # FOR AGREEMENT: 2532-5279-56694

ORIGINAL AMOUNT OF AGREEMENT: \$9,300

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$9,300

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$43,000

X INCREASE OR DECREASE

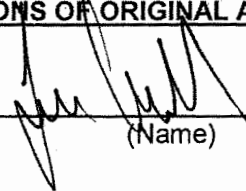
AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$52,300

FUNDING SOURCE & ACCT # FOR AMENDMENT: W. K. Kellogg Foundation 25286307 0043 \$43,000
Head Start PA 22 2532-5279-56694 0000 \$9,300

DESCRIPTION AND NEED FOR AMENDMENT: 1. To add additional funding for the New Haven Public Schools Preschool Cross Planning and Management Team Project from the Kellogg Foundation of \$43,000 bringing the project total to \$52,300 providing funding to allow for the contextual analysis of the thirteen Magnet and six School Readiness programs to be completed in conjunction with NHPS staff.

2. To redefine the scope and services of the SPMT expanding membership to include representation from Magnet and School Readiness to participate in professional learning regarding the program wide SPMT and cross sector planning inclusive of stakeholders from all three preschool funding sources.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  5/16/19
(Name) (Date)

Sr. Contract Manager JAMES CRESSWELL
(Title) CONTRACT MANAGER, CORPORATE CONTRACTS
YALE UNIVERSITY
OFFICE OF SPONSORED PROJECTS

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Yale University School Development Program AMENDMENT #: 1
GRANT # if applicable: Head Start PA22 Grant AGREEMENT #: 95279184

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Head Start PA22 Grant DATE: 2/11/19

FUNDING SOURCE FOR AGREEMENT: NHPS Head Start Basic PA 22

ACCT # FOR AGREEMENT: 2532-5279-56694

ORIGINAL AMOUNT OF AGREEMENT: \$9,300

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$9,300

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0

0 INCREASE OR 0 DECREASE

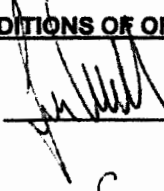
AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 9300

FUNDING SOURCE & ACCT # FOR AMENDMENT:

DESCRIPTION AND NEED FOR AMENDMENT:

1. To clarify funding arrangement as follows: \$9300 is the amount to be paid for by NHPS Head Start
To clarify the details of the contextual analysis work with the 7 Head Start Programs and to demonstrate that it is aligned with the work the Corner School Development Program is current doing with NHPS supported by the Kellogg Foundation

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  James Cresswell 3/5/19
(Name) (Date)
Sr. Contract Manager
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
Head Start Program**

AND

AGREEMENT NO. 95279184

**Yale University
(School Development Program)**

This agreement entered into on the 1 day of December, 2018 effective the 10 day of December, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and Yale University, located at 25 Science Park, 3rd floor, 150 Munson Street, New Haven CT 06511 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$9,300. Per day, hour or session detail can be found within the scope during the 6-8 week process.

The maximum amount the contractor shall be paid under this agreement: Nine Thousand three hundred dollars (\$9,300.00). 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 Head Start program of the New Haven Board of Education, Account Number: 2532-5279-56694, Head Start PA 22 Basic

This agreement shall remain in effect from December 10, 2018 to June 30, 2019.

SCOPE OF SERVICE: The general services to be performed, which must be related to classroom studies and District Curriculum shall consist of:

The Comer School Development Program's will conduct a contextual analysis process is a way to gather baseline data with includes the perspectives of key constituents about what is going well and not going well in the Head Start program, and work with the early childhood district wide leadership team to create and implement recommendations to address the identified program challenges. The contextual analysis will include program demographics and attendance and formative assessment information, as well as the results of the climate surveys, and serves as baseline data for implementation of a city wide SPMT for early childhood programs and services.

The contextual analysis protocol includes focus group session of at least 30 minutes each with the building administrative team, teacher leadership team(s), and parent and community team(s). The focus group sessions may be a half- to full-day process in each school based on the number of scheduled sessions. Morning, afternoon, or full-day sessions are scheduled for each site. Seven (7) schools can be completed in 3-5 days.

Meetings/Consultations:

- Development of a protocol which can be used to interview teachers, parents and leadership in early childhood programs (\$1,000)
- Interviews will be held with teachers, parents and leadership at eight Head Start Programs. (\$7000)

- Consultation between at least two SDP faculty members and early childhood leadership team to review in a systemic manner, issues surfaced in interviews at Head Start programs.
- Consultation with early childhood leadership team (3 @ \$1,000/session for a total of \$3,000).

Reports:

A report of the interview findings and a collaboratively developed action plan to address areas of concern by site and across program from the early childhood leadership team including action steps will be submitted to the Superintendent and early childhood program leadership monthly.

Time Line

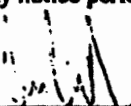
- Six (6) to eight (8) week process
- School Administrator/sites contacted to inform of the process
- School site develops an internal schedule and multiple dates for site visit/interview
- School site visit schedule developed which includes all identified sites (Dr. Mayo School, Fair Haven School, Jepson School, John S. Martinez School, Lincoln-Bassett School, Truman School, Wexler/Grant School).
- Conduct focus groups of site leaders, teachers, teacher aides, parents
- Draft report with recommendations prepared and shared with site leaders for review
- Final report with recommendations developed including baseline program data
- Report presented to each site
- Development of action plans to address the identified recommendations

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 Contract 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)
 James Cresswell
 Sr. Contract Manager
 Office of Sponsored Projects

12/7/2016

 Date

06-0646973
 Federal I.D. or Social Security Number



 President New Haven Board of Education

2/11/19

 Date



W.K. KELLOGG FOUNDATION

A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611

FAX 269.968.0413

wkkf.org

March 5, 2019

Dr. Carol Birks
Superintendent
New Haven Public Schools
54 Meadow St.
New Haven, CT 06519

RE: P0131541 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Birks:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the New Haven Public Schools ("Grantee") a grant in the amount of \$67,000 for the Grant Period of March 1, 2019, through September 30, 2019, to implement the School Planning Management Team and model in a cohort of local, early childhood providers to align them in practice with the New Haven public school system. Grant funds shall be used solely as specified in the proposal submitted on February 26, 2019, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- 1. **Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. Indirect costs are not permitted. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	3/1/19-9/30/19
Contractual Services	
--Administrative Support and Materials	\$10,000
--Contextual Analysis and Report	\$14,000
--Professional Development Services	\$22,000
--Site Based Consultation	\$21,000
Grand Total	\$67,000

- 2. **Payment:** Upon receipt of Grantee's signed acceptance of this Agreement, payment of \$67,000 will be made to Grantee.

3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.
4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation's expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
6. **Reporting:** Within three (3) months following the end of the Grant Period, the Grantee will furnish to the Foundation program officer a completed project questionnaire which includes questions about the Project, as well as a certification as to the expenditure of grant funds. Any unexpended funds remaining at the end of the Grant Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation's grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee's evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.
8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
 - A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
 - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
 - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).

- b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
 - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
 - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
- C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
- D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement

the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.

12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.
13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Carol Birks, Superintendent
Financial Designee: Linda Hannans, Business Director
Project Director: Ivelise Velazquez, Deputy Superintendent

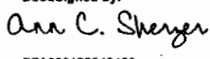
19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Jon-Paul Bianchi, jpb@wkkf.org

Grant Support: Paxton Olney, paxton.olney@wkkf.org, (269) 969-2085

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.


Sincerely,

DocuSigned by:

D7A099125542458...
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the New Haven Public Schools, Carol Birks, Superintendent, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:

E88307802256421...
Carol Birks

3/10/2019

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: New Haven Ecology Project/Common Ground

AMENDMENT #: 1

GRANT # if applicable:

AGREEMENT #: 96236128

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Federal Magnet School Assistance Program Grant

DATE: 5/6/19

FUNDING SOURCE FOR AGREEMENT: Magnet 16-19 West Rock Authors STREAM C/O

ACCT # FOR AGREEMENT: Magnet 16-19 West Rock Authors STREAM C/O 2517-6236-56694-0049

ORIGINAL AMOUNT OF AGREEMENT: \$19,110.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$19,110.00

X **ACTUAL** OR _____ **ESTIMATE**

AMOUNT OF THIS AMENDMENT: \$

\$4,000.00 **INCREASE** OR _____ **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$23,110.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: Magnet 16-19 West Rock Authors STREAM C/O 2517-6236-56694-0049

DESCRIPTION AND NEED FOR AMENDMENT:

To increase funding of \$19,110.00 by \$4,000.00 to \$23,110.00 to purchase and install plants and materials in our Schoolyard Habitat.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:


(Name)

5/6/19
(Date)

Suzannah Holsenback, Program Manager
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT

By And Between
The New Haven Board of Education
AND AGREEMENT NO. 96236128
New Haven Ecology Project/Common Ground

FOR DEPARTMENT/PROGRAM:

West Rock STREAM Academy

This Agreement entered into on the 18th day of September, 2018 effective (no sooner than the day after Board of Education Approval), the 10th day of October, by and between the New Haven Board of Education (herein referred to as the "Board") and, the New Haven Ecology Project/Common Ground located at 358 Springside Avenue, New Haven, CT 06515 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *Brief description of service deliverables. In addition, please attach a detailed Scope of Service that describes all deliverables, locations and costs for service, including supplies, materials and travel, if applicable:*

Utilizing the knowledge and resources of Common Ground, makerspace design and development, professional learning, and technical support will be provided to help West Rock STREAM Academy realize the full potential of teaching outside to deepening the academic and emotional learning in all students grades PreK-4. As part of the makerspace development, students will play an integral role in the design process and will incorporate the entire school community in understanding concepts of spatial equity, urban planning and design, and environmental concepts of nature and design. In addition, the Schoolyards Program will conduct professional learning workshops for teachers, support the design and installation of the outdoor space, and will support the curricular integration of outdoor and leaning and the inquiry process to meet the needs of the federal magnet grant. All students will visit Common Ground High School with their classes with a curricular aligned focus.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$8,575.00/Session 1: Fall 2018** and **\$10,535.00/Session 2: Spring 2018**. The maximum amount the contractor shall be paid under this agreement: **Nineteen thousand, one hundred ten dollars (\$19,110.00)**. 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 **Magnet 16-19 West Rock Authors STREAM C/O Program** of the New Haven Board of Education, **Account Number:** 2517-6236-56694-0049.

This agreement shall remain in effect from October 10, 2018 to June 28, 2019.

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors 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

9/18/18
Date

New Haven Ecology Project/Common Ground
Suzannah Holsenbeck, Program Manager


President
New Haven Board of Education

10/9/18
Date

*Proposal for 2018-2019 Contract
For West Rock STREAM Academy Interdistrict Magnet
Delivered by The CT Schoolyards Program of Common Ground*

Who We Are

The CT Schoolyards Program of Common Ground supports the creation and effective use of outdoor classrooms in schools, including school gardens, schoolyard habitats, and outdoor maker spaces. We believe that by using our knowledge and resources to provide professional and technical support, we can help schools realize the full potential of teaching outside in deepening the academic and emotional learning of their students.

Goals of the contract

Essential Question: How can we extend and deepen our students' learning to the outdoors?

- **Outdoor Classroom Team Support:** support the West Rock team in the initial design and implementation of outdoor classroom spaces - including an extension of the already existing vegetable garden- that will serve students in grades Prek-4 as a space for STEAM learning, innovation and imaginative play.
- **Outdoor Learning Workshops and co-teaching:** Support teachers in grades PreK-4 in the integration of outdoor learning into their science curriculum (and other content areas as appropriate) using the schoolyard and surrounding natural spaces through collaborative workshops and joint teaching of classes in outdoor spaces.

Scope of Work & Timeline

Fall 2018

what	when	Goals met	Hours and cost
Outdoor Classroom team meetings	Monthly Sept - January	Schoolyards staff will lead a smaller team through a design process that engages the entire school community, specifically students, with the goal of building a makerspace and extending the Vegetable Garden in Spring 2019.	\$450
PreK-4 Outdoor Learning Workshops	Oct-Dec	These workshops will be an introduction to outdoor learning and will focus on grade level learning and teaching goal setting aligned with curriculum standards	\$1,200



*Proposal for 2018-2019 Contract
For West Rock STREAM Academy Interdistrict Magnet
Delivered by The CT Schoolyards Program of Common Ground*

PreK-4 co-teaching (11 sessions)	Oct-January	Collaborate with each of the teachers in grades PreK-4 for one fall outdoor lesson co-taught with Common Ground educator.	\$2,250.00
Field Trips to Common Ground	Sept - January	Every class at West Rock will take a fall field trip to Common Ground; each field trip will align with the learning goals of the grade level.	\$3,575.00
Fall Outdoor Day		CT Schoolyards Staff will lead all students PreK-4 through a full day celebration of Outdoor learning	\$850
Schoolyards Crew		CT Schoolyards Green Jobs Corps student crew support for fall installation work	\$250.00
Fall total cost			\$8,575

Spring 2019

what	when	Goals met	Hours and cost
Outdoor Classroom Team meetings (4)	Monthly Feb-May	Schoolyards staff will lead the team through completing the design and organizing necessary installation and enhancement of outdoor learning spaces	\$450
Outdoor Learning spaces Installation	April and May	Schoolyards team will support the physical installation and enhancement of outdoor learning spaces (including but not limited to school garden, habitat and forest areas) at West Rock	\$1080
GJC crew support for workdays	April and May	Common Ground High School student work crew will support the installation	\$780



*Proposal for 2018-2019 Contract
For West Rock STREAM Academy Interdistrict Magnet
Delivered by The CT Schoolyards Program of Common Ground*

		and initial maintenance of the Outdoor learning spaces	
Outdoor Teaching workshop	April	Follow-up Outdoor Learning workshop with PreK-4 teachers	\$400
K-2 co-teaching (11 sessions)	March- May	Collaborate with each of the teachers in grades PreK-4 for outdoor lessons taught in collaboration with CG educator.	\$2,250
Outdoor Learning space materials		Materials and supplies for extension of vegetable garden and installation of several maker spaces onsite.	\$2000
Field Trips to Common Ground	Feb-May	Every class at West Rock will take a fall field trip to Common Ground; each field trip will align with the learning goals of the grade level.	\$3,575.00
Winter/ Spring total cost			=\$10,535

Total Cost	\$19,110
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NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Ivelise Velazquez, Deputy Superintendent of Schools
Date: May 14, 2019
Re: Play-Based, Child-Centered Summer School Collaborative Learning Project
Meeting Date: May 20, 2019

Executive Summary/ Statement:

This project will create a professional learning community during a four-week summer school session focused on developmental, play-based learning. It will involve all stakeholders; engaging children, families, professionals and community partners in collaborative learning around pedagogy to practice for child-centered, play-based learning in New Haven Public Schools. This project will help to create the framework for all future district work in the alignment of child-centered learning in preschool through grade three. The learnings and practice from this project will guide the systems change detailed in the New Haven Three-year Plan for Continuous Improvement for the Early Learning Department.

Amount of Agreement and the Daily, Hourly or per Session Cost: Total Cost \$26,000

- 21 hours @ \$142.86 per hour for coaching, facilitation and collaboration of debriefing sessions with staff, one hour per day for the four week summer school session, totaling \$3000
- \$150.80 per day for job-embedded coaching within the preschool through grade three summer school classrooms, three hours per day at two sites for 21 days, by two coaches, totaling \$19,000
- \$100 per hour for 40 hours totaling \$4000 to research, edit and prepare a final report at the conclusion of summer school detailing; lessons learned, accomplishments, outcomes and recommendations for a scale-up model within the district

Funding Source & Account #: Title One Carryover Grant Account #25315265 Object code 56694 Location:0000

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

This service is strategically aligned to the City and District vision for early learning; *that all New Haven children, birth through age eight, will be healthy, safe, thriving in nurturing families and*

prepared to be lifelong learners. It is aligned to the NHPS goal of improved and sustainable outcomes for young children in preschool through grade three through attention to unifying quality and equity across programs regardless of the funding stream. This learning specifically addresses the following district goals for the Early Learning Department. It provides a framework that:

- will create and sustain high quality early learning opportunities from Preschool – third grade.
- will implement intentional approaches to playful learning in Preschool through third grade classrooms and curriculum opportunities.
- will build and sustain gains achieved in high quality preschool programs to close achievement gaps for vulnerable children.
- will implement standards-based instruction through intentional playful learning as a context for English/Language Arts, Language, Mathematics, Science, Technology and Social Studies.
- will support the development of academic, physical and social emotional competencies in all children.
- will engage children in content through exploration, inquiry-based learning and reflection.

2. What **specific need** will this contractor address?

The contractor will design, develop and conduct professional learning sessions through on-site classroom coaching and facilitated discussions to aid in the alignment of child-centered learning across the preschool through grade three continuum in New Haven Public Schools. Professional development will be personalized, job-embedded and collaborative. It will build upon the recommendations from the Bank Street assessment of 2016 and the work of the Belief Committee of 2017. These learning opportunities will support the pedagogy, creation of units of study, and best practices for the New Haven Public Schools Child-Centered Play-Based Framework that will be scaled up throughout the district as part of the Early Learning Departments' three-year plan for continuous improvement..

3. **Contractor selection:** quotes, RFP, or Sole Source?

The contractor was selected through the competitive bidding process. Two other vendors submitted quotes and/or their daily rates for professional services.

4. What **specific skill set** does this contractor bring to the project?

The Gesell Institute of Child Development is a local research, program development, and training center that brings together educators, parents, policy makers and researchers to study and promote the principles of child development for all young children.

Since 1950, Gesell Institute of Child Development has led research, advocacy and training in how children grow along the same path, at their own unique pace. The cyclical theory of maturational development, originated by Dr. Arnold Gesell, the founder of the Yale Child Study Center, grounds and inspires their advocacy for play-based, developmentally appropriate practice and individualized instruction.

5. Is this a **new or continuation service**?

This is a new service.

6. Evidence of Effectiveness: How will the contractor's performance be evaluated?

The contractor's effectiveness will be evaluated through daily feedback forms completed by the participants, debriefing sessions held in the professional learning community created by this cohort, as well as the quality of unit planning/ development created collaboratively by the participants for use with students. The concluding report will guide the district in further implementation and roll-out in the upcoming years.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

The project will build and/or enhance the background knowledge and pedagogy of the participants in developmental child-centered, play-based learning and its vertical alignment in preschool through grade three. With this foundational knowledge, Early Learning Fellows will co-construct and design units of study to be implemented with students attending the play-based summer program with the support and collaboration of the Gesell staff. District professionals will work side by side with the coaches from the Gesell Institute in collaborative learning experiences. The attendees will become ambassadors and facilitators for the project and will assist in the development of their peers when they return to their school sites in the fall. The professional learning community created by this project will build internal capacity within the district and create a shared understanding of pedagogy and practice to be furthered throughout the district.

8. Why do you believe this agreement is fiscally sound?

This agreement is fiscally sound, was vetted through the competitive bidding process, and will help build capacity and a common understanding of child-centered, play-based learning that can be replicated and shared throughout New Haven Public Schools by this cohort of participants.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Gesell Institute of Child Development

FOR DEPARTMENT/PROGRAM:
Early Childhood Department

This Agreement entered into on the 21st day of May 2019 effective (no sooner than the day after Board of Education Approval), on the 30th day of August 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Gesell Institute of Child Development located at, 310 Prospect Street, New Haven, 06511 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$142.86 per hour for one hour daily for a total of 21 days of professional learning through debriefing and facilitated discussions (\$3000) and \$150.80 per hour for 126 hours of job-embedded classroom coaching (\$19,000) and \$100 per hour for 40 hours (\$4000) to research, edit and prepare a final report at the conclusion of summer school. The total compensation will be \$26,000.

The maximum amount the contractor shall be paid under this agreement: twenty six thousand dollars (\$26,000). 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 the Title One Grant of the New Haven Board of Education, **Account Number:** 2531 5265 56694 **Location** 0000

This agreement shall remain in effect from July 1, 2019 to August 30, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached).*

The Gesell staff will provide job-embedded classroom coaching for New Haven Public School staff for three hours per day at two sites for 21 days each. The Gesell Institute staff will facilitate, coach and support New Haven Public School teachers, paraprofessionals, coaches and administrators in one-hour long debriefing sessions following each day of summer school for twenty-one days. They will lead and facilitate discussions, provide feedback and support, based on observation and questions surrounding developmental play-based learning. Further coaching support will focus on the

areas of need that surface during these sessions. At the conclusion of the session, Gesell staff will prepare a report recording accomplishments and implications for the future. They will make recommendations for the scaling up of preschool to grade three classrooms in the district.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service 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*. Contactors 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 negligent 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's material breach of this agreement or based upon the negligent or willful misconduct of the Contractor, or its agents or its employees 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

May 17, 2019

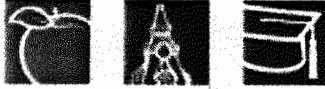
Date

Margaret Oliveira, Executive Director

Contractor Printed Name & Title

esell Institute Contribution to New Haven Early Childhood Developmentally Appropriate, Play Based Summer Institute

What?	When?	Who?	Deliverables	\$	Gesell Notes
Phase III					
Coaching & Facilitating Collaboration: 1 hour per day @ total of 21 hours	July 1-3, July 8-31; 12:30 - 1:30	Gesell Institute	Debrief, additional coaching based on questions, facilitated discussion	\$3,000	Coaching and facilitation time
Coaching 3 hours / day @ 2 sites for 21 days each	July 1-3, July 8-12 (approx)	Gesell Institute	126 hours of coaching total shared @ 2 sites	\$19,000	Coaching time for 2 different coaches at 2 sites
Phase IV					
Prepare a report recording accomplishments, implications for the future and recommendations for scaling up to all preschool to third grade	August	Gesell Institute	Report	\$4,000.00	40 research & editing hours
			TOTAL:	\$26,000.00	



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 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

☰ Reply all | ▾
🗑 Delete Junk | ▾ ...

Re: Fw: Rate Request

38 Davia Brown-Franklyn <dbrownfranklyn@bankstreet.edu>

Fri 5/10, 9:11 AM

VELAZQUEZ, IVELISE; DERWIN, MARY ▾

☰ Reply all | ▾

Inbox

To help protect your privacy, some content in this message has been blocked. To re-enable the blocked features, [click here](#).

To always show content from this sender, [click here](#).

Good Morning Mary and Ms.Velazquez,

We appreciate the potential opportunity to support the New Haven Early Childhood Development, Play Based Summer Institute. The overview document that you shared was very helpful and outlines experiences that are very aligned to the work we had the pleasure of partnering with the EC district team on during the 2017-2018 school year. That project was done in collaboration with a variety of stakeholders and included drafting a vision for Early Childhood. We also made two presentations to the Early Childhood Council to share the district's great work around developmentally appropriate practices.

Our daily rate is \$5200 for a full professional learning day servicing up to 50 educators. We'd be happy to set up a call to talk through our design process and provide any additional information. Please let us know a time that works best for you.

We look forward to hearing from you.

Best,

Davia

Davia Brown Franklyn

Senior Director of Partnerships



Bank Street College of Education

Bank Street Education Center

610 W.112th

New York, NY 10025

On Mon, May 6, 2019 at 3:38 PM VELAZQUEZ, IVELISE <IVELISE.VELAZQUEZ@new-haven.k12.ct.us> wrote:

Good afternoon, Ms. Brown-Franklyn,

Reply all | Delete | Junk | ...

We are implementing a small developmental, play-based pilot this summer and would like to provide professional learning to 21 classroom teachers, 2 administrators, 4 instructional coaches and 11 paraprofessionals.

I am attaching the a document describing the program.
We hope to provide the training on June 24-28, 2019.

Please feel free to call me if you need more information. We are looking for an initial quote and we can circle back to discuss the proposal in more detail.

Ivelise Velazquez
Deputy Superintendent
NEW HAVEN PUBLIC SCHOOLS
203/494-5430

From: DERWIN, MARY
Sent: Monday, May 6, 2019 1:20 PM
To: Davia Brown-Franklyn
Cc: VELAZQUEZ, IVELISE
Subject: Rate Request

Good morning Davia,

I just left a meeting with Dr. Birks, Superintendent of NHPS, regarding play-based learning in Pre-K to Grade 3.

Would it be possible for you to give me Bank Street's daily rate for providing full day professional learning. We want to do two, four-day summer institutes and are looking at reallocating some grant funds and need to speak to the board with some authenticity. We are just beginning to plan for next year! The goal is to move forward expanding and building upon the work we have already begun together. I don't need anything formal at this point, certainly an email would suffice. We can plan to talk in the next few weeks. Feel free to call if you have any questions 203- 980-5065.

Best,
Mary Derwin

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Reply all | Delete | Junk | ...

RE: Quote for June 24-28



Stone, Mary <MStone@aces.org>

Tue 5/7, 10:25 AM

VELAZQUEZ, IVELISE; DERWIN, MARY; Freel, Emily <efreel@aces.org>

Reply all |

Inbox

Flag for follow up. Completed on Tuesday, May 07, 2019.

Hi Evie:

Thank you for your patience. In professional development situations with over 30 attendees, we would use 2 professional learning specialists to ensure meaningful active learning opportunities. The daily rate for full day and 2 specialists would normally be \$2200 (\$1100 per day/per specialist) However, as ACES has several contracts with the New Haven Public Schools, we would be able to offer 2 specialists for the time period of June 24 – June 28 at a daily rate of \$1500 for 30 attendees or more. In the event you have less than 30 people attend, we could reduce to 1 specialist at a daily rate of \$1000 per day.

I would be happy to discuss by phone if that is convenient for you, please let me know of a time that works. Thank you for contacting me and I hope we can work together.

Mary Stone
Professional Learning Specialist
ACES Early Childhood Services
205 Skiff Street
Hamden, CT 06517
203-407-4423

www.aces.org
mstone@aces.org

From: VELAZQUEZ, IVELISE <IVELISE.VELAZQUEZ@new-haven.k12.ct.us>
Sent: Monday, May 6, 2019 10:09 AM
To: Stone, Mary <MStone@aces.org>
Cc: DERWIN, MARY <MARY.DERWIN@new-haven.k12.ct.us>
Subject: Quote for June 24-28
Importance: High

EXTERNAL MAIL

Good morning Mary,

I would like to speak with you about a quote (an email will suffice) for four days of professional development series on developmental, play-based early learning, preschool thru third grade.

Reply all | Delete | Junk | ...

How to plan for four hour days during July 1 through July 26th?
How to conduct observation protocols to assess students' performance?
How to plan student centered, choice activities?
How to use inquiry to launch units of study?
How to set up a room for center-based learning?
How to incorporate movement and out-door learning into daily activities?

Please give me a call when you are available to discuss. I am hoping for an initial quote that we can work off as soon as possible, so perhaps we can start with just a daily rate for the four day session, 8:30-3:30 each day, June 24-June 28.

Evie
203/494-5430

Ivelise (Evie) Velazquez
Deputy Superintendent
NEW HAVEN PUBLIC SCHOOLS
54 Meadow Street, 5th Flr
New Haven, CT 06519
203.494.5430
ivelise.velazquez@nhboe.net





NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Kevin Moriarty, IT Manager
Re: Finance and Operations Agenda Item Request/Approval
SchoolNet Agreement for FY 2019-20
Meeting Date: May 20, 2019

Executive Summary:

Approval is requested for an Agreement is requested for an agreement between the New Haven Board of Education and NCS Pearson Inc., 5601 Green Valley Drive, Bloomington, MN 55467 to continue to provide our Student Management Information System (SMIS) to New Haven Public Schools, from July 1, 2019 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost: An amount not to exceed: **\$134,450.**

Funding Source: 2019-2020 Operating Budget – Assessment Department
Account #19041900-56694:

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

Schoolnet Student Management Information System (SMIS) is strategically aligned with District goals with seamless integration with PowerSchool (SIS) and connecting current student data with historical data warehouse starting back in 2002.

2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?

Schoolnet has been very effective as a system of student data connected with Benchmark Assessments, Student Profiles and a robust reporting system that allows custom reports.

3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.

Schoolnet does hold a Sole Source letter with the City Purchasing Department (#29177). Since 2011, PowerSchool and Schoolnet were under (1) NCS Pearson agreement. In August 2015, PowerSchool product line split from NCS Pearson, rendering current agreement void. Schoolnet is a unique suite of integrated software, pre-loaded content and services in the marketplace.

Last year's agreement is attached. New Agreement will be drafted upon approval.



Pearson

INVOICE

Customer Bill-to:

New Haven Public Schools
54 MEADOW ST
New Haven, CT 06519-1783

Attention:
Accounts Payable

Customer Ship-to:

New Haven Public Schools
54 MEADOW ST
New Haven, CT 06519-1783

NCS Pearson, Inc.

100 South Fifth Street
Suite 1075

Minneapolis, MN 55402

Tel: 1-800-843-0019

Email:

credit@pearson.com

Tax ID No.:

41-0850527

Invoice Number : 2864

Date : 01-MAY-2019

Due Date : 30-JUL-2019

Payment Terms : NET 90

Customer Account : 551233

Contract Number/EP ID : 3310696

Currency : USD

Shipment Terms :

Purchase Order Number :

Number of Pages : Page 1 of 2

Terms And Conditions : <https://www.pearson.com/social-impact/sustainability/policies---downloads/terms-conditions-for-sales-orders.html>

Total Ordered Quantity (No. Of Items) :	3
Net Amount :	USD \$134,450.00
Tax Total :	USD \$0.00
Invoice Total :	USD \$134,450.00
Amount Due :	USD \$134,450.00

REMITTANCE INFORMATION

Make Checks Payable to:

NCS Pearson, Inc.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Bank Wire to:

Bank Name	Bank of America N A
ABA ACH No	071000039
ABA Wire No	026009593
SWIFT Code	BOFAUS3N
A/C No	8188105388
Bank Account Name	NCS Pearson, Inc.

Always quote your invoice number when paying



Pearson

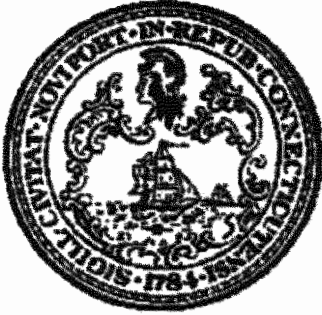
Invoice Number: 2864							Page 2 of 2		
Contract Number	PO Number	Item Number	Item Description Start Date/End Date	Quantity	List Price	Discount	Net Price	Tax	Line Total
3310696-04-MAR-19 22:25:07		IMSMANT	Schoolnet IMS Maintenance & Support:01-JUL-19:30-JUN-20 01-JUL-2019 / 30-JUN-2020	1	81,200.00	*	81,200.00	0.00	81,200.00
3310696-04-MAR-19 22:25:07		6000323	Schoolnet Annual Client Services Support:01-JUL-2019:30-JUN-2020 01-JUL-2019 / 30-JUN-2020	1	43,000.00	*	43,000.00	0.00	43,000.00
3310696-04-MAR-19 22:25:07		0150009135	Pearson Formative Item Bank Subscription Licenses:01-JUL-2019:30-JUN-2020 01-JUL-2019 / 30-JUN-2020	1	10,250.00	*	10,250.00	0.00	10,250.00

*** IMPORTANT CUSTOMER MESSAGES ***

Invoice Total	Subtotal	Total Other Charges	Total Tax	Invoice Total
	USD	USD	USD	USD
	\$134,450.00	\$0.00	\$0.00	\$134,450.00

Terms Details-

Term ID:	Term Name:	Start Date:	End Date:	Census Date:
	NEW HAVEN PUBLIC SCHOOLS	01-JUL-2019	30-JUN-2020	



**MEMORANDUM
BUREAU OF PURCHASES
CITY OF NEW HAVEN**



Michael V. Fumiatti, Purchasing Agent
200 Orange Street, New Haven,
Connecticut 06510
Telephone (203) 946-8201
Facsimile (203) 946-8206

SLSRC #29177

DT: March 24, 2016

TO: William Clark
BOE

FR: Michael V. Fumiatti
Purchasing Agent

RE: Sole Source – Pearson – School Net Instructional Management Suite

I have received and reviewed your sole source request for the above referenced vendor and purpose. This vendor has over 14 years of historical data at eh New Haven BOE. The product is unique and proprietary to Pearson

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above vendor as the "Sole Source" vendor for the above referenced purpose. Please include this sole source number in the vendor sourcing notes of your requisition.

While all else remains the same, this Sole Source does not expire

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alderman approval.

Any questions, please feel free to contact me @ x8207.

cc: Accounts Payable
Carl Carangelo – BOE
Sonia Flanagan - BOE
File



Michael J. Pinto
Chief Operating Officer

NEW HAVEN PUBLIC SCHOOLS

Tel: 475-220-1590
 Fax: 203-946-7468

May 28, 2018

Laura Cain, Ed.D.
 Director - School Assessments
 NCS Pearson, Inc.
 5601 Green Valley Drive
 Bloomington, MN 55437

Re: Exercise of 4th Option to Renew Contract for the Period of July 1, 2019 to June 30, 2020 for SchoolNet

Dear Ms. Cain,

The New Haven Board of Education wishes to formally exercise the fourth option to renew the above referenced agreement.

The new period shall run from July 1, 2019 to June 30, 2020. The annual fee for one-year term shall be One Hundred Thirty Four Thousand Four Hundred Fifty Dollars and No Cents (\$134,450.00), for Student Management Information System Software. This sum will be available from account number 190-41900-56694.

All other terms and conditions of the original Agreement dated April 28, 2016 shall apply.

If there are any questions or concerns, do not hesitate to contact me at 475-220-1590.

I remain,

Very truly yours,

Michael Pinto

In Conformity: _____

Laura Cain, Director
 School Assessment
 NCS Pearson, Inc.

/sf

Cc: Juanita Mazyck
 Kevin Moriarty



William F. Clark
Chief Operating Officer

New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Tel: 475-220-1590
Fax: 203-946-7468

March 26, 2018

Claire Murphy-Ernst
Vice-President
NCS Pearson, Inc.
5601 Green Valley Drive
Bloomington, MN 55437

Re: Exercise of 3rd Option to Renew Contract for the Period of July 1, 2018 to June 30, 2019 for SchoolNet

Dear Ms. Murphy-Ernst,

The New Haven Board of Education wishes to formally exercise the third option to renew the above referenced agreement.

The new period shall run from July 1, 2018 to June 30, 2019. The annual fee for one-year term shall be One Hundred Thirty Four Thousand Four Hundred Fifty Dollars and No Cents (\$134,450.00), for Student Management Information System Software. This sum will be available from account number 190-41900-56694.

All other terms and conditions of the original Agreement dated April 28, 2016 shall apply.

If there are any questions or concerns, do not hesitate to contact me at 475-220-1590.

I remain,

Very truly yours,

William F. Clark

In Conformity:

~~Claire Murphy-Ernst, Vice-President
NCS Pearson, Inc.~~

Bob Sanders, Vice-President
NCS Pearson, Inc.

/sf
Cc: Juanita Mazyck
Kevin Moriarty



William F. Clark
Chief Operating Officer

New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Tel: 475-220-1590
Fax: 203-946-7468

May 15, 2017

Claire Murphy-Ernst
Vice-President
NCS Pearson, Inc.
5601 Green Valley Drive
Bloomington, MN 55437

Re: Exercise of 2nd Option to Renew Contract for the Period of July 1, 2017 to June 30, 2018 for SchoolNet

Dear Ms. Murphy-Ernst,

The New Haven Board of Education wishes to formally exercise the second option to renew the above referenced agreement.

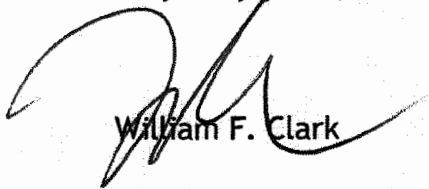
The new period shall run from July 1, 2017 to June 30, 2018. The annual fee for one-year term shall be One Hundred Thirty Four Thousand Four Hundred Fifty Dollars and No Cents (\$134,450.00), for Student Management Information System Software. This sum will be available from account number 190-41900-56694.

All other terms and conditions of the original Agreement dated April 28, 2016 shall apply.

If there are any questions or concerns, do not hesitate to contact me at 475-220-1590.


I remain,

Very truly yours,



William F. Clark

In Conformity:



Claire Murphy-Ernst, Vice-President
NSC Pearson, Inc.

/sf

Cc: Juanita Mazyck
Kevin Moriarty



William F. Clark
Chief Operating Officer

New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Tel: 475-220-1590
Fax: 203-946-7468

June 7, 2016

Claire Murphy-Ernst
Vice-President
NCS Pearson, Inc.
5601 Green Valley Drive
Bloomington, MN 55437

Re: Exercise of First Option to Renew Contract for the Period of July 1, 2016 to June 30, 2017 for SchoolNet

Dear Ms. Murphy-Ernst,

The New Haven Board of Education wishes to formally exercise the first option to renew the above referenced agreement.

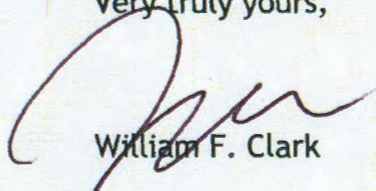
The new period shall run from July 1, 2016 to June 30, 2017. The annual fee for one-year term shall be One Hundred Thirty Four Thousand Four Hundred Fifty Dollars and No Cents (\$134,450.00), for Student Management Information System Software. This sum will be available from account number 190-41900-56694.

All other terms and conditions of the original Agreement dated April 28, 2016 shall apply.

If there are any questions or concerns, do not hesitate to contact me at 475-220-1590.

I remain,

Very truly yours,

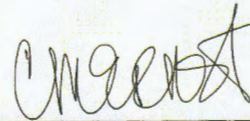


William F. Clark

/sf

Cc: Valerie Stone
Carl Carangelo
Kevin Moriarty

In Conformity:



Claire Murphy-Ernst, Vice-President
NSC Pearson, Inc.

**EXECUTED
ORIGINAL**

**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
NCS PEARSON, INC.
FOR
PROFESSIONAL SERVICES
REGARDING
STUDENT MANAGEMENT INFORMATION SYSTEM (SCHOOLNET)**

PART I

This Agreement, consisting of Parts I and II, entered into this 28 day of April, 2016, effective the 1st day of July 2015, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and NCS Pearson, Inc, Inc., with offices at 5601 Green Valley Drive, Bloomington, MN 55437 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has heretofore determined that it required the services of an information systems consultant to provide solutions for the New Haven Public Schools Student Management Information System (SMIS); and

WHEREAS, the City Purchasing Agent has designated the Contractor as the Sole Source for such unique solution; and

WHEREAS, the Board has selected the Contractor and the Contractor agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, funds for this Agreement are available from account number 190-41900-56694, Contract/Agreement Purchase Order (CAPO) No. 91340201-00 FY 2016

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

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor 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 Kevin Moriarty or such other person as he shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be Matt Abbatiello, and such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a professional and workmanlike manner at mutually agreed upon times and locations. In the event that the services are not performed in such a manner, Contractor shall, upon receipt of written notification from the Board setting forth in detail the deficiencies in any services, make such revisions or modifications to its work, at its own cost and expense, so that such services are consistent with the terms of this Agreement; Provided, However, the Contractor 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 Contractor.

202. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board for review and approval. The Board shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor 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.

203. In performing the services required under this Agreement, the Contractor shall consult with Kevin Moriarty, 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.

204. The services to be performed by the Contractor shall consist to provide Student Management Information System Software also known as SchoolNet to the New Haven Public Schools. The SchoolNet Student Management Information System and Services shall be provided in accordance with the terms and conditions set forth in the Exhibit As attached hereto and incorporated herein by reference. In the event that any provision of said Exhibits conflicts with Part I or Part II of this Agreement, Part I or Part II shall be controlling.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor 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 Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be mutually agreed by the parties.

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 terminate on June 30, 2016.

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 Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, which may be required to be delivered to the Board as part of the services. Notwithstanding the foregoing, the Board acknowledges and agrees that in the event that it terminates this Agreement for any reason other than Contractor's default, it shall not be entitled to a refund for any prepaid amounts associated with software maintenance or hosting.

404. In the sole and exclusive option of the Board this Agreement may be renewed for four (4) additional one year term, on the pricing basis set forth in Exhibit B.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for its performance of the services required under Section 2 of this Agreement in a maximum amount not to exceed One Hundred Thirty Four Thousand Four Hundred Fifty Dollars and Zero Cents (**\$134,450.00**).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payment to the Contractor under this Agreement shall be made by the Board on approval of a payment requisition certified by a principal of the Contractor submitted to the Board upon execution of this agreement.

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

SECTION 6: INSURANCE

601. The Contractor shall indemnify, defend and save harmless the City and its officers, agents, and employees from and against all actions, lawsuits, claims, damages, losses, judgments, liens, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting directly or indirectly from the performance of services of the Contractor set forth under this Agreement.

602. The Contractor shall carry (i) Commercial General Liability Insurance with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence for all damages arising out of bodily injury, personal injury and property damage liability; Products / Completed/Operations One Million Dollars and No Cents (\$1,000,000.00) aggregate and each annual aggregate limit shall not be less than One Million Dollars and No Cents (\$1,000,000.00); (ii) Automobile Liability Insurance with respect to any owned, non-owned or hired vehicles in the amount of One Million Dollars and No Cents (\$1,000,000.00) per accident for bodily injury and property damage; and (ii) Workers Compensation and Employer's Liability Insurance, as required by law, for all operations it performs under this Agreement. Contractor hereby waives subrogation with respect to all of the foregoing policies and the City shall be named both certificate holder and, except for the Workers Compensation policy, additional insured on such policies. The Contractor shall also carry professional liability or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per wrongful act to cover the work performed under this Agreement. The Contractor shall furnish the City with a certificate of insurance evidencing that it has complied with the obligations under this Section 6. Any certificate required under this Section 6 shall specifically reference this Agreement and/or the services provided hereunder and shall confirm that the City will receive timely prior written notice of cancellation in accordance with the applicable policy provisions.

603. The Contractor shall be solely responsible for all premiums required under this Section 6. Upon request, the Contractor will promptly provide the City with a copy of any insurance policy that is required by this Section 6. It is understood that the Contractor shall not change the terms and conditions of any insurance policy required under this Section 6 except upon the prior written approval of the City, which approval shall not be unreasonably withheld. "Tail" Coverage: If any of the required liability insurance is on a claims made basis, "tail" coverage (Extended Reporting Period) will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its Retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract.

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 Contractor 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 Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor 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 Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, 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 Contractor, 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:

Contractor: Claire Murphy-Ernst, VP
NCS Pearson, Inc.
5601 Green Valley Dr.
Bloomington, MN 55437

Board: Kevin Moriarty, IT Manager
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

Donna Slanigan

NEW HAVEN BOARD OF EDUCATION

BY: *Toni N. Harp*
Toni N. Harp
President

WITNESS:

Paula Hatal

NCS PEARSON, INC.

BY: *Claire Murphy-Ernst*
Claire Murphy-Ernst, Vice-President
Duly Authorized



EXHIBIT A

AGREEMENT

THIS AGREEMENT ("Agreement"), entered into January 27, 2016 and effective July 1, 2015, is by and between NCS Pearson, Inc., a Minnesota corporation ("Pearson") and New Haven Board of Education ("Board").

WHEREAS, Board wishes to obtain, and Pearson wishes to provide to Board, certain Pearson products and related services ("Pearson Products and Services");

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Pearson shall make available the Pearson Products and Services to Board in accordance with the terms and conditions set forth on Exhibit A (the "Licensed Product Agreement"), which is attached hereto and incorporated herein by reference.
- 2. The specific Pearson Products and Services being ordered pursuant to this Agreement are as set forth on Exhibit B (the "Order Schedule"), which is attached hereto and incorporated herein by reference.
- 3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, Pearson and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

New Haven Board of Education

NCS PEARSON, INC.

By: Toni W. Harp

By: Claire Murphy-Ernst

Name: Toni W. Harp

Name: Claire Murphy-Ernst

Title: Board President

Title: Vice President, Pearson

Date: 4/25/16

Date: May 12, 2016

LICENSED PRODUCT AGREEMENT - SCHOOLNET SOFTWARE

1. **DEFINITIONS.** NCS Pearson, Inc., the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "Pearson." The school, school district or other entity licensing Licensed Product is referred to herein as "Licensee." Pearson and Licensee may each be referred to herein as a "Party" and collectively as the "Parties." This Licensed Product Agreement is referred to herein as the "Agreement." In addition, the following terms when capitalized herein shall have these agreed-upon meanings:

1.1. **Documentation** means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by Pearson with respect to Licensed Product, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to Licensed Product.

1.2. **Embedded Applications** means software developed by third parties that may be embedded in or bundled with the software developed by Pearson as part of Licensed Product.

1.3. **Errors** shall mean a reproducible failure of Licensed Product to operate in accordance with its then-current Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet Pearson's then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.

1.4. **Fix** shall mean a patch, service pack or corrective update of Licensed Product that Pearson may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation.

1.5. **Improvements** means any derivatives, corrections, fixes, enhancements, updates or other modifications to Licensed Product, whether made by Pearson, Licensee or any third party.

1.6. **Item Bank** means any item bank licensed to Licensee by Pearson, including, without limitation, any individual items, materials associated with such items such as reading passages and graphics, and scoring materials contained within or associated with the Item Bank.

1.7. **Licensee Data** means Licensee data within the Licensed Product.

1.8. **Licensed Products** means all software (including Embedded Applications), Item Banks and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product shall not include any Third Party Software.

1.9. **Licensed Sites** means those sites for which Licensee has paid applicable license fees for Licensed Product and at which Licensee is authorized to utilize Licensed Product, as specified in writing by Pearson in Pearson's acknowledgment of Licensee's order or otherwise.

1.10. **New Products** shall mean new products, programs or modules developed by Pearson that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by Pearson. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of Pearson's then-current license agreement only after payment of applicable fees.

1.11. **New Version** shall mean an updated version of Licensed Product issued by Pearson, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that Pearson may, in its discretion, develop and deem ready for distribution and that Pearson standardly provides to all customers with a current support subscription to such Licensed Product.

1.12. **Student Information** means all personally identifiable information concerning and related to Licensee's students.

1.13. **Third Party Software** means any software product designated as Third Party Software by Pearson, and any related documentation supplied to Licensee. Any product designated as Third Party Software is licensed by an entity other than Pearson, under different license terms than those set forth herein. Third Party Software is different from Embedded Applications in that Pearson licenses the Embedded Applications to Licensee as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Pearson is not the licensor of Third Party Software.

2. LICENSE GRANT.

2.1. **Basic Terms.** Subject to the terms and conditions of this Agreement, Pearson grants to Licensee a restricted, personal, non-exclusive, non-transferable license to use Licensed Product to support its school administrative functions, only at the Licensed Sites. Such license shall be perpetual, unless it is specified in Pearson's price quotation or proposal to Licensee that Licensee's license will be limited to a specified length of time, or unless this license is terminated under the provisions of this Agreement. In no event may Licensed Product be: (a) used other than at the Licensed Sites; (b) made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (c) used to perform service bureau functions for third parties or to process or manage data for locations other than the Licensed Sites. Licensed Product will be provided by Pearson and may be used by Licensee in

executable code form only; source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2. **Item Bank Specific Terms.** Notwithstanding anything in this Agreement to the contrary, Licensee expressly acknowledges that its license to the Item Bank shall be solely for the term set forth on Pearson's price quotation or proposal to Licensee and will in no event be perpetual. Subject to the terms and conditions of this Agreement, Licensee is granted a limited, non-exclusive, non-assignable, non-transferable license to access and use the content contained in the Item Bank solely for the Licensee's internal use for no more than the number of Licensee students as set forth on Pearson's price quotation or proposal to Licensee. In addition, Pearson will have the right throughout the Item Bank license term to delete or require the deletion by Licensee of specific items and/or passages from the Item Bank. If the Licensee licenses the NWEA formative assessment item bank from Pearson as part of this license, the Licensee may not use the NWEA items in either high stakes state assessments or for college admissions test preparation.

2.3. **Term License Renewal.** All term based licenses for Licensed Product, including any Services bundled with such Licensed Product, shall be renewed for successive periods unless either party provides written notice of non-renewal to the other party prior to the end of the then-current license term. If no notice of non-renewal is given by either party, Pearson will invoice Licensee for the applicable renewal fees for the subsequent license term. If Licensee pays the applicable renewal fees, then the license term will renew for the applicable license renewal term stated on Pearson's renewal invoice; otherwise, term based licenses for Licensed Product will terminate at the end of Licensee's current license term.

2.4. **Copies.** Licensee shall not make copies of or otherwise reproduce any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee's internal use of any Documentation delivered by Pearson to Licensee. Licensee shall retain and include all of Pearson's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

3. PROPRIETARY RIGHTS.

3.1. **Intellectual Property Rights.** Licensed Product is proprietary to Pearson and/or third parties and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product, are and shall remain the property of Pearson or their other owners, as applicable. Pearson owns or licenses all intellectual property and proprietary rights in and to Licensed Product, now or hereinafter existing, and any Improvements to Licensed Product, whether made by Pearson, Licensee, or by any third party. Except as set forth herein, Licensee has no right, title or interest in or to Licensed Product. Licensee shall not (and shall not permit any employee, contractor or other party to) (i) do anything to infringe upon, harm or take any action contrary to, or that would diminish or contest the validity of, any ownership rights in the Licensed Product; (ii) remove or alter any copyright, trademark or patent notices that appear on any portion of the Licensed Product; (iii) copy, rent, lease, sublicense, distribute publicly, modify, or create derivative works based on the Licensed Product or otherwise commercially exploit the Licensed Product; or (iv) reverse engineer, decompile, disassemble or otherwise reproduce Licensed Product. Licensee's rights in Licensed Product will be limited to those expressly granted herein, and Pearson reserves all rights not expressly granted in this document.

3.2. **Confidentiality.** Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall not transfer, assign, provide or otherwise make Licensed Product available to any other party without the prior written consent of Pearson. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this Agreement shall be void. Licensee shall notify Pearson immediately in writing of any unauthorized use or distribution of Licensed Product of which Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product for which Pearson makes available passwords or other user identification technology to access such Licensed Product, Licensee shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

3.3. **Modifications.** Licensee shall not, and shall not allow any third party to, modify, decompile, disassemble or reverse engineer Licensed Product or attempt to create source code for Licensed Product by any means without Pearson's express written authorization.

4. **SERVICES.** If indicated in Pearson's proposal or quote to Licensee, Pearson shall also provide such support, hosting, and professional services (each a "Service", and collectively the "Services") as are reasonably required to enable the Licensee to utilize the Software during the Term and/or as may be set forth in one or more project plans, statements of work, and/or implementation schedules as mutually agreed upon by Pearson and Licensee in writing.

4.1. **Support Services.** Pearson, or an entity under contract with and authorized by Pearson to provide Support Services as defined below, will provide Support Services for Licensed Product during the term of such Support Services ("Support Term") "Support

Services" shall include: (a) telephone and e-mail support; (b) access to an online support website, as maintained by Pearson for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by Pearson in its discretion to address Errors that Licensee is experiencing in using Licensed Product; and (d) New Versions, as developed and made generally available by Pearson. Support Services do not include New Products. Pearson determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing Licensed Product functionality are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription). In order to receive Support Services described herein, Licensee must purchase appropriate training regarding the use and operation of Licensed Product. Telephone and e-mail support may be limited to a specified number of authorized representatives of Licensee who have been appropriately trained.

4.2. Hosting Services. Unless otherwise agreed by Pearson in writing, all licenses for Licensed Product shall be hosted by Pearson. If Licensee has purchased a perpetual license to Licensed Product (exclusive of the Item Bank, which is solely licensed on a term basis) and elects to deploy such Licensed Product on its own servers it shall provide Pearson no less than thirty (30) days prior written notice of such election. Licensee will be solely responsible for the cost of all hardware, software and server configurations required to deploy such Licensed Product on Licensee-owned servers. Pearson will use commercially reasonable efforts to assist Licensee with the transition of Licensed Product from Pearson controlled servers to Licensee's servers; provided, however, Licensee shall pay Pearson's then-standard fees for professional, technical or other services provided by Pearson in connection with the transition and any ongoing local deployment of the Schoolnet Licensed Product. Licensee acknowledges that it shall remain responsible for all hosting fees due and payable to Pearson related to Licensed Product for which Licensee has elected to deploy on Licensee's servers and that any such fees are non-refundable.

4.3. Professional Services. In addition to providing Support Services during the Support Term, Pearson will perform such other professional services, including, without limitation, training, installation, consulting, and project management services, as may be specified in Pearson's written acknowledgment of Licensee's order, or as may be subsequently agreed upon by the Parties; provided that Pearson may, at its option, arrange for any such services to be performed by another entity on behalf of Pearson. Licensee agrees to pay for such services at the rates and charges specified in Pearson's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and Pearson for such subsequent work. Pearson reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any services, or to require prepayment of certain services. Unless otherwise specified, all rates quoted are for services to be performed during Pearson's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay Pearson for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. Pearson reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in Pearson's acknowledgment of Licensee's order shall apply to those services originally ordered; however, Pearson reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by Pearson; any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited. Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by Pearson if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that Pearson has scheduled at Licensee's request.

4.4. Ownership of Materials. Pearson shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee pursuant to this Agreement or any associated statement of work entered into by the Parties. Provided that Licensee pays Pearson all fees and expenses associated with the development and provision of such Deliverables, Licensee shall, during the term of this Agreement, have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent Pearson from providing any Deliverables to Pearson's other customers or third parties. Notwithstanding the foregoing, Pearson acknowledges and agrees that any Licensee Confidential Information, Student Information or Licensee Data that is incorporated into any Deliverable remains subject to the provisions of this Agreement.

4.5. Facilities. Licensee acknowledges that certain services are intended to be performed by Pearson off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable Pearson to perform such work.

4.6. Training. Pearson reserves the right to limit the number of persons permitted to attend any training class in accordance with Pearson's training standards.

5. FEES AND TAXES. Licensee agrees to pay Pearson, in accordance with Pearson's invoice terms, the fees charged for the Licensed Products and related support, services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on Pearson's net income. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon Pearson's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon Pearson's net income). Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing

set forth in any Pearson quotation or invoice is in United States dollars unless otherwise specified.

6. CONFIDENTIALITY. Pearson acknowledges that all Student Information and Licensee Data is Licensee's confidential information and agrees to use commercially reasonable efforts to maintain the confidentiality of such information that is disclosed to it in connection with this Agreement and to use such Licensee confidential information solely for the purposes of performing services hereunder. Pearson shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any student or personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of Pearson; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by Pearson; or (d) is disclosed without restriction by Licensee to any third party at any time. Licensee agrees that the terms of this Agreement, including all pricing for Pearson's products and services, shall be kept strictly confidential and not disclosed to any third party without the prior written consent of Pearson; provided, however, that Pearson's consent shall not be required if Licensee is required to disclose the provisions of this Agreement in order to comply with applicable public records laws. In addition, Licensee acknowledges that the pricing for Pearson's products and services are Pearson trade secrets and are exempt from disclosure under applicable law.

7. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE. Any software designated by Pearson as Third Party Software is provided to Licensee pursuant to a separate license agreement between Licensee and the third party supplier, which will be provided to Licensee by the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by Pearson, unless otherwise specifically provided under this Agreement. Only Sections 5, 7, 9 and 10 of this Agreement apply to Third Party Software and any related support and services set forth in this Agreement. In addition, Licensed Product may contain Embedded Applications. If any Embedded Applications require additional license terms, Pearson will make such terms available to Licensee and Licensee shall comply with such terms with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms shall govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Licensee acknowledges that if any open source software component is licensed under terms that permit Licensee to modify such component, and if Licensee does so modify such component, then Pearson will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

8. COMPATIBLE PLATFORMS/HARDWARE. Licensee is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access Licensed Product. Pearson will not be responsible for any incompatibility between Licensed Product and any versions of operating systems, hardware, browsers or other products not specifically approved by Pearson for Licensee's use with Licensed Product. Pearson will make written requirements available to Licensee at Licensee's request.

9. DISCLAIMER OF WARRANTIES. LICENSED PRODUCT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND PEARSON AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PEARSON DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, PEARSON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PEARSON OR A PEARSON REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.

10. LIMITATION OF LIABILITY. PEARSON SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO PEARSON HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF PEARSON RELATING TO SUPPORT SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO PEARSON DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES ON WHICH THE CLAIM IS BASED.

11. **INDEMNIFICATION.** Licensee shall indemnify and hold harmless Pearson and its licensors from and against any loss, damage, liability, claim or expense resulting from third party claims that any information or content (including any link to any website) input into, posted to or maintained on the System by Licensee or its Users or by Pearson at Licensee's request or direction (collectively, "Licensee Content") infringes or violates any patents, copyrights or other intellectual property rights of a third party, or that such Licensee Content is indecent, obscene, libelous, slanderous or illegal.

12. **CUSTOMER DATA.** Pearson shall have the right to use Licensee Data within the Licensed Product to provide the Services, improve the Licensed Product, and share results of best practices across its customer base, provided that Pearson shall remove any personally identifiable information concerning Student Information and maintain the confidentiality of such information. Licensee shall be responsible for the collection of all personally identifiable information concerning Student Information; verification of the accuracy of all Student Information; correction of any mistakes or other errors or inaccuracies to the Student Information; compliance with the Family Educational Rights and Privacy Act ("FERPA") and any other applicable federal, state and/or local statutes and legislation regarding Student Information; the use and integrity of the dissemination of all such Student Information; and any and all policies of the Licensee relating thereto.

13. TERMINATION.

13.1. **Termination for Breach.** Pearson shall have the right to suspend performance under this Agreement in the event that Licensee is in breach of any of its obligations under this Agreement. In addition, either Party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other Party, in the event the other Party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that Pearson shall have the right to terminate this Agreement immediately upon written notice in the event that Licensee breaches any of its obligations under Section 3. Licensee further acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to Pearson, Pearson shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

13.2. **Effects of Termination.** In the event of any termination of all or any portion of this Agreement, Licensee shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 7, 9, 10, 11, 12 and 13 shall survive termination of this Agreement. Immediately upon any termination of a license for any Licensed Product under this Agreement, Licensee shall, at its own expense, either return to Pearson or destroy all copies of such Licensed Product in its possession or control, and shall forward written certification to Pearson that all such copies of such Licensed Product have either been destroyed or returned to Pearson.

14. GENERAL.

14.1. **Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2. **General Provisions.** Neither Party shall be held liable to the other Party for failure of performance where such failure is caused by supervening conditions beyond that Party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the Parties. Licensee may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to Pearson, such notices shall be sent to: NCS Pearson, Inc., Attn.: Contracts Department, 3075 West Ray Road, Chandler, AZ 85226. In the case of notices to Licensee, such notices shall be sent to Pearson's address of record for Licensee. Either Party may change its notice address by notifying the other in like manner.

14.3. **Independent Contractor.** Pearson and its employees are independent contractors and not employees of the Licensee. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties.

14.4. **Export.** Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Licensee specifically agrees that Licensee will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

14.5. **U.S. Government Restricted Rights.** Licensed Product is a "commercial item" as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire Licensed Product only with those rights set forth herein.

14.6. **Entire Agreement.** This Agreement constitutes the complete and entire agreement between the Parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Licensee with respect to Licensed Product or any related support or services, and Pearson hereby refuses any such different or additional provisions in purchase orders or other documents. This Agreement shall not be subject to the Uniform Computer Information Transactions Act. This Agreement shall not be modified or amended without the written agreement of both Parties.

**EXHIBIT B
ORDER SCHEDULE**

1. LICENSE TO THE SCHOOLNET INSTRUCTIONAL MANAGEMENT SYSTEM (IMS)

- a. Board wishes to purchase annual maintenance and support of Schoolnet IMS, effective July 1, 2015 and shall terminate June 30, 2016. The initial term shall automatically renew for four (4) successive one year renewal periods provided Board has paid to Pearson all fees then due.
- b. The yearly fees for the maintenance and support of Schoolnet IMS will total \$124,200.

2. LICENSE TO THE PEARSON FORMATIVE ASSESSMENT ITEM BANK

- a. Pearson shall provide to Board, solely for its internal use and subject to the terms and conditions of the Agreement, a license to use the Pearson Formative Assessment Item Bank (PFAIB).
- b. The yearly license fees for the PFAIB will total \$10,250.

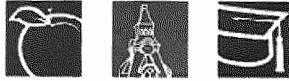
3. PRICING AND PAYMENT SCHEDULE:

- a. The total cost for the Software and Content Solutions and the Project Management Services are summarized in the table below:

	Year 1 7/1/15 - 6/30/16	Year 2 7/1/16 - 6/30/17	Year 3 7/1/17 - 6/30/18	Year 4 7/1/18 - 6/30/19	Year 5 7/1/19 - 6/30/20	Total
Software & Content Solutions						
Annual Maintenance Fee on Schoolnet IMS Perpetual Licenses	81,200	81,200	81,200	81,200	81,200	406,000
Pearson Formative Assessment Item Bank Annual License	10,250	10,250	10,250	10,250	10,250	51,250
Project Management Services						
Annual Client Services & Data Services Support (including travel)	43,000	43,000	43,000	43,000	43,000	215,000
TOTAL	\$ 134,450	\$ 134,450	\$ 134,450	\$ 134,450	\$ 134,450	\$ 672,250

- b. Payments for the renewal period will be due as follows:

Due Date	Payment Amount
March 1, 2016	\$134,450
July 1, 2016	\$134,450
July 1, 2017	\$134,450
July 1, 2018	\$134,450
July 1, 2019	\$134,450



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Carl Carangelo, Chief Internal Auditor
Re: F&O Agenda Item Request/Approval
Agreement for Student Accident Insurance
Meeting Date: May 20, 2019
cc: Juanita Mazyck, Karen Barnes

Executive Summary:

Approval is requested for an agreement by and between the New Haven Board of Education and H.D. Segur Insurance, P.O. Box 400, 156 Knotter Dr., Cheshire, CT 06410 to provide student accident insurance coverage to New Haven Public Schools, effective July 1, 2019 to June 30, 2020, with two options to renew.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

Total Cost of Policy is **\$58,062.00**

Funding Source: 2019-2020 Operating Budget
Account #: 190-43000-56683

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

This is necessary student accident insurance coverage for all New Haven Public School students.

2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?

H.D. Segur is the current underwriter for the City of New Haven. They have been very accommodating assisting the NHBOE with its insurance matters. Based on last year claims they were able to reduce premium significantly.

3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.

H.D. Segur was the only responder to our latest RFP of 2019. The new premiums result in a savings of \$29,008.00 compared to the current premiums.

Draft of new agreement is attached and will be finalized upon approval.

RFP SUBMISSION

City of New Haven, Connecticut

Project Name:	Student Accident Insurance
RFP #:	2019-04-1274
Honorable Toni N. Harp	Mayor
Michael V. Fumiatti, Sr	Purchasing Agent
RFP Submitted by	
Company Name:	HD Segur, Inc
Street Address:	156 Knotter Drive
City, State & Zip Code:	Cheshire, CT 06410
Contact Person:	Nancy Cosgrove
Contact Email:	nbc@hdsegur.com
Telephone #:	203-699-4568
Fax #:	203-271-2992



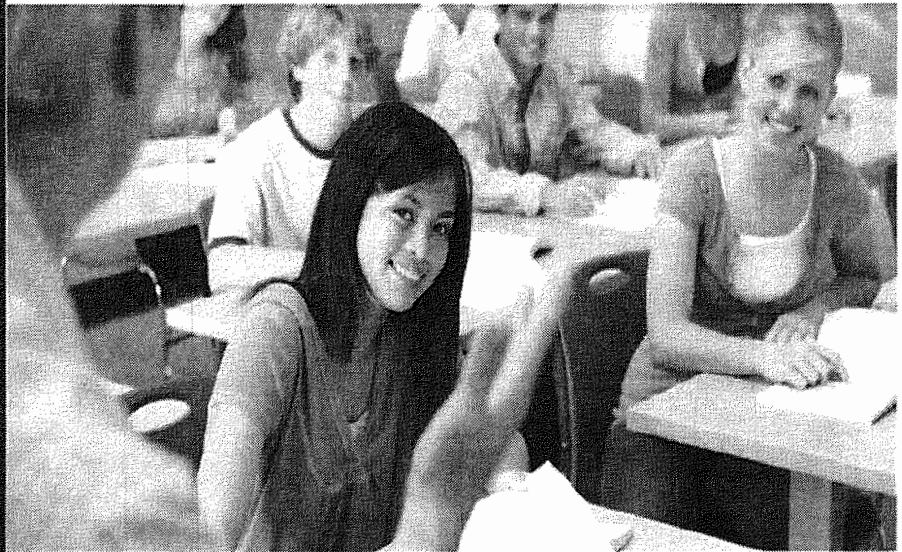
H.D. SEGUR
INSURANCE

 **ACRISURE** Agency Partner

P. O. Box 400
156 KNOTTER DRIVE
CHESHIRE, CT 06410
PHONE (203) 699-4500
FAX (203) 271-7081
WWW.HDSEGUR.COM

TOLL FREE 1-800-336-4496

CITY OF NEW HAVEN
BUREAU OF PURCHASES
200 ORANGE STREET
NEW HAVEN, CT 06510



REQUEST FOR PROPOSALS
STUDENT ACCIDENT INSURANCE

#2019-04-1274

CLOSING DATE: APRIL 30, 2019 – 11:00 A.M.

Partnering to protect your Schools & Community.



**Cost Proposal for RFQ#2019-02-1274
City of New Haven Student Accident Insurance**

A. Compulsory Student Accident Medical Insurance-Paid by Board of Education

Eligibility: All day students in grades pre-K through twelfth grade including injuries related to all junior and senior high school interscholastic sports including football, band, cheerleaders, majorettes, coaches, trainers, managers and related activities. Also included are children in Early Development Programs, School Volunteers, and Overnight Field Trips.

Type of Plan	Full Excess
Insurer	Chubb
Deductible	None
Accidental Medical Maximum Benefit	\$25,000
Benefit Period	2 Years
Total Premium	\$38,134

*Alternative first-dollar quotes were not provided as overall premium for Base and Catastrophic Plans would be the same.

B. Catastrophic Accident Medical Insurance-Paid by Board of Education

Eligibility: Same as Plan A. above except Volunteers not covered for catastrophic.

Type of Plan	Full Excess
Insurer	Chubb
Deductible	\$25,000
Accidental Medical Maximum Benefit	\$5,000,000
Benefit Period	10 Years
Total Premium	\$19,928

Total Student Accident Insurance Premium: \$58,062



C. Catastrophic Cash Benefit-Paid by Board of Education

Eligibility: Same as Plan A. above except Volunteers not covered for catastrophic

Student and Athletic Disability Benefit	\$500,000
Total Premium	Included in C. above
<u>Accidental Death</u>	\$10,000
<u>Accidental Dismemberment</u>	
Accidental Single Dismemberment	\$25,000
Accidental Double Dismemberment	\$50,000

*There is no separate premium for Accidental Death and Dismemberment Coverage. The premium is included in A. above.

D. Voluntary 24-Hour Accident Medical Insurance-Paid by Parent

Type of Plan	Primary
Accidental Medical Maximum Benefit	\$25,000
Annual Rate per Student	\$93.50
Annual Rate per Student-Dental	\$11.00

Specimen Policies Available Upon Request

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
H.D. SEGUR, INC.
FOR
STUDENT ACCIDENT INSURANCE**

**EXECUTED
ORIGINAL**

PART I

This Agreement, consisting of Parts I and II, entered into this ^{13th} day of August, 2018, effective the 1st day of July 2018, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and H.D. Segur, Inc., with offices at 156 Knotter Drive, Cheshire, CT 06410 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS the Board determined that it needed an agent to provide student accident and athletic insurance for New Haven public school students; and

WHEREAS the Contractor submitted a proposal dated May 10, 2016 in response to the RFP #2016-04-1086 and agreed to perform the services for the terms and conditions set forth therein; and

WHEREAS the Board and the Contractor entered into an Agreement dated August 26, 2016 (the "Original Agreement"); and

WHEREAS the RFP provided the Board with the sole and exclusive right to renew for two additional fiscal year on the same terms and conditions; and

WHEREAS the Board has determined to exercise the second option to renew the Original Agreement; and

WHEREAS, funds for this agreement are available from account number #190-44000-56683, Contract/Agreement Purchase Order (CAPO) No. 91390189-00 FY 2019.

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

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor 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 William F. Clark or such other person as he shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be Scott C. Sundberg, Vice President/Public Entity Division Manager or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board.

SECTION 2: SCOPE OF SERVICES

201. In performing the services required under this Agreement, the Contractor shall consult and meet with internal auditors and such other Board employees or officials as may be necessary or appropriate.

202. The services to be performed by the Contractor shall consist of providing accident insurance coverage to New Haven pre-k through twelfth grade public school children, including early development students and interscholastic athletics and football, as more specifically set forth in Exhibit A, attached.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor 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 Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor 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 terminate on June 30, 2019.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement for an amount not to exceed Eighty Seven Thousand Seventy Dollars and No Cents (\$87,070.00).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No costs, direct or indirect, shall be reimbursed by the Board.

SECTION 6: TERMS AND CONDITIONS

601. 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.

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

603. 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 Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

604. The Board and the Contractor 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.

605. 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.

606. 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.

607. 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.

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

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

610. 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 Contractor, 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:

Contractor: Scott C. Sundberg
Vice President/Public Entity Division Manager
H.D. Segur, Inc.
P.O. Box 400
156 Knotter Drive
Cheshire, CT 06410

Board: William F. Clark, COO
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESSES:

Donin Hangan

NEW HAVEN BOARD OF EDUCATION

BY:

[Signature]
Darnell Goldson, President
Duly Authorized

WITNESSES:

Lindsay Tub

H.D. SEGUR, INC.

BY:

[Signature]
Scott C. Sundberg, Vice President/
Public Entity Division Manager
Duly Authorized

Benefits Specifications Quoted

A. COMPULSORY STUDENT ACCIDENT MEDICAL INSURANCE PROGRAM

Base Plan Quote: Class 1 Coverage (All school sponsored and Supervised Activities, including, but not limited, to interscholastic sports and football)

Carrier: XL Catlin (AM Best Rated A)

Accident Medical Expense (AME): \$25,000 - Excess AD&D Benefit: \$15,000
(No Alternatives quoted available upon request if awarded)

Deductible: \$0

Benefit Period: Two years from the date of the accident Pre-Ex, HMO/PPO, Expanded Medical and H&C included Volunteer Workers Benefit: \$25,000 AME Deferred Dental Benefit: \$1,000

Premium: \$60,500

B. CATASTROPHIC ACCIDENT MEDICAL INSURANCE PROGRAM (INCLUDES C)

Cat Plan Quote: Class 1 Coverage (All school sponsored and Supervised Activities, including, but not limited, to interscholastic sports and football)

Carrier: XL Catlin

Accident Medical Expense (AME): \$5,000,000 - Excess AD&D Benefit: \$10,000
(No Alternatives quoted available upon request if awarded)

Deductible: \$25,000 (covered under the base plan) Benefit Period: Ten years from the date of the accident Pre-Ex, HMO/PPO, Expanded Medical and H&C included
PLUS: \$500,000 Cat Cash (Coma, Paralysis and Brain Death) Benefit included, in addition to the \$5M of accidental medical

Premium: \$26,570

C. SPECIAL GENERAL LIABILITY COVERAGE -

Not Available



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Michael Pinto, Chief Operating Officer
Re: F&O Agenda Item Request/Approval Agreement for Lobbying Services
Meeting Date: May 20, 2019
Cc: Juanita Mazyck, Karen Barnes

Approval is requested for an Agreement for Lobbying and related services on behalf of the Board of Education with DePino, Nunez and Biggs, LLC, (DNB) located at 1160, Townsend Avenue, New Haven, CT from July 1, 2019 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost: In an amount not to exceed \$50,000.00

Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56694

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:

The Board has historically and successfully leveraged the expertise of lobbying firms to assist in lobbying efforts with the State of Connecticut, agencies and elected officials. There are many aspects of the legislative cycle that require close monitoring and advocacy in order to maximize the potential benefit to the New Haven Board of Education particularly in the areas of funding support. There are also areas of the legislation where the Board could be strategically aided in order to influence language and application of laws, which can serve to maximize the positive impact for New Haven students. Over the years the strategic use of lobbying services has helped the Board to realize many millions of dollars in state funding and grants. In addition, the services have allowed the Board and its representatives to be actively at the table with decision makers during the legislative process to produce positive and supportive legislative results. Given the fiscal issues within the state it is critical that the Board have professional advocates monitoring our interests in Hartford throughout the legislative session.

2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?

DePino, Nunez and Biggs, LLC (DNB) have a demonstrated capacity and positive reputation of results for their clients. They represent many clients and interests across the state and have worked with the City of New Haven and Board of Education in the past effectively. DNB are currently advocating for changes to interdistrict funding and "racial isolation" definitions that will be a benefit to the New Haven Public Schools. They have responsibly and completely responded to a posted RFP and have demonstrated the skill and capacity to fulfill the requirements laid out. The firm is also New Haven based and the main staff member assigned to this work is a long-time New Haven resident with children attending NHPS who has great experience and positive relationships with both the local and state elected delegations.

3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.

This contract is fiscally sound in that it tracks the prior year costs for such services. This contract was bid during FY 2016-17 and DNB was the only respondent. The RFP had two options to renew which have been exercised. This agreement qualifies as an exempt professional services and based on the effective services of the vendor we are asking this agreement to be renewed at the same rate stipulated in the RFP response. DNB has helped the district track legislation to ensure the presence of key central office staff for critical appropriations meetings with legislators and state agents as well as to deliver testimony and comment when needed on legislation that may positively or negatively affect the District. I am confident that the lobbying efforts to date this past year have saved the District considerable revenue and will continue to pay dividends in tough budget times. Finally, maintaining continuity through the ongoing Budget discussions this summer is critical.

Last Year's agreement is attached. Corporation Counsel will draft the new agreement upon approval.

**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
DEPINO, NUÑEZ AND BIGGS, LLC
REGARDING
LOBBYING SERVICES**

**EXECUTED
ORIGINAL**

A-18-0854

PART I

This Agreement, consisting of Parts I and II, entered into this ^{24th} day of September, 2018, effective the 1st day of July, 2018, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and DePino, Nuñez and Biggs, LLC with offices at 1160 Townsend Avenue, New Haven, Connecticut 06512 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the services of lobbying firm to assist the Board in legislative advice and lobbying assistance; and

WHEREAS, the Contractor submitted its qualifications; and

WHEREAS, the Board has selected the Contractor and the Contractor has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, funds for this Agreement are available from Account 190-47000-56694, pursuant Purchase Order No. 91380188-01 FY 2019.

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

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor 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 *William F. Clark* or such other person as they shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be *Paul Nuñez, Partner*, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement.

105. Where the Contractor requires the use of a State Marshal to serve a party in New Haven County, the Contractor shall only utilize a marshal from the "Approved Marshal list" provided by the City.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor 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 Contractor 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 Contractor.

202. In performing the services required under this Agreement, the Contractor shall consult with the Corporation Counsel, and shall meet, as appropriate, with other Board or City of New Haven employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

203. The services to be performed by the Contractor shall be to represent the Board's interests before the Connecticut General Assembly, as more fully described as follows:

- a) The Contractor shall prepare correspondence and testimony, make appointments, monitor legislative activity, and communicate effectively with State legislators, General Assembly staff, Board representatives, and the City delegation and their staff, as well as political entities who share specific interests with the New Haven Board of Education. These activities shall be conducted in furtherance of the Board's legislative and executive agendas.
- b) The Contractor shall also provide the Board with monthly status reports concerning its activities on behalf of the Board.
- c) The Contractor will handle all required ethics and/or lobbying filings that may be required of the Board.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor 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 Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor 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 terminate on June 30, 2019.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; on-line research such as Lexis, WestLaw, Case Base, etc.; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; in-state travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement by the Board shall be made on a flat fee basis in the amount of Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$4,166.66) per month.

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

SECTION 6: INSURANCE

601. Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against

any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

602. See attached Rider which provisions, by this reference, are part of this Agreement as if fully incorporated herein.

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 Contractor 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 Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor 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 Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, 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 Contractor, 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:

CONTRACTOR: Paul Nuñez
DePino, Nuñez and Biggs, LLC
1160 Townsend Avenue
New Haven, Connecticut 06512

BOARD: William F. Clark
Chief Operating Officer
54 Meadow Street
New Haven, Connecticut 06519

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

1. *Sorin Hlavac*

2. _____

Approved as to Form and Correctness

KM Foster

**Kathleen M. Foster
Senior Assistant Corporation Counsel**

WITNESS:

1. *Patricia A. DeLino*

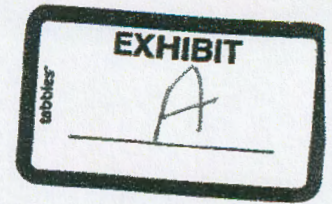
2. _____

**CITY OF NEW HAVEN
BOARD OF EDUCATION**

BY: _____
Darnell Goldson
Board President

DEPINO, NUÑEZ AND BIGGS, LLC

BY: _____
Paul Nuñez
Duly Authorized



Dear Members of the Board,

DePino, Nuñez, & Biggs is pleased to submit this application in response to the RFP #2017-08-1125. In our experience working on behalf of the City of New Haven DePino, Nuñez, & Biggs has become quite familiar with the challenges facing the New Haven school system and the legislative asks that come along with those. Firm partner Paul Nuñez has a direct interest in the success of the New Haven school system, with two young children currently attending.

DePino, Nuñez, & Biggs brings years of experience working in a bipartisan nature to educate legislators about various proposals and how effective they will be once implemented. Our firm excels in working with our clients to ensure they are well informed and can participate in the legislative process. Our firm can ensure the New Haven delegation is timely informed about the Board of Education's positions on legislation. In the past, we have worked to successfully attain "notwithstanding" language and bond funds. Our firm has experience working with the two of the main committees that are pertinent to your issues, the Appropriations and Education Committees. Moreover, our firm has very strong and influential bi-partisan contacts in both Republican and Democratic Caucuses. Our partners have a unique ability to reach key decision leaders on education issues for New Haven from both sides of the political aisle.

Finally, we are intimately familiar with the process and the procedures necessary to make initiatives by the New Haven Board of Education successful. As noted, we have gained that experience in our prior relationship with the New Haven Board of Education working in conjunction with the City of New Haven.

We encourage the honorable members of the board to explore our background, experience and strong work ethic on behalf of the education of our home city's children. Our firm is located in New Haven and our success is your success.

Please contact us for any further additional information or requests.

Sincerely,

A handwritten signature in black ink that reads "Paul Nunez". The signature is written in a cursive style with a large, stylized "P" and "N".

Paul Nunez, Partner

On behalf of DePino, Nunez, Biggs.

of the principles of the Governor proposed it gave the administration the sufficient leverage to get the reforms they sought to implement, passed.

Proposed Fee:

\$50,000 annual fee to be paid in monthly
Installments of \$4,166.66.

Ethics Registration and Filings

DePino, Nunez, Biggs will handle all necessary
Ethics filings on behalf of the firm and the
New Haven Board of Education



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee

From: Joseph Barbarotta, Executive Director
Facilities Department (AFB)

Re: F&O Agenda Item Request/Approval
4th Option to Renew Agreement with Doosan Fuel Cell America

Meeting Date: May 20, 2019

Executive Summary:

Approval is requested for a Fourth option to Renew an Agreement by and between the New Haven Board of Education and Doosan Fuel Cell America, Inc., 195 Governor's Highway, South Windsor, CT for a Preventative Maintenance Contract for One (1) 400KW Fuel Cell for Hill Central and Roberto Clemente schools Central Utility Plant for Fiscal Year 2019-20. This will be the 4th and last option to renew.

Amount of Agreement: In an amount not to exceed \$148,567.00

Funding Source: Capital Projects

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**
The fuel cell is integral to the energy savings of Roberto Clemente and Hill Central Schools. The CUP or Central Utility Plant provides electrical power to both schools separate of the electrical grid. Excess power is bought back by the utility company. Additionally the state has a program that returns "recs" back to the BOE based on actual usage.
- 2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
The contract provides a guarantee that the BOE will be credited at a 90% rate for any time the fuel cell is not operational. This is a huge benefit as it requires the vendor to maintain operation of fuel cell or they lose money for all the time it is down.
- 3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** This maintenance contract has saved the BOE substantial money over the five-year term. The fuel cell has been almost entirely restacked which amounts to about \$500,000 in savings and repairs.
LRECs Paid to City: \$60,000.00.

Annual Cost Avoidance after contract: approximately \$425,000.00

Renewal letter and original agreement are attached.



Michael J. Pinto
Chief Operating Officer

NEW HAVEN PUBLIC SCHOOLS

Tel: 475-220-1590
Fax: 203-946-7468

May 28, 2019

Mr. Mikyong Park
 Corporate Controller
 Doosan Fuel Cell America, Inc.
 195 Governor's Highway
 South Windsor, CT 06074

Re: To exercise 4th Option to renew Agreement for One Fuel Cell at Hill Central/Clemente Central Utility Plant for FY 2019-2020

Dear Mr. Park,

The New Haven Board of Education wishes to formally exercise the fourth option to renew the above referenced agreement.

The new period shall run from July 1, 2019 to June 30, 2020. The annual compensation amount for one-year term shall be One Hundred Forty-Eight Thousand Five Hundred Sixty Seven Dollars with No Cents (\$148,567.00). This sum will be available from Capital Projects Accounts.

All other terms and conditions of the original Agreement dated April, 2015 shall apply.

Kindly sign confirmation of this renewal below and return a copy to us at your convenience.

If there are any questions or concerns, please feel free to contact me at 475-220-1590. I remain,

Very truly yours,

IN CONFORMITY:

Michael Pinto, Esq.
 Chief Operating Officer

 Mikyong Park, Corporate Controller
 Doosan Fuel Cell America, Inc.

/sf
 Cc: Joseph Barbarotta
 Robyn Odei-Ntiri

Date: _____



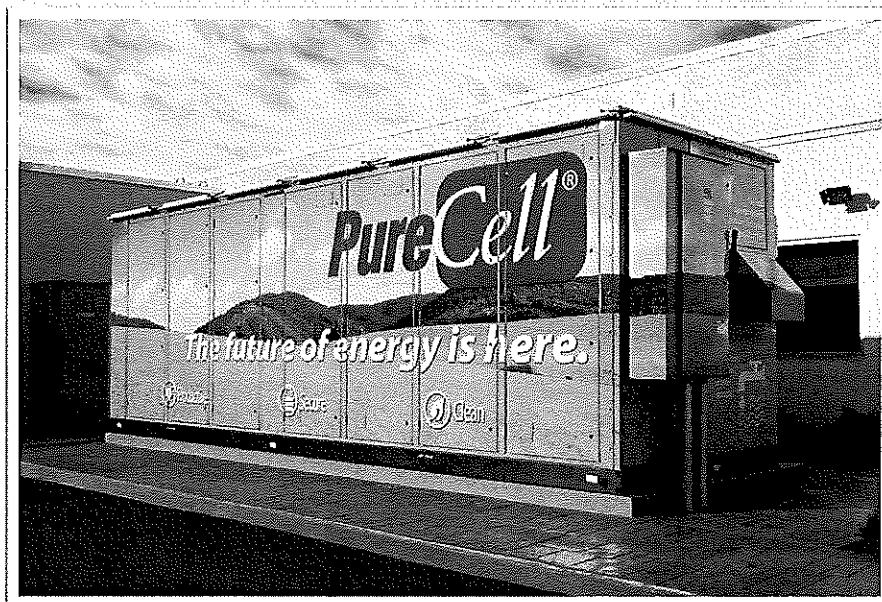
REV: MAR 2015

PURECELL® SYSTEM MODEL 400

COMPREHENSIVE SERVICES CONTRACT

FOR

CITY OF NEW HAVEN BOARD OF EDUCATION



Prepared by:

*Doosan Fuel Cell America, Inc.
195 Governor's Highway
South Windsor, CT 06074*

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DOOSAN CONFIDENTIAL

SERVICES CONTRACT

This **SERVICES CONTRACT** (the "Contract") is made and entered into as of April _____, 2015 (the, "Effective Date") by and between **Doosan Fuel Cell America, Inc.**, having an office and place of business at 195 Governor's Highway, South Windsor, Connecticut (hereinafter referred to as "Doosan") and **The City of New Haven Board of Education** having an office and place of business at 54 Meadow Street, Room 301, New Haven, CT 06510 (hereinafter referred to as "Customer"). Customer and Doosan are hereinafter referred to collectively as "Parties".

LOCATION OF SERVICES; THE "SITE"

Roberto Clemente School/Hill Central Schools Central Utility Plant, Dewitt Street, New Haven, CT 06510

DESCRIPTION OF THE "EQUIPMENT"

One (1) PureCell® Model 400 fuel cell, as more fully described in Appendix B.

THE MAINTENANCE SERVICES AND REPLACEMENT PARTS

Doosan shall perform the maintenance services described in the Scope of Services attached as Appendix A hereto (the "Maintenance Services or "Services"), in accordance with the terms of this Contract and any and all other documents incorporated herein by reference expressly applicable to Maintenance Services.

THE "CONTRACT PRICE" The annual payment for the Maintenance Services in the first year of the Term shall be **\$132,000** (the "Contract Price"); thereafter, in the event that the Contract is renewed, an annual escalation of three percent (3%) shall be applied to the Annual Services Payment on the anniversary date of the initial invoice for each renewal period (the "Renewal Price"), subject to additions and deductions authorized pursuant to this Contract. The Contract Price payment schedule is as follows:

<u>Year</u>	<u>Annual Services Payment</u>
<u>1</u>	<u>\$132,000</u>
<u>2*</u>	<u>\$135,960</u>
<u>3*</u>	<u>\$140,039</u>
<u>4*</u>	<u>\$144,240</u>
<u>5*</u>	<u>\$148,567</u>

**Subject to Annual Contract Renewal*

TERM

This Agreement shall become effective upon the Effective Date and shall continue for a one (1) year term (the "Term").

RENEWAL TERM

The Customer, at their sole discretion, shall have the option to renew the Contract annually, for the Renewal Price set forth above, for four (4) consecutive years ("Renewal Term"). Should the Customer wish to exercise their option to renew, they must give Doosan written notice no later than thirty (30) days prior to the expiration of the Contract.

NOTICES

Address all notices, which shall be made in the English language, by overnight or certified mail, return receipt requested, to:

DOOSAN:

Doosan Fuel Cell America, Inc.
195 Governor's Highway
South Windsor, CT 06074 U.S.A.
Attention: General Counsel

CUSTOMER:

City of New Haven
Board of Education
54 Meadow Street
New Haven, CT 06510

VALIDITY

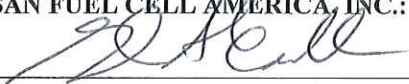
The Contract Price offered herein is only valid if this Agreement is executed by Customer and delivered to Doosan by **April 30, 2015** ("Offer Expiration Date"). If Doosan is not in receipt of this Agreement executed by Customer by the Offer Expiration Date, this Agreement, including the offer of the Contract Price, shall have no force and effect.

ACKNOWLEDGEMENT

This Contract, including the Scope of Services attached hereto and each attachment and other document appended hereto and expressly incorporated herein, if any, shall be the binding agreement between the Parties upon the execution hereof by an authorized representative of each of the Parties.

Acknowledged by:

DOOSAN FUEL CELL AMERICA, INC.:

By: 

Name: Glen Cobb

Title: Corporate Controller

Date: 5/13/15

CITY OF NEW HAVEN BOARD OF EDUCATION:

By: 

Name: CARLOS TORRE

Title: PRESIDENT - BOARD OF ED

Date: 5/13/15

STANDARD TERMS & CONDITIONS

INVOICING SCHEDULE FOR MAINTENANCE SERVICES

Doosan shall invoice Customer for the year one Annual Services Payment for Maintenance Services promptly after the Effective Date, and for each subsequent annual payment during the Term on the anniversary of the Effective Date. Customer shall pay Doosan, in addition to the Annual Services Payment, any and all sales and use taxes (except for income taxes), fees or added expenses directly resulting from new legislation, customs, duties or other new charges imposed by any government authority arising from the performance of the Maintenance Services, or otherwise under this Contract, and for which Doosan is held responsible for collection or payment, on behalf of Customer.

Is Customer a tax-exempt entity? Yes

If Yes, Customer must provide Certificate of Tax-Exemption.

INVOICING:

Invoices to the Customer shall be addressed as follows and invoices shall be deemed received on the date transmitted electronically by Doosan or, if sent by US Postal Service, three (3) business days after mailing:

City of New Haven
Board of Education
54 Meadow Street
New Haven, CT 06510
Attention: Purchasing and Contracts Officer

PAYMENT TERMS:

All payments made to Doosan shall be made in U.S. dollar funds by wire transfer of immediately available funds or by check in the required remittance amount without discount to a U.S. bank designated by Doosan for credit to Doosan's account. If payment is made by check Customer shall send the check to:

Regular/Overnight Mail

Doosan Fuel Cell America, Inc.
195 Governors Highway
South Windsor, CT 06074

If the payment is made by wire transfer, Customer shall transfer funds to Doosan's account at:

Bank of America Merrill Lynch
100 West 33rd Street,
New York, NY 10001
Account Name: Doosan Fuel Cell America, Inc.
Account Number: 1291844069
Routing/Transit for Wires: 026009593
SWIFT: BOFAUS3N

Payment terms are net thirty (30) days of invoice date and each payment will accrue interest from the date it is due until the date it is received by Doosan at a rate of zero (0) percent. Customer shall reimburse Doosan for any reasonable expenses, including reasonable attorneys' fees, incurred in collecting any overdue payments, and in no event shall the payment hereunder exceed any applicable federal or state usury laws. Doosan shall submit invoices for payment to Customer at the address indicated under the section herein entitled NOTICES, if any, or as otherwise directed in writing by Customer.

Doosan reserves the right to discontinue the Services at any time when payments are overdue, until all payments due to Doosan shall have been made, pursuant to the terms herein. Nothing shall serve to void or reduce Doosan's entitlement to payment for Services properly performed. Further, if Customer is late in paying two or more invoices and upon other reasonable evidence Doosan is insecure with respect to Customer's ability to perform Customer's obligations hereunder, Doosan may give notice to Customer to provide timely and reasonable further assurance of Customer's ability to perform. To the extent allowed by law, Doosan shall be entitled to payment from Customer of Doosan's reasonable legal expenses, including actual attorneys' fees, incurred in collecting any payment hereunder.

SERVICES AND MATERIALS:

Maintenance Services and Replacement Parts

Doosan shall perform and execute the provisions of this Contract as an independent contractor and shall not be an agent or employee of Customer. Doosan may provide any or all of the Maintenance Services required under this Contract through a Doosan-authorized service provider, in which case Doosan shall be responsible and liable for all aspects of the performance of such Maintenance Services by such third-party service provider. Following maintenance specified in this Contract, Doosan will return the Equipment to approximately the level of performance of the Equipment had immediately prior to the shutdown. Unless otherwise agreed as provided herein, the Maintenance Services will be performed during the regular working hours of the regular working days of Doosan or, if applicable, its subcontractors. Any Maintenance Services shall not be performed at times or during days when workers are entitled to overtime or premium rates unless Customer shall first have been advised of such situation, the applicable rates and approved such work and then such Maintenance Services will be performed at the particular workers' then applicable amount or rate of payment for work at such time or days. Customer agrees to reimburse Doosan for any and all costs associated with such work done at overtime or premium rates approved by the Customer, provided that the overtime or premium rates were not the result of or caused by Doosan's own scheduling delays or conflicts or those of its authorized service provider.

Any parts provided under this Contract will be new parts manufactured or selected by Doosan or parts reconditioned to Doosan standards. All replacement parts will be provided by Doosan in exchange for the parts replaced. If any part delivered hereunder incorporates computer software, the parties agree that Doosan is not selling the software to the Customer but merely providing a license to use such software for operating the Equipment for which such part was provided. By accepting delivery of such part the Customer agrees not to copy or let others copy such software, to keep such software in confidence, to use such software solely for its internal purposes in connection with the operation of the Equipment covered under this Contract, and not to transfer possession of such part to others except as part of a transfer of ownership of the Equipment, in which case the license to use such software shall be automatically assigned to the transferee of the Equipment. Doosan warrants that for all such software provided, it has the proper licenses or rights to authorize the Customer's use as described above and will indemnify and hold Customer harmless for any and all claims related to such license or rights to use the software.

EXCLUSIONS FOR MAINTENANCE SERVICES

Doosan shall be responsible for only those items and effort expressly set forth in this Contract (including the Scope of Services). Doosan shall not be responsible for items not typically subject to mechanical maintenance including but not limited to; duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Doosan shall not be responsible for repairs, replacements, alterations, additions, adjustments, unscheduled calls or emergency calls, any of which is caused by (a) negligent operation, (b) failure to operate in accordance with the recommendations set forth in any manuals provided by Doosan or the Fuel Cell Manufacturer, (c) operation in excess of the specifications set forth in any manuals provided by Doosan or the Fuel Cell Manufacturer, but excluding the negligence, acts or omissions of Doosan or its agents, (d) repairs performed by non-Doosan authorized personnel, (e) vandalism, building system design, or (f) any damage caused by the environment in which the Equipment is situated, including damage due to freezing, weather, the environment, chemical/electrochemical attack, heat source or consistent lack of heat from heat source, contaminated heat source, effects of corrosive and/or erosive environments or fuels, other corrosion or erosion, condenser, evaporator or compressor fouling, power quality disturbances, or the presence of mold, fungi, mildew or bacteria, or any other cause beyond Doosan's control. Doosan shall not be responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, other hazardous substances, mold, fungi, mildew, or bacteria. In the event that Doosan encounters any asbestos product or any hazardous material in the course of performing its work, Doosan may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Doosan shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Doosan shall not be required to perform maintenance services or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Doosan, at its option, may submit a proposal for Customer's consideration in addition to this Contract.

CHANGES OR EXTRAS TO MAINTENANCE SERVICES

Doosan will perform changes, modifications, additions, deletions or extras to the Maintenance Services if agreed to in a Change Order that contains the new scope of services and an adjustment to the Annual Services Price. Services or parts requested by the Customer in addition to those Maintenance Services specified in this Contract will be provided upon receipt of the Customer's written authorization and invoiced at Doosan's prevailing labor rates and parts charges. Such additional services or parts shall be supplied under the terms of this Contract.

WARRANTIES

Maintenance Services and Replacement Parts

Doosan warrants that all Maintenance Services provided under this Contract shall be performed to industry standards, in a workmanlike manner and in accordance with all applicable Federal and State laws. Doosan also warrants all Doosan parts or components supplied hereunder to be free from defects in material and workmanship. Doosan parts and components used in connection with the Maintenance Warranty shall be warranted for ninety (90) days from installation. Except as expressly provided elsewhere in this Contract, the Maintenance Services provided under this Contract shall be warranted for ninety (90) days from completion of such Maintenance Services. Doosan shall at its option repair or replace any such defective parts, components or service, except to the extent they were damaged, abused, altered by a third-party or affected by chemical properties (except to the extent that exposure to such chemical properties is expected to be reasonably present under normal operating conditions) subject to the exclusions set forth in the section entitled EXCLUSIONS FOR MAINTENANCE SERVICES. Following maintenance specified in this Contract, Doosan will return the Equipment to approximately the level of performance the properly functioning Equipment had immediately prior to the shutdown. Any warranty claim must be provided to Doosan in writing prior to the end of the applicable warranty period. Doosan's obligation to re-perform services or to repair/replace any defective parts in connection with the Maintenance Services shall be Customer's exclusive remedy under this warranty.

THE WARRANTIES LIST ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY WAIVED BY CUSTOMER AND DISCLAIMED BY DOOSAN.

CUSTOMER'S RESPONSIBILITIES

Maintenance Services and Replacement Parts

Unless specifically provided otherwise in the Scope of Services attached hereto, Customer shall:

- Pay the Contract Price and other sums required to be paid by it to Doosan in accordance with this Contract;
- Provide Doosan's and its subcontractors' workers safe access to the Site and a safe place for performing the Maintenance Services, in conformance with all applicable laws, free of Hazardous Materials (as defined in and in accordance with the section entitled HAZARDOUS MATERIALS below), and all unsafe working conditions;
- Provide Doosan with reasonable access to the Site during Doosan's normal working hours in each case to the extent necessary to perform Doosan's obligations hereunder. Doosan may request start and stop of Customer's systems incidental to the Maintenance Services to the extent necessary for the performance of Maintenance Services, and Customer understands that failure to provide such start and stop may delay such Maintenance Services. Customer shall permit the reasonable use of building services including, but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
- Provide adequate water treatment (applicable to absorption chiller equipment only, if any);
- Provide onsite storage of all required nitrogen and water treatment media in a safe and accessible environment for Doosan and its subcontractors;
- Provide and maintain a dedicated Broadband/DSL connection with static IP (or other continuous connection approved by Doosan) for Doosan's remote monitoring service;
- Keep areas adjacent to the Equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the Maintenance Services and provide reasonable protection of the Equipment and other materials from debris and other hazards and materials at the Site;

- Be responsible for identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, other hazardous materials, mold, fungi, mildew, or bacteria and provide Doosan with all information requested in order to comply with OSHA and other applicable Employee, Health and Safety rules and regulations, including but not limited to information relating to the energy-control procedures applicable at the Project Location under 29 CFR 1910.147, (The control of hazardous energy (lockout/tagout));
- Customer shall monitor the System on a daily basis. It is estimated that the monitoring services will typically require no more than a daily visual "walk by" inspection from Customer's personnel. Customer's personnel responsible for the monitoring services shall be capable of performing the duties to which they are assigned and shall perform their duties with reasonable care and operate the Equipment in accordance with Owner's Manual instructions;
- Customer shall promptly notify Doosan's Control Center of any unusual operating conditions at the Site at phone number (860)727-2847;
- Customer shall comply with all customer obligations as defined in the Fuel Cell Manufacturer's Product Data and Applications Guide, Owner's Manual and Installation Manual;
- Indemnify, defend and save Doosan harmless against all liability arising out of Customer's failure to carry out any of Customer's Responsibilities regarding Maintenance Services and Replacement Parts, except if such liability is also the result of Doosan's negligent acts or its failure to fulfill its obligations under this Agreement.

EQUIPMENT CONDITION AND RECOMMENDED MAINTENANCE SERVICES

Should Doosan reasonably determine the need for repairs or replacement outside the scope of Doosan's obligations under this Contract, Doosan will provide Customer in writing a "Field Service Report" including recommendations for corrections and the price for repairs in addition to this Contract. In such event where Doosan recommends certain services and Customer does not elect to have such services properly performed in a timely fashion, Doosan shall not be responsible for any Equipment or control failures, operability or any long-term damage that may result from such failure to have such services performed.

HAZARDOUS MATERIAL

Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean up. If Doosan becomes aware of the presence of Hazardous Materials on the Site (a "Hazardous Materials Condition"), then Doosan shall notify Customer. Doosan shall not be obligated to commence or continue Maintenance Services until all known or suspected Hazardous Material related to such Hazardous Materials Condition discovered at the Site has been removed, or rendered or determined to be harmless by Customer as certified by an independent testing laboratory and approved by the appropriate government agency. If Doosan incurs additional costs and/or is delayed due to the presence or remediation of a Hazardous Materials Condition not caused by Doosan or its subcontractors, Doosan shall be entitled to an equitable adjustment in the prices set forth herein and/or date of substantial completion for the Maintenance Services. Customer shall indemnify, defend and hold harmless Doosan and its agents, directors, officers, servants, employees and subsidiaries (collectively "Doosan Indemnities") from and against all claims, damages, losses and expenses, and reasonable attorneys' fees and expenses, arising out of, resulting from, relating to or in any way attributable to any Hazardous Material that is now, has ever been, or will ever be at the Site (other than any Hazardous Material that has been brought to the Site by Doosan or its subcontractors or suppliers in connection with the Maintenance Services).

Material Safety Data Sheets (MSDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work shall be maintained at the Site by Doosan and made available to Customer.

INSURANCE

Doosan agrees to maintain the following insurance and name Customer as an Additional Insured during the term of the Agreement with the following limits: (a) Comprehensive General Liability Insurance covering bodily injury and property damage with a limit of \$2,500,000 per occurrence and \$5,000,000 general aggregate, (b) Statutory Workers' Compensation and Employer's Liability Insurance for a limit of \$1,000,000 each accident, \$1,000,000 each employee -disease, \$1,000,000 policy aggregate-disease. (c) Automobile Liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence. Doosan shall provide a certificate of insurance upon execution of this Agreement.

FORCE MAJEURE

Under no circumstances shall either Party be liable for any loss, damage or delay due to any cause beyond such Party's reasonable control, including but not limited to acts or omissions of government, delays in receipt or export or import licenses or permits, strikes, lockouts, labor disputes, transportation shortages, fire, explosion, theft, weather damage, flood, earthquake, riot, severe weather, civil commotion, war, terrorism, malicious mischief, or acts of God ("Force Majeure Events"), but only so long as (a) such Force Majeure Events could not have been reasonably anticipated by such Party and cannot be reasonably avoided or circumvented by such Party, (b) such Party promptly notifies the other Party of such Force Majeure Events, and (c) uses diligent efforts to mitigate the effect of such Force Majeure Events. The time for performance of this Contract shall be extended for a period equal to any time lost by reason of such delay. Doosan shall not be obligated to incur any expenses in connection with such delay to recover any lost time, unless so directed in writing by Customer and Customer agrees to pay Doosan for all such reasonable and documented expenses.

CUSTOMER'S CLAIMS

No claim of Customer related to an alleged failure by Doosan to meet any requirement of this Contract shall be valid unless, prior to Customer incurring any cost related to such claim, Customer notifies Doosan in writing, in detail of such alleged failure and Customer then allows Doosan **thirty (30) days** to correct any such failure verified by Doosan.

LIMITATION OF LIABILITY

The price allocable in this Contract to any Maintenance Services alleged to be the cause of any loss or damage shall be the ceiling limit on the aggregate liability of Doosan, whether founded in contract or tort (including negligence), arising out of, or resulting from this Contract or the performance or breach thereof. Under no circumstances shall Doosan be liable for any special, incidental, indirect or consequential damages of any nature whatsoever, including without limitation, business interruption, lost profits, revenues or sales, or increased costs of production, whether such claims are based in contract, warranty or tort, including negligence, or any other legal theory or principle.

WASTE DISPOSAL

Customer is wholly responsible for the removal and proper disposal of waste generated in connection with the installation, operation or decommissioning of the Equipment, or generated during the Term of this Contract.

ASSIGNMENT

Neither Party may assign any of its rights or obligations under this Contract, except as otherwise expressly provided herein or with the written consent of the other Party, and any assignment made without such consent shall be null and void; provided, however, Doosan may, upon written consent of Customer, assign Doosan's rights and obligations, to an entity which acquires all or substantially all of Doosan's assets or which controls, is controlled by or is under common control with Doosan.

TERMINATION

In the event of a material breach by either Party in the performance of the breaching party's duties, obligations or undertakings to the non-breaching party under this Contract, the non-breaching party will have the right to terminate the Maintenance Services under this Contract by giving written notice to the breaching party of the specific breach involved; provided that the breaching party shall have thirty (30) days to cure such breach prior to such termination taking effect. Upon termination taking effect, Doosan shall be entitled to receive payments for any Maintenance Services performed in accordance with the terms of this Contract, for all costs incurred prior to such termination, and for all costs related to termination and settlement with its subcontractors and suppliers.

NO WAIVER; SEVERABILITY; HEADINGS; CONFIDENTIALITY OF BUSINESS TERMS

The failure of either party to insist on any right, or to invoke or elect any remedy, shall not be construed as a waiver of that right, remedy or election in the absence of a writing signed by the waiving party. The invalidity of one or more of the phrases, sentences, clauses, or sections contained in this Contract shall not affect the validity of the remaining portions. Section headings in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. The business terms of this Contract for the Maintenance Services, specifically including but not limited to pricing, shall be held in confidence by Customer. Customer shall refrain from disclosing any such Maintenance Services business terms included within this Contract to any third party.

ENTIRE AGREEMENT

This Contract, including all other documents attached hereto and expressly made a part hereof, and all changes or amendments hereto

shall constitute the entire agreement between the Parties with respect to the matters set forth herein, with all prior proposals, representations, quotations, agreements and understandings, written or oral, superseded hereby. It is agreed that the Parties do not intend to create a right in any third party with respect to the section of the Contract entitled LIMITATION OF LIABILITY, by entering into this Contract. The terms and conditions of this Contract, including all documents, if any, expressly incorporated herein, and any attachment to this Contract expressly referenced herein, shall exclusively govern the Parties' performance hereunder and any terms or conditions in addition to or different from this Contract, including without limitation any terms or conditions provided in any purchase order or similar document related to the Maintenance Services which are not expressly incorporated herein, shall have no effect. Unless expressly stated otherwise, the provisions of this Contract shall have precedence over the terms of any other Contract documents, if any exist, and shall govern in the event of any inconsistency with the terms included in any attachments, including appendices and schedules, that are made a part of this Contract. This Contract shall not be changed or amended, except in a writing signed by the Parties hereto.

COMPLIANCE WITH LAWS; EXPORT CONTROL; GOVERNING LAW

Doosan and Customer will each comply with all federal and state laws applicable to the performance of their respective obligations hereunder. Doosan shall also comply with all U.S. and other export control laws and regulations associated with or arising from the sale, delivery, or subsequent use of equipment, data and documentation, including, without limitation, restrictions on the re-export of equipment, data and documentation. The rights of all parties under this Contract and the construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Connecticut, including the Uniform Commercial Code, and of the United States of America, excluding the United Nations Convention on the International Sale of Goods.

SUBCONTRACTORS

Doosan shall bind every subcontractor to, and shall require every subcontractor to be bound by, the terms of this Contract as far as applicable to the subcontractor's portion of the Maintenance Services. Doosan agrees to pay each subcontractor, upon payment by Customer, the amount allowed to Doosan on account of such subcontractor's portion of the Maintenance Services. Unless Customer approves or requests work or materials without the approval of Doosan, Customer shall not be liable to make any payment for the Maintenance Services directly to any subcontractor. Doosan shall not allow any subcontractor to place a lien on Customer's property and shall immediately pay any such lien or post a bond for the amount of the lien.

APPENDIX A: SCOPE OF SERVICES

SERVICE PLAN: COMPREHENSIVE

This Service Plan includes Preventive Maintenance as well as Unscheduled Maintenance, as more specifically described below.

PREVENTIVE MAINTENANCE:

• **REMOTE MONITORING/TECHNICAL SUPPORT**

Doosan shall remotely monitor key performance parameters of each PureCell® System Model 400 Power Plant covered by this Agreement. Performance data which includes kilowatt hours, operational hours and availability, will be recorded and made available to Customer upon Customer's written request. The Customer will be advised of events that Doosan determines require service action after such events are recorded.

Doosan's Control Center shall provide the Customer with 24/7 off-site operational and technical support associated with Power Plant operation, including troubleshooting of operational issues, providing technical information related to the operation of the Power Plant, and performing remote diagnostics. Doosan's Customer support personnel shall be available by telephone at all times at (860) 727-2847 and shall address email requests received from the Customer during Doosan's regular business hours.

• **MANUALS**

DOOSAN shall provide the Customer with all updates to the PureCell® System Model 400 Owner's Manual and Customer advisory information as needed.

• **PREVENTIVE MAINTENANCE ACTIVITIES**

Doosan shall be responsible for performing "Preventive Maintenance" of the Power Plant. Preventive Maintenance activities are per the Owner's Manual, as revised at Doosan's discretion. The current Preventive Maintenance activities are listed in the Preventive Maintenance Schedule attached hereto. All Preventive Maintenance performed under this Agreement will be performed during regular weekday work hours. If the Customer requests overtime or weekend service, the Customer agrees to pay extra for the overtime-premium hours at Doosan's overtime billing rates. There will be no charge for the straight time portion. Customer will reimburse Doosan for any rigging, hoisting and related services and equipment necessary to perform Preventive Maintenance. The Owner acknowledges that, upon mutual agreement as to a timely schedule, Doosan will be permitted to shut-down the Power Plant(s) in connection with Preventive Maintenance performed under this Agreement.

UNSCHEDULED MAINTENANCE:

- "Unscheduled Maintenance" is the repair or replacement of parts of the Power Plant or the Cooling Module (and the associated labor) required to return the Power Plant to a condition capable of Commercial Operation in the event of an unscheduled shutdown. This Agreement covers Unscheduled Maintenance, subject to the terms and conditions herein.
- "Unscheduled Maintenance" specifically excludes repair or replacement of any equipment (and the associated labor) other than the parts of the Power Plant and the Cooling Module as set forth in the Bill of Material attached to the Agreement as Appendix B.
- In the event that Doosan receives a natural gas quality alarm from the Power Plant, Doosan will evaluate natural gas data to ensure gas constituents are within acceptable limits for the Power Plant. Any deviations to acceptable limits will be reported to the Customer.

UNSCHEDULED MAINTENANCE UNDER THIS AGREEMENT **INCLUDES** ANY COMPONENT OF THE POWER PLANT OR THE COOLING MODULE, INCLUDING BUT NOT LIMITED TO, THE CELL STACK ASSEMBLY AND THE FUEL PROCESSING SYSTEM (WHICH INCLUDES THE REFORMER AND THE INTEGRATED LOWTEMPERATURE SHIFT CONVERTER).

PureCell Model 400 Standard 5 Year Maintenance Schedule

Years 1-5

Maintenance Procedure	Maintenance Trigger	Estimated Frequency	Year 1	2*	3*	4*	5*
Enclosure Air Filter Replacement	Condition Based	Quarterly	R3	R3	R3	R3	R1

Cathode Air Filter Replacement	Condition Based	Quarterly	R3	R3	R3	R3	R1
Burner Air Filter Replacement	Condition Based	6 Months	R6	R6	R6	R6	R6
Water Treatment System Bottle Replacement	Condition Based	9 Months	R9	R9	R9	R9	R9
Combustibility Sensor Calibration (While Fuel Cell is Shut Down)	Condition Based	Annual	Ca	Ca	Ca	Ca	Ca
Water Conductivity Sensor Calibration (While Fuel Cell is Down)	Condition Based	Annual	Ca	Ca	Ca	Ca	Ca
Ancillary Coolant System Fluid Evaluation & Pressure Check	Condition Based	Annual	I	I	I	I	I
Cell Stack Assembly Substack Voltage Measurement	Condition Based	Annual	I	I	I	I	I
Cooling Module Cleaning	Condition Based	Annual	Cl	Cl	Cl	Cl	Cl
Thermal Management System Orifice Adjustment	Condition Based	Annual	Ca	Ca	Ca	Ca	Ca
Inverter Cooling Fan Cleaning	Condition Based	Annual	Cl	Cl	Cl	Cl	Cl
Water Quality Evaluation	Condition Based	Annual	I	I	I	I	I
Thermal Management System Filter Cleaning	Condition Based	Annual	Cl	Cl	Cl	Cl	Cl
Pressure Relief Valve Replacement	Condition Based	5 Years		R			
Fuel Processing System Gas Analysis	Condition Based	5 Years		I			

**Subject to Annual Contract Renewal.*

For all maintenance items, an alarm will be sent from fuel cell to indicate maintenance is needed

Legend:

- Ca=Calibrate
- Cl=Cleaning
- I = inspect
- R=Replace
- R3 = Replace every 3 months
- R6 = Replace every 6 months
- R9 = Replace every 9 months

APPENDIX B: DESCRIPTION OF EQUIPMENT

PureCell® Model 400 Equipment	Part #	QNTY
PureCell® Model 400, Natural Gas, 480V/60Hz	FC71640- 0001	1

APPENDIX C: PERFORMANCE GUARANTEES

Output Guarantee

Provided Owner makes payments as required under the Term of this Services Subcontract (the "Agreement") for the service of the PureCell® System Model 400 (each, a "Power Plant" and collectively, the "System"), Doosan separately guarantees for the System, the capability to deliver an average power output ("Guaranteed Minimum Output" or "GMO") in accordance with the following table.

Annual Period	1	2*	3*	4*	5*
GMO (MWh)	3154	3154	3154	3154	3154

**Subject to Annual Contract Renewal.*

Should the output of the Power Plant in any twelve month period commencing on the Effective Date and each subsequent twelve month period(s) thereafter (the "Annual Period") during the term of the Agreement be less than the GMO, Doosan agrees to provide the Owner a cash rebate equal to 1% of the Monthly Services Payments paid during the Annual Period for each 1% of shortfall from the GMO. The dollar amount of any cash rebates due to the Owner shall be calculated once at the end of each Annual Period and paid to Owner within thirty (30) days of Doosan's confirmation of the amount due. Notwithstanding anything herein to the contrary, the maximum allowable credit under this section for any Annual Period shall not exceed the Monthly Services Payments actually received by Doosan for the corresponding Annual Period. In the event that the building load demand falls below 400kW and the Power Plant is capable of providing 400kW to Owner's site, the output shall be calculated as if the Power Plant was operating at full capacity for the purposes of this guarantee.

Should the actual output of the Power Plant in an Annual Period be greater than GMO, the number of MWh of Output above the GMO shall be credited to Doosan (referred to herein as the "Performance Bank"). Doosan will have the right to apply any Performance Bank accrued in the prior two Annual Periods, to offset a shortfall in the GMO in any Annual Period for the System.

Because technical expertise is critical in meeting the GMO above, this Guarantee is conditioned upon maintenance, service and repairs to the System being provided exclusively by Doosan (directly or through a Doosan authorized service provider) in accordance with Doosan's maintenance services, statement of work and terms and conditions as described in the Agreement. In the event that the Agreement is terminated, the Guarantee shall terminate and be of no further force or effect. Owner or Owner's Customer must provide and maintain a dedicated Broadband/DSL connection with static IP (or other continuous connection approved by Doosan) for Doosan's monitoring system in order to enforce this Guarantee. The first Annual Period under this Guarantee shall commence upon the Effective Date.

Doosan will not be responsible for any periods during which the System is not operating due to (a) site issues not related to the System, including but not limited to issues related to electrical load or building system design or malfunction; (b) System or Power Plant issues arising from improper installation (if not installed by Doosan) or operation, abuse, neglect, vandalism, weather, rust, the effects of corrosive and/or erosive environments or fuels, inadequate or incorrect fuel supply, quality or pressure, operation of the System outside the operating specifications defined by Doosan in the applicable operation and maintenance manual, or modifications, materials or services not executed or provided by Doosan or a Doosan authorized service provider; (c) Power Plant Downtime during periods when the monitoring system is not functioning due to the failure to maintain a dedicated Broadband/DSL connection with static IP (or other continuous connection approved by Doosan); (d) Owner or Owner's Customer-elected shutdowns of the Power Plant or the System; (e) Owner or Owner's Customer deviation from an approved Grid-Independent Load Profile; or (f) any other cause beyond Doosan's direct control. Any such periods shall not be included in the calculation of output for the purposes of this Guarantee.

This Output Guarantee, the remedies expressly provided herein (i) are exclusive and in lieu of all other uptime, availability or performance warranties or guarantees of any kind, whether statutory, written, oral, express or implied, and (ii) are Owner's sole and exclusive remedy and Doosan's sole and exclusive obligation with respect to uptime, availability or performance of the System. Doosan shall not be responsible under any warranty, guarantee or other obligation for rebates, credits, repairs, replacements or indemnification due to abuse, vandalism, acts of terrorism or war, fire, lightening, earthquake, flood, storm, or other acts of God, neglect, modifications, materials or services not executed or provided by Doosan or its subcontractors, employees or agents, use in a physical environment other than the site proposed in this Agreement, or installation or use of the System not in accordance with the intended use of the System. No rights under this Guarantee shall be assignable or transferable to any third-party, except on the written consent of Doosan.

The warranties and guarantee provided by Doosan Fuel Cell America, Inc. herein, including but not limited to the output guarantee, shall be null and void and of no force and effect if customer fails to perform or is otherwise found by Doosan Fuel Cell America, Inc. to be negligent in its performance of any of the customer responsibilities as described in the Service Plan section of this document and

such non-performance or negligence caused or contributed to the defect or output failure.

Under no circumstances shall Doosan be liable for any special, incidental, indirect or consequential damages of any nature whatsoever, including without limitation, business interruption, lost profits, revenues or sales, or increased costs of production, whether such claims are based in contract, warranty or tort, including negligence, or any other legal theory or principle.



Michael Pinto
Chief Operating Officer

NEW HAVEN PUBLIC SCHOOLS

Tel: 475-220-1590
Fax: 203-946-7468

Memorandum

To: Finance and Operations Committee

From: Michael Pinto, Chief Operating Officer

Re: F&O Agenda Item Request/Approval
Renewal of Agreement with Gilbane for Program Management Services

Meeting Date: May 20, 2019

Executive Summary:

Approval is requested for Amendment 4 to the Agreement with Gilbane Building Company for School Construction Program Management Services for the annual FY19 – 20. The base Agreement followed an RFQ process in March 2016. This Amendment extends that Agreement for the next FY.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

An amount not to exceed \$736,729.

Funding Source: Various School Construction Project Accounts

As usual, the cost of the Program Management contract is funded from the school construction grant accounts and is reimbursed by the State at the individual project reimbursement rates.

Proposed Contract Renewal Amendment

The contract renewal amendment FY 19-20 totals \$736,729. This is a **total reduction of \$493,596 from last year. The commensurate man-hour reduction is 50% from last year to this.** Over the course of the contract year, this includes a reduction from five staff in the last FY, to one full time and three part time staffing positions, phasing down to one part time position over the course of the FY19-20 contract year. This is consistent with the project activities for the coming year with all occupied projects nearing completion and the completion and occupancy of the new Obama School in December 2019.

As can be noted from the table below, the contract has steadily decreased based on the review, management thereof and proactive negotiations over the course of the last 10 years. The reductions have continued in recent years while maintaining necessary staff and support to engage in the complex and technical work associated with current construction, close out of recent construction and audits of completed projects. The contract cost this year will again decrease significantly as shown.

The Agreement History for the previous 12 years is as follows:

	Value
FY07-08	\$4,396,133
FY08-09	\$4,369,311
FY09-10	\$3,519,942
FY10-11	\$2,517,561
FY11-12	\$2,067,919
FY12-13	\$2,243,742
FY13-14	\$2,248,728
FY14-15	\$2,355,662
FY15-16	\$2,283,905
FY16-17	\$2,145,668
FY17-18	\$1,615,225
FY18-19	\$1,221,823
FY19-20	\$736,729

The Agreement Amendment is attached.

Program History:

The current contract for Program Management services was initiated on July 1, 2016 following a Request for Qualifications by the City Purchasing Department. This proposed Amendment will extend those services for the next FY starting on July 1, 2019 and continuing until June 30, 2020. This renewal continues to be based on a scope of services that was developed in early 1998 and modified when the contract was renewed previously in 2001, in 2006, in 2011 and in 2016. Since initiating services on March 5, 1998, Gilbane has established a full-service program management capability and has provided significant value to the management of the overall program. To date, 41 major projects have been completed, valued at over \$1.5 billion. Program Management activities for FY19-20 will focus on the completion/closeout of the 4 recently occupied projects (ESUMS, Dr. Mayo, the Central Administration Office (located on the Mayo site) and New Haven Academy) with an aggregate value of \$181 million. The major focus will be the construction oversight and completion / occupancy of the new Obama School on the SCSU campus. Other efforts include important follow up activities on completed projects as well as State audits on multiple projects. This summer will see the completion of a recent smaller project at Fair Haven.

The ESUMS project continues to demand a very high level of oversight because even though the building was occupied in February 2017 there remain numerous completion and commissioning issues that continue to be worked on. This is also true to a lesser extent at Dr. Mayo and NH Academy. Finally, as many projects are closed out and go through the State Audit Process, we are continuing work on eligibility, reimbursement and audit issues as well as pursuing both administrative waivers and legislative notwithstanding where and when beneficial to the city.

Since Gilbane initiated its Program Management activities, there has been substantial progress with the management of the overall design, construction, and cost reimbursement process and New Haven's School Construction Program continues to be recognized nationally for its overall scope and accomplishments. Via management of this contract which includes working closely with me we have also leveraged many value adds to the contract which is evidenced though the coordination with Facilities and Operations, Energy Management Program support, Life-Cycle efforts, Retro-Commissioning to confirm proper return on investments and building operations, support on Board of Education internal projects, etc. Following is a summary of Gilbane's services that have helped this happen:

Summary of Gilbane PM Services Benefits (3/5/98 to 6/30/19)

1. Developed and managed project budgets for 46 major School Construction Projects and other ancillary project activities (i.e. central kitchen, athletic field house, various swing spaces, energy upgrades, etc.).
2. Developed and/or managed detailed critical path method schedules for all active projects.
3. Implemented and continue to refine the contracting approach for design and construction management services that have saved substantial program \$'s. Analyzed existing project budgets, prepared detailed cost estimates and provided value engineering for all active projects.
4. Developed and administered swing space strategy and schedule.
5. Developed detailed process diagram for site selection, acquisition, relocation and demolition for new schools. Have ongoing task force with City Planning, Traffic & Parking, Engineering and LCI on all projects to implement process.
6. Provide interface and staff support for all state filing and legislative support requirements.
7. Developed new design, construction, energy, and commissioning standards with input from completed projects, operations personnel, and school staff.
8. Evaluated existing conditions and refined space programs and budget for the Aquaculture Sound School, Edgewood, Clarence Rogers, Katherine Brennan, Wilbur Cross HS, Hillhouse HS, Floyd Little Fieldhouse, Satellite Kitchens, West Hills-Conte, Lincoln-Bassett, new Jackie Robinson, Wexler-Grant, John Martinez, Jepson, Nathan Hale, Truman, Betsy Ross, Ross-Woodward, John Daniels, Barnard, Troup, Beecher, Coop Arts Magnet, Clinton, Pardee

Greenhouse, Hooker (new & renovated projects), Beecher, Columbus, Sheridan, Bishop Woods, Celentano, Clemente, Mauro-Sheridan, Metropolitan Business Academy Magnet, the new Davis St. School, new Hill Central, the new East Rock, the existing New Haven Academy, the new Dr. Mayo Early Learning School, the new Central Administration Office, the new Engineering and Science University Magnet School on the campus of the University of New Haven, and the new Obama 21st Century Communications Lab School on the campus of SCSU.

9. Manage all Owner responsibilities for hazmat abatement, FF&E coordination, telecom, technology, swing space moves, etc.
10. Assist with establishment and oversight of the Workforce, Small Business Initiative/Small Contractor Development, and Contractor's Alliance program. Set up oversight process and contract provisions to achieve City goals and requirements for minority, women, and resident employment on school construction projects.
11. Managed property acquisition process and participated in successful court proceedings for New Arts Magnet, John Daniels, new Hooker, the lawsuit and settlement process associated with the Central Kitchen and the lawsuit and settlement process associated with Roberto Clemente.
12. Managed the extremely difficult property acquisition process and the West Haven Planning and Zoning approval process for ESUMS.
13. Oversaw the litigation associated with the zoning lawsuit challenges on ESUMS.
14. Managed several occupied projects through difficult phased design and construction (Hillhouse, Wilbur Cross & Sound School)
15. Managed development of very successful Floyd Little athletic field house program including design and state approvals.
16. Implemented CM performance evaluation and lesson's learned quality program.
17. Identified specific areas for savings on current projects related to space waivers and ineligible costs. Major participation and contributions to the Master Planning and periodic updates (2000, 2005, 2007, 2008, 2010, 2011, 2012, 2013 & 2015) to allow for improvements in building utilization and reduction of leased swing spaces.
18. Coordinated preparation of revised enrollment projections by Dr. Peter Prowda formally of the CT DOE, and now as a consultant, and evaluated the impact on short term and long term building utilization.
19. Provided for energy assessments and audits of buildings several years after occupancy to ensure proper operation and continued energy savings. This effort is on-going.

20. Provided for in-depth energy and green building design review and system's modeling process.
21. Provided for involvement of third-party commissioning agents during design and building startup and turnover process commencing in 2002.
22. Set up and managed property acquisition process for properties for Sound, John Daniels, Jepson, Hooker, Coop, Wexler, Hale, Ross-Woodward, Celentano, Barnard, Beecher, Truman, Metro Business, and ESUMS projects. This includes management of the process for title search, appraisal, offer, negotiation, eminent domain, location, and property management.
23. Set up and managed all activities associated with numerous public meetings, first day of school ceremonies, groundbreaking ceremonies, and dedication ceremonies.
24. Staffed and attended community planning processes where required.
25. Advised City Controller on cash flow requirements for program. Prepared annual capital budget requirements.
26. Pursued (with others) and received more than \$100M in additional State reimbursement that would have been City share via either administrative waivers or legislative notwithstanding.
27. Developed new change order submittal process with DAS that reflects CM contract approach. Set up active process to coordinate submittal and approval of change orders with OSCG.
28. Set up a formal Turnover process and procedures for completed projects to more effectively transition to building operations.
29. Undertook a program-wide audit review of completed buildings for both positive characteristics to be carried forward into future designs and less than positive features to be avoided in future school designs.
30. Rendering on-going assistance to the BOE Facilities staff as needed and requested with monthly meetings.

Gilbane Building Company
Exhibit A

<u>Item</u>	<u>Description</u>	<u>Amount</u>	<u>Agreement Total</u>
New Base Agreement	New Base Agreement for program management of the School Construction program. FY 16-17	\$2,145,668	\$2,145,668
Amendment 1	Extension of staff position for 6 months FY 16-17	\$108,000	\$2,253,668
Amendment 2	Program Management Services for FY 17-18	\$1,615,225	\$3,868,893
Amendment 3	Program Management Services for FY 18-19	\$1,221,823	\$5,090,716
Amendment 4	Program Management Services for FY 19-20	\$736,729	\$5,827,445

**FOURTH AMENDMENT TO AGREEMENT
FOR CONSULTANT SERVICES DATED AUGUST 10, 2016
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION
("OWNER") AND GILBANE BUILDING COMPANY
("CONSULTANT")**

A19-_____

FOURTH AMENDMENT dated as of the _____ day of _____, 2019 by and between the City of New Haven Board of Education of 54 Meadow Street, New Haven, Connecticut 06519 ("Owner") and Gilbane Building Company of 7 Jackson Walkway, Providence, RI 02903.

WHEREAS, the Owner and the Consultant entered into an agreement dated August 10, 2016 ("Agreement", A16-0914), Amendment #1 (A17-0080), Amendment #2 (A17-0774) and Amendment #3 (A18-0722) for the provision of commissioning services in connection with the School Construction Program ("Project"); and

WHEREAS, the Owner has requested the Consultant to provide additional services to the project.

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Additional Compensation: In exchange for the additional services to be provided by the Consultant, the Owner agrees to pay the Consultant an amount not to exceed Seven Hundred Thirty Six Thousand, Seven Hundred Twenty Nine Dollars and No Cents (\$736,729.00). The Consultant acknowledges, agrees and confirms that in accordance with the terms of the Agreement, the Consultant shall not be entitled to any compensation in excess of the Additional Compensation referenced herein.
2. Not to Exceed: This additional payment will result in an increase of the Contract value from Five Million, Ninety Thousand, Seven Hundred Sixteen Dollars and No Cents (\$5,090,716.00) to a new Contract Value not to exceed Five Million, Eight Hundred Twenty Seven Thousand, Four Hundred Forty Five Dollars and No Cents (\$5,827,445.00).
3. Additional Services: In exchange for the additional payment described in the preceding paragraph, the Consultant agrees to provide the additional services as indicated in Exhibit A and B attached to this Agreement and fully incorporated herein.
4. No Waiver: Except as specifically described in this Amendment, nothing in this Agreement shall be construed as a waiver by the Board of any of the provisions of this Agreement.

5. Effectiveness: On and after the date hereof, each reference in the Agreement to "the Agreement," "this Agreement", "hereunder," "hereof," "herein," or words of like import shall mean and be in reference to the Agreement as amended.

6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.

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

Darnell Goldson
President, Board of Education

WITNESS

GILBANE BUILDING COMPANY

Duly Authorized

Approved as to Form and Correctness

Stacy Lynn Werner
Senior Assistant Corporation Counsel

Gilbane Building Company
Exhibit A

Item	Description	Amount	Agreement Total
New Base Agreement	New Base Agreement for program management of the School Construction program. FY 16-17	\$2,145,668	\$2,145,668
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Amendment 2	Program Management Services for FY 17-18	\$1,615,225	\$3,868,893
Amendment 3	Program Management Services for FY 18-19	\$1,221,823	\$5,090,716
Amendment 4	Program Management Services for FY 19-20	\$736,729	\$5,827,445



New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: NHPS Finance and Operations Committee
From: Robert Lynn *RL*
Re: Approval of Amendment #21/FINAL to CM Agreement
 A. Prete Construction - New Haven Academy
Meeting Date: May 20, 2019

Executive Summary:

Approval is requested for **Amendment #21/FINAL** to the Construction Manager (CM) Agreement for the New Haven Academy with **A. Prete Construction** of 156 Fulton Terrace, New Haven, CT 06513. This amendment is for final general conditions and reimbursables and Out of Scope Change Order in the amount of **\$102,718.00**.

Amount of Agreement and Amendment History:

Item	Amount	Cumulative Contract Value
Agreement		\$222,901.00
Amendment #1	\$1,539,696.00	\$1,762,597.00
Amendment #2	\$3,819,342.00	\$5,581,939.00
Amendment #3	\$2,760,689.00	\$8,342,628.00
Amendment #4	\$17,928,069.00	\$26,270,697.00
Amendment #5	\$2,733,929.00	\$29,004,626.00
Amendment #6	\$219,722.00	\$29,224,348.00
Amendment #7	\$196,394.00	\$29,420,742.00
Amendment #8	\$563,661.00	\$29,984,403.00
Amendment #9	\$57,454.00	\$30,041,857.00
Amendment #10	\$210,484.00	\$30,252,341.00
Amendment #11	\$631,007.00	\$30,883,348.00
Amendment #12	\$396,958.00	\$31,280,306.00
Amendment #13	\$364,333.00	\$31,644,639.00
Amendment #14	\$131,500.00	\$31,776,139.00
Amendment #15	\$130,032.00	\$31,906,171.00
Amendment #16	\$51,769.00	\$31,957,940.00
Amendment #17	\$27,021.00	\$31,984,961.00
Amendment #18	\$31,656.00	\$32,016,617.00
Amendment #19	\$21,312.00	\$32,037,929.00
Amendment #20	\$189,056.00	\$32,226,985.00
Amendment #21	\$102,718.00	\$32,329,703.00

Funding Source: 3078 H911 58001

The Amendment and complete scope of services are attached.

**TWENTY FIRST/FINAL AMENDMENT TO AGREEMENT
FOR CONSTRUCTION MANAGEMENT SERVICES
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION
("OWNER") AND A. PRETE CONSTRUCTION
("CONSTRUCTION MANAGER")**

A19-

TWENTY FIRST/FINAL AMENDMENT dated as of _____, 2019, by and between the City of New Haven Board of Education of 54 Meadow Street, New Haven, Connecticut 06519 ("Owner") and A. Prete Construction, 156 Fulton Terrace, New Haven, CT 06512. ("Construction Manager").

WHEREAS, the Owner and the Construction Manager entered into that certain Standard Form of Agreement Between Owner Construction Manager dated December 19, 2013 ("Agreement" (A13-1218) as amended by Amendment #1 (A14-0393), Amendment #2 (A14-0975), Amendment #3 (A15-0006), Amendment #4 (A15- 0087), Amendment #5 (A15-0262), Amendment #6 (A15-0263), Amendment #7 (A15-0320), Amendment #8 (A15-0456), Amendment #9 (A15-0743), Amendment #10 (A15-1045), Amendment #11 (A16-0397), Amendment #12 (A16-0526), Amendment #13 (A16-0784), Amendment #14 (A16-1050), Amendment #15 (A16-1496), Amendment #16 (A17-0112), Amendment #17 (A17-0282), Amendment #18 (A17-0690), Amendment #19 (A17-0912) and Amendment #20 (A18-0115) for the provision of Construction Management services in connection with construction and renovations to the New Haven Academy ("Project"); and

WHEREAS, the Owner has requested the Construction Manager to provide additional services to the Project;

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Final Compensation and Project Close-out: The Owner agrees to increase the amount paid to the Construction Manager by the amount of One Hundred Two Thousand, Seven Hundred Eighteen Dollars and No Cents, (\$102,718.00). In consideration for this amount, the Construction Manager acknowledges and agrees that the Final Guaranteed Maximum Price (Section 2 below) is the final amount owed to the Construction Manager for the above referenced school project (inclusive of costs generated by any subcontractor) and that no further compensation will be paid by the Owner. The Owner will closeout this project accordingly.
2. Final Guaranteed Maximum Price: This Amendment will result in a decrease in the Guaranteed Maximum Price from Thirty Two Million, Two Hundred Twenty Six Thousand, Nine Hundred Eighty Five Dollars and No Cents (\$32,226,985.00) to a Final Guaranteed Maximum Price amount of Thirty Two Million, Three Hundred Twenty Nine Thousand, Seven Hundred Three Dollars and No Cents (\$32,329,703.00).

3. Additional Services: The Construction Manager agrees to provide the additional services of construction management administration for the project, as indicated by Exhibits A, B1 and B2.
4. No Waiver: Except as specifically described in this Amendment, nothing in this Agreement shall be construed as a waiver by the Board of any of the provisions of this Agreement. The Construction Manager acknowledges, agrees and confirms that in accordance with the terms of the Agreement, the Construction Manager shall not be entitled to any compensation in excess of the Additional Compensation referenced herein.
5. Effectiveness: On and after the date hereof, each reference in the Agreement to "the Agreement," "this Agreement", "hereunder," "hereof," "herein," or words of like import shall mean and be in reference to the Agreement as amended.
6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.

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

1. _____

President, Board of Education

2. _____

WITNESS

A.PRETE CONSTRUCTION

1. _____

Duly Authorized

2. _____

**Approved as to Form and
Correctness**

**Stacy Lynn Werner
Senior Assistant Corporation
Counsel**

A.PRETE CONSRUCTION
New Haven Academy
Agreement History - Exhibit A

Agreement				<u>Cumulative Total</u>
	Pre-Construction Phase		\$ 222,901.00	
		TOTAL AGREEMENT :		\$222,901.00
Amendment #1	Construction Phase			
	General Conditions Cost	A.Prete	\$1,086,181.00	
	Reimbursable Expenses	A.Prete	\$419,634.00	
		Subtotal:	<u>\$1,505,815.00</u>	
	CM Fee (2.25%)	A.Prete	\$33,881.00	
		TOTAL AMENDMENT #1:	\$1,539,696.00	\$1,762,597.00
Amendment #2	Bid Package			
	BP #1 7/28/2014 Abatement & Demolition	Standard Demolition Services	\$3,594,675.00	
	CM Fee (2.25%)	A. Prete	\$80,880.00	
	Contingency on Trades (4.0%)	A. Prete	\$143,787.00	
		TOTAL AMENDMENT #2:	\$3,819,342.00	\$5,581,939.00
Amendment #3				
	General Conditions Adj. Amend. 1	A. Prete	\$109,800.00	
	Reimbursable Expenses Adj. Amend. 1 (to match backup provided)	A. Prete	(\$109,800.00)	
		Subtotal:	<u>\$0.00</u>	
	Bid Package			
	BP #32 11/12/2014 Sitework	K&W Construction	\$878,295.00	
	BP#3 11/12/2014 Concrete	Waterbury Masonry	\$495,000.00	
	BP#5 11/12/2014 Structural Steel & Misc. Metals	Engineered Building Products	\$1,225,000.00	
		Subtotal:	<u>\$2,598,295.00</u>	
	CM Fee (2.25%)	A. Prete	\$58,462.00	
	Contingency on Trades (4.0%)	A. Prete	\$103,932.00	
		TOTAL AMENDMENT #3:	\$2,760,689.00	\$8,342,628.00
Amendment #4	Bid Package			
	BP#4 11/19/2014 Masonry	Joe Capasso Mason Enterprises	\$1,943,000.00	
	BP #8A 11/20/2014 General Trades	Conn Acoustics	\$4,440,000.00	
	BP #8 11/19/2014 Aluminum Entrances & Storefronts	Cherry Hill Glass Co.	\$1,185,700.00	
	BP#15 11/19/2014 Mechanical Plumbing, Fire Protection and Kitchen Equipment	Enterprise Plumbing & Heating	\$6,600,000.00	
	BP#16 11/19/2014 Electrical	Ed-Mor Electric	\$2,698,000.00	
		Subtotal:	<u>\$16,866,700.00</u>	
	Out of Scope Change Orders <\$500,000.		\$7,200.00	
	CM Fee (2.25%)	A. Prete	\$379,501.00	
	Contingency on Trades (4.0%)	A. Prete	\$674,668.00	
		TOTAL AMENDMENT #4:	\$17,928,069.00	\$26,270,697.00
Amendment #5				
	Reimbursable Expenses			
	Safety Solution Consultants, Inc		\$33,480.00	
	MicroDesk (BIM coordination) (Total cost of services for Microdesk is \$30,700 - \$15,000 being paid out of Construction Manager's Reimbursables = \$15,700 balance)		\$15,700.00	
	Special Testing		\$50,000.00	
		Subtotal:	<u>\$99,180.00</u>	
	Bid Packages			
	BP#6B 1/7/2015 Millwork	Nova Wood Products	\$939,300.00	
	BP#7 1/7/2015 Thermal & Moisture Protection	The Imperial Company	\$498,645.00	
	BP#9A 1/7/2015 Flooring	R&B Ceramic	\$847,850.00	
	BP#9B 1/7/2015 Painting	Professional Painting	\$187,740.00	
		Subtotal:	<u>\$2,473,535.00</u>	
	Out of Scope Change Orders		\$4,387.00	
	CM Fee (2.25%)	A.Prete	\$57,886.00	
	Contingency on Trades (4.0%)	A.Prete	\$98,941.00	
		TOTAL AMENDMENT #5:	\$2,733,929.00	\$29,004,626.00
Amendment #6				
	Reimbursable Expenses	A. Prete	\$214,887.00	
	CM Fee (2.25%)	A. Prete	\$4,835.00	
		TOTAL AMENDMENT #6:	\$219,722.00	\$29,224,348.00
Amendment #7				
	Reimbursable Expenses	A. Prete	\$170,307.00	

A.PRETE CONSTRUCTION
New Haven Academy
Agreement History - Exhibit A

	Out of Scope Change Orders		\$22,255.00	
	CM Fee (2.25%)	A. Prete	\$3,832.00	
	TOTAL AMENDMENT #7:		\$196,394.00	\$29,420,742.00
Amendment #8				
	<u>Bid Packages</u>			
	BP#14	3/25/2015 Elevators	Otis	\$182,380.00
	BP #2	3/25/2015 Cleaning Services	GoTo Cleaning Services	\$255,901.00
			Subtotal:	\$438,281.00
	Out of Scope Change Orders		\$97,988.00	
	CM Fee (2.25%) (\$438,281)	A. Prete	\$9,861.00	
	Contingency on Trades (4.0%) (\$428,281)	A. Prete	\$17,531.00	
	TOTAL AMENDMENT #8:		\$563,661.00	\$29,984,403.00
Amendment #9				
	Additional General Conditions	A. Prete	\$38,039.00	
	Reimbursable Expenses	A. Prete	\$48,400.00	
		Subtotal:	\$86,439.00	
	Out of Scope Change Orders		(\$30,930.00)	
	CM Fee (2.25%) (\$86,439)	A. Prete	\$1,945.00	
	TOTAL AMENDMENT #9:		\$57,454.00	\$30,041,857.00
Amendment #10				
	Out of Scope Change Orders	A. Prete	\$210,484.00	
	TOTAL AMENDMENT #10:		\$210,484.00	\$30,252,341.00
Amendment #11				
	General Conditions	A. Prete	\$2,105.00	
	Reimbursable Expenses	A. Prete	\$129,520.00	
		Subtotal:	\$131,625.00	
	Out of Scope Change Orders >\$500,000 (\$301,031)		\$489,647.00	
	CM Fee (2.25%) (CO's)	\$301,031	\$6,773.00	
	CM Fee (2.25%) (GC's & Reimbursables)		\$2,962.00	
		Subtotal:	\$9,735.00	
	TOTAL AMENDMENT #11:		\$631,007.00	\$30,883,348.00
Amendment #12				
	General Conditions Staffing	A. Prete	\$308,254.00	
	Out of Scope Change Orders >\$500,000 (\$79,969)		\$79,969.00	
		Subtotal:	\$388,223.00	
	CM Fee (2.25%) (CO's)		\$1,799.00	
	CM Fee (2.25%) (GC's & Reimbursables)		\$6,938.00	
	TOTAL AMENDMENT #12:		\$396,958.00	\$31,280,306.00
Amendment #13				
	General Conditions	A. Prete	\$39,732.00	
	Reimbursable Expenses	A. Prete	\$150,022.00	
		Subtotal:	\$189,754.00	
	Out of Scope Change Orders >\$500,000 (\$166,562)		\$166,562.00	
	CM Fee (2.25%) (CO's)		\$3,748.00	
	CM Fee (2.25%) (GC's & Reimbursables)		\$4,269.00	
	TOTAL AMENDMENT #13:		\$364,333.00	\$31,644,639.00
Amendment #14				
	Out of Scope Change Orders >\$500,000 (\$128,606)		\$128,606.00	
	CM Fee (2.25%) (CO's)		\$2,894.00	
	TOTAL AMENDMENT #14:		\$131,500.00	\$31,776,139.00
Amendment #15				
	Out of Scope Change Orders >\$500,000 (\$127,171)		\$127,171.00	
	CM Fee (2.25%) (CO's)		\$2,861.00	
	TOTAL AMENDMENT #15:		\$130,032.00	\$31,906,171.00
Amendment #16				
	Out of Scope Change Orders >\$500,000 (\$50,630)		\$50,630.00	
	CM Fee (2.25%) (CO's)		\$1,139.00	
	TOTAL AMENDMENT #16:		\$51,769.00	\$31,957,940.00
Amendment #17				
	Out of Scope Change Orders >\$500,000 (\$26,428)		\$26,428.00	
	CM Fee (2.25%) (CO's)		\$695.00	
	TOTAL AMENDMENT #17:		\$27,021.00	\$31,984,961.00
Amendment #18				
	Out of Scope Change Orders >\$500,000 (\$30,959)		\$30,959.00	
	CM Fee (2.25%) (CO's)		\$697.00	
	TOTAL AMENDMENT #18:		\$31,656.00	\$32,016,617.00

A.PRETE CONSRUCTION
New Haven Academy
Agreement History - Exhibit A

Amendment #19	Out of Scope Change Orders >\$500,000 (\$20,843)		\$20,843.00
	CM Fee (2.25%) (CO's)		\$469.00
	TOTAL AMENDMENT #19:		\$21,312.00
			\$32,037,929.00
<hr/>			
Amendment #20	Reimbursables	A. Prete	\$181,748.00
	Out of Scope Change Orders >\$500,000 (\$3,148)		\$3,148.00
		Subtotal:	\$184,896.00
	CM Fee (2.25%) (CO's & GC's)		\$4,160.00
	TOTAL AMENDMENT #20:		\$189,056.00
			\$32,226,985.00
<hr/>			
Amendment #21/FINAL	General Conditions	A. Prete	\$89,291.00
	Reimbursables	A. Prete	\$2,064.00
	Out of Scope Change Orders >\$500,000 (\$9,103)		\$9,103.00
		Subtotal:	\$100,458.00
	CM Fee (2.25%)		\$2,260.00
	TOTAL AMENDMENT #21:		\$102,718.00
			\$32,329,703.00

Accepted by PM _____

A.Prete Construction
Exhibit B1
New Haven Academy
Amendment 21

ITEM	AMOUNT	TOTAL
6.1 COST OF THE WORK		
6.1.2 CM Costs		
General Conditions -FINAL	\$ 89,291	
Reimbursables -FINAL	\$2,064	
Subtotal 6.1.2:		\$ 91,355
6.1.3 Subcontract Costs		
<u>Out of Scope Change Orders</u>		
See Exhibit B2	\$ 9,103.00	
Subtotal 6.1.3:		\$ 9,103.00
6.1.4 Costs of Materials & Equipment Incorporated in the Completed Construction	\$0.00	
Subtotal 6.1.4:		\$0.00
6.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items		
Subtotal 6.1.5:		\$0.00
6.1.6 Miscellaneous Costs		
SUBTOTAL 6.1 (COST OF THE WORK):		\$100,458.00
5.1.1 CONSTRUCTION MANAGER'S FEE		
CM Fee (2.25%) on >500K Balance to Date:	\$9,103	\$205.00
CM Fee (2.25 %) of GC's & Reim	\$91,355.00	\$2,055.00
SUBTOTAL 5.1.1 (CM FEE):		\$2,260.00
5.2.1 CONTINGENCY		
Contingency (4 %) Trade Contracts Only		
SUBTOTAL 5.2.1 (CONTINGENCY):		\$0.00
TOTAL AMENDMENT #21		\$102,718.00
TOTAL AMENDMENT #20		\$189,056.00
TOTAL AMENDMENT #19		\$21,312.00
TOTAL AMENDMENT #18		\$31,656.00
TOTAL AMENDMENT #17		\$27,021.00
TOTAL AMENDMENT #16		\$51,769.00
TOTAL AMENDMENT #15		\$130,032.00
TOTAL AMENDMENT #14		\$131,500.00
TOTAL AMENDMENT #13		\$384,333.00
TOTAL AMENDMENT #12		\$396,958.00
TOTAL AMENDMENT #11		\$631,007.00
TOTAL AMENDMENT #10		\$210,484.00
TOTAL AMENDMENT #9		\$57,454.00
TOTAL AMENDMENT #8		\$563,661.00
TOTAL AMENDMENT #7		\$196,394.00
TOTAL AMENDMENT #6		\$219,722.00
TOTAL AMENDMENT #5		\$2,733,929.00
TOTAL AMENDMENT #4		\$17,928,069.00
TOTAL AMENDMENT #3		\$2,760,689.00
TOTAL AMENDMENT #2		\$3,819,342.00
TOTAL AMENDMENT #1		\$1,539,696.00
BASE CONTRACT		\$222,901.00
Total CONTRACT To Date		\$32,329,703.00

EXHIBIT B2
AMENDMENT # 21

CCA No.	Type	Description / Reason for Change	Trade Cost	Contractor
372	OS	Penthouse Door Modifications	\$ 9,103	Imperial
		Total this Amendment	\$ 9,103.00	

NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **New Haven Academy** COP #372
 ADDRESS: **444 Orange Street** DATE:
 ARCHITECT: **BL Companies** CITY PROJECT #
 OWNER: **New Haven Board of Education** S.D.E. **093-0364 MAG/EA**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK:

Trade Contractor	Description of Scope of Work	Amount
The Imperial Company Inc	Penthouse Door Modifications	\$9,103.00
	Total:	\$9,103.00

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by: Imperial Company Change Order Request #14-168-SC01 (Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

Change in Contract Sum:
 Amount: \$9,103.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT:

BL Companies

PROGRAM MANAGER:

New Haven School
 Construction Program

CONSTRUCTION

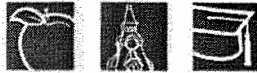
MANAGER:
 A. Prete Construction Co.,
 Inc

 DATE

 DATE

5/9/19

 DATE



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: NHPS Finance and Operations Committee
From: BS Thomas Smith/Robert Lynn ME
Re: Strong School 21st Century Communications Magnet & Lab School
 Giordano Construction Company
 Amendment #4 to CM Agreement
Meeting Date: May 20, 2019

Executive Summary:

Approval is requested for **Amendment #4** to the Construction Management (CM) Agreement for the new Strong 21st Century Communications Magnet & Lab School with the Giordano Construction Company of 1155 Main Street, Branford, CT 06405. This amendment is for Out of Scope Changes and Bid Package #02W to the CM agreement. This amendment is in the amount of **(\$200,758.00)**.

Amount of Agreement and Amendment History:

Item	Amount	Cumulative Contract Value
Agreement		\$203,000.00
Amendment #1	\$35,624,943.00	\$35,827,943.00
Amendment #2	(\$131,521.00)	\$35,696,422.00
Amendment #3	\$282,346.00	\$35,978,768.00
Amendment #4	\$200,756.00	\$36,179,526.00

Funding Source: 3078-17GG-58001

The Amendment and complete scope of services is attached.

**FOURTH AMENDMENT TO AGREEMENT
FOR CONSTRUCTION MANAGEMENT SERVICES
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION
("OWNER") AND GIORDANO CONSTRUCTION DATED FEBRUARY 14, 2017
("CONSTRUCTION MANAGER")**

A19-

FOURTH AMENDMENT dated as of _____, 2019
by and between the City of New Haven Board of Education of 54 Meadow Street,
New Haven, Connecticut 06519 ("Owner") and Giordano Construction, 1155
Main Street, Branford, CT 06405 ("Construction Manager").

WHEREAS, the Owner and the Construction Manager entered into that
certain Standard Form of Agreement Between Owner Construction Manager
dated February 14, 2017 ("Agreement" (A17-0113), Amendment #1 (A18-0531),
Amendment #2 (A19-0058) and Amendment #3 (A19-) for the provision of
Construction Management services in connection with construction and
renovations to the Strong 21st Century Communications Magnet & Lab School
("Project"); and

WHEREAS, the Owner has requested the Construction Manager to
provide reduced services to the Project;

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Additional Compensation: The Owner agrees to pay the Construction
Manager an additional amount Two Hundred Thousand, Seven Hundred Fifty
Eight Dollars and No Cents (\$200,758.00).
2. Guaranteed Maximum Price: This Amendment will result in an increase in the
Guaranteed Maximum Price from Thirty Five Million, Nine Hundred Seventy
Eight Thousand, Seven Hundred Sixty Eight Dollars and No Cents
(\$35,978,768.00) to a new Guaranteed Maximum Price amount of Thirty Six
Million, One Hundred Seventy Nine Thousand, Five Hundred Twenty Six
Dollars and No Cents (\$36,179,526.00).
3. Additional Services: The Construction Manager agrees to provide the
additional services of construction management administration for the project,
as indicated by Exhibits A, B1 and B2.
4. No Waiver: Except as specifically described in this Amendment, nothing in
this Agreement shall be construed as a waiver by the Board of any of the
provisions of this Agreement. The Construction Manager acknowledges,
agrees and confirms that in accordance with the terms of the Agreement, the
Construction Manager shall not be entitled to any compensation in excess of
the Additional Compensation referenced herein.

5. Effectiveness: On and after the date hereof, each reference in the Agreement to "the Agreement," "this Agreement", "hereunder," "hereof," "herein," or words of like import shall mean and be in reference to the Agreement as amended.
6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.

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

Darnell Goldson
President, Board of Education

WITNESS

GIORDANO CONSTRUCTION

Duly Authorized

**Approved as to Form and
Correctness**

Stacy Lynn Werner
Senior Assistant Corporation
Counsel

GIORDANO CONSTRUCTION
Strong School
Agreement History - Exhibit A

Agreement		Cumulative Total
	Pra-Construction Phase	\$ 203,000.00
	TOTAL AGREEMENT :	\$203,000.00
Amendment #1	Construction Phase	
	Staffing	\$1,182,801.00
	Reimbursables	\$488,750.00
	General Requirements	\$592,473.00
	Subtotal:	\$2,264,024.00
BP #1A	Progress and Final Cleaning	Advantage Maintenance \$94,980.00
BP #1C	Final Cleaning	Cdees Cleaning \$15,370.00
BP #2A	Sitework	Manafort Brothers Inc \$3,294,000.00
BP #2F	Construction Fencing	J&S General Contractors \$30,025.00
BP #2L	Landscaping	Glen Terrace \$160,000.00
BP #3A	Concrete	Ralph Camputaro & Sons \$1,472,190.00
BP #4A	Masonry	Acronam Masonry Inc. \$2,140,000.00
BP #5A	Structural Steel & Misc. Metals	The Berlin Steel Co. \$3,071,075.00
BP #6A	Wall Systems & Specialties	Conn Acoustics \$4,029,224.00
BP #6B	Millwork	Legere Group \$749,088.00
BP #6C	Acoustical Ceilings	Turnbridge Construction \$49,700.00
BP #6D	Drywall & Taping	Turnbridge Construction \$97,500.00
BP #6M	Millwork Installation	Turnbridge Construction \$54,200.00
BP #7A	Roofing	Young Developers \$555,000.00
BP #7B	Exterior Panels	Massey's Plate Glass & Alum. \$1,106,896.00
BP #8A	Windows & Curtainwall	Massey's Plate Glass & Alum. \$2,033,000.00
BP #9A	Flooring	R&B Ceramic Tile \$609,000.00
BP #9B	Painting	Professional Painting \$196,500.00
BP #9P	Painting	Professional Painting \$12,700.00
BP #10A	Toilet Partitions & Access.	The Coe & Brown Company \$53,600.00
BP #10B	Metal Shelving	The Coe & Brown Company \$30,800.00
BP #10C	Lockers	The Coe & Brown Company \$120,000.00
BP #15	Mechanical	MJ Daly \$7,877,000.00
BP #16	Electrical	Ducci Electrical Contractors \$3,578,000.00
	Subtotal:	\$31,429,848.00
	CM Fee (2.0%)	\$673,877.00
	Contingency (4.0%)	\$1,257,194.00
	TOTAL AMENDMENT #1:	\$35,624,943.00
		\$35,827,943.00
Amendment #2	GNHWPCA 1/2 Connection Fee	\$28,666.00
	CNG Service Installation	\$41,989.00
	Out of Scope Changes	\$179,453.00
	VE Changes	(\$360,027.00)
	Subtotal:	(\$109,919.00)
	CM Fee (2.0%) Subcontract Cost VE	
	Changes - Back to Owner (\$360,027)	(\$7,201.00)
	Contingency (4.0%) Subcontract Cost	
	VE Changes - Back to Owner (\$360,027)	(\$14,401.00)
	TOTAL AMENDMENT #2:	(\$131,521.00)
		\$35,696,422.00
Amendment #3	Out of Scope Changes	\$282,346.00
	TOTAL AMENDMENT #3:	\$282,346.00
		\$35,978,768.00
Amendment #4	BP #02W	
	Concrete Walk and Stairs	White Owl Construction \$63,900.00
	CM Fee (2.0%)	\$1,278.00
	Contingency (4.0%)	\$2,556.00
	Subtotal:	\$67,734.00
	Out of Scope Changes	\$133,024.00
	TOTAL AMENDMENT #4:	\$200,758.00
		\$36,179,526.00

Exhibit B1

Strong 21st Century Communications Magnet Lab School Phase 1
SDE# 096-0368N

Giordano Construction Co., Inc
AMENDMENT #4

ITEM	AMOUNT	TOTAL
6.1 COST OF THE WORK		
6.1.2 CM Costs		
<u>Construction Phase</u>		
6.1.2 Subtotal CM Costs		\$0.00
6.1.3 Subcontract Costs		
Out of Scope Change Orders	\$133,024.00	
BP-02W SCD Concrete Walks & Stairs White Owl Construction, LLC	\$63,900.00	
Subtotal 6.1.3:		\$196,924.00
6.1.6 Miscellaneous Costs		
- Liability Insurance		
- CM Bond	.8%	
- Other Item		
Subtotal 6.1.6:		\$ -
SUBTOTAL 6.1 (COST OF THE WORK):		\$196,924.00
5.1.1 CONSTRUCTION MANAGER'S FEE		
CM Fee (2.0%) of Subcontract Cost On BP-02W SCD	\$1,278.00	
SUBTOTAL 5.1.1 (CM FEE):		\$1,278.00
5.2.1 CONTINGENCY		
Contingency Fee (4.0%) of Subcontract Cost BP-02W SCD	\$2,556.00	\$2,556.00
SUBTOTAL 5.2.1 (CONTINGENCY):		
TOTAL GMP: FOR AMENDMENT #4		\$200,758.00
TOTAL GMP: FOR AMENDMENT #3		\$282,346.00
TOTAL GMP: FOR AMENDMENT #2		(\$131,521.00)
TOTAL GMP: FOR AMENDMENT #1		\$35,624,943.00
Prior GMP: FOR BASE CONTRACT		\$203,000.00
Total GMP To Date:		\$36,179,526.00

March 26, 2019

New Haven School Construction
C/O Gilbane Program Management
54 Meadow Street, 8th Floor
New Haven, CT 06519

Attn: Tom Smith

Re: **Strong 21st Century Communications Magnet Lab School**
Project #093-0368N
Recommendation to Award
BP 02W – SCD Concrete Walks & Stairs

Dear Tom,

We have reviewed Bid Package 02W (SCD Concrete Walks & Stairs) for the Strong 21st Century Communications Magnet Lab School and find **White Owl Construction LLC** to be the qualified low bidder. Bids were received on April 5, 2018.

In accordance with State and Local requirements, we hereby submit our formal recommendation to award Bid Package 02W (SCD Concrete Walks & Stairs) to **White Owl Construction LLC** for the lump sum of **\$ 63,900.00 (Sixty-Three Thousand Nine Hundred Dollars)** pending the approval/submission of the following:

1. Audit of Labor Rates, approval & acceptance by CM & BOE. Audit process will begin immediately, and approved rates will be amended to the contract.

Please prepare an Amendment and expedite as soon as possible so we may issue a contract to **White Owl Construction LLC**.

Respectfully,



Christopher Malerba
Project Manager
Giordano Construction Co., Inc.

Giordano Construction Co., Inc.

CONSTRUCTION MANAGERS GENERAL CONTRACTORS DEVELOPERS

Box 802 1155 Main Street Branford, CT 06405 TEL: 203.481.7264 FAX: 203.481.5764 www.giordanoconstruction.com

Exhibit B2

COP No.	Type	Description	Bid Package	Trade Contractor	Out of Scope Amount
Phase - 1					
CCA#029		ASI 18 Door & Hardware Change	06A	Conn Acoustics	\$1,898.00
CCA#029		ASI 18 Door & Hardware Change	08A	Massey's Plate Glass	(\$838.00)
CCA#041		ASI 25 West Retaining Wall	02A	Manafort	\$7,497.00
CCA#041		ASI 25 West Retaining Wall	03A	R Computaro	\$8,836.00
CCA#054		Lintel Elevation Changes	05A	Berlin Steel	\$3,755.00
CCA#059		RFI 185 Revised Hardware Set Dr-225A	06A	Conn Acoustics	(\$4,058.00)
CCA#060		ASI 32 Retaining Wall & Playground Rev	02A	Manafort	\$57,975.00
CCA#062		Security Cameras - Hikvision to Panasonic	16A	Ducci Electric	\$33,161.00
CCA#065		Credit for Omitted Locker Padlocks	10C	Coe & Brown	(\$2,720.00)
CCA#066		Replacement Door Frame	06A	Conn Acoustics	\$1,304.00
CCA#069		Galv. Loose Lintels	05A	Berlin Steel	\$5,890.00
CCA#072		Bent Metal Covers	04A	Acranom	\$5,867.00
CCA#073		ASI-13 Elect Rev to rms: 107B, 132A, 205	16A	Ducci Electric	\$4,135.00
CCA#074		ASI-038 Add Card Reader to dr-128E	16A	Ducci Electric	\$6,724.00
CCA#075		ASI-039 Ext. Light & Power Rev.	16A	Ducci Electric	\$3,598.00
Subtotal This Amendment					\$133,024.00

NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#029
 ADDRESS: **69 Farnham Avenue NH, CT** DATE:2/28/19
 ARCHITECT: **JCJ** CITY PROJECT#
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: ASI 18 Door & Hardware Change

Trade Contractor	Description of Scope of Work	Amount	E/I
Conn Acoustics	Provide (11) NAC in lieu of deadbolt capture electric strike.	\$1,898.00	E
Massey Plate Glass		-\$838.00	
Total:		\$1,060.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

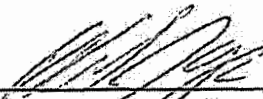
Change in Contract Sum:
Amount: \$1,060.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects


DATE 3.5.19

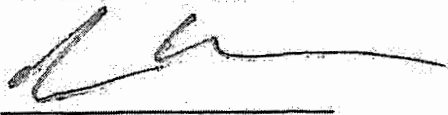
PROGRAM MANAGER:

New Haven School
Construction Program


DATE 3/5/2019

CONSTRUCTION

MANAGER:
Giordano Construction Co.


DATE 3.5.19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: Strong School **CCA#041**
ADDRESS: 69 Farnham Avenue NH, CT **DATE:** 3/21/19
ARCHITECT: JCJ **CITY PROJECT#:**
OWNER: New Haven Board of Education **S.D.E.** **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: ASI-25 West Retaining Wall

Trade Contractor	Description of Scope of Work	Amount	E/I
MBI	Grading, Manhole & Cover per ASI 025.	\$7,497.00	E
RC&S	Add brickshelf, rebar & step wall as per ASI 025.	\$8,836.00	E
Total:		\$16,333.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

Change in Contract Sum:
Amount: **\$16,333.00**


Note: Any costs included in this CCA are subject to Accounting Review.

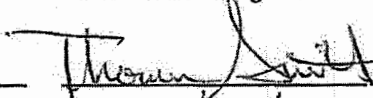
Change in Contract Time:

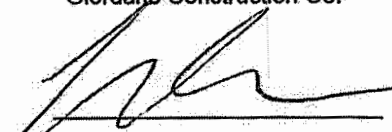
ARCHITECT:
JCJ Architects

PROGRAM MANAGER:
New Haven School
Construction Program

**CONSTRUCTION
MANAGER:**
Giordano Construction Co.


DATE 3.26.19


DATE 3/26/2019


DATE 3-26-19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: Strong School	CCA#054	
ADDRESS: 69 Farnham Avenue NH, CT	DATE: 2/8/19	
ARCHITECT: JCJ	CITY PROJECT#	
OWNER: New Haven Board of Education	S.D.E.	093-0368

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: Lintel Elevation Changes

Trade Contractor	Description of Scope of Work	Amount	E/I
Berlin Steel	Install Lintels to changed elevations as per attached Sketches.	\$3,755.00	E
Total:		\$3,755.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

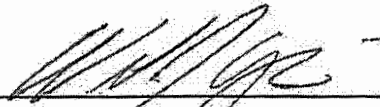
Change in Contract Sum:
Amount: **\$3,755.00**

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

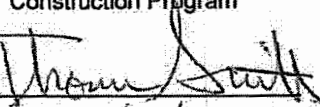
ARCHITECT:

JCJ Architects


DATE 3.5.19

PROGRAM MANAGER:


New Haven School
Construction Program


DATE 3/5/2019

CONSTRUCTION

MANAGER:

Giordano Construction Co.


DATE 3.5.19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#059
 ADDRESS: **69 Farnham Avenue NH, CT** DATE:3/5/19
 ARCHITECT: **JCJ** CITY PROJECT#
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: RFI 185 Revised HDWR Set Dr-225A

Trade Contractor	Description of Scope of Work	Amount	E/I
Conn Acoustics	Revise Dr-225A HDWR set from 27 to 502, omitting latch bolt monitoring.	\$-4,058.00	E
Total:		\$-4,058.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment. In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)


Method of determining value of change in contract:

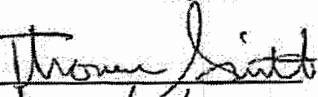
Lump Sum: Unit price:
 Time and Material: Other: Eligible:
 Ineligible:

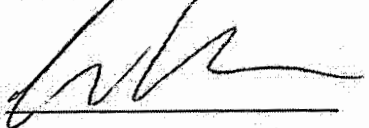
Change in Contract Sum:
Amount: _____

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT: 
JCJ Architects

PROGRAM MANAGER:
New Haven School
Construction Program

DATE 3/12/2019

CONSTRUCTION
MANAGER:
Giordano Construction Co.

DATE 3.12.19

3.12.2019

DATE

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#062
ADDRESS: **69 Farnham Avenue NH, CT** DATE: **2/26/19**
ARCHITECT: **JCJ** CITY PROJECT#: _____
OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: Security Cameras - Hikvision to Panasonic

Trade Contractor	Description of Scope of Work	Amount	E/I
Ducci Electric	Provide Panasonic security cameras in-lieu of Hikvision as per owner request.	\$33,161.00	E
	Total:	\$33,161.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
Time and Material: Other: Ineligible:

Change in Contract Sum:
Amount: \$33,161.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT:
JCJ Architects

PROGRAM MANAGER:
New Haven School Construction Program

CONSTRUCTION MANAGER:
Giordano Construction Co.

DATE: 3.5.19

DATE: 3/5/2019

DATE: 3.5.19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#065
 ADDRESS: **69 Farnham Avenue NH, CT** DATE: 3/1/19
 ARCHITECT: **JCJ** CITY PROJECT#
 OWNER: **New Haven Board of Education** S.D.E. 093-0368

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: Credit for Omitted Locker Padlocks

Trade Contractor	Description of Scope of Work	Amount	E/I
Coe & Brown Co.	Credit to omit the locker padlocks as requested by owner.	-\$2,720.00	E
	Total:	-\$2,720.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and **Allowance** costs may be billed upon execution of this CCA.

The following information is being provided by:
 (Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

Change in Contract Sum:
 Amount: -\$2,720.00

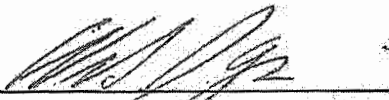
Note: Any costs included in this CCA are subject to Accounting Review.

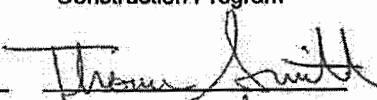
Change in Contract Time:


ARCHITECT:
 JCJ Architects

PROGRAM MANAGER:
 New Haven School
 Construction Program

CONSTRUCTION
 MANAGER:
 Giordano Construction Co.


 DATE 3.5.19


 DATE 3/5/2019


 DATE 3.5.19

NEW HAVEN SCHOOL CONSTRUCTION... CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#066
 ADDRESS: **69 Farnham Avenue NH, CT** DATE:3/19/19
 ARCHITECT: **JCJ** CITY PROJECT#
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: Replacement Door Frames

Trade Contractor	Description of Scope of Work	Amount	E/I
Conn Acoustics	Supply quick ship (3) door frames 121, 204B & 219	\$1,304.00	E
	Total:	\$1,304.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

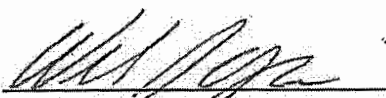
Change in Contract Sum:
Amount: \$1,304.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

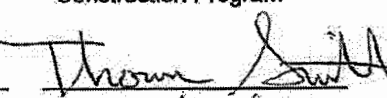
ARCHITECT:

JCJ Architects


DATE 3.26.19

PROGRAM MANAGER:

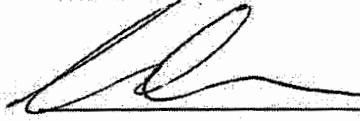
New Haven School
Construction Program


DATE 3/26/2019

CONSTRUCTION

MANAGER:

Giordano Construction Co.


DATE 3.26.19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#069
 ADDRESS: **69 Farnham Avenue NH, CT** DATE:3/29/19
 ARCHITECT: **JCJ** CITY PROJECT#
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: Galvanized Loose Lintels

Trade Contractor	Description of Scope of Work	Amount	E/I
Berlin Steel	Furnish (28) additional galvanized Lintels as required.	\$5,890.00	E
	Total:	\$5,890.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

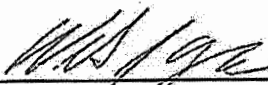
Change in Contract Sum:
Amount: \$5,890.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects


DATE 4.2.19


PROGRAM MANAGER:

New Haven School
Construction Program


DATE 4/16/2019

CONSTRUCTION
MANAGER:

Giordano Construction Co.


DATE 4/16/19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: Strong School	CCA#072	
ADDRESS: 69 Farnham Avenue NH, CT	DATE: 4/1/19	
ARCHITECT: JCJ	CITY PROJECT#	
OWNER: New Haven Board of Education	S.D.E.	093-0368

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: Bent Metal Covers

Trade Contractor	Description of Scope of Work	Amount	E/I
Acranom	Install bent metal covers over the AVB and caulked in place prior to the placement of thru wall flashing and cmu or brick.	\$5,867.00	E
Total:		\$5,867.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment. In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

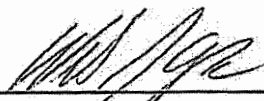
Change in Contract Sum:
Amount: \$5,867.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects


DATE 4.2.19

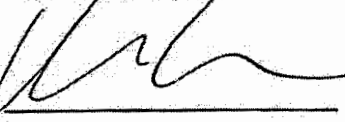
PROGRAM MANAGER:

New Haven School
Construction Program


DATE 4/16/2019

CONSTRUCTION
MANAGER:

Giordano Construction Co.


DATE 4/16/19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: Strong School **CCA#073**
ADDRESS: 69 Farnham Avenue NH, CT **DATE:** 4/15/19
ARCHITECT: JCJ **CITY PROJECT#**
OWNER: New Haven Board of Education **S.D.E.** **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: **In Scope:** **Allowance:**

Please proceed with the following work:

DESCRIPTION OF THE WORK: ASI 13 Elec Revisions to 107B, 132A & 205

Trade Contractor	Description of Scope of Work	Amount	E/I
Ducci Elect	Change power/stub-ups in rooms 107B, 132A, 205 as per ASI 13 attached.	\$4,135.00	E
	Total:	\$4,135.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: **Unit price:** **Eligible:**
Time and Material: **Other:** **Ineligible:**

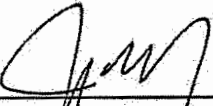
Change in Contract Sum:
Amount: \$4,135.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT:

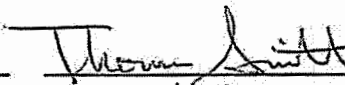
JCJ Architects



DATE 4.16.19

PROGRAM MANAGER:

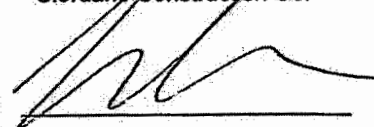
New Haven School
Construction Program



DATE 4/16/2019

CONSTRUCTION

MANAGER:
Giordano Construction Co.



DATE 4/16/19

NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#074
 ADDRESS: **69 Farnham Avenue NH, CT** DATE: **4/15/19**
 ARCHITECT: **JCJ** CITY PROJECT#: **S.D.E.**
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: ASI 038 Add Card Reader to Door 128E

Trade Contractor	Description of Scope of Work	Amount	E/I
Ducci Elect	Add door Access Control to Dr-128E as per ASI 038 attached.	\$6,724.00	E
	Total:	\$6,724.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

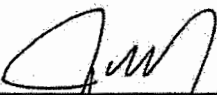
Change in Contract Sum:
Amount: \$6,724.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects


DATE 4.16.19

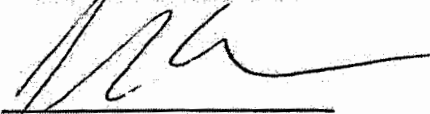
PROGRAM MANAGER:

New Haven School
Construction Program


DATE 4/16/2019

CONSTRUCTION

MANAGER:
Giordano Construction Co.


DATE 4/16/19

NEW HAVEN SCHOOL CONSTRUCTIC CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME:	Strong School	CCA#075	
ADDRESS:	69 Farnham Avenue NH, CT	DATE:	
ARCHITECT:	JCJ	CITY PROJECT#:	
OWNER:	New Haven Board of Education	S.D.E.	093-0368

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope: In Scope: Allowance:

Please proceed with the following work:

DESCRIPTION OF THE WORK: ASI 039 Exterior Light & Power Revisions

Trade Contractor	Description of Scope of Work	Amount	E/I
Ducci Elect	Change exterior lighting, wiring & convenience outlet as per ASI 039 attached.	\$3,598.00	E
Total:		\$3,598.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum: Unit price: Eligible:
 Time and Material: Other: Ineligible:

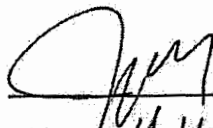
Change in Contract Sum:
Amount: \$3,598.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT:

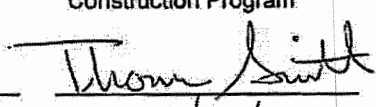
JCJ Architects



DATE 4.16.19

PROGRAM MANAGER:

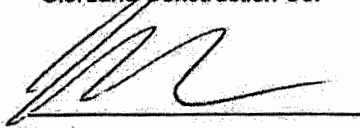
New Haven School
Construction Program



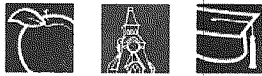
DATE 4/16/2019

CONSTRUCTION
MANAGER:

Giordano Construction Co.



DATE 4/16/19



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Lisa Mack, Director of Human Resources and Labor Relations
Re: F&O Agenda Item Request/Approval Agreement with Teach for America
Meeting Date: May 20, 2019

Approval is requested for a Purchase Order under Agreement by and between the New Haven Board of Education and Teach For America, Inc. (TFA), 370 James St., Suite 404, New Haven, CT for FY 2017-18 for ongoing professional development support for School Year 2018-19.

Amount of Agreement and Daily, Hourly, or Per Session Cost: The BOE agreed to pay \$3,277.00 for each teacher on their 2nd year hired by the District in the 2017-2018 school-year for a maximum of Seven (7) teachers as per General Provisions of the Agreement, Section A ii (Fees) and Section C (Term), in a total amount not to exceed \$22,939.

Funding Source: Alliance District - Talent
Acct. #2547-6105-56694

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**
Teach For America has been viable in being able to attract, develop, recognize and retain talented educators of all kinds, including high quality teachers, school leaders, district leaders, and supporting school staff, by cultivating a culture and systems of professional excellence that support growth and collaboration.
- 2. Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
Teach for America is a key part of New Haven Public Schools Recruitment efforts. NHPS has been successful in hiring educators in the teacher shortage areas such as Math and Science. All teachers are evaluated through TVAL with a shared goal. All **Students** – Engage *all* students in purposeful, supportive, and meaningful learning experiences that coherently support and challenge students to academic, social-emotional and physical development, through instructional systems that tie together curriculum, instruction, interventions, and assessments
- 3. Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**
New Haven Public Schools believe the current agreement with Teach for America has been fiscally sound as the district has been successful in filling teacher vacancies with a swift turnaround time over the last several years.

One day, all children in this nation will have the opportunity to attain an excellent education.

TEACHFORAMERICA

INVOICE

To: Karen Barnes
Business Office
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

From: Nate Snow
Executive Director
Teach For America • Connecticut
370 James Street, Suite 404
New Haven, CT 06513

Re: Invoice for 2018-2019 Professional Fees for Service

Date: February 8, 2019

Pursuant to Section: GENERAL PROVISIONS; FEES-FOR-SERVICE of the Educational Professional Services Agreements (attached), this invoice serves as the first and only request for payment for services rendered by Teach For America on behalf of New Haven Public Schools. These services include the recruitment, training, and support of 7 teachers (roster attached) employed by New Haven Public Schools for the 2018-2019 academic year at a cost of \$3,277.00 per 2017 corps member.

Total amount due is **\$22,939.00**

Please remit payment by March 15, 2019 at:

**Teach For America
370 James Street, Suite 404
New Haven, CT 06513**

Teach For America's Federal Tax Identification Number is 13-3541913.



AN AMERICORPS PROGRAM

370 James Street, Suite 404 • New Haven, CT 06513 • P 203.786.5498 • www.teachforamerica.org

2018-2019 ROSTER

Corps Year	License Area	Grade Group	Subject Group
2017	CTCHEM	High	Science
2017	CTENGL	Middle	English
2017	CTELEM	Upper Elementary (3-5)	English
2017	CTELEM	Upper Elementary (3-5)	SCIENCEGEN
2017	CTCHEM	High	Science
2017	CTELEM	Upper Elementary (3-5)	General Education
2017	CTMATH	High	Mathematics

EXECUTED
ORIGINAL

**EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
TEACH FOR AMERICA, INC.**

This Educational Professional Services Agreement (this "Agreement") is entered into this 10th day of October, 2017 and effective the 23th day of August, 2017, by and between TEACH FOR AMERICA, INC. ("Teach For America"), an AmeriCorps program and Connecticut non-profit with offices at 370 James St. Suite 404, New Haven, CT 06513 and NEW HAVEN PUBLIC SCHOOLS, a political subdivision of the State of Connecticut ("School District"), with offices at 54 Meadow Street, New Haven, CT 06519

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems. New Haven School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

Accordingly, and contingent upon the availability of sufficient funding to enable Teach For America to expand its operations to New Haven and provide the described services, School District and Teach For America agree as follows:

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING

School District Responsibilities:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") set forth in **Appendix A** (the "Agreed Number"), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District and the failure of Teach For America to provide the full Agreed Number of Teachers for any academic year shall not constitute a breach of this Agreement for any purpose whatsoever.
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.
- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.

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APR 11 2011

- iv. Teach For America Teachers will be hired proportionally for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. For the avoidance of doubt, if the School District's range of vacancies consists of a certain percentage of "critical" or "shortage" vacancies, then Teach For America Teachers will be hired for no more than the same overall percentage of these types of vacancies. (ie, if the School District has 30% of their total vacancies in "critical" or "shortage" areas, Teach For America Teachers may only be hired for 30% of those "shortage" roles.)
- v. School District and Teach For America will collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a "Partner School") for placement of a Teacher, (i) the school's student population must be considered high poverty relative to the student population elsewhere in the district and (ii) the school must have sufficient vacancies to enable the hiring/placement of at least two Teachers in the same academic year. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

B. Hiring Process.

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established hiring process.
- ii. School District shall enter into written employment agreements with and employ hired Teachers at least fourteen (14) days before the first day of the academic school year, to the extent possible and in accordance with established District hiring practices.
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to enable the individual Teacher to obtain a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

Teach For America Responsibilities:

- C. **Candidate Recruitment and Selection.** Teach For America will recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and

career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

- D. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training at Teach For America Institutes, which are designed and delivered by the organization in order to prepare Teachers for this work.

II. **TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS**

School District Responsibilities

A. Employment Status.

- i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. For the avoidance of doubt, in the event School District is an "at-will" employer nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to permit Teach For America to interfere in the employment relationship between School District and an employed Teacher.
- iii. Nothing in this Agreement shall be construed to permit Teach For America to function as the representative of any Teacher absent the express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iv. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- v. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and the Teacher.
- vi. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District as described in this Agreement is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.

- vii. Subject to its obligations under either pre-existing labor agreements, applicable municipal and state laws and regulations, and/or its policies and procedures, School District acknowledges that there is an expectation that Teacher(s) shall be employed for two years, provided that the Teacher remains an employee in good standing.
 - viii. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two year commitment by mutual agreement between School District and such Teacher(s).
- B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits (including, as applicable, health, dental, vision and retirement) as are provided to other teachers employed by School District who are similarly situated from the standpoint of certification status, seniority and any other factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.
- C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights. For the avoidance of doubt, this obligation is limited and controlled by any obligations that the School District has under any pre-existing collective bargaining agreements and applicable municipal and state laws and regulations.

Teach For America Responsibilities

- D. Professional Development Services.
- i. During the course of the academic year, Teach For America shall provide various professional development services and activities for participating Teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teachers during their first two years in the classroom.

- ii. Pursuant to its obligations under the Family Education Rights and Privacy Act ("FERPA"), School District hereby acknowledges that in the course of providing on-going professional development services for the purposes of improving instruction, School District may disclose to Teach For America student identifiable data from individual Teachers, pursuant to 34 CFR §99.31(a)(6)(i)(c).
- iii. Teach For America shall use and maintain such data as provided in 34 CFR §99.31(a)(6). In accordance with 34 C.F.R. § 99.33(b), Teach For America may re-disclose student identifiable information on behalf of School District as part of Teach For America's service to School District of providing on-going professional development services.
- iv. Teach For America may also disclose student identifiable information on behalf of School District to additional parties, provided that Teach For America, in advance, provide to School District the names of such parties and a brief description of such parties' legitimate interest in receiving such information.

E. Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record.
- ii. Individual Teachers are responsible for completing all credential requirements, including required coursework through an alternative licensure program.
- iii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

III. **GENERAL PROVISIONS**

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing pre-service training and continuing professional development services to the Teachers employed by School District under this agreement. School District agrees that all payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

- ii. With respect to each Teacher whose employment by School District is to commence in the 2017-2018 academic year, School District shall pay Teach For America an annual amount of \$3,277 for each year in which such Teacher is employed by School District, up to two years [from the date such employment is to commence]. Funds for this agreement will be available from Acct. #190-47000-56694.
- B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) initially employed by the School District.
- C. Invoicing. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year no later than October 30th, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights hereunder or constitute a breach by Teach For America of this Agreement.
- D. Term. The term of this Agreement will cover the 2017 cohort of Teachers for the 2017-2018 and 2018-2019 academic years. This Agreement will expire on June 30, 2017, but all provisions applicable to the 2017 cohort of Teachers will remain in effect through the conclusion of the 2018-2019 academic year and may be renewed at the end of the term on the same or substantial similar terms by mutual agreement of the parties.
- E. Termination. This Agreement may be terminated as follows:
 - i. at any time by mutual written agreement of the parties; or
 - ii. by either party upon written notice to the other party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching party of written notice of such breach from the non-breaching party.
- F. Effect of Termination. Except as otherwise specifically provided, if this Agreement expires or is terminated by either party, it shall become void and of no effect without liability of any party (or any of its directors, officers, employees, agents, representatives or advisors) to the other parties; provided that no such expiration or termination shall relieve any party of any liability incurred by such party under this Agreement prior to such termination. In the event that this Agreement expires or is terminated by either party, Sections II.B. and II.C. shall survive and will remain in effect until such time as there are no Teachers in their second year of employment in School District. Sections III.F., III.G., III.H., and III.I. shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach for America will be entitled to all outstanding amounts due up to the date of expiration or termination.

- G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in Section III.H) from and against any Losses (also defined below in Section III.H) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.
- H. Mutual Indemnification.
- i. To the extent permitted by applicable state laws and regulations, School District shall indemnify and hold harmless Teach For America and its officers, directors, employees and agents (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such TFA Indemnitee.
 - ii. Teach For America shall indemnify and hold harmless the School District and its officers, directors, employees and agents (the "School District Indemnitees") from and against any and all Losses to which such School District Indemnitee may become subject arising out of a breach of this Agreement by Teach For America to School District of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School District Indemnitee.
- I. Limitation of Liability. Neither Teach For America nor any of its officers, directors, employees or agents shall be liable to School District or any individual Partner School of School District for any Loss incurred by School District or such individual Partner School (as defined in I.A.v) in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to School District or any such individual Partner School in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by School District pursuant to this Agreement or in connection with any Loss of which School District is primarily culpable.
- J. Amendment/Modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.

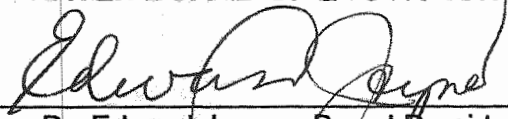
- K. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- L. Counterparts. This Agreement may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original copy of this Agreement, and which, taken together, shall be deemed to constitute one and the same agreement.
- M. Construction. The headings of Sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the Sections of this Agreement. Any reference in this Agreement to gender includes all genders. Further, except where expressly specified to the contrary, the words "include," "including," and "such as" in this Agreement should be read to mean "include without limitation."
- N. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Connecticut.
- O. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section III.N., then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- P. Notices. Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of such Party as set forth below:

If to Teach For America: Tracy-Elizabeth Clay, Esq.
General Counsel
300 W. Adams St., Ste. 1000
Chicago, IL 60606

If to School District: William Clark, Esq.
Chief Operating Officer
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519


IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

NEW HAVEN BOARD OF EDUCATION

By: 
Dr. Edward Joyner, Board President

Date: 10-10-17

TEACH FOR AMERICA, INC.

By: 
Nate Snow, Executive Director

Date: 10/6/2017

APPENDIX A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
Elementary	K-6	8	2017-2018 and 2018-2019
English	7-12	1	2017-2018 and 2018-2019
Spanish	7-12	2	2017-2018 and 2018-2019
Science	7-12	3	2017-2018 and 2018-2019
Math	7-12	3	2017-2018 and 2018-2019
TOTAL number of new hires	K-12	17	2017-2018 and 2018-2019

Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment. The total of teachers returning for their second year of employment are nine (9).
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

Joseph Barbarotta
Executive Director
Facilities Services



654 Ferry Street
New Haven, CT 06513
Tel. (475) 220-1631
Fax (203) 936-5229

To: Finance and Operations Committee

From: Joseph Barbarotta

Re: F&O Agenda Item/For Approval
Change Order #1 for On Call Asbestos Management Services

Meeting Date: May 20, 2019

cc: John Barbarotta, Luz Perez

For consideration and approval of a Change Order #1 to Contract #21549-1-2 to EnviroMed Services, 470 Murdock Ave., Meriden, CT for Asbestos Management Services to the NHPS for FY 18-19

Original Amount of Contract:	\$50,000.00
Change Order #1	\$65,577.50
Total Amount of Contract:	\$115,577.50

Funding Source: Capital Projects

- Acct. #3C19-1983-58101 (\$24,568.27)
- Acct. #3C17-1793-58700 (\$25,016.81)
- Acct. #3C19-1984-58700 (\$11,905.09)
- Acct. #3C17-17EE-58101 (\$4,087.33)

Increase is to perform a State of CT mandated 5-year radon testing districtwide.

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Enviro Med Services	VENDOR CODE :	29310
Contractor Address	P.O. Box 171 Meriden,Ct.06450 470 Murdck Avenue		
CONTRACT No.:	21549-1-2	CHANGE ORDER No:	1
PROJECT NAME	On Call Enviromental Testing		Change Order Date
CONTRACT START DATE:	July 1,2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	3C17-1799-58101, 3C19-1989-58101	C A P O No.:	70190050-00
FUNDING SOURCE OF C. O. :	3C19-1983-58101= \$24,568.27 3C17-1793-58700=\$25016.813C19-1984-58700=\$11,905.09 3C17-17EE-58101=\$4,087.33	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$50,000.00	ORIGINAL AMOUNT:	\$50,000.00
AMOUNT OF THIS CHANGE ORDER	\$65,577.50	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$115,577.500	INCREASE	<input checked="" type="checkbox"/> DECREASE

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN

REQUESTING AGENCY: _____

DEPARTMENT HEAD: _____	DATE: _____	PURCHASING AGENT: _____	DATE: _____
Department Contact: _____	Tel: _____		

OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM. _____	DATE: _____	CHIEF ADMINISTRATIVE OFFICE _____	DATE: _____
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CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF
APPROPRIATION OR AVAILABILITY OF FUNDS

DATE:

ACCOUNTS PAYABLE

DATE:

**CITY OF NEW HAVEN
CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

#21549-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
Mandated Radon 5 year testing district width .Indoor air quality control		
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Change Order #1 For repairs of custodial equipment district wide floor auto scrubbers, burnishers,swing machines, wet dry vacuums, power washers, back pack vacuums, upright vacuums, floor machines,. Time critical repairs needed for summer cleaning projects.	\$65,577.50	
SUB TOTALS	\$65,577.50	
NET INCREASE / (DECREASE)	\$65,577.50	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE INCREASED DECREASED BY DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS :

1.)	Is this Change Order a final close-out of the Contract ?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount ?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request ?)	76%			
3.)	Is any part of this Change Order outside of the scope of the original bid documents ?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done ?	YES	X	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project ?	YES		NO	X
	(If the answer to #5 above is yes, approved quotes and prices ,with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices .)				

LIST OF ATTACHMENTS :

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES