



NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

**NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING**

Monday, June 17, 2019

4:30 p.m.

Gateway Center – 2<sup>nd</sup> Floor Board Room

Chair: Mr. Joseph Rodriguez

**Action Items**

**A. INFORMATION ONLY**

1. The Superintendent approved an Agreement by and between the New Haven Board of Education and ASD Fitness Center, to provide Adaptive Physical Education programming to special education students at East Rock School, from July 1, 2019 to July 31, 2019, in an amount not to exceed \$4,000.

**Funding Source: IDEA Program  
Acct. #2504-5034-56903**

**(Pages #13-18)**

2. The Superintendent approved an Agreement by and between the New Haven Board of Education and DB&R Consulting, Inc., 11 Birch Road, Darien, CT for Professional Services in the form of Risk Management, including overseeing the closeout of the Owner Controlled Insurance Project (OCIP) for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$3,500.

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

**(Pages #19-21)**

**B. ABSTRACTS**

1. To approve the Abstract, Priority Schools, School Accountability Summer School Grant, in the amount of \$380,911. for FY 2019-2020.

**Funding Source: CT Department of Education  
Presenter: Dr. Iline Tracey**

**(Pages #22-27)**

2. To approve the Abstract, Program Enhancement Project, (PEP), Adult Education, in the amount of \$110,000. for FY 2019-2020.

**Funding Source: CT Department of Education  
Presenter: Ms. Michelle Bonora**

**(Pages #28-34)**

3. To approve the Abstract, Community Development Block Grant, in the amount of \$11,500. for FY 2019-2020.

**Funding Source: City of New Haven (HUD)  
Presenter: Ms. Gemma Joseph Lumpkin**

**(Pages #35-42)**

4. To approve the Abstract, Extended School Hours Grant, in the amount of \$332,022. for FY 2019-2020.  
**Funding Source:** CT State Department of Education  
**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages #43-47)**
5. To approve the Abstract, Head Start State Enhancement Grant, in the amount of \$124,532. for FY 2019-2020.  
**Funding Source:** CT State Department of Education  
**Presenter:** Ms. Elizabeth Gaffney  
**(Pages #48-52)**
6. To approve the Abstract, Head Start Expansion Grant, in the amount of \$127,295. for FY 2019-2020.  
**Funding Source:** CT State Department of Education  
**Presenter:** Ms. Elizabeth Gaffney  
**(Pages #53-58)**
7. To approve the Abstract, Individuals with Disabilities Education Act (IDEA) Section 611, in the amount of \$6,308,381. for FY 2019-2020.  
**Funding Source:** CT State Department of Education  
**Presenter:** Ms. Typhanie Jackson  
**(Pages #59-68)**
8. To approve the Abstract, Individuals with Disabilities Education Act (IDEA) Section 619, in the amount of \$109,280. for FY 2019-2020.  
**Funding Source:** CT State Department of Education  
**Presenter:** Ms. Typhanie Jackson  
**(Pages #69-74)**
9. To approve the Abstract, New Haven School Readiness Quality Enhancement Grant, in the amount of \$81,386. for FY 2019-2020.  
**Funding Source:** CT Office of Early Childhood (OEC)  
**Presenter:** Ms. Denise Duclos  
**(Pages #75-79)**

### C. AGREEMENTS

1. The Superintendent approved an Agreement by and between the New Haven Board of Education and Justice Education Center, to provide a summer educational, social and emotional enrichment program to Hillhouse rising 9<sup>th</sup> grade students, from July 1, 2019 to August 2, 2019, in an amount not to exceed \$17,500.  
**Funding Source:** Title I Carryover Program  
**Acct. # 2531-5265-56694-0062**  
**Presenter:** Mr. Glen Worthy  
**(Pages #80-91)**
2. To approve Amendment #2 to Agreement #96107659 with Southern Connecticut State University for the Gear-Up Program to extend the No Cost end date from June 30, 2019 to June 30, 2020.  
**Presenter:** Ms. Patricia DeMaio  
**(Pages #92-113)**



9. To approve Amendment #2 to Agreement #96243088 with Cross Sector Consulting to expand the Scope of Service to create an after-school handbooks for students, parents and staff, to reflect recommendations from the State of Connecticut's 21<sup>st</sup> Century Program, and to increase funding of \$42,250 by \$12,339. to \$54,589.

**Funding Source:** 21<sup>st</sup> Century Carryover Program  
Acct. #2579-6249-56694-0000

**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages #151-156)**

10. To approve an Agreement by and between the New Haven Board of Education and Tracey Oberg, RDH, to serve as the dental program's lead Dental Hygienist, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$75,561.

**Funding Source:** Medicaid Program  
Acct. #2512-5124-56694-0000

**Presenter:** Ms. Sue Peters  
**(Pages #157-165)**

11. To approve an Agreement by and between the New Haven Board of Education and Medical Billing of CT (MBCT) to provide medical, behavioral and dental billing services rendered at the Lincoln-Bassett School Health Clinics and in six (6) NHPS dental clinics, in an amount not to exceed \$2.29 per claim; up to \$5,000 fee for record conversion and 8% of gross insurance reimbursements for services.

**Funding Source:** Medicaid Account  
Acct. #2534-5408-56694

**Presenter:** Ms. Sue Peters  
**(Pages #166-179)**

12. To approve a Memorandum of Understanding by and between the New Haven Board of Education and Elm City Montessori, Inc. to ensure efficient day-to-day operations and learning environment for FY 2019-2020, in an amount not to exceed \$1,146,062, subject to quarterly true-up.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-40000-56694

**Presenter:** Dr. Paul Whyte  
**(Pages #180-193)**

13. To approve the Fourth Option to Renew an 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) to the New Haven Public Schools for FY 2019-20, in an amount not to exceed \$89,800.

**Funding Source:** 2019-2020 Operating Budget – Assessment Department  
Acct. #190-41900-56694

**Presenter:** Dr. Michele Sherban  
**(Pages #194-196)**

14. To approve an Agreement by and between the New Haven Board of Education and E-Rate Online, LLC, 200 Boston Post Road, Orange, CT for E-Rate Management and Consulting Services for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$40,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47200-56694

**Presenter:** Mr. Kevin Moriarty  
**(Pages #197-215)**

15. To approve an Agreement by and between the New Haven Board of Education and Honeywell Building Solutions, 712 Brook Street Suite 106, Rocky Hill, CT for EBI Preventive Maintenance Program for the NHPS for FY 2019-20, in an amount not to exceed \$166,463.37.

**Funding Source:** Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #216-229)**

16. To approve an Agreement by and between the New Haven Board of Education and Honeywell Building Solutions, 712 Brook Street Suite 106, Rocky Hill, CT for 24-Hour Remote Building Automation Systems Monitoring for the NHPS for FY 2019-20, in an amount not to exceed \$28,318.49.

**Funding Source:** Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #230-241)**

17. To approve a Legal Agreement by and between the New Haven Board of Education and Shipman and Goodwin, LLC, One Constitution Plaza, Harford, CT to provide legal services to the Board on an as-needed basis, on matters of statutory and regulatory interpretation and compliance and matters of general legal issues for FY 2019-20, in an amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47700-56696  
**Presenter:** Mr. Michael Pinto  
**(Page #242-254)**

18. To approve a Legal Agreement by and between the New Haven Board of Education and Shipman and Goodwin, LLC, One Constitution Plaza, Harford, CT to provide legal services to the Board on an as-needed basis, on labor-related matters, including but not limited to matters of statutory and regulatory interpretation and compliance, Education law and contract compliance, investigations, negotiations and other legal matters for FY 2019-20, in an amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47700-56696  
**Presenter:** Mr. Michael Pinto  
**(Page #255-267)**

19. To approve a Legal Agreement by and between the New Haven Board of Education and Shipman and Goodwin, LLC, One Constitution Plaza, Hartford, CT to provide legal services to the Board on an as-needed basis, on litigation-related matters, including but not limited to matters of statutory and regulatory interpretation and compliance, investigations and other general legal matters, for FY 2019-20, in an amount not to exceed \$50,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47700-56696  
**Presenter:** Mr. Michael Pinto  
**(Page #268-280)**

20. To approve a Legal Agreement by and between the New Haven Board of Education and Berchem, Moses & Devlin, P.C., 75 Broad St., Milford, CT to provide legal services to the Board on an as-needed basis, on matters of statutory and regulatory interpretation and compliance, Special Education compliance,

litigation, investigations, and other legal matters for FY 2019-20, in an amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47700-56696

**Presenter:** Mr. Michael Pinto  
**(Page #281-294)**

21. To approve a Legal Agreement by and between the New Haven Board of Education and W. Martyn Philpot, LLC, 409 Orange St., New Haven, CT to provide legal services to the Board on an as-needed basis, in such areas as general advice, leases/contracts, pupil personnel, expulsions, special education, and arbitration/litigation for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47700-56696

**Presenter:** Mr. Michael Pinto  
**(Page #295-310)**

22. To approve the “**Healthy Food Certification Statement**”– Addendum to an Agreement for Child Nutrition Programs (ED-099), to consider; (1) the implementation of a Healthy Food Option; (2) to allow Food Exemptions; and (3) to allow Beverage Exemptions as follows:

**“Pursuant to Section 10-215f of the C.G.S., the NHBOE certifies that:**

- a) All food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards (CNS) published by the Connecticut State Department of Education, will comply with the CNS during the period of July 1, 2019, through June 30, 2020. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises sponsored by the school or by non-school organizations and groups”.
- b) It will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held.
- c) It will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held, and must be the same place as the food sales.

**Presenter:** Mr. Gail Sharry  
**(Pages #311-315)**

**D. CHANGE ORDERS**

1. To approve Change Order #1 to Contract #21553-1-2 to Encore holding LLC, 110 Murphy Road, Hartford, CT for On Call Fire Alarm Services to the NHPS for FY 18-19 increasing original amount of the contract due to mandated inspections and repairs at various schools, as well as emergency repairs to fire alarm panels and fire pumps at parish Hall and King Robinson School.

Original Amount of Contract	\$75,000.00
Change Order #1	\$35,000.00
Total Amount of Contract	\$110,000.00

**Funding Source:** **Capital Projects**  
**Acct. #3C17-1793-58101 (\$25,016.81)**  
**Acct. #3C19-1984-58700 (\$9,983.19)**

**Presenter:** Mr. Joseph Barbarotta  
**(Pages #316-318)**

2. To approve Change Order #2 to Contract #21565-1-2 to All American Waste, 19 Wheeler Street, New Haven, CT for On Call Dumpster Rental Services to the New Haven Academy, Dr. Mayo Early Childhood School and ESUMS for FY 18-19 increasing amount of the contract to provide funds for trash removal for the remainder of the school year.

Original Amount of Contract	\$26,500.00
Change Order #1	\$15,365.64
Change Order #2	\$76.66
Total Amount of Contract	\$41,942.30

**Funding Source:** **Capital Projects**  
**Acct. #3C19-1983-58101**

**Presenter:** Mr. Joseph Barbarotta  
**(Pages #319-321)**

3. To approve Change Order #1 to Contract #50483-1-2 to Consolidated Electric, 100 Wheeler Street, New Haven, CT for On Call PA Systems to the NHPS for FY 18-19 increasing original amount of the contract due to repairs and replacement parts needed for the PA systems at Conte West Hills and West Rock Academy, critical for communication during lock downs and fire drills.

Original Amount of Contract	\$60,000.00
Change Order #1	\$18,000.00
Total Amount of Contract	\$78,000.00

**Funding Source:** **2018-2019 Operating Budget**  
**Acct. #190-47400-56662**

**Presenter:** Mr. Joseph Barbarotta  
**(Pages #322-324)**





**Presenter:** Mr. Joseph Barbarotta  
**(Pages #338-340)**

- 5. To approve the Renewal of Contract #21593 to Lindley Food Service, 201 Wallace St., New Haven, CT for Early Childhood Catering (Head Start) for NHPS Food Services Program for FY 2019-2020, an amount not to exceed \$600,000.

**Funding Source:** Food Services  
**Acct. #2521-5200-55587**

**Presenter:** Ms. Gail Sharry/Mr. Michael Gormany  
**(Pages #341-342)**

- 6. To approve the Renewal of Contract under Solicitation #70195061 to Nuovo Venture LLC, 477 Lalley Boulevard, Fairfield, CT for the purchase of Food Preparation, Chemical, packaging and other supplies for the NHPS Food Services for FY 2019-2020, in an amount not to exceed \$50,000.

**Funding Source:** Food Services  
**Acct. #2521-5200-56630**

**Presenters:** Ms. Gail Sharry/Mr. Michael Gormany  
**(Pages #343-344)**

- 7. To approve the Renewal of Contract under Solicitation #70195068 to Printers Ink, LLC d/b/a Express Press, 1860 E St. Louis St., Springfield, MO for the purchase of Uniforms for the NHPS Food Services for FY 2019-2020, in an amount not to exceed \$30,000.

**Funding Source:** Food Services  
**Acct. #2521-5200-55586**

**Presenters:** Ms. Gail Sharry/Mr. Michael Gormany  
**(Pages #345-346)**

- 8. To approve a Renewal of Contract under RFP #2018-03-1165 to Lupi's, Inc., 169 Washington Ave., New Haven, CT for the purchase of Fresh Bread and Bakery Products for the NHPS Food Services for FY 2019-2020, in an amount not to exceed \$150,000.

**Funding Source:** Food Services  
**Acct. #2521-5200-55587**

**Presenters:** Ms. Gail Sharry/Mr. Michael Gormany  
**(Pages #347-348)**

- 9. To approve Four (4) Award of Contracts under RFP #2020-05-1291 to the following qualified vendors to provide Grocery Items to the NHPS Food Service Department for FY 2019-2020, in a total amount not to exceed \$2,900,000.

<u>Vendor</u>	<u>In an amount not to exceed:</u>
Gordon Food Service. 630 John Hancock Road Taunton, MA	\$200,000.00
Nardone Bros Baking Co. 420 New Commerce Blvd. Wilkes Barre, PA	\$200,000.00

National Food Group \$100,000.00  
 44450 Pinetree Drive  
 Plymouth, MI

Thurston Foods, Inc. \$2,400,000.00  
 30 Thurston Drive  
 Wallingford, CT

**Funding Source:** Food Services  
**Acct. #2521-5200-55587**

**Presenter:** Ms. Gail Sharry/Mr. Michael Gormany  
**(Pages #349)**

10. To approve an Award of Contract under RFP #2020-05-1293 to the sole respondent, Roch's Fresh foods, 30 Arnold Farm Rd., West Greenwich, RI to provide Fresh Fruit and Produce for the NHPS Food Services Department for FY 2019-20, in an amount not to exceed \$800,000.

**Funding Source:** Food Services  
**Acct. #2521-5200-55587**

**Presenter:** Ms. Gail Sharry/Mr. Michael Gormany  
**(Pages #350-351)**

## F. PURCHASE ORDERS

1. To approve a Purchase Order under Sole Source #29073x to Blackboard, Inc., 8335 Keystone Crossing, Suite 200, Indianapolis, IN for Blackboard Website Redesign and Parent Link Instant Messaging and Notification System for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$71,609.19.

**Funding Source:** 2019-2020 Operating Budget – Public Info  
**Acct. #190-40200-56694**

**Presenter:** Mr. Kevin Moriarty  
**(Pages #352-362)**

2. To approve a Purchase Order under Sole Source #29172x to PowerSchool Group, LLC, 150 Parkshore Drive, Folsom, CA to continue to provide our Student Information System (SIS) to New Haven Public Schools, from July 1, 2019 to June 30, 2020, in an amount not to exceed \$122,590.75

**Funding Source:** 2019-2020 Operating Budget  
**Acct. #190-47200-56694**

**Presenter:** Mr. Kevin Moriarty  
**(Pages #363-370)**

3. To approve a Purchase Order under Source Letter #29081x to PowerSchool Group, LLC, 150 Parkshore Drive, Folsom, CA to provide access to TalentEd, a customized performance evaluation software system to the NHPS for fiscal year 2019-20, in an amount not to exceed \$24,191.15

**Funding Source:** 2019-2020 Operating Budget – Data Processing  
**Acct. #190-47200-56694**

**Presenter:** Mr. Kevin Moriarty  
**(Pages #371-375)**

4. To approve a Purchase Order under Sole Source #29137x to Follet School Solutions, 1340 Ridgeview Drive, McHenry, IL for Destiny Library Management Software subscription to provide access to a hosted library management system to NHPS for Fiscal Year 2019-20, in an amount not to exceed \$39,615.  
**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47200-56694 - Data Processing (\$19,807.50)  
Acct. #190-42700-56694 Library/Media Services (\$19,807.50)  
**Presenters:** Mr. Kevin Moriarty  
**(Pages #376-381)**
5. To approve a Purchase Order under Sole Source #29077x to Frontline Technologies, 1400 Atwater Drive, Malvern, PA for Automated Substitute Placement and Absence Management (AESOP) software subscription fees, including maintenance and support; Applicant Tracking for new hires; and IEP Direct platform used by Special Education Department for FY 2019-2020, in an amount not to exceed \$97,901.43.  
**Funding Source:** 2019-2020 Operating Budget – IT Dept.  
Acct. #190-47200-56694 – IT Dept. (\$45,571.13)  
Acct. #190-45100-56694 – Human Resources (\$11,872.64)  
Acct. #190-49400-56694 – Special Education (\$40,457.66)  
**Presenter:** Mr. Kevin Moriarty/Ms. Lisa Mack  
**(Pages #382-383)**
6. To approve a Purchase Order under State Contract #17PSX0072 to **Windstream**, 1720 Galleria Blvd., Charlotte, NC to provide telecommunications services (carrier) at (3) redundant locations for the NHPS VOIP Phone system from July 1, 2019 to June 30, 2020, in an amount not to exceed \$66,000..  
**Funding Source:** 2019-2020 Operating Budget - Telephones  
Acct. #190-47200-52260  
**Presenter:** Mr. Kevin Moriarty  
**(Pages #384-388)**
7. To approve a Purchase Order to Cintas, 11 Commercial Street, Branford, CT for enrollment in the U.S. Communities Facilities Solutions Contract for On Call Mops & Mats for Fiscal Year 2019-20, in an amount not to exceed \$60,000.  
**Funding Source:** 2019-20 Operating Budget  
Acct. #190-47400-56662  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #389-392)**
8. To approve a Purchase Order to Kone, Inc., P.O. Box 429, Moline, IL for enrollment in the U.S. Communities Elevator and Escalator Maintenance and Services Agreement for elevator repair services for the NHPS for FY 2018-2019, in an amount not to exceed \$150,000.  
**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47400-56624  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #393-415)**





NEW HAVEN PUBLIC SCHOOLS

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# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Student Services  
**Re:** ASD Fitness Extended School Year 2019  
**Meeting Date:** Tuesday, June 4, 2019

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**Executive Summary:** Approval is requested for an Agreement by and between the New Haven Board of Education and ASD Fitness, which will provide Adaptive Physical Education programming to special education students with high incident disabilities at East Rock School during the 2019 Extended School Year (ESY) Program, in order to maintain social, functional, and academic skills taught during the school year. The program will support and strengthen the connection between cognitive and emotional functioning through the use of adaptive physical exercise.

**Amount of Agreement and the Daily, Hourly or per Session Cost:** \$4,000.00 for 4 weeks during ESY 2019 for 10 classes per week up to a maximum of 80 students (\$12.50/per student (80 students) 8 classes per week for 4 weeks)

**Funding Source:** (IDEA Handicapped Special Funds Account Program of the New Haven Board of Education, Account Number: 2504-5034-56903)

## Key Questions:

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

The services ASD Fitness will provide to NHPS students with high incident disabilities directly align with the District's Strategic Priority: Social, Emotional and Physical Growth. One of the goals identifies the need to foster positive learning environments to improve the health and wellness of students. Having ASD Fitness provide adaptive physical education classes to our students with high incident disabilities will allow those participating to have equal access to exercise that is individualized to meet their social, emotional, and physical needs.

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

The contractor will provide NHPS students with high incident disabilities access to adaptive physical fitness in a safe, comfortable, and a structured environment which can improve their self-esteem, communication, social interaction, team-building skills, as well as their overall quality of life.



## NEW HAVEN PUBLIC SCHOOLS

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

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the contractor's resume).

ASD Fitness has successfully developed a program that provides students with opportunities to engage in physical exercise in a positive, structured, and safe environment which meets a wide range of students' needs and their ability levels.

5. Is this a **new or continuation service**? **If a continuation service:** a) has cost increased? If yes, by how much? b) What would an alternative contractor cost?

Continuation of Services:

No increase.

6. **Evidence of Effectiveness:** How will the contractor's performance be evaluated? **If a continuation service**, attach a copy of previous evaluations or archival data demonstrating effectiveness:

Evaluations will include feedback from participants, school staff, and parents.

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

N/A

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

Yes, this agreement is fiscally sound. ASD Fitness Center was chosen based on a combination of a review of their prospectus, recommendation letters from medical doctors, and specialists, testimonials from parents, other LEAs and RESCs, as well as observations of ASD Fitness Center classes. Furthermore, the passion, dedication, and drive ASD Fitness staff brings to their mission of promoting the benefits of physical fitness to students with special needs benefits those New Haven Public School children with the highest needs, the opportunity to improve their overall quality of life.

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

**ASD Fitness Center**

**FOR DEPARTMENT/PROGRAM:**

**Student Services/Special Education Department**

This agreement entered into on the 21<sup>st</sup> day of May, 2019 effective the 1<sup>st</sup> day of July, 2019 by and between the New Haven Board of Education (herein referred to as the "Board") and, ASD Fitness Center located at 307 Racebrook Road, Orange CT, 06477 (herein referred to as the "Contractor").

**SCOPE OF SERVICE:**

The contractor will provided adaptive physical education classes to small groups of students with special needs from East Rock during Extended School Year (ESY). Students range from grades K-8 and all are identified special education students.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required at a rate of \$4,000.00 for 4 weeks/21 days during ESY of 2019 school year for 8 classes per week up to a maximum of 80 students. The maximum amount the contractor shall be paid under this agreement: Four Thousand Dollars (\$4,000.00).

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 IDEA Handicapped Special Funds Account Program of the New Haven Board of Education, **Account Number: 2504-5034-56903**. (pending receipt of funds)

This agreement shall remain in effect from July 1<sup>st</sup>, 2019 to July 31<sup>st</sup>, 2019.

**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's 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.

*Dedram Leapley*  
Contractor Signature

5/29/19  
Date

Dedram Leapley  
Contractor Name Printed or Typed

46-3606686  
Federal I.D. or Social Security Number

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

\_\_\_\_\_  
Date





**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.

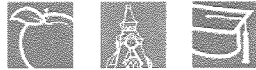
1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to 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



## Memorandum

**To:** Finance and Operations Committee

**From:** Michael J. Pinto, Chief Operating Officer

**Re:** F&O Agenda Item Request/For Information Only  
Agreement with DB &R Consulting, Inc.

**Meeting Date:** June 17, 2019

### **Executive Summary:**

Agreement by and between the New Haven Board of Education and DB & R Consulting, Inc., 11 Birch Road, Darien, CT for Professional Services in the form of Risk Management, including overseeing the closeout of the Owner Controlled Insurance Project (OCIP) for the period of July 1, 2019 to June 30, 20120.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** In an amount not to exceed \$3,500.

**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:**  
Ms. Barry provides services related to the close out of the OCIP program related to School Construction. This program essentially leveraged insurance risk associated with project related claims and resulted in significant savings to the BOE/City. The project requires back end oversight and close out as projects that were under the OCIP plan are closed out and the statute of limitation of claims expire.
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?**  
Ms. Barry has been involved with the OCIP project since its inception. Her internal knowledge and history with the program allow for cost-effective oversight of the close out and completion of the program. Ms. Barry reports to the COO and works closely with Gilbane and the City Risk Management Team on all matters related to the OCIP program.
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.**  
The modest cost of this particular contract is fiscally sound due to the necessity of the work being performed. Should someone unfamiliar with the program be brought in for the close out work and compliance large costs and time would be required which are all avoided through the use of Ms. Barry. In addition, due to the work Ms. Barry does with the City Risk Management team she is able to offer value-add insight the BOE with respect to insurance and liability matters including but not limited to assisting in review of RFP for student accident policy, consideration of liability and coverage related to Permit program and other targeted support.

Letter of Proposal and scope of services are attached. New Agreement will be drafted upon approval.

# DB&R | Consulting | LLC

June 10, 2019

Mr. Michael J. Pinto, JD  
New Haven Board of Education  
Chief Operating Officer  
54 Meadow Street  
New Haven, CT 06519

Dear Mike,

RE: Professional Services Contract – School Construction Program  
DB&R Consulting LLC

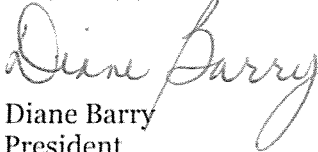
I am enclosing for your consideration a draft of the proposed services for the coming year as respects the BOE School Construction Program. I have been working on the program since September 1999, and am one of the few individuals who are knowledgeable of the program.

The services that I provide are mostly the evaluation of the Phase III OCIP adjustment for open claims and corresponding accounting. I also assist Gilbane with insurance matters related to the schools under construction/renovation (Builder's Risk Policy) and some unusual situations that may involve artists or special contractors relative to the construction program.

For your historical knowledge, I have charged the same rate since 2007 and in the past year I reduced the "amount to exceed" from \$4,000 to \$3,500. I propose the same amount for the coming year. Presently, there are only five claims that are open. If they are closed by the next adjustment valuation date (November 30, 2019), I will be able to have Travelers closeout the policy.

I would be happy to speak with you directly on any questions that you may have. I will await your decision.

Very truly yours,



Diane Barry  
President

CC: Michael Gormany  
Sonia Flanagan

Proposed DB&R services with respect to the BOE school construction program:

- a) Financial calculation and evaluation of the OCIP's Phase III retrospective adjustments. This will include a premium and loss analysis for each program and each school. Annual adjustment is valued each year on November 30<sup>th</sup>.
- b) Consult with the BOE and shall meet, as appropriate, with other City employees or officials to discuss the financial closeout or placement of insurance for the OCIP.
- c) Continue to oversee the placement of the school construction program's Builder's Risk policy with the local insurance policy. Work with Gilbane Program Managers for underwriting information and applications. This will include enrollment and extensions to the policy.
- d) Hold meetings with St. Paul/Travelers Claims adjusters on outstanding open claims and reserve amounts. If applicable, resolve any program issues.
- e) If needed, review and update bid specifications package in conjunction with Gilbane Program Managers and BOE Corporation Counsel. Assist Corporation Counsel and/or school construction program designees with contractor insurance related issues, such as contract wording pertaining to insurance coverage.
- f) Work with AON (Insurance broker) to prepare a final closeout report for Phase III.

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** Priority School District  
School Accountability/Summer School

**Grant Source and Agency:** CT State Dept. of Ed

**Total Amount Requested:** \$380,911      **Due Date of Application:**  
(TBD)

**System Contact:** Dr. Iline Tracey

**Telephone #:** 475-220-1396


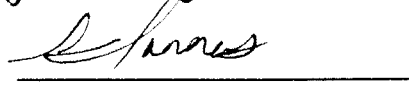
**Description of Project:** Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

- 1) To provide summer programs that support achievement for students who are required to and/or choose to pursue extended learning opportunities, and tutor support during the school year.
- 2) To promote the maintenance of skills learned during the school year and provide more exposure in the core academic areas, in particular, literacy. This helps to bridge the time gap between the 10month academic school year.
- 3) Tutors are used to continue servicing students in literacy during the school year.

**TARGET: Schools/Unit:** Elementary  
**No. of Students:** 1300      **Grade Level(s):** K-8 (1-3)  
**Eligibility Criteria:** Grade Level Assessments

<b>GRANT PERIOD:</b>	
From: July 1, 2019:	
To: June 30, 2020	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation	
<b>Previous Bd. of Ed. Approval:</b>	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Operational	
<b>Bd. of Ed. Information</b>	
<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Support <input type="checkbox"/> Competitive <input checked="" type="checkbox"/> Entitlement <input type="checkbox"/> Grant	

**PROPOSAL DEVELOPERS:**  
Dr. Iline Tracey

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
Return to: _____	<b>Grants Manager</b>  <b>Finance Manager</b>  <b>Human Resource Manager</b> _____
Received: _____	
Board of Education FINANCE & OPERATIONS Meeting Date <u>6/17/19</u>	
Board of Education Meeting Date: <u>6/24/19</u>	
Due Date to Grantor: _____	

Proposed Project Title: PSD School Accountability

Total Amount Requested: \$380,911

Proposed Grant Receiving Agency: NHPS

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

**NON PERSONNEL**

# FT	#PT		COST
		Administrators	\$
	48	Teachers	\$235,904
	42	Paraprofessionals	\$51,156
		Clerks	\$
		Stipends	\$
	14	Others <i>(Tutors/other degreed personnel)</i>	\$18,076
		Longevity	\$
		<b>SUBTOTAL</b>	<b>\$305,136</b>

	COST
Supplies & Materials	\$70,088*
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	
Indirect Costs, if allowed	\$
<b>TOTAL NON- PERSONNEL</b>	<b>\$70,088</b>

**FIXED COSTS:**

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$4,112
Workmen's Compensation	\$1,575
<b>TOTAL PERSONNEL</b>	<b>\$310,823</b>

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**

Please describe stipends, contracted services, equipment, other items and Salary: if the grant pays a percent of salary and benefits, please describe below, explaining percentages and amounts to be paid by grant and by NHPS. If additional space is needed, continue to next page:

**\*This is part time payroll for staff of "strongly recommended" students including social services support for Social emotional learning during the program. Tutors and other degreed non certified personnel support students who will need one-to-one help in addition to the classroom teacher's work. . The reading supervisor and coaches will utilize the individual students' reading plans to ensure that tutors assist students in receiving extra help to accelerate their literacy learning.**

- **Materials include: Collaborative Classrooms that focuses on reading and writing, and leveled books ( leveled books for students to read to increase their reading volume outside of school, as part of the superintendent's summer reading challenge.**



Proposed Project Title: PSD School Accountability/Summer School

Total Amount Requested: \$380,911

Proposed Grant Receiving Agency: NHPS

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain:

Linkage with other programs:  None  Yes Explain: Other summer programs

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**

SUBMITTING ADMINISTRATOR:    
Signature Date

Proposed Project Title: PSD School Accountability/Summer School

Total Amount Requested: \$380,911 (Funding Agency: CSDE)

Proposed Grant Receiving Agency: NHPS

**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
	48	Teacher	Instruction	4 weeks	TBD	Yes	Yes
	42	Paraprofessionals	Assist teachers/students	4 weeks	TBD	Yes	Yes
	14	Tutors	Support individual students	4 weeks	TBD	Yes	Yes

**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			

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

New Haven Public Schools have experienced positive trend data in--Closing the achievement gap, reducing the drop-out rate, and promoting college and career readiness.

1. Closing the achievement gap: learning is promoted for all students, but is particularly targeted to students who are identified as substantially deficient in reading and who conversely make up the high needs subgroups identified by the state accountability system and internal assessments. Their participation in the program will help to prevent the summer log, helping them to maintain and develop better skills and to continue their individual reading plans into the school year.

2. Reduce the dropout rate: Targeting students' deficiencies now, and providing services that support the maintenance of acquired skills, while learning new ones, will help stem the tide of the future dropout rates.

3. College and Career Readiness: The program is designed to ensure that students receive foundational skills, increase the volume of books read, and utilize strategies that improve their approaches to learning. As a result, they can be better prepared to have greater success during the school year as they prepare for now and beyond.

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

The goals identified in question one above are the NHPS School continuous improvement goals. This grant addresses these goals by providing students with research-based strategies and interventions to help them to be able to access learning via a focus on foundational skills taught through a workshop model. Certified and trained staff provide research based instructional strategies and intervention based on a program called Literature Camp and Collaborative Classroom. In addition, students are encouraged to increase their reading volume by reading texts from varied genres and tracking the number of books read. Strategies and materials selected are based on the outcome of data in order to enhance targeted instruction. The curriculum is selected by the academic supervisors who provide training for the instructional staff. Assessments are used to not only identify students, but in accelerating their skills in a more intentional manner. English Learners, special education, and other learners are participants in the program. Tutors and paraprofessionals support students' learning in tailoring activities to their needs. Targeted, intentional supports help students to be better learners

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)**

This proposal is significant to improving student achievement and staff performance. Teachers, paraprofessionals and tutors are trained by the departments' coaches to implement identified literacy strategies to support students learning and acquisition of skills. The materials that are used for literacy are research-based and require training prior to implementation. As a result teachers are involved in training prior to the summer program. Students are falling behind based on the high numbers identified substantially deficient via assessments. The use of Lit Camp and Collaborative Classroom is to provide different materials to help to motivate and enhance the pace of learning. In addition, providing a summer program serves as a means of extended learning time to sustain and accelerate what was learned during the school year, and to intervene more intensely for those students who need a lot more supports to enhance their learning. The skills teachers gained in training can also help other students during the school year. Putting more books in the hands of learners and encouraging families to read with students can pay dividends in the future. Helping students to develop a love for learning is a primary intended consequence of this proposal. Without funding many more of our substantially deficient students would be left behind. This summer coaches who are trained in Literature Camp and Collaborative Classrooms will provide the training to decrease reliance on outside vendors.

**REQUIRED:**

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** Program Enhancement Project (PEP)

**Grant Source and Agency:** Connecticut State Department of Education

**Total Amount Requested:** \$110,000

**Due Date of Application:**  
5/30/2019

**System Contact:** Michelle Bonora, Principal

**Telephone #:** (203) 492-0213

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

The Program Enhancement Project (PEP) includes three major components in the areas of workforce readiness, transition to post-secondary opportunities and expansion of the National External Diploma Program (NEDP). Within the area of work-force readiness, this grant will provide employability skills required by business and industry as well as basic academic and computer skills. The transition program will offer Gateway Community College courses on-site and provide students with advanced academic skills in preparation for college. The NEDP expansion program will further increase opportunities for students to work independently to earn their high school diploma.

**TARGET: Schools/Unit:** Adult Education  
**No. of Students:** 40 **Grade Level(s):** Adult Education  
**Eligibility Criteria:** Students from CDP, GED & ESOL

<b>GRANT PERIOD:</b>	
From: 7/1/2019	
To: 6/30/2020	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation	
<b>Previous Bd. of Ed. Approval:</b>	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Operational	
<b>Bd. of Ed. Information</b>	
<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Support <input checked="" type="checkbox"/> Competitive <input type="checkbox"/> Entitlement <input type="checkbox"/> Grant	

**PROPOSAL DEVELOPERS:**  
Michelle Bonora

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ABSTRACT TIMETABLE	REVIEW
<p><b>Return to:</b> _____</p> <p><b>Received:</b> _____</p> <p><b>Board of Education FINANCE &amp; OPERATIONS Meeting Date:</b> <u>6/17/19</u></p> <p><b>Board of Education Meeting Date:</b> <u>6/29/19</u></p> <p><b>Due Date to Grantor:</b> _____</p>	<p><b>Grants Manager</b> <u>Pat D.</u></p> <p><b>Finance Manager</b> <u>[Signature]</u></p> <p><b>Human Resource Manager</b> <u>[Signature]</u></p>

Proposed Project Title: Program Enhancement Project (PEP)

Total Amount Requested: \$110,000

Proposed Grant Receiving Agency: New Haven Public Schools/Adult Education

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

**NON PERSONNEL**

# FT	#PT		COST
		Administrators	\$
	5	Teachers	\$75,432
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
	1	Others	\$4,800
		Stipend	\$
		Longevity	
		<b>SUBTOTAL</b>	<b>\$80,232</b>

	COST
Supplies & Materials	\$20,822
Student Transportation	\$ 4,851
Staff Travel	\$ 1,435
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$ 950
Indirect Costs, if allowed	\$
<b>TOTAL</b>	<b>\$28,058</b>
<b>NON- PERSONEL</b>	

**FIXED COSTS:**

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$ 1,164
Workmen's Compensation	\$ 546
<b>SUBTOTAL</b>	<b>\$ 1,710</b>
<b>TOTAL PERSONNEL &amp; FIXED COSTS</b>	<b>\$81,942</b>

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

**All Personnel:** Teachers and one tutor will be paid 100% of salary and fixed costs from this grant. Two General Equivalency Diploma teachers will provide employability and basic academic skills required by employers. National External Diploma Program is designed as alternative to classroom attendance. The National External Diploma teacher will work with students by demonstrating education competencies. Transition to Post Secondary Education classes are a link to college and career readiness. The instructors will teach a reading writing class and math class. The math class has a required math tutor per Gateway Community College.

**Non-Personnel Items:** Supplies & materials - \$21,497; student transportation-\$4,851; mandatory staff conference – travel-\$760; other - \$950 for NEDP site license, \$675 for NEDP conference.

Proposed Project Title: Program Enhancement Project (PEP)

Total Amount Requested: \$110,000

Proposed Grant Receiving Agency: New Haven Public Schools/Adult Education

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain: **Adult Education**

Linkage with other programs:  None  Yes Explain: **Regional Workforce Development Board, Department of Social Services, Gateway Community College and CBO's**

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**

SUBMITTING ADMINISTRATOR:  5/22/19  
Signature Date

**Proposed Project Title:** Program Enhancement Project (PEP)

**Total Amount Requested:** \$110,000

**Proposed Grant Receiving Agency:** New Haven Public Schools/Adult Education

**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
	2	P.T. Teacher	GED Teacher	7/1/19-6/30/20		No	
	1	P.T. Teacher	NEDP Teacher	7/1/19-6/30/20		No	
	2	P.T. Teacher	CDP Teacher	7/1/19-6/30/20		No	
	1	P.T. Teacher	Tutor	7/1/19-6/30/20		No	

**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		

## **VI. ADDITIONAL INFORMATION:**

### **Please Answer All Questions -- Use Additional Pages if Necessary**

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

##### **Workforce Readiness:**

Ten or more students will complete the program of study and curriculum described below. The curriculum addresses skill gap barriers and consists of employability skills as determined by the current research obtained through the Secretary's Commission on Achieving Necessary Skills (SCANS), American Management Association and the National Association of Manufacturers, basic academic skills including English as a Second Language (if applicable), and basic and advanced computer technology. The curriculum is available and offered to all participants who lack a secondary diploma. The basic skills are multi-subject and multi-level components. The Comprehensive Adult Student Assessment System (CASAS) eTests will be used to implement the curriculum.

In addition to the priority subjects will be building workplace vocabulary for the manufacturing, medical, and office and service sectors. Included will be applications and lessons in Science, Technology, Engineering, and Mathematics (STEM). A sampling of the lessons includes medical terminology and terminology used in metrology (measurement), and terms used for blueprint interpretation, mathematics for problem solving, using visualizing to see a building or object by looking at a blueprint, drawing, or sketch, and interpreting how a system functions by looking at a schematic drawing. A basic review of science principles will be included. Reading comprehension will be provided based on the use and understanding of technical manuals, following directions issued in these manuals, and electronic use for business communications. Writing will fuse basic grammar to basic business writing. Sample lessons include introduction to the basic ideas of sentence structure, capitalization, punctuation, correcting run-on sentences, common errors in sentences, spelling rules, subjects and verbs, frequently confused words, and many other aspects of communication. Critical thinking and problem solving for the workplace include meeting protocol, convergent and divergent thinking, brainstorming, decision making, generating ideas, using inference, and defining and identifying problems and their solutions. Critical thinking will be applied across subject disciplines. These are a few of the areas to be covered. On the job math computation consists of units covering ratio and proportion, working with fractions, comparison, whole numbers and decimals, and measurement. Use of the ruler, scale, micrometer, depth gage, gage wire, using approximations and estimation are additional concepts.

Computer Technology will consist of introduction to the use and applications of computers for business and personal use. Included will be exploring the internet, applications in Microsoft Word, Excel, and PowerPoint. The technology component will be integrated with business writing and mathematics as well as in reading and science research. In addition, e-texts will add to the experience of technology applications. Professional development will be provided by workshops in the areas of career readiness.

##### **Transition to Post Secondary**

20 or more students will complete the program of study. The objectives of the College to Careers Program are to ensure that:

- 100% of the program participants will complete the Accuplacer Test.
- 100% of the program participants will take CASAS appraisal and pre/post tests in reading, mathematics, and writing tests
- 66% of program participants will complete the Transition to College coursework with a grade of "C" or better.



- 100% of program participants will enroll at the One Stop Center.
- 50% of program participants will transition to Gateway Community College.

### **NEDP Expansion**

The measureable outcomes of the objectives are:

- Increased attendance rates among the NEDP clients as evident by the Connecticut Adult Reporting System (CARS).
- Increase in the percentage of students enrolled in NEDP
- Student enrollment into technology courses that support with NEDP access as evident by CARS
- Student college/career planning portfolio for all students engaged with NEDP- Portfolios will include individual pathway for college or career and student long term goals.
- Survey of program performance from staff and students to make future adjustments for improving our program
- 

**Yes, this is a continuation grant. Details of this past year goals performance and accomplishments. Use additional space if needed:**

### **2018-19: Workforce Readiness Year 2 Results:**

This year we have had a total of 10 students participate and complete the program. We have implemented an on-line software curriculum called Career Cruising, to support career exploration. Students have completed self-assessments including personality inventories and strengths analysis. Students have spent time researching specific careers in various industries. Based on their research, students have created an academic pathway to reach their goals. Additionally, employer recognized soft skills have been embedded into the curriculum by teachers regularly, discussing and demonstrating with student's the expectations of behavior in the classroom and how behaviors are expected in the workplace. The classroom is a simulated workplace where students are expected to comply with certain rules and behavior protocols aligned to a professional work environment.

### **Transition to Post Secondary Year 2 Results:**

The results of the College to Careers Program for year one:

- 20% of the program participants completed the Accuplacer Test.
- 41% of the program participants completed the CASAS appraisal and pre/posttests in reading, mathematics, and writing tests
- 86% of program participants completed the Transition to College coursework with a grade of "C" or better.
- 35% of program participants enrolled at the One Stop Center.
- 53% of program participants from the fall 2018 semester transitioned to Gateway Community College. The spring semester of 2019 is still in process.

### **NEDP Year 2 Results:**

- 2018-19      20 Graduates

New Haven Adult Education Center, NEDP program is collaborating with Youth Build Emerge (a nonprofit in New Haven for at risk young adults) to fulfill the requirement of getting their high school diploma. Additionally we are reaching out to Workforce Alliance and the New Haven Chamber of Commerce to see if a partnership with NEDP can happen. Workforce Alliance has agreed to send us clients

who need their high school diploma. New Haven Chamber of Commerce has meetings where area businesses/organizations can come in and see what New Haven offers for their employees. NEDP will also advertise the hours of our programs to adult education programs in neighboring towns and cities to support our broad range of hours and increase enrollment. Currently we offer NEDP services Monday-Thursday 9:00am-7:00pm.

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

At the center of the New Haven Public School's Reform initiative is student success. This grant provides alternative paths for students to gain valuable employment skills, transition to post secondary education and complete their high school diploma. A large percentage of our students were enrolled in a New Haven High School and due to a variety of life factors, these students were unable to graduate. NHAEC offers a rigorous academic learning environment and includes social/emotion supports for our adult learners. Students who graduate from NHAEC are offered a variety of college and career services to plan a clear path and trajectory for college, the workforce or the military. We believe it is never too late to achieve your goals and that each day holds a profound sense of hope and optimism for the future.

**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)**

Connecticut law requires that Adult Education services be offered in our district. In New Haven, one out of every 6 individuals 18 years of age does not have a high school diploma. This grant proposal provides an opportunity for students to earn a secondary diploma, to prepare for post-secondary education, to become a part of the workforce, become a citizen, and learn the components of the English Language while developing personal strengths to sustain the goals they set for themselves.

**REQUIRED:**

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

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** Community Development Block Grant NHPS  
Education of Homeless Youth

**Grant Source and Agency:** City of New Haven (HUD)

**Total Amount Requested:** \$11,500.00      **Due Date of Application:**  
11. 28. 2018

**System Contact:** Gemma Joseph Lumpkin/Daniel Diaz

**Telephone #:** 475-220-1060/475-220-1063/475-220-1733


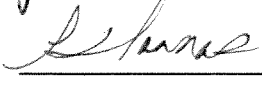
**Description of Project:** Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

The new project will focus on a case management pilot through the utilization of VEOCI a case management software currently utilized for at risk students under Youth-Stat. The project will replace an old laundry station with a new one located at Fair Haven Middle School and provide a new one at James Hillhouse High School to be used for homeless youth to ensure the opportunity for them to have clean clothes to attend and stay engaged in school. Additionally, we will increase outreach to students and focus on identifying unaccompanied homeless youth, new and current community partners, parents/parent groups and design, expand and advance homelessness and housing insecurity training for community based partners. We will create an evaluation process for determining and measuring outcomes for the NHPS CDBG Education for Homeless youth project.

**TARGET: Schools/Unit:** District Wide  
**No. of Students:** 75+      **Grade Level(s):** \_Pk-12\_  
**Eligibility Criteria:** Identified as homeless

<b>GRANT PERIOD:</b>	
From: (07/01/19):	
To: (06/30/20):	
<input checked="" type="checkbox"/> <b>New</b>	
<input type="checkbox"/> <b>Continuation</b>	
<b>Previous Bd. of Ed.</b>	
<b>Approval:</b>	
<input type="checkbox"/> <b>Planning</b>	
<input checked="" type="checkbox"/> <b>Operational</b>	
<b>Bd. of Ed. Information</b>	
<input checked="" type="checkbox"/> <b>Action</b>	
<input type="checkbox"/> <b>Information</b>	
<input type="checkbox"/> <b>Support</b>	
<input checked="" type="checkbox"/> <b>Competitive</b>	
<input type="checkbox"/> <b>Entitlement</b>	
<input type="checkbox"/> <b>Grant</b>	

**PROPOSAL DEVELOPERS:**  
Gemma Joseph Lumpkin  
Daniel Diaz  
Sergio Rodriguez

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
Return to: _____	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p><b>Grants Manager</b></p> <p><b>Finance Manager</b></p> <p><b>Human Resource Manager</b></p> </div> <div style="width: 50%; text-align: center;">    </div> </div>
Received: _____	
Board of Education FINANCE & OPERATIONS Meeting Date <u>6/17/19</u>	
Board of Education Meeting Date: <u>6/24/19</u>	
Due Date to Grantor: _____	

**Proposed Project Title:** Community Development Block Grant- Education of Homeless Youth

**Total Amount Requested:** \$11,500.00

**Proposed Grant Receiving Agency:** New Haven Public Schools

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

**NON PERSONNEL**

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Management	\$
		Paraprofessionals	\$
		Clerks	
		Others	\$
		Stipend	\$
		Longevity	
		Employee Benefits	
		<b>SUBTOTAL</b>	<b>\$</b>

	COST
Supplies & Materials	\$4,000.00
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$5,000.00
Equipment	\$2040.00
Other Indirect Cost	
Indirect Costs, if allowed	\$460.00
<b>TOTAL NON- PERSONEL</b>	<b>\$11,500.00</b>

**FIXED COSTS:**

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$
Workmen's Compensation	\$
<b>SUBTOTAL</b>	<b>\$</b>
<b>TOTAL PERSONNEL &amp; FIXED COSTS</b>	<b>\$</b>

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

- **Equipment- 2 washer and 2 dryer.**
- **Materials and supplies: Back Packs, school supplies, bus passes, uniforms and food voucher laundry supplies**
- **Indirect Cost: 460.00**

Proposed Project Title: NHPS Education of Homeless Youth

Total Amount Requested: \$11,500.00

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain McKinney Vento, Title one

Linkage with other programs:  None  Yes Explain: Truancy, Youth Stat other community based services and partners

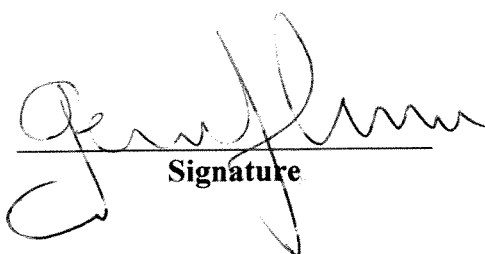
Local Fiscal costs, (include renovation):  None  Yes Explain:

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**

SUBMITTING ADMINISTRATOR:   
Signature

Date 6/11/19

**Proposed Project Title:** Community Development Block Grant Education of Homeless Youth

**Total Amount Requested:** \$11,500.00

**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

<b>F/T</b>	<b>P/T</b>	<b>Classification</b>	<b>Position Description</b>	<b>Duration of Proposed Service</b>	<b>Proposed Employee</b>	<b>Current NHPS Employee Yes/No</b>	<b>If Yes Current Employee Number</b>
		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.

<b>Proposed Independent Contractor</b>	<b>Brief Description of Service</b>	<b>Proposed Pay Rate</b>	<b>Proposed Total</b>
Independent Contractor	Contract with VEOCI to provide case-management software to track services received by homeless students and families.		\$5,000.00

**VI. ADDITIONAL INFORMATION:**

**Please Answer All Questions -- Use Additional Pages if Necessary**

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

This is a new grant request and the grant funds will focus on specific strategies to stabilize high school student’s grades PK-12, personal and educational experience. We will focus our efforts, strategies and utilization of funds to assist 75 students with any housing insecurity and identify all displaced/homeless students, with an emphasis on unaccompanied minors and those students who are over ten percent absent by, tracking and engaging families, outreach through home visits, providing additional basic needs i.e. a washing station at Fair Haven Middle School and James Hillhouse High School, winter coats, school uniforms, bus tokens, food vouchers, school supplies, book bags, graduation fees and an emergency fund etc., These funds will be used in conjunction with McKinney Vento funding.

There are five goal areas we have identified: (Please review work plan as it appears in the grant application goals and objectives)

- Goal 1 Comprehensive Case Management
- Goal 2 Increase Identification of homeless Pre-K and Unaccompanied Minors
- Goal 3 Increase outreach to students, community partners parents, and Parent Groups
- Goal 4 Design, expand and advance youth Homelessness training for internal and external partners
- Goal 5 Evaluation survey for determining CDBG goals and objective outcomes

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

- 2. How does this grant address School Reform goals?**  
This grant will support Homeless students and families in the priority areas of Academic achievement, attendance, Culture, Climate and Family and Community Empowerment
- 3. This program provides basic needs services and educational access to homeless students**
- 4. 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)**

To ensure that homeless students have equal access to education and have all the needed materials and services provided to improve attendance, educational outcomes and succeed academically and socially.

### **REQUIRED:**

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





## **Fair Haven School**

164 Grand Avenue

New Haven, CT 06513

Phone: (475) 220-2600 / Fax: (475) 220-2697

[www.FairHavenPreK8school.com](http://www.FairHavenPreK8school.com)

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June 6, 2019

### **Utilization Procedure of Washing Station for Homeless Youth and Families**

As of July 1, 2019, Fair Haven Middle School (FHMS) will be the site of a laundry station that will provide displaced students and families attending FHMS the opportunity to access a washer and dryer to clean and maintain the student's uniforms and clothing.

The Family Resource Center staff (FRC) and McKinney Vento Liaison (MVL) will collaborate, manage and control utilization of the washing station. The FRC staff in collaboration with the MVL will establish a schedule as to when students and families can utilize the laundry station.

The FRC will be provided with a list of displaced families attending FHMS and will document use of the laundry by students and families. Budgeted supplies for the laundry station will be provided throughout the year.

**Heriberto Cordero**

*Principal*

Heriberto Cordero, Principal  
Tina Mitchell, Assistant Principal  
Monica Morales, Assistant Principal



**James Hillhouse High School**  
480 Sherman Parkway  
New Haven, CT 06511

**Mr. Glen Worthy**  
**Principal**  
**(475)220-7500**

---

June 4, 2019

James Hillhouse High School  
Utilization Procedure of Washing Station for Homeless Youth and Families

As of July 1, 2019, James Hillhouse High School (JHHS) will be the site of a laundry station that will provide displaced students and families attending JHHS the opportunity to access a washer and dryer to clean and maintain the student's uniforms and clothing. The McKinney Vento Liaison (MVL) will manage and control utilization of the washing station. The MV liaison will establish a schedule as to when students and families can utilize the laundry station. The MV liaison will be provided with a list of displaced families attending JHHS and will document use of the laundry by students and families. Budgeted supplies for the laundry station will be provided throughout the year.

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** Extended School Hours Grant

**Grant Source and Agency:** CSDE

**Total Amount Requested:** \$332,033.00      **Due Date of Application:**  
N/A

**System Contact:**  
Gemma Joseph Lumpkin


**Telephone #:** 475-220-1060

**Description of Project:** The Extended School Hours grant provides NHPS students with academic and enrichment activities that take place outside of regular school hours.

<b>GRANT PERIOD:</b>	
From: (7/1/2019):	
To: (6/30/2020):	
<input type="checkbox"/> New	
<input checked="" type="checkbox"/> Continuation	
<b>Previous Bd. of Ed. Approval:</b>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
<b>Bd. of Ed. Information</b>	
<input type="checkbox"/> Action	
<input checked="" type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input type="checkbox"/> Competitive	
<input checked="" type="checkbox"/> Entitlement	
<input type="checkbox"/> Grant	

**PROPOSAL DEVELOPERS:**  
Gemma Joseph Lumpkin

**TARGET: Schools/Unit:** District Wide  
**No. of Students:** 500      **Grade Level(s):** K-12  
**Eligibility Criteria:** NHPS Student

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
<p><b>Return to:</b> _____</p> <p><b>Received:</b> _____</p> <p><b>Board of Education FINANCE &amp; OPERATIONS Meeting Date</b> <u>6/17/19</u></p> <p><b>Board of Education Meeting Date:</b> <u>6/24/19</u></p> <p><b>Due Date to Grantor:</b> _____</p>	<p style="text-align: center;"><b>Grants Manager</b> <u></u></p> <p style="text-align: center;"><b>Finance Manager</b> _____</p> <p style="text-align: center;"><b>Human Resource Manager</b> _____</p>

**Proposed Project Title:** Extended School Hours Grant

**Total Amount Requested:** \$332,033.00

**Proposed Grant Receiving Agency:** New Haven Public Schools

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

**NON PERSONNEL**

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Paraprofessionals	\$
		Clerks	\$
		Stipends	\$
1	1	Others	\$90,310.00
		Longevity	
		<b>SUBTOTAL</b>	<b>\$90,310.00</b>

	COST
Supplies & Materials	\$4,000.00
Student Transportation	\$2,500.00
Staff Travel	\$2,500.00
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$192,900.00
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
<b>TOTAL NON- PERSONEL</b>	<b>\$201,900.00</b>

**FIXED COSTS:**

Health Benefits	\$29,000.00
Pension (Paras & Mgmt.)	\$2,040.00
FICA/Medicare	\$8,033.00
Workmen's Compensation	\$750.00
<b>TOTAL PERSONNEL</b>	<b>\$130,133.00</b>

**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**

Please describe **stipends, contracted services, equipment** and **other** items. If the grant pays a percent of salary and benefits, please describe below, explaining percentages and amounts to be paid by grant and by NHPS. If additional space is needed, continue to next page:

**Personnel:** Other Personnel includes 1 full time Project Coordinator who oversees and supervises extended school hour sites consisting of grades K -12. Oversee enrollment process and makes recommendations for improvement in overall Extended School Hours sites budgets and programming. Assumes responsibility for grant oversight; budget management; and coordination with schools and various city-wide private and governmental entities/officials. Reviews, monitors and aligns implementation of system-wide enactment of federal, state, and local early childhood mandates and requirements. Works in conjunction with other NHPS offices to support student achievement.

1x part time employees; 1x central office support worker to supervise and support various sites and ensure compliance.

**Contracted Services: TBD**

**Extended School Hours Grant**

Proposed Project Title: Extended School Hours Grant

Total Amount Requested: \$332,033.00

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:     None     Yes    Explain:

Linkage with other programs:                     None     Yes    Explain:

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

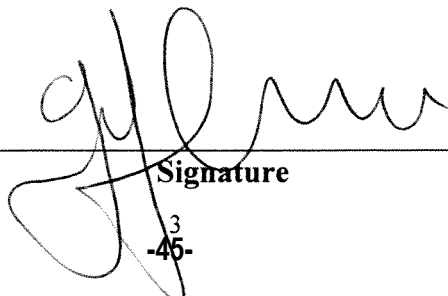
Future local personnel obligations:            None     Yes    Explain:

**PROJECT OR GRANT REQUIREMENTS**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Local Maintenance          | <input type="checkbox"/> Replication        | <input checked="" type="checkbox"/> Parent Involvement |
| <input type="checkbox"/> In-Service Training        | <input type="checkbox"/> Advisory Committee | <input type="checkbox"/> Linkage w/other Programs      |
| <input type="checkbox"/> Non-Public School Involved |   | <input checked="" type="checkbox"/> Dissemination      |

**ADDITIONAL RESTRICTIONS OR CONCERNS**

SUBMITTING ADMINISTRATOR: \_\_\_\_\_

  
Signature

6/11/19  
Date

**Proposed Project Title:** Extended School Hours Grant

**Total Amount Requested:** \$332,033.00

**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
1		3144	Program Coordinator	7/1/19-6/30/20	A. Edwards	Yes	24231
	1	BA+	Support Worker	7/1/19-6/30/20	I. Sanchez	Yes	26994
	1	Student	Support Worker	7/1/19-6/30/20	TBD	No	

**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
Program proposals will be solicited from NHPS sites.	Provide enrichment programs which provide experiences that will enhance student's educational experience and provide positive experiences which support and enhance their classroom learning.	TBD	\$201,900.00

**VI. ADDITIONAL INFORMATION:**  
**Please Answer All Questions -- Use Additional Pages if Necessary**

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

The goal of the Extended School Hours grant is to provide a variety of academic and enrichment opportunities across the district for NHPS students.

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

During the previous year, ESH funds were used to provide arts, science and music enrichment to over 500 NHPS students in some of our high needs schools. In addition to these activities, students had opportunities to take drivers ed. classes, participate in trips to museums, zoos and other cultural attractions.

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

This grant addresses school reform goals by providing students with increased access to enriching activities.

**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)**

This grant aims to improve student performance by providing activities that reinforce and build upon the regular day curriculum, by providing enriching activities that are not included in the regular day curriculum but that can be considered an enhancement, and by using the diverse program offerings as incentives for students to attend school regularly.

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** NHPS Head Start State Enhancement

**Grant Source and Agency:** State Department of Education

**Total Amount Requested:** \$124,532.

**Due Date of Application:**  
7/1/2019

**System Contact:** Elizabeth Gaffney

**Telephone #:** (475) 220-1467

**Description of Project:**

The goal is to offer a five week summer program for 176 students. The students will attend four hours per day. The summer program will have a Science, Technology, Engineering and Mathematics (STEM) focus as research shows that STEM has a positive impact across all areas of the learning spectrum.

**GRANT PERIOD:**

From: 7/1/2019

To: 6/30/2020

New

Continuation

**Previous Bd. of Ed. Approval:**

Planning

Operational

**Bd. of Ed. Information**

Action

Information

Support

Competitive

Entitlement

Grant

**TARGET: Schools/Unit:** 4

**No. of Students:** 176 Grade Level(s): Pre-K

**PROPOSAL**

**DEVELOPERS:**

Elizabeth Gaffney

**Eligibility Criteria:** Income eligibility as required by Head Start and residency requirements; as well as age. Priority is given to rising Kindergarten students.

*289 6/4/19*

**CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1**

ABSTRACT TIMETABLE	REVIEW
<p><b>Return to:</b> _____</p> <p><b>Received:</b> _____</p> <p><b>Board of Education FINANCE &amp; OPERATIONS Meeting Date</b> <u>6/17/19</u></p> <p><b>Board of Education Meeting Date:</b> <u>6/24/19</u></p> <p><b>Due Date to Grantor:</b> _____</p>	<p><b>Grants Manager</b> <u><i>[Signature]</i></u></p> <p><b>Finance Manager</b> <u><i>[Signature]</i></u></p> <p><b>Human Resource Manager</b> _____</p>



Proposed Project Title: State Head Start Enhancement Grant

Total Amount Requested: \$124,532.

Proposed Grant Receiving Agency: Basic Head Start

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

# FT	#PT		COST
1		Administrators	\$11,341.00
		Teachers	\$
		Management	\$
	10	Paraprofessionals	\$52,546.00
		Clerks	\$
	25	Others	\$35,376.00
		Stipend	\$
		Longevity	
		<b>SUBTOTAL</b>	<b>\$99263.00</b>

**NON PERSONNEL**

	COST
Supplies & Materials	\$7,000.00
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$10,000.00
Indirect Costs, if allowed	\$
<b>TOTAL NON- PERSONEL</b>	<b>\$17,000.00</b>

**FIXED COSTS:**

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare 7.65%	\$7594.
Workmen's Compensation .68%	\$675.
<b>SUBTOTAL</b>	<b>\$8,269.</b>
<b>TOTAL PERSONNEL &amp; FIXED COSTS</b>	<b>\$107,532.</b>

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

The classrooms need to replace consumable materials and order new manipulatives based on the new Creative Curriculum thematic units of "Pets" and "Exercise".

Proposed Project Title: State Head Start Enhancement Grant

Total Amount Requested: \$124,532.

Proposed Grant Receiving Agency: Basic Head Start

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain:

Linkage with other programs:  None  Yes Explain:

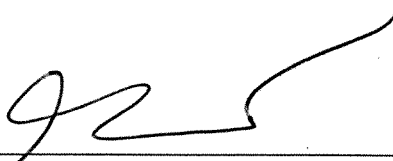
Local Fiscal costs, (include renovation):  None  Yes Explain:

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**

SUBMITTING ADMINISTRATOR:  6/4/19  
Signature Date

**Proposed Project Title:** State Head Start Enhancement Grant

**Total Amount Requested:** \$124,532.

**Proposed Grant Receiving Agency:** Basic Head Start

**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
	1		Project Site Director	24 days	Kauaneekke Hernandez	Yes	3048
	10		Lead Teachers	24 days	Valerie Pervis Michelle Streater Hilcia Medero Brenda McDuffie Irene Sanchez-Carrasquillo Marta Corniel Hector Burgos Michael Ellison Denise Roman Shandra Patton	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	2288 2173 4198 3902 38535 3188 7499 3473 17983 22452
	22		Part time assistant teachers	24 days	(TBD)	Yes	
	1		LPN (part time)	24 days	Catrenna Burney	Yes	20516
	2		Outreach workers	24 days	Ashley Negron Hyclis Williams	Yes Yes	20739 18575

**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

**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. **If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:**  
The goal is to offer a five week summer program for 176 students. The students will attend four hours per day. The summer program will have a Science, Technology, Engineering and Mathematics (STEM) focus as research shows that STEM has a positive impact across all areas of the learning spectrum. Early STEM produces higher language and literacy outcomes as well as increases background knowledge about the world and how it works which supports reading comprehension.
  
2. **How does this grant address School Reform goals?**  
This grant addresses the goals of increasing student achievement as well as increasing family and community engagement throughout the summer since Head Start is a comprehensive educational program. Family Outreach Workers and an LPN will be employed to continue to support parents with outreach and health and wellness issues during the length of the program.
  
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)**

Research has shown that the average student loses a month of academic-calendar learning each summer. There is also a link between socioeconomic status and the loss of reading skills experienced over the summer and math skills being impacted the most. The offering of a summer program to our Head Start students will allow them to continue to develop and to maintain social emotional and academic skills that are gained throughout the school year. The inclusion of students with Individualized Educational Plans (EIP) as well as dual language learners will strengthen learning for all.

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** NHPS Head Start State Service (Expansion)

**Grant Source and Agency:** State Department of Education

**Total Amount Requested:** \$127,295.

**Due Date of Application:**  
7/1/2019

**System Contact:** Elizabeth C Gaffney

**Telephone #:** (475) 220-1467

**Description of Project:** This project is designed to expand comprehensive Head Start services to both children and families of New Haven Public schools program by seventeen students at Lincoln Bassett School. The classroom will operate a six hour day on a school year schedule. The program offers not only early childhood education but a full range of health, nutritional, social and emotional development, as well as a family educational component and social service support.

<b>GRANT PERIOD:</b>	
From: 7/1/2019	
To: 6/30/2020	
<input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Continuation</b>	
<b>Previous Bd. of Ed. Approval:</b>	
<input type="checkbox"/> <b>Planning</b> <input checked="" type="checkbox"/> <b>Operational</b>	
<b>Bd. of Ed. Information</b>	
<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Support</b> <input type="checkbox"/> <b>Competitive</b> <input type="checkbox"/> <b>Entitlement</b> <input checked="" type="checkbox"/> <b>Grant</b>	

**TARGET: Schools/Unit:** 1  
**No. of Students:** 17 **Grade Level(s):** Pre-K  
**Eligibility Criteria:** Income eligibility as required by Head Start and residency requirements; as well as age.

**PROPOSAL DEVELOPERS:**

Elizabeth Gaffney

*EGH 6/4/19*

### CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1

ABSTRACT TIMETABLE	REVIEW						
Return to: _____	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;"><b>Grants Manager</b></td> <td style="padding: 5px;"><i>[Signature]</i></td> </tr> <tr> <td style="padding: 5px;"><b>Finance Manager</b></td> <td style="padding: 5px;"><i>[Signature]</i></td> </tr> <tr> <td style="padding: 5px;"><b>Human Resource Manager</b></td> <td style="padding: 5px;">_____</td> </tr> </table>	<b>Grants Manager</b>	<i>[Signature]</i>	<b>Finance Manager</b>	<i>[Signature]</i>	<b>Human Resource Manager</b>	_____
<b>Grants Manager</b>		<i>[Signature]</i>					
<b>Finance Manager</b>		<i>[Signature]</i>					
<b>Human Resource Manager</b>		_____					
Received: _____							
<b>Board of Education FINANCE &amp; OPERATIONS Meeting Date</b> <i>6/17/19</i>							
<b>Board of Education Meeting Date:</b> <i>6/24/19</i>							
<b>Due Date to Grantor:</b> _____							

**Proposed Project Title:** NHPS Head Start State Service (Expansion)

**Total Amount Requested:** \$127,295.

**Proposed Grant Receiving Agency:** Basic Head Start

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

**NON PERSONNEL**

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Management	\$
2		Paraprofessionals	\$64438.00
		Clerks	\$
	2	Others	\$18720.00
		Stipend	\$
		Longevity	
		<b>SUBTOTAL</b>	<b>83158.00</b>

	COST
Supplies & Materials	\$7000.00
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$2500.00
Indirect Costs, if allowed	\$
<b>TOTAL NON- PERSONEL</b>	<b>\$9500.00</b>

**FIXED COSTS:**

Health Benefits 41%	\$26420.00
Pension (Paras & Mgmt.) 2%	\$1289.00
FICA/Medicare 7.65%	\$6362.00
Workmen's Compensation	\$566.00
<b>SUBTOTAL</b>	<b>\$34637.</b>
<b>TOTAL PERSONNEL &amp; FIXED COSTS</b>	<b>\$117,795.</b>

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

**Personnel: Two Para professionals (1 lead teacher, 1 assistant teacher)**

- Lead teacher will maintain and facilitate a learning environment that supports the emotional, physical and intellectual development of each child.
- Assistant teacher will assist in and maintain a learning environment that supports the emotional, physical and intellectual development of each child.

**Supplies:**

- This is a classroom that requires disposable supplies each year e.g. crayons, markers, paint, paper, etc. and will order manipulatives and other didactic materials to expand teaching and learning opportunities.

**Other:**

- Connecticut Science Center will be doing continuing to provide in school field trips to provide students with STEM enrichment activities.

Proposed Project Title: State Head Start Expansion Grant

Total Amount Requested: \$127,295.

Proposed Grant Receiving Agency: Basic Head Start

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain: Federal Head Start

Linkage with other programs:  None  Yes Explain: Basic Head Start

Local Fiscal costs, (include renovation):  None  Yes Explain: Non-Federal Share

Future local personnel obligations:  None  Yes Explain:

**PROJECT OR GRANT REQUIREMENTS**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Local Maintenance          | <input type="checkbox"/> Replication        | <input checked="" type="checkbox"/> Parent Involvement       |
| <input type="checkbox"/> In-Service Training        | <input type="checkbox"/> Advisory Committee | <input checked="" type="checkbox"/> Linkage w/other Programs |
| <input type="checkbox"/> Non-Public School Involved |   | <input type="checkbox"/> Dissemination                       |

**ADDITIONAL RESTRICTIONS OR CONCERNS**

SUBMITTING ADMINISTRATOR: \_\_\_\_\_

Signature

Date

Proposed Project Title: State Head Start Expansion Grant

Total Amount Requested: \$127,295..

Proposed Grant Receiving Agency: Basic Head Start

**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
1		Paraprofessional	Lead Teacher	Full day School Year		Yes	2914
1		Paraprofessional	Assistant Teacher	Full day School Year		Yes	18912
	2	Part-timer	Part time assistants	Part time School year		Yes	TBD

**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

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

**Service Grant:**

This project is designed to expand comprehensive Head Start services to both children and families of New Haven Public schools program by seventeen students at Lincoln Bassett School. The classroom will operate a six hour day on a school year schedule. The program offers not only early childhood education but a full range of health, nutritional, social and emotional development, as well as a family educational component and social service support. This classroom is currently funded by the State Head Start Service grant for the past two years. Students currently enrolled have made gains in all areas of Teaching Strategies Gold as reported to date. (See attached.)

2. How does this grant address School Reform goals?

This grant addresses the goals of increasing student achievement, culture and climate as well as family and community engagement. This proposal utilizes highly engaging materials and lessons to deepen teacher practice and student achievement. New Haven Head Start will maintain fidelity to federal Head Start Program Performance Standards by utilizing Creative Curriculum as the curriculum for the Head Start program located at Lincoln Bassett for the 2019-2020 school year. The program will continue to incorporate STEM based learning and utilizing Connecticut Science Center for field trips as well as Family Engagement Evenings.

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)

This project is designed to enhance the learning experience for the Head Start students at Lincoln Bassett as well as the teaching staff. This program is a continuation of the current program. In addition to offering the families and students of Lincoln Bassett the comprehensive services offered by Head Start, the grant will capitalize on learning that began in the area of STEM in the 2018-2019 school year. Teachers will continue to utilize materials provided for STEM enrichment, to implement teaching strategies learned through professional development as well as STEM coaching and to work in collaboration with the Connecticut Science Center to further and to deepen their understanding of STEM and the role it plays in academic progress. Early STEM produces higher language and literacy outcomes as well as increases background knowledge about the world and how it works which supports reading comprehension.

**REQUIRED:**

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

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** (IDEA) Individuals with Disabilities Education Act – Section 611

**Grant Source and Agency:** State Department of Education

**Total Amount Requested:** \$6,308,381  
 (Public \$6,046,106 & Non-Public \$262,275)      **Due Date of Application:** 07/01/19

**System Contact:** Typhanie Jackson, Director of Student Services/Special Education

**Telephone #:** 475-220-1760

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

1. Identification of programs for 3-21 years olds/Child Find
2. Social Work Services for behavior disordered students.
3. Integration of elementary middle, and high school students in academic and vocational areas.
4. Inclusive service delivery model for elementary, middle and high school students.
5. Crisis intervention for students who are seriously emotionally disturbed.
6. SEDAC and Medicare/Medicaid identification system-record keeping.
7. Speech and language services for students.
8. In-service training for special education staff.
9. Psychological and resource services to the non-public schools.
10. Aides for school programs.
11. SPED support services to charter schools.
12. Educational support to autistic students.
13. Educational support to project choice students in other districts.
14. Maintain special education records and reports.

**TARGET: Schools/Unit:** All  
**No. of Students:** 3,311      **Grade Level(s):** Pre-K - 12  
**Eligibility Criteria:** Special Education

**GRANT PERIOD:**

From: (07/01/2019):

To: (06/30/2020):

New

Continuation

**Previous Bd. of Ed. Approval:**

Planning

Operational

**Bd. of Ed. Information**

Action

Information

Support

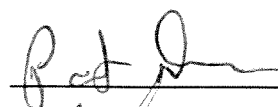

Competitive

Entitlement

Grant

**PROPOSAL DEVELOPERS:**  
Typhanie Jackson,

**CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1**

ABSTRACT TIMETABLE	REVIEW
Return to: _____	<p><b>Grants Manager</b> <u></u></p> <p><b>Finance Manager</b> <u></u></p> <p><b>Human Resource Manager</b> _____</p>
Received: _____	
<b>Board of Education FINANCE &amp; OPERATIONS Meeting Date</b> <u>6/3/19</u>	
<b>Board of Education Meeting Date:</b> <u>6/10/19</u>	
<b>Due Date to Grantor:</b> _____	

Proposed Project Title: IDEA (PUBLIC)

Total Amount Requested: \$ 6,046,106

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

# FT	#PT		COST
1		Supervisor/Administrator	\$147,605
25		Teachers	\$1,586,590
30		Paraprofessionals	\$714,134
4		Clerks/Admin Assist	\$210,000
		Stipends	\$25,000
2		Others (Job Coach & Data Coordinator)	\$118,600
	54	Tutors	\$440,000
		Longevity	\$27,815
		<b>TOTAL PERSONNEL</b>	<b>\$3,269,744</b>

**NON PERSONNEL**

	COST
Supplies & Materials	\$24,512
Student Transportation/Fieldtrips	\$3,000
Staff Travel	\$15,000
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$1,500,375
Equipment	\$
Other – In Service	\$15,000
Other – Parent Activities	\$1,500
Indirect Costs, if allowed	\$96,000
<b>TOTAL NON- PERSONNEL</b>	<b>\$1,655,387</b>

**FIXED COSTS:**

Health Benefits	\$987,605
Pension (Paras & Mgmt.)	\$14,257
FICA/Medicare	\$97,454
Workmen’s Compensation	\$21,659
SUBTOTAL	\$1,120,975
<b>TOTAL PERSONNEL</b>	<b>\$4,390,719</b>

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**

Please describe **stipends**, **contracted services**, **equipment** and **other** items. If the grant pays a percent of salary and benefits, please describe below, explaining percentages and amounts to be paid by grant and by NHPS. If additional space is needed, continue to next page:

The grant pays for the following the categories of stipends, contracted services, equipment, and other as follows:

**Contracted Services**

Our contracted services range across several services to address the needs of students with disabilities. These contracts include providing **direct speech and language services** as indicated by the individualized education plan, **behavioral support** for our classrooms that service students with Autism Spectrum Disorders. Additionally, the contracted services are

to provide **support for students with Hearing Impairments** as well as to provide nursing support for students who are required to receive **individualized nursing**. The contracted service also provides us with the ability to provide **adaptive PE** for our students with disabilities. Lastly, the grant has contracts that address the department's goal to **address the foundational reading skills** for students with disability. Additionally, as the law has changed to include dyslexia as a disability category, the grant will provide us with the opportunity to train teachers to address this disability category.

### **Equipment**

The allocated equipment line allows us to address the needs of students who require it by way of their IEP as well as to support our assistive technology goals.

### **Stipends**

Stipends are provided for our 18-21 transition programs that enable our students to have work preparation beyond the traditional high school experience.

### **Salaries/Benefits**

Eighty percent of the grant is spent on salaries and benefits. Although this may be true, this is a fraction of what is paid by the general fund for special education services –to include teacher benefits and salaries.

Proposed Project Title: IDEA (PUBLIC)

Total Amount Requested: \$6,046,106

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain:

Linkage with other programs:  None  Yes Explain:

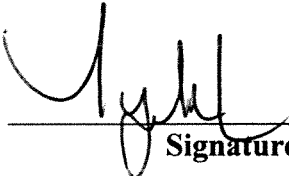
Local Fiscal costs, (include renovation):  None  Yes Explain:

Future local personnel obligations:  None  Yes Explain: To provide services for any/all Pre-School thru High School Special Education Students.

**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**

SUBMITTING ADMINISTRATOR:  Signature 5/20/19 Date

Proposed Project Title: IDEA (PUBLIC)

Total Amount Requested: \$6,046,106

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
1			Teacher	2019-2020	Mislal Andom	Y	
1			Teacher	2019-2020	Colleen Bannan	Y	
1			Teacher	2019-2020	Katherine Biro	Y	
1			Teacher	2019-2020	Jennifer Ciarcia	Y	
1			Teacher	2019-2020	Geoffrey Detrani	Y	
1			Teacher	2019-2020	Paul Gemmell	Y	
1			Teacher	2019-2020	Carolyn Griffin	Y	
1			Teacher	2019-2020	Paul Hennessey	Y	
1			Teacher	2019-2020	Melissa Mansi	Y	
1			Teacher	2019-2020	Catherine Matherson	Y	
1			Teacher	2019-2020	Megan Musanti	Y	
1			Teacher	2019-2020	Cindy Rodriguez	Y	
1			Teacher	2019-2020	Susan Wade	Y	
1			Teacher	2019-2020	Erin Nutter (Self-Contained)	Y	
1			Teacher	2019-2020	New Position		
1			Teacher	2019-2020	New Position		
1			Teacher	2019-2020	New Position		
1			Teacher	2019-2020	New Position		
1			Teacher/SLP	2019-2020	Rosemary Coffy	Y	
1			Teacher/SLP	2019-2020	Dana Soderberg	Y	
1			Teacher/ Psych	2019-2020	Steven Franklin	Y	
1			Teacher/ Psych	2019-2020	New Position		
1			Teacher/SW	2019-2020	Sherita Kanhai	Y	
1			Teacher/SW	2019-2020	Melba Ramos	Y	
1			Teacher/HI	2019-2020	Sara Rolfe	Y	
1			Clerk Typist 1	2019-2020	Daisy Carolina	Y	
1			Clerk Typist 1	2019-2020	Tamika Douglas	Y	
1			Clerk Typist 1	2019-2020	Stephanie Harvin	Y	
1			Clerk Typist 1	2019-2020	Leunammari Gonzalez	Y	
	54		NonCertified Tutors	2019-2020	Staffing to be determined based upon areas of need		

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
1			Para	2019-2020	Tammika Atkinson-Green	Y	
1			Para	2019-2020	Joan Benson	Y	
1			Para	2019-2020	Kimberly Morant	Y	
1			Para	2019-2020	Veronica Brantley	Y	
1			Para	2019-2020	Ramona Brock	Y	
1			Para	2019-2020	Digna Burgos	Y	
1			Para	2019-2020	Claudia Dibrino	Y	
1			Para	2019-2020	Ruth Ellis	Y	
1			Para	2019-2020	Valerie Fagin	Y	
1			Para	2019-2020	Jaala Roundtree	Y	
1			Para	2019-2020	Diane Guz	Y	
1			Para	2019-2020	Sean Hardy	Y	
1			Para	2019-2020	Sandra Burgos	Y	
1			Para	2019-2020	Raina Machetti	Y	
1			Para	2019-2020	Chrisma Phillips	Y	
1			Para	2019-2020	Maria Piasecki	Y	
1			Para	2019-2020	Jackie Roberts	Y	
1			Para	2019-2020	Richard Schweizer	Y	
1			Para	2019-2020	Kimberly Smart	Y	
1			Para	2019-2020	Paola Suero Lora	Y	
1			Para	2019-2020	Clayton Ulmer	Y	
1			Para	2019-2020	Jacob Velazquez	Y	
1			Para	2019-2020	Mary Walters	Y	
1			Para	2019-2020	Tracy Zentarski	Y	
1			Para	2019-2020	Al Alston (Self-Contained)	Y	
1			Para	2019-2020	Hillhouse (Self-Contained)	Y	
1			Para	2019-2020	East Rock - SC	Y	
1			Para	2019-2020	Liah Sinquefield	Y	
1			Para	2019-2020	New Positions		
1			Para	2019-2020	New Positions		
1			Voc/Transition Coordinator	2019-2020	Mark Caruso	Y	
1			Data Coordinator	2019-2020	Jennifer Joseph	Y	
1			Administrator	2019-2020	Stacie Melendez	Y	



**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.

<b>Proposed Independent Contractor</b>	<b>Brief Description of Service</b>	<b>Proposed Pay Rate</b>	<b>Proposed Total</b>
Institute of Professional Practices (SUMMER)	Summer Session		\$40,000
ASD Fitness (SUMMER)	To provide fitness to Autistic students in after school program during the summer		\$4,000
ACES – Building Bridges (SUMMER)	ACES will be providing behavior management programming and support for identified students, staff, and parents within the school district by the designated district administrator.		\$15,950
Institute of Professional Practices	ABA/Autism Preschool Behavioral Support Brennan/Rogers & Strong Sch.		\$226,600
Institute of Professional Practices	ABA/Autism Preschool Behavioral Support H. Grant		\$226,600
UYE ACES	Educational Services		\$400,380
Booker T. Washington	To provide special education services to New Haven students attending Booker T. Washington Charter Academy and to comply with their IEPs		\$54,636
Lexia Learning Systems, LLC	To provide services related to classroom studies & district curriculum for Lexia Reading for 12 months of web hosting		\$60,000
PSA Health Care	To provide 1:1 nursing support services to an Outplaced student		\$40,838
ASD Fitness	To provide fitness to Autistic students in after school program		\$69,000
ACES – Assistive Technology	Assessments, Training (individual and/or group) and/or consultation in the area of Assistive Technology.		\$56,787
CompuClaim	CompuClaim will provide the NHPS with a claims information management and custom designed data collection system for the use of the NHPS in providing data necessary for CompuClaim to formulate the NHPS's claims. CompuClaim will provide provider reports, and claims processing.		\$90,000
Center for Pediatric Therapy	To provide Speech Services to students		\$96,200
Fairfield University	To provide Reading Training for staff in order to obtain Dyslexia Training Certification.		\$60,000
CREC – AARC	To provide training for Special Ed Teachers to obtain certification.		\$59,384
<b>TOTAL</b>			<b>\$1,500,375</b>

Proposed Project Title: IDEA (NON-PUBLIC)

Total Amount Requested: \$262,275

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
1			SPED Teacher	2019-2020	Stephanie Luicci	Y	
1			SPED Teacher	2019-2020	Tracee Uliano	Y	

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

# FT	#PT		COST
		Administrators	\$
2		Teachers	\$186,011
		Paraprofessionals	\$
		Clerks	\$
		Stipends	\$
		Others	\$
		Longevity	\$
		<b>SUBTOTAL</b>	<b>\$186,011</b>

**NON PERSONNEL**

	COST
Supplies & Materials	\$
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
<b>TOTAL NON- PERSONEL</b>	<b>\$</b>

**FIXED COSTS:**

Health Benefits	\$70,000
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$3,264
Workmen's Compensation	\$3,000
<b>SUB-TOTAL</b>	<b>\$76,264</b>
<b>TOTAL PERSONNEL</b>	<b>\$262,275</b>

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 III: SYSTEM OBLIGATIONS**

Project support from other programs:     None     Yes    Explain:

Linkage with other programs:             None     Yes    Explain:

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

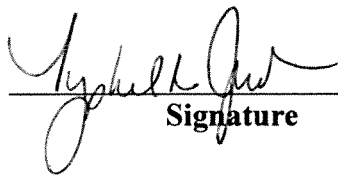
Future local personnel obligations:         None     Yes    Explain:

**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**

SUBMITTING ADMINISTRATOR: \_\_\_\_\_

  
Signature

5/20/19  
Date

**VI. ADDITIONAL INFORMATION:**

**Please Answer All Questions -- Use Additional Pages if Necessary**

1. **a. Please state specific goals for this grant or the grant period.**
  1. Increase student achievement and improve instruction across all academic areas
  2. To provide resource equity and educational opportunities for all students
  3. Improve transition services for all students  
**b. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:**
  1. Ability to provide staffing to address academic needs of identified students
  2. Increase in number of students who meet their goal targets on SBA
  3. Increase ability to provide access to assistive technology across the district
  
2. **How does this grant address School Reform goals?**
  1. Provides support to teachers to address early grade reading via training, materials and access to students
  2. Address the preparation for college and career readiness by providing high quality transition services
  
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)**
  - This proposal is significant as it allows for funding of teachers, related service staff and other services that are required by law for students with disabilities. Additionally, this grant allows for the district to provide access to the general education curriculum providing students with the necessary support to address their needs.

**REQUIRED:**

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

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** (IDEA) Individual with Disabilities Education Act – Section 619

**Grant Source and Agency:** State Department of Education

**Total Amount Requested:** \$109,280      **Due Date of Application:** 07/01/19

**System Contact:**  
Typhanie Jackson, Director of Special Education/Student Services

**Telephone #:** 457-220-1760

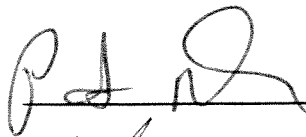

**Description of Project:** Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

This project provides education to preschoolers ages 3-6. Also, it provides support for the Early Childhood Assessment Team (ECAT). ECAT assesses 2.10-5.11 years old referred from agencies, medical doctors and parents. This grant will also support the in-district programs for preschoolers diagnosed with PDD/Autism. Paraprofessionals will support special needs children placed in (inclusive models) within NHPS.

**TARGET: Schools/Unit:** 14  
**No. of Students:** 229+      **Grade Level(s):** Grade Level(s) Pre-K  
**Eligibility Criteria:** Special Education

<b>GRANT PERIOD:</b>	
From: (07/01/19):	
To: (06/30/20):	
<input type="checkbox"/> New	
<input checked="" type="checkbox"/> Continuation	
<b>Previous Bd. of Ed. Approval:</b>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
<b>Bd. of Ed. Information</b>	
<input checked="" type="checkbox"/> Action	
<input type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input type="checkbox"/> Competitive	
<input checked="" type="checkbox"/> Entitlement	
<input type="checkbox"/> Grant	

**PROPOSAL DEVELOPERS:**  
Typhanie Jackson,

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
<p><b>Return to:</b> _____</p> <p><b>Received:</b> _____</p> <p><b>Board of Education FINANCE &amp; OPERATIONS Meeting Date</b> <u>6/17/19</u></p> <p><b>Board of Education Meeting Date:</b> <u>6/24/19</u></p> <p><b>Due Date to Grantor:</b> _____</p>	<p><b>Grants Manager</b> <u></u></p> <p><b>Finance Manager</b> <u></u></p> <p><b>Human Resource Manager</b> _____</p>

Proposed Project Title: IDEA Section 619 Pre-School

Total Amount Requested: \$109,280

Proposed Grant Receiving Agency: New Haven Public Schools

## SECTION II: FISCAL INFORMATION

### PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
2		Paraprofessionals	\$71,489
		Clerks	\$
		Stipends	\$
		Others	\$
		<b>SUBTOTAL</b>	<b>\$71,489</b>

### NON PERSONNEL

	COST
Supplies & Materials	\$
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
<b>TOTAL</b>	<b>\$</b>
<b>NON- PERSONEL</b>	

### **FIXED COSTS:**

Health Benefits	\$29,310
Pension (Paras & Mgmt.)	\$1,430
FICA/Medicare	\$5,469
Workmen's Compensation	\$567
Longevity	\$1,015
SUBTOTAL	\$37,791
<b>TOTAL PERSONNEL</b>	<b>\$109,280</b>

### 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

Please describe stipends, contracted services, equipment and other items. If the grant pays a percent of salary and benefits, please describe below, explaining percentages and amounts to be paid by grant and by NHPS. If additional space is needed, continue to next page:

The grant pays for the following the categories of stipends, contracted services, equipment, and other as follows:

### Salaries/Benefits

The majority of this grant is utilized to pay for three paraprofessionals to support our preschool special education program. Although this may be true, this is a fraction of what is paid by the general fund for special education services –to include teacher benefits and salaries.

### Supplies

This line is spent primarily to support the preschool programs with the supplies they need for students.

Proposed Project Title: IDEA Section 619 Pre-School

Total Amount Requested: \$109,280

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain:

Linkage with other programs:  None  Yes Explain:

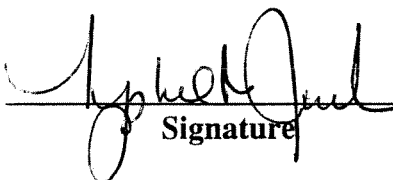
Local Fiscal costs, (include renovation):  None  Yes Explain:

Future local personnel obligations:  None  Yes Explain: To provide Pre-school services for any/all special education students

**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**

SUBMITTING ADMINISTRATOR:  5/14/19  
Signature Date

Proposed Project Title: IDEA Sections 619 Pre-School

Total Amount Requested: \$109,280

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
1			Paraprofessional	2019-2020	Marggie Laboy	Y	
1			Paraprofessional	2019-2020	Catherine Delgado	Y	

**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



GRANTEE NAME: New Haven Public Schools

TOWN CODE: 093

GRANT TITLE: IDEA, PART B, SECTION 619  
 PROJECT TITLE: IDEA, PART B, SECTION 619 PRESCHOOL ENTITLEMENT  
 CORE-CT CLASSIFICATION:  
 FUND: 12060 SPID: 20983 PROGRAM: 82032  
 BUDGET REFERENCE: 2019 CHARTFIELD1: 170002  
 CHARTFIELD2:

GRANT PERIOD: 7/01/18 - 6/30/20 AUTHORIZED AMOUNT: \$109,280

AUTHORIZED AMOUNT BY SOURCE: CURRENT DUE:\$  
 LOCAL BALANCE:\$ CARRY-OVER DUE:\$

CODES	DESCRIPTIONS	PUBLIC	NON PUBLIC	TOTAL
111A	NON-INSTRUCTIONAL SALARIES			
111B	INSTRUCTIONAL SALARIES	83,382		83,382
200	PERSONAL SERVICES-EMPLOYEE BENEFITS	25,898		25,898
321	TUTORS (INSTRUCTIONAL, NON-PAYROLL)			
322	IN SERVICE			
323	PUPIL SERVICES (NON-PAYROLL)			
324	FIELD TRIPS			
325	PARENT ACTIVITIES			
330	EMPLOYEE TRAINING (NON-DIRECT SERVICES)			
340	OTHER PROFESSIONAL SERVICES			
341	AUDIT			
350	TECHNICAL SERVICES			
440	RENTALS			
450	CONSTRUCTION SERVICES			
510	STUDENT TRANSPORTATION SERVICES			
530	COMMUNICATIONS			
560	TUITION			
580	TRAVEL			
600	SUPPLIES-TECHNOLOGY/INSTRUCIONAL			
730	EQUIPMENT			
734	TECHNOLOGY RELATED HARDWARE			
735	TECHNOLOGY SOFTWARE			
917	INDIRECT COSTS			
	TOTAL	109,280		109,280

**VI. ADDITIONAL INFORMATION:**

**Please Answer All Questions -- Use Additional Pages if Necessary**

1. **a. Please state specific goals for this grant or the grant period.**
  1. Increase student achievement and improve instruction across all academic areas
  2. To provide resource equity and educational opportunities for all students in Pre-K
  3. Improve transition services for all students
  
- b. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:**
  1. Ability to provide staffing to address academic needs of identified students
  2. Increase in number of students who meet their goal targets
  3. Increase ability to provide access to assistive technology across the district
  
2. **How does this grant address School Reform goals?**
  1. Provides support to teachers to address Pre-K grade reading via training, materials and access to students
  2. Address the preparation in providing high quality transition services from Pre-K to Kindergarten
  
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)**
  - o This proposal is significant as it allows for funding of teachers, related service staff and other services that are required by law for students with disabilities. Additionally, this grant allows for the district to provide access to the general education curriculum providing students with the necessary support to address their needs.

**REQUIRED:**

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

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** School Readiness – Quality Enhancement Program

**Grant Source and Agency:** CT Office of Early Childhood

**Total Amount Requested:** \$ 81,386      **Due Date of Application:**  
May 17, 2019

**System Contact:** Denise Duclos, School Readiness Project Director

**Telephone #:** 475-220-1470

**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 enhance the quality of early childhood programs by increasing the resources available to teachers and family day care providers serving children age birth to five years. Resources will include: workshops, on site education and mental health consultation, and access to an early childhood resource library.

**TARGET: Schools/Unit:** School Readiness funded Preschools  
**No. of Students:** \_\_\_\_\_ **Grade Level(s):** \_\_\_\_\_  
**Eligibility Criteria:** preschool teacher or child care provider

<b>GRANT PERIOD:</b>	
From: (07/01/2019):	
To: (06/30/2020):	
<input type="checkbox"/> New	
<input checked="" type="checkbox"/> Continuation	
<b>Previous Bd. of Ed. Approval:</b>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
<b>Bd. of Ed. Information</b>	
<input checked="" type="checkbox"/> Action	
<input type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input type="checkbox"/> Competitive	
<input checked="" type="checkbox"/> Entitlement	
<input type="checkbox"/> Grant	

**PROPOSAL DEVELOPERS:**  
New Haven Early Childhood Council and Denise Duclos

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ABSTRACT TIMETABLE	REVIEW
Return to: _____	
Received: _____	Grants Manager <u>Pat J</u>
Board of Education FINANCE & OPERATIONS Meeting Date <u>6/17/19</u>	Finance Manager <u>Sharon</u>
Board of Education Meeting Date: <u>6/24/19</u>	Human Resource Manager _____
Due Date to Grantor: _____	

**Proposed Project Title:** School Readiness – Quality Enhancement Program

**Total Amount Requested:** \$ 81,386

**Proposed Grant Receiving Agency:** New Haven Public Schools

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

# FT	#PT		COST
NA	NA	Administrators	\$
		Teachers	\$
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
		Others	\$
		Stipend	\$
		Longevity	
NA	NA	<b>SUBTOTAL</b>	<b>\$ 0</b>

**NON PERSONNEL**

	COST
Supplies & Materials	\$
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$ 81,386
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
<b>TOTAL NON- PERSONEL</b>	<b>\$ 81,386</b>

**FIXED COSTS:**

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$
Workmen’s Compensation	\$
<b>SUBTOTAL</b>	<b>\$</b>
<b>TOTAL PERSONNEL &amp; FIXED COSTS</b>	<b>NA</b> <b>\$ 0</b>

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

**Non- Personnel**

Contractors are selected through a required CT Office of Early Childhood RFP process, overseen by the New Haven Early Childhood Council. Selection of contractors was approved by the Council on May 15, 2019.

Proposed Project Title: School Readiness – Quality Enhancement Program

Total Amount Requested: \$ 81,386

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain:

Linkage with other programs:  None  Yes Explain:

Contractors are local agencies and individuals with early childhood expertise. Service recipients are local preschool program staff and family child care providers

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**

SUBMITTING ADMINISTRATOR: Denise Deeds 5/21/19  
Signature Date

**Proposed Project Title:** School Readiness – Quality Enhancement Program

**Total Amount Requested:** \$ 81,386

**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
NA	NA						

**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
Clifford Beers	On-site mental health consultation to SR funded preschools; mental health services to children and families in SR programs	\$100/hr	\$ 10,000
CT Children’s Museum	To continue operation of the Early Childhood Resource Center.	NA	\$15,000
Integrated Wellness Group	To continue to support SR classrooms using the CLASS tool.	\$100/hr	\$ 4,800
Education Consultants –to be determined	The New Haven Early Childhood Council will develop a new Request for Proposal with clear focus for on-site classroom support and outcome measures.		51,556

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

- Twenty-two SR funded programs received on-site consultation and training in curriculum development, use of the State's Early Learning Development Standards and related child assessment tools.
- One hundred percent of SR programs maintained their NAEYC accreditation (National Association for the Education of Young Children)
- Twelve children and 7 programs received mental health services, allowing children with challenging behaviors to successfully remain in the program and program staff to increase strategies that better support children.
- An average of 30-40 teachers and child day care providers attended weekly workshops at the Early Childhood Resource Center. Over 75 curriculum kits were borrowed by New Haven infant/toddler, preschool and family day care programs to enhance curriculum. Eighteen of the 22 School Readiness programs had staff attend the workshops
- Program leaders and staff from 18 of the 22 School Readiness funded programs participated in a cohort training focused on the State Office of Early Childhood's assessment tool. All program leaders attended 2 workshops on supporting teachers' use of observation and assessment to help plan curriculum.

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

The grant is designed to offer training and on-site consultation to early childhood teachers/child care providers in New Haven. The purpose of the Quality Enhancement Grant Project is to improve child outcomes for preschoolers by improving the quality of instruction and deepening the understanding of child development and intentional teaching for staff in early childhood centers and family day care homes.

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)**

Professional development is known to be one of the best predictors of program quality and improved child outcomes.

As required by the State Office of Early Childhood, the New Haven Early Childhood Council selected projects and contractors in keeping with the State Quality Enhancement guidelines and the Council's own Early Childhood Plan. Organizations/consultants were selected based on previous year's successes or ability to meet the RFP criteria. The projects will offer training and support to teachers in the areas of: linking curriculum to child observations and assessments to improve developmentally appropriate instruction; behavioral and mental health consultation to support teachers' understanding of children's social-emotional development; and providing access to a resource lending library for the early childhood community. These activities support the strategies developed by the Council to increase the knowledge and skill base of the early care and education community in New Haven.

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

**Justice Education Center**

**FOR DEPARTMENT/PROGRAM:**

**James Hillhouse High School**

This agreement entered into on the 24th day of June, 2019, effective on the 1st day of July, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, The Justice Education Center at 62 LaSalle Rd. # 308., West Hartford, Connecticut 06107 (herein referred to as the “Contractor”).

**SCOPE OF SERVICE:** *All billable services/ expenses must be included in the scope of service.*

The Justice Education Center in partnership with the New Haven Board of Education and YouthStat along with a team of leaders in education, mental health, physical fitness, wellness, resiliency, art and drama will provide educational, social and emotional enrichment activities to Hillhouse rising 9<sup>th</sup> graders this summer.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required a fee of \$17,500, four hours a day, 5 days a week for a total of 30 days @ 583.34 per day. The maximum amount the contractor shall be paid under this agreement: eighteen thousand and five hundred dollars (\$17,500).

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 **Title 1 carryover** Program of the New Haven Board of Education, **Account Number:** 2531-5265-56694-0062

This agreement shall remain in effect from July 1, 2019 to August 2, 2019.

**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.



\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Darnell Goldson, President  
New Haven Board of Education

6.7.19

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

Sherry Haller

\_\_\_\_\_  
Contractor Name Printed or Typed

06-0897199

\_\_\_\_\_  
Federal I.D. or Social Security Number

Revised: 5/13



**2019 New Haven Summer School**

**Overview**

**Presented by:**

**The Justice Education Center, Inc.**



## **2019 New Haven Summer School**

### **Menu of Potential Options**

#### **Overview**

The Justice Education Center in partnership with the New Haven Board of Education and YouthStat along with a team of leaders in education, mental health, physical fitness, wellness, resiliency, art and drama will provide educational, social and emotional enrichment activities to New Haven youth this summer.

The range of education, technology and social-emotional enrichment offerings within the New Haven Summer School will be designed to both offer choices and personalize each student's experiences. The purpose is to encourage each student to become active & energized in a variety of planned and well-organized time periods. Students will obtain credits toward graduation and technology credentialing, some will prepare for entry into 9<sup>th</sup> grade, others will work toward credit recovery, and all will have the opportunity to take part in a range of exciting enrichment activities.

#### **Goals**

To provide an innovative 5 week Summer School experience that will promote interactive educational learning coupled with physical and emotional wellness opportunities.

#### **Objectives**

- Incorporate STEM learning and sciences as much as possible in traditional school subjects
- Emphasize on small interactive settings and social-emotional supports through experiential learning to promote wellness and resiliency
- Promote student voice, self-esteem, team building and sense of community
- Promote family engagement opportunities
- Incorporate introductions to a range of potential technology careers

## **Partners**

The Justice Education Center will work closely with YouthStat in New Haven, community service providers, especially Youth Outreach Workers, as well as select educators in traditional and alternative high schools in New Haven.



### **The 2019 Summer School will include the following:**

60 Upper Classmen

60 Rising Freshman

*10 Special 12<sup>th</sup> Graders*

Total: 130 Students

### **Credit Recovery Math and English**

Students entering Grades 10 – 12 will have the opportunity to take credit recovery courses in math and English. These classes will be taught by certified teachers and will not be solely computer-based. The student-teacher ratio will be 10:1 to insure a small setting where students will have ample teacher attention.

*Special Credit Recovery classes for finishing 12<sup>th</sup> graders targeted to graduate in August. These students will be attending from throughout the district.*

### **Rising 9<sup>th</sup> Graders**

Rising 9<sup>th</sup> Graders will be divided into two groups: those who will be entering Hillhouse High School in which will be led by Hillhouse's Assistant Principal and Student Retention Specialist who will introduce and incorporate the culture and expectations of Hillhouse into the Summer School program. The second group of Rising 9<sup>th</sup> Graders will be led by YouthStat Cohort Deans who will create long-term relationships with the students in order to continue to work with them at their respective high schools throughout the 2019-20 school year.

### **10<sup>th</sup>- 12<sup>th</sup> Graders**

New Haven students entering 10<sup>th</sup>-12<sup>th</sup> grades who are not attending credit recovery will be able to select from a range of educational and enrichment activities throughout the formal day and after-school. These students will have the opportunity to also obtain elective credits.

## **Weekly Field Trips**

Each week Fridays are reserved for field trips, which can include and are not limited to water/amusement parks, theatre, museums, city, business and college tours.



## **Guest Speakers**

Guest speakers will visit on a regular basis. Their interactions are designed to underscore what is being learned in the hands-on offerings and to provide students with a greater understanding of the opportunities that are available to them. Examples of speakers include:

- Apprenticeship coordinators from the Laborers' International Union of North America
- Local business owners through the New Haven Manufacturers Association, Science Park, African American and Latino Business Network through the Unilever Corporation
- Academic deans and course coordinators from area community and four year college
- Local chefs and restaurant owners
- Former and current basketball stars, coaches and trainers

## **Core Elements**

### *ECHO*

ECHO (Empathy, Character, Hope and Opportunity) will serve as the foundation for and an integral part of all social and emotional enrichment activities at New Haven Summer School. Created by The Justice Education Center 10 years ago, ECHO uses the framework of 10 core values to instill positive attitudes and behaviors in young people, grades K-12. It is offered in school, after-school, weekend and summer settings and complements and supports Connecticut's Common Core State Standards.

ECHO's Core Messages emphasize a personal code of conduct that includes: refraining from committing acts of harassment and tolerating this behavior in others, resolving conflict using positive and productive avenues, refraining from participating in risk-taking behaviors, developing empathy, respect and support towards others, and redefining success as kindness, decency, honesty and personal character. ECHO focuses on building resiliency and self-esteem by using caring adults to model and reinforce these positive attributes.

The Justice Education Center's Bias and Bullying Curriculum focuses on the attitudes and behaviors of youth exhibiting bullying behaviors by increasing cognitive, problem-solving and conflict resolution skills. The curriculum is aligned with National School Climate Standards and will be used as an essential strategy to help create and maintain a positive climate in Summer School.



### Family Engagement

Summer school supervisors will work together to create social-emotional enrichment offerings that will include opportunities for special family participation and engagement.

### **Summer Activities and Enrichment Classes**

- Career Pathways  
*Building Trades*  
*Culinary Arts*  
*First Aid/CPR*
- Technology Discovery
- Health Wellness – Fitness and Conditioning
- Film, Cartooning, Creative Writing
- Chess
- Health and Beauty
- Dance

### **Career Pathways Technology Exploratory**

The Justice Education Center's Career Pathways Technology Collaborative will offer summer exploratory opportunities as well as credentialing certificates in several technologies.

#### *Building Trades*

Interested students will be introduced to Carpentry, Construction Math, Mason Tending and Masonry, Scaffolding, Concrete, Demolition, Highway and Road Safety, and Pipework.

#### Culinary Arts

This year, New Haven Summer School will build upon the nationally recognized Culinary Arts program at Wilbur Cross High School, under the direction of Wilbur Cross' award-winning Chef Nate Bradshaw. The Culinary Arts program will be offered to interested students who will be introduced to the basics of safety, sanitation and personal hygiene, as well as equipment identification and uses.

Students will rotate through different kitchen stations learning basic operating procedures in the production of foods and will learn about kitchen utensils, small equipment, and basic hot and cold food preparations. Participants will also learn about weights and measures and simple recipe conversions. Lead Culinary Arts instructor, Chef Bradshaw, along with one additional adult helper and a maximum of three Youth-at-Work summer employment students will be preparing breakfast and lunch for the students.



### CPR/First Aid

CPR/First Aid a strong following as the course emphasizes hands-on learning, teaches life-saving skills and emphasizes the importance of cooperation and teamwork. Successful completion of the course results in a CPR/First Aid Certification.

### Technology Discovery

The Raspberry Pi microcomputer is an excellent tool to teach nearly any STEM discipline and computer science education while simultaneously training students to problem solve, collaborate, and research. The 5-by 3-inch computer is both powerful and affordable and has 40 general purpose input/output (GPIO) pins which can connect to a wide array of electronic components. These projects are suitable for any age as the unit is low voltage and the Scratch program interface has been applied at all grade levels.

Students will alternate between coding, developing experiments, and analyzing data. To prepare for the programming (coding) aspect of the Raspberry Pi-based projects, teachers will take advantage of free online Scratch and Python programming tutorials. These tutorials will prepare them with the programming syntax, the control flow statements, and the general concepts required to run these projects. A short series of professional development workshops will prepare Summer School staff. Students will take on the role of scientists in the research and development department of a mock biotechnology company. The company scenario creates a meaningful context in which students work cooperatively to learn, apply concepts and solve authentic problems in the laboratory. At the end of summer school, students will have a working knowledge of the concepts associated with DNA.

### Digital Media

Students work individually and in groups to create and edit video of themselves and their peers. The videos along with daily journaling encourage students to articulate their perspectives on different issues. In addition to interviewing students will also focus on public speaking All students will work together to create, edit, produce, and publish a final project entitled the: YouthStat Summer School Documentary.



### **Health Wellness, Strength and Conditioning**

ECHO's Ten Core Values focusing on sportsmanship and life skills both on and off the basketball court will serve as the foundation for the basketball and cooperative games components of summer school. Coaches and mentors will be trained on ways that specific coaching drills can tie into the core values and strategies and approaches they can use to consistently demonstrate these values through their attitudes and behaviors. Coaching lessons will be provided on all aspects of the game with opportunities for emulating specific core values identified. Particular emphasis will be placed on resiliency, self-esteem, teamwork, empathy and supporting others.

While cooperative games are designed to be fun and challenging, The Justice Education Center uses them as a "means to an end". Teamwork, fair play, respect for others regardless of skill level are examples of the values that will be stressed. Students who demonstrate ECHO's core values will be regularly recognized by staff and mentors on a regular basis as a means of reinforcing the message. Former NBA, college and high school basketball stars will visit to share their messages of hope and resiliency and describe how ECHO core values help them cope with both the challenges and successes in their lives.

The ECHO Health Wellness Fit Kit includes time-limited and easy-to-use activities in small group settings that will enable students to meet the daily requirements for physical activity and become responsible for making positive healthy lifestyle choices. The Fit Kit includes the most innovative, effective and up-to-date equipment used for increasing physical activity and achieving optimal fitness. The Kit can be individually customized to individual ability and age.

The Fit Kit includes fun fitness cards that demonstrate a range of exercises. These exercises can be tailored in all fitness areas – cardio, core, upper and lower body – and yoga. The Kit includes free weights, jump rope, pedometer, exercise bands and a yoga mat along with personal trackers that allow each participant to map their personal progress. The Fit Kit is packed in a lightweight ECHO duffel bag with storage compartments and has been successfully used in New Haven's Saturday Academy for several years.

Included in ECHO are two sets of offerings: Mindfulness and Energizers, which are individual and small-group based stress-reducing and energy-based activities. These offerings are short in duration, approx. 5-10 minutes and can be modified depending on the time available and location.





### Film, Cartooning and Creative Writing

Using ECHO's ten core values as its foundation, the traditional/animated films selected will be used to introduce students to a range of real and imagined stories where the challenges of positive behaviors (however challenging) can reap significant rewards. Based on those films, students will share their perspectives about the film, its relationship to their lives, have the opportunity to share their experiences with others through creative writing and journaling.

Two examples of educational supports that can be used are: Drama Notebook (<https://www.dramanotebook.com/drama-curriculum/>) and Comic Construction. Drama Notebook contains a large collection of drama games, lesson plans, scripts and drama activities for youth. Scripts, drama games, and monologues are available along with lesson plans.

Comic Construction is a series of step-by-step process to enable students to create their own characters. Students of all ages and abilities will learn the tools necessary to construct their own comics. The Comic Construction program will be used through both hands-on workshops in one hour presentations and live virtual visits through skype.

### Chess

The *Chess for Humanity* program is a national initiative which teaches chess to at-risk youth. The goal of the summer school chess program is to help students develop both critical decision-making skills and a deeper understanding of the consequences of their actions. Since chess requires an understanding of structured rules and strategy, the student practices planning and thinking ahead within well-defined boundaries. Because of the competitive nature of the game, chess will engage students in pro-social behaviors through the development of mutual respect and mentoring between peers. These activities are critical to student thought process development. The innovative *Winning Moves Games: No Stress Chess* gaming set will be employed. The *No Stress Chess* game can be played immediately without any previous experience with chess or its rules.

### Health and Beauty

Students who attend the hair and beauty enrichment activity will learn the basics of make-up applications for a variety of settings (including in conjunction with the Digital Media class). Students will also learn different methods and styles of hair braiding, hair coloring, and hair styling. Personalized haircuts and styling may be available.



## **Myers-Briggs Assessment**

The Myers Briggs assessment tool will be made available as a pilot assessment program for Rising 9<sup>th</sup> Graders attending Hillhouse High School in the Fall. Myers-Briggs is an important strength-based tool which, along with educational testing, can be used to assist students in identifying their strengths and interests. Understanding what comes easily and naturally and having a good idea of what interests each student is an invaluable tool in beginning to think about shaping their futures. Teens and young adults are often barraged by messages about how they are *supposed* to be, how they *want* to be, and how they *actually* are at the moment. This version of the Myers-Briggs Type Indicator "helps teens and young adults to listen to their own voices while acknowledging pressures from parents, family members, friends, and society.

The Myers-Briggs Type Indicator (MBTI) Assessment and Personality Type Theory will be administered individually to longer-term clients at Bridgeport Detention. After the individual assessments have been administered and evaluated, each client will meet with the administrator to review their findings in order to understand their TYPE, themselves, and how they make decisions. This will help students to self-assess their preferences in each of the MBTI dichotomies. (Extraversion/Introversion; Sensing/Intuition; Thinking/Feeling; Judging/Perceiving).

An important part of the debriefing process is the question of *Who Influences You?* Discussion will encourage clients to examine those people in their environments that might influence them and whether or not those relationships reflect who they truly are or want to be. Summer School student participation must be voluntary with parental or adult caretaker consent.



## Sample Programming Schedule

*(presentations of enrichment electives to students first day of summer school)*

### AM

#### **Morning Briefing, Guest Speakers**

#### **Rising 9<sup>th</sup> Graders (two sections)**

Assessments

Study Skills

Math

English

Digital Media

ECHO

Student Success Planning

*(several of these offerings are specific to the individual sections)*

#### **Credit Recovery (10<sup>th</sup>-12<sup>th</sup> Graders)**

English

Math

Digital Media

ECHO

First Aid/CPR (for non-recovery students)

#### **Student Success Planning**

Introductions to Career Pathways Technologies,

Job Exploration, Interviewing Skills, Resume Writing

Individualized Goal Setting and Strategies

### Lunch

### PM

#### **Enrichment Elective Options**

(Electives also available in AM for Rising 9<sup>th</sup> Graders)

Culinary Arts

Strength and Conditioning

Health and Beauty

Career Pathways Round Robin (Building Trades, Culinary Arts, First Aid/CPR)

Chess

Film, Cartooning, Creative Writing

Raspberry Pi

Dance

Construction/Carpentry: *to be determined*

**AGREEMENT**  
BETWEEN  
**SOUTHERN CONNECTICUT STATE UNIVERSITY**  
AND  
**NEW HAVEN PUBLIC SCHOOL DISTRICT**  
**No Cost Extension - Gear-Up Program**

This agreement is by and between The New Haven School District, with an office at 54 Meadow Street, New Haven, CT (hereinafter "District" or "Local Education Agency" or "LEA" or "Contractor"), and Southern Connecticut State University, with an office at 501 Crescent Street, New Haven, CT 06515 (hereinafter "SCSU" or "College" or "Client").

**SECTION I - PURPOSE**

The Connecticut Board of Regents for Higher Education has been awarded funding for the first year of a seven-year Gaining Early Awareness and Readiness for Undergraduate Programs ("GEAR UP") grant from the United States Department of Education ("USDOE"), entitled "Connecticut State GEAR UP Alliance" under CFDA 84.3345 and award number P3345120031. This program shall provide knowledge of postsecondary education options, preparation, and financing to high poverty 7<sup>th</sup> graders and their families in select schools. As detailed under separate agreement, the BOR has collaborated with Southern Connecticut State University to oversee this project in New Haven, entitled "CT GEAR UP New Haven Alliance". The goal of this program is to increase the academic performance of this cohort of students through high school graduation in preparation for postsecondary education.

**SECTION II - DEFINITIONS**

- 1) Connecticut State GEAR UP Alliance is the name of the grant and is managed and coordinated by the Board of Regents for Higher Education. The BOR has collaborated with three Connecticut Institutions of Higher Education (HIEA") to collaborate with oversee the program in the identified select schools. The three HIEAs are Southern Connecticut State University, Naugatuck Valley Community College and Southern Connecticut State University.
- 2) Local Education Agency ("LEA") is New Haven Public School District.
- 3) CT GEAR UP New Haven Alliance ("Local Alliance") is managed and coordinated by Southern Connecticut State University. New Haven Public School District is a member of the Local Alliance.
- 4) Local Project Coordinator hired by Southern Connecticut State University, shall manage the implementation of the Local Alliance, and shall serve as the Alliance's primary contact.

**SECTION II - DESCRIPTION OF SERVICES**

- 1) In support of the goal of this program, the CT GEAR UP New Haven Alliance program shall **extend, at no cost**, Agreement No. 96107659, from June 30, 2019 to **June 30, 2020**. All other terms and conditions of the Agreement shall remain in effect and unchanged.

**ACCEPTANCES AND APPROVALS**  
**By the Contractor**

---

Darnell Goldson (Authorized Official)  
President, New Haven Board of Education

Date

**By the State Contracting Agency**  
Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b

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Robert S. Prezant, PhD  
Provost and Vice President for Academic Affairs  
Southern Connecticut State University  
By the Office of the Attorney General (approved as to form)

Date

**Southern Connecticut State University: New Haven GEAR UP  
Project Outcomes Summary**

In 2013, Southern Connecticut State University was awarded funding to implement the U.S. Department of Education’s Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) as part of a three-site Connecticut Board of Regents grant. The goal of GEAR UP is to work with a cohort of students beginning in seventh grade through high school graduation with a focus on academic achievement, college readiness, and financial literacy. Southern partnered with New Haven Public Schools, working with all students from 10 K-8 schools in the district for a total of 335 students.

Programming took place during the year, with academic support programs in the schools (middle school) and then on our campus (high school), along with a multi-week summer program. Programming moved to Southern’s campus during high school, when it was clear that having high school students learning and studying on a college campus had significant impact on their work as well as their perceptions of their future as college students. During the early years of Summer Academy, attendance was around 100-120 students. As the programming became more targeted, it ranged from 55-82. Academic year programming included special math clinics (17 students), SAT preparation (50 students), and college fairs specific to these students (121 students) and for HBCUs in NYC (20 students). Family workshops took place throughout the time, with 10-50 families in attendance to learn about the program, financial literacy, and college entrance requirements. The program culminated with an official GEAR UP Graduation that had over 500 people in attendance, including 110 students opting to participate.

One of the highlights of the program was offering NHPS GEAR UP students the opportunity to take SCSU classes while still in high school. This programming began in Summer Academy and expanded to the academic year in the cohort’s junior year. Below is a table showing the number of students that graduated high school with Southern college credits, including the cost paid by Southern for enrollment in the courses.

<b>SCSU Credits at Graduation</b>	<b>Number of Students</b>	<b>Cost (\$1,765 per class)</b>
3	32	\$56,480
6	22	\$77,660
9	15	\$76,425
12	7	\$49,420
15	8	\$70,600
<b>TOTAL</b>	<b>85</b>	<b>\$330,585</b>

With the goal of the program to enroll students into secondary education, the program worked hard to prepare students, help them with SAT preparation, and helped with the application and enrollment process (paperwork, essays, etc). In total, 163 students are known to have enrolled for the freshman year: 27 in two-year schools, 5 in other secondary programming, and 131 in four year schools. Of those enrolled in four-year programs, 69 enrolled in the fall at Southern, where GEAR UP would be providing four years of tuition and fees for students. Tuition and fees for this academic year is \$10,954, for a total cost to Southern of \$755,826 in grant paid tuition for these NHPS students.

**AGREEMENT**  
**BETWEEN**  
**SOUTHERN CONNECTICUT STATE UNIVERSITY**  
**AND**  
**NEW HAVEN PUBLIC SCHOOL DISTRICT**

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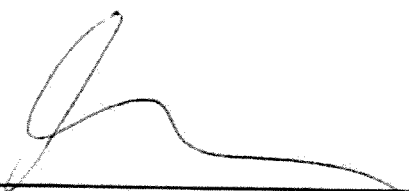
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**SECTION II - DESCRIPTION OF SERVICES**

- 1) In support of the goal of this program, the CT GEAR UP New Haven Alliance program shall extend, at no cost, Agreement No. 96107659, until June 30, 2019. All other terms and conditions of the Agreement shall remain in effect and unchanged.

**ACCEPTANCES AND APPROVALS**

**By the Contractor**



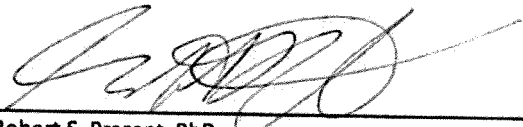
5/13/19

XXXXX XXXXXXXXXXXX(Authorized Official)  
President, New Haven Board of Education

Date

**By the State Contracting Agency**

Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b



5/14/19

Robert S. Prezant, PhD  
Provost and Vice President for Academic Affairs  
Southern Connecticut State University  
By the Office of the Attorney General (approved as to form

Date



AGREEMENT NO. 96107659

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BETWEEN  
SOUTHERN CONNECTICUT STATE UNIVERSITY  
AND  
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- 4) Local Project Coordinator hired by Southern Connecticut State University, shall manage the implementation of the Local Alliance, and shall serve as the Alliance's primary contact.
- 5) Local Cohort is the list of 9<sup>th</sup> graders enrolled in New Haven High Schools appended hereto as "Attachment A." Local Cohort is a group of 9<sup>th</sup> graders enrolled in New Haven High Schools  
 Authorized Official NHPSD *[Signature]* Authorized Official SCSU *[Signature]*

**SECTION II - DESCRIPTION OF SERVICES**

- 1) In support of the goal of this program, the CT GEAR UP New Haven Alliance program shall include, but not be limited to, services that sustain the following to the local cohort:
  - a) Early college awareness: Provide course teachings to GEAR UP participants to inform them about and serve as motivation to pursue higher education. The teachings include in-school and after-school programming in middle school and later in high school.
  - b) Parental awareness and engagement: Promotion of knowledge to parents in postsecondary

education options, preparation, and finance. Specific areas of emphasis shall include 1) College awareness: initiatives shall include publications, workshops and meetings to inform parents/families of the benefits and opportunities available to attain a college education; resources to pay for college; the importance of a rigorous course of study, test scores and top grades; the skills and knowledge required for college success and the supportive role they can provide their child to achieve their potential; 2) College Planning and Financing: staff shall conduct Saturday and evening seminars with parents/families to include topics such as "becoming investors instead of consumers," accumulation of debt, federal and state laws regarding student loans, how to calculate interest and applying for financial aid; 3) Student Academic Progress: staff shall provide workshops and presentations to parents/families that explain the meaning of students' performance on assessment and diagnostic tests. Parents/families shall learn how to monitor students' performance and how to advocate for their best interests.

- c) School achievement / college readiness: The State GEAR UP program shall adopt an assessment protocol that promotes rigorous, research-based evaluation of student learning and uses results for improvement of student learning and curricula.
- d) School improvement: Incorporate the GEAR UP program into the existing LEA vertically aligned teams that align curriculum and college expectations.
- e) Transition to college: GEAR UP participants shall visit institutions of higher education multiple times each year to orient themselves physically, socially and culturally to a college campus as motivation to pursue higher education.
- f) College savings accounts: Promote college savings accounts as an effective means for providing students with better access to the college of their choice and resources, to not only pursue but also complete a postsecondary credential.
- g) Summer Program: Summer programs shall take on a more applied focus that aims to integrate college preparatory learning into career opportunities. Summer program offerings shall vary. The program would include lessons in Career Development, Career Exploration and Personal/Social Development.
- h) Mentoring/tutoring: Mentors and/or tutors shall be made available to GEAR UP participants to advocate for them; assist them and guide them. Students who participate in the program shall be required to meet with their mentor minimally one time per week.
- i) Student Contracts: GEAR UP Participants shall receive a Student Contract. The statewide GEAR UP Project Director shall provide a template of the contract language. The contract is intended to explain what the expectations are for the student while in the program and give them the sense of responsibility and pride in participating in the program. The student shall sign the certificate and a copy shall be kept in the local Alliance's files.
- j) 21st Century Scholarship Certificate: The USDOE requires, as a part of this grant, all GEAR UP students must receive a one-time certificate intended to provide information about available scholarships.
- k) Scholarships: GEAR UP students shall have three opportunities for scholarships -Federal GEAR UP Scholarships and two CT-specific Scholarships.
  - i) Federal GEAR UP Scholarships shall not be less than the minimum Pell award. In order to be eligible for a federal GEAR UP scholarship the student must be under 22 at the time of the first scholarship award; receive a high school diploma or equivalent; enroll in any postsecondary institution and participate in the program. The BOR shall establish and administer a trust fund to provide portable federal scholarships.

- ii) CT College Readiness Program Scholarship details are still being developed. The BOR is working to obtain a policy shift that gives students that complete a college readiness program priority status when applying for financial aid.
- 2) This agreement formalizes the partnership between Southern Connecticut State University and the New Haven Public School District, the Local Education Agency, to create the CT GEAR UP New Haven Alliance to provide, develop organize, administer and evaluate services to students, families, teachers and schools.
  - a) SCSU shall be responsible for the following Local Alliance functions: Hiring and supervising of all local project personnel, including but not limited to the local project coordinator, site coordinators for schools, teacher advisors, tutors and mentors;
    - i) Employ a Local Project Coordinator with the responsibilities of:
      - (1) Managing the implementation of the service delivery plan of the Local Alliance in support of the services listed in Section A above. The Local Project Coordinator shall work with the District to offer, but not be limited to, the following support services:
        - (a) Provide early college awareness by creating a version of the existing "College Knowledge" course that high school teachers currently use to work with 9th graders, to use with the 7th graders.
        - (b) The New Haven GEAR UP Alliance shall have a protocol to certify all participating students are assessed with a standardized assessment tool at various points during the program to support school achievement and/or college readiness.
        - (c) The Local Alliance shall work with liaisons with the existing new college expectations. Existing teams include area math and English department chairs and guidance counselors.
        - (d) SCSU shall coordinate to have all GEAR UP students visit institutions of higher education multiple times each year to orient themselves physically, socially & culturally to a college campus as motivation to pursue higher education. To further prepare students, the "College Knowledge" course for middle and high school students shall be infused with "First-Year Experience" content including time management, goal setting, planning and self-direction.
        - (e) Financial planning and literacy to promote college savings plans shall be supported through an arrangement with American Eagle Federal Credit Union, which runs an operational branch at New Haven High School.
        - (f) All summer programs shall be developed by and scheduled by mutual agreement of the parties.
        - (g) SCSU paid mentors shall be provided at the middle school so that GEAR UP participants shall have immediate access to college personnel to advocate for them and guide them.
        - (h) The New Haven GEARUP Alliance project staff shall be responsible for explaining to each student the Student Contract and obtaining the student's signature. The project staff shall be responsible for retaining a copy of the contract for their local files. The New Haven Alliance student contracts shall be integrated with the development of Connecticut Student Success Plans (SSPs), which are student driven plans to assess needs and interests, through high school.

- (i) Project staff shall distribute the 21<sup>st</sup> Century Scholarship Certificate to each GEAR UP student and retain a copy in local files. Funding to host an event to distribute the certificates to students is an allowable cost under this grant.
  - (j) Local Alliance staff must provide information to all participants about their eligibility for federal scholarships upon entry into the program. The staff may provide information on the CT-specific scholarships as they are developed.
- b) Developing expectations of the Local Alliance in accordance with the expected outcomes;
  - i) Managing USDOE required data collection and analysis efforts, and maintaining records on each program participant;
  - ii) Developing state and local reports;
  - iii) Participating in state and national meetings to promote coordination, continual learning, and dissemination of promising and effective practices;
  - iv) Being the local contact for the statewide GEAR UP Director.
- c) Registration of students into a non-credit bearing GEAR UP program in BANNER, SCSU's electronic student registration system, for regular school year and summer program participation;
- d) Recruitment of students;
- e) Student tracking and monitoring;
- f) Management of any necessary and approved memorandums of agreement and/or subcontracts to support the delivery of GEAR UP-related services;
- g) Administration of appropriate student assessments;
- h) Participation in National and State convening's to support professional development, information sharing, and cross-alliance coordination;
- i) Track all federal Local Alliance expenditures and submit fiscal reports to statewide GEAR UP Director as required;
- j) Request and track non-federal/matching dollars from New Haven School District in accordance with Section 11-F. Reporting and Section 11-G.- Match Requirement and report to the statewide GEAR UP Director as required on behalf of the Local Alliance;
- k) Submit all requests for changes to the USDOE approved project plan, to the State GEAR UP Project Director for approval. The State GEAR UP Project Director shall request approval from the United States Department of Education ("USDOE") when applicable;
  - i) SCSU shall provide a copy of this signed agreement to the BOR.
- 3) The LEA shall assist SCSU with the deliverables found in this agreement. The District shall not be financially compensated for their services and agree that their services shall be tracked as non-federal match in support of the GEAR UP program. The LEA shall agree to the following:
  - a) Cooperate with Local Project Coordinator to implement support services as listed per Section 2) a) i) (1) above.
  - b) The LEA shall provide access to documents and records such as assessment, test scores, IEP's, SSP's and other educational records as needed and requested by the local GEAR UP Program Coordinator in order to better evaluate the effectiveness of the program or to provide specific assistance to specific students.
  - c) The LEA shall provide access to all student level data required for state and federal monitoring and reporting into tracking database provided by BOR. Prior written consent from the parent or guardian of the student shall be obtained. This data shall include but is not limited to:

- i) SASID (State Assigned Student ID—10 digit number)
  - ii) First Name
  - iii) Middle Name
  - iv) Last Name
  - v) Street Address
  - vi) City
  - vii) State
  - viii) Zip Code
  - ix) Date of Birth
  - x) School Name
  - xi) School Code
  - xii) Expected Year of Graduation
  - xiii) Citizenship Status
  - xiv) Gender
  - xv) Race
  - xvi) Ethnicity
  - xvii) Individualized Education Plan (IEP)
  - xviii) Limited English Proficiency
- d) The LEA shall provide access to relevant meetings and information from those in leadership at the district, particularly those involved in the alignment of math, science and English language arts curriculum with college admissions expectations and the level of the 1st year college curriculum.
- e) The LEA shall make space available, as needed, at New Haven Middle School for GEAR UP related activities listed in Section A and B.1.(b). Facilities that shall be needed are:
- i) One (1) office for the local GEAR UP Coordinator, with a minimum space capacity of 10 feet by 15 feet, with space for a desk and a meeting table. This office shall be provided at all hours before, during and after school.
  - ii) Space shall also be provided for GEAR UP Programming and Activities. Space shall include a minimum of three classroom spaces, large enough to hold 25 students each, for a total of 75 students. This is needed after school from approximately 2:45 pm to 4:45 pm daily.
  - iii) Occasionally, additional spaces shall be needed such as the gymnasium and auditorium and shall be coordinated with the building supervisor.
- 4) Reporting
- a) The LEA shall submit all deliverables and reports to the Local GEAR UP Project Coordinator in accordance with the following:
  - b) The LEA shall provide assistance with distributing and collecting the biannual GEAR UP student and parent survey. The LEA shall provide assistance with this survey by the end of February each year. The USDOE requires that there be an 80% response rate from students and minimally a 50% response rate from parents/guardians. The Local GEAR UP Project Coordinator, with support from the LEA, shall make every effort to meet this requirement.
- 5) LEA Cash Contribution and/In-Kind Match:
- a) The New Haven School District shall provide SCSU with a cash contribution of \$75,000 per year to support GEARUP services to students. SCSU shall Invoice New Haven School District yearly for the match.
  - b) The services that the New Haven School District shall provide under this agreement in support of the GEAR UP project shall be tracked as non-federal in-

kind match at a minimum value of \$232,795 per year.

- c) The non-federal match shall come from the New Haven school district's education cost share (ECS) funding. This funding is provided to the school district by the State of Connecticut to support public K-12 education. The following is a list of potential ECS supported items that can be counted, but not limited to, as match as long as they are directly related to GEAR UP activities:
  - i) Facilities and equipment usage
  - ii) Administrators time during regular school hours
  - iii) Teachers time ONLY IF they are being paid by the school district to conduct activities outside their normal duties that are specifically related to the GEAR UP program. New Haven School District may also count bussing for GEARUP Summer Camp, College Visits and special events towards their non- federal match.
- d) New Haven School District shall provide non-federal match towards the GEARUP program from their ECS funding annually in the amount of \$232,795. This funding is estimated to be made up of \$150,000 in facilities usage and \$82,795 in administrator's salary and fringe. The dollar value for the administrator's time equates to an average of 5 to 10% of their time spent on GEAR UP efforts and may include principals, superintendent, Deputy superintendent and other administrators..
- e) GEAR UP activities that occur at the high schools after normal school hours that are funded with non-federal dollars can also be counted and tracked towards match.
- f) Expenditures claimed as matching funds must conform to the requirements of Title 34 Part 74 Section 23, "Cost Sharing or Matching" of the Code of Federal Regulations. Education Department General Administrative Regulations (EDGAR).
- g) The LEA shall assist the Local GEAR UP Coordinator with tracking and reporting the match per the reporting schedule listed in Section 3 above and by providing needed information such as salary and fringe information for employees.

#### **SECTION III — CONTRACT PERIOD**

- 1) Term of Agreement
  - a) The term of this agreement shall be from July 1, 2017 through June 30, 2018 contingent upon continued grant funding from the USDOE under CFDA 84.3345 in support of the GEAR UP program.
- 2) Cancellation of Agreement
  - a) This agreement shall remain in full force and effect for the entire term of agreement period stated above unless cancelled by either party, by giving 30 days' written notice, delivered personally or by certified or registered mail to the following addresses:
    - i) For Southern Connecticut State University, send or deliver notice to:
      - (1) Vincenzo Cassella, MBA, CGMS
      - (2) Associate Director, Sponsored Programs & Research
      - (3) Southern Connecticut State University
      - (4) 501 Crescent Street New Haven, CT 06515
    - ii) For the New Haven School District, send or deliver notice to:
      - (1) Dr. Reginald Mayo
      - (2) Superintendent of Schools
      - (3) New Haven Public School District
      - (4) 54 MeadowStreet New Haven, CT 06519

#### **SECTION IV — OTHER TERMS AND CONDITIONS**

- 1) Professional Standards

- a) In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and competent manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the College in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said College, such services as the College requests, provided in this contract.
- 2) Quality Surveillance. Examination of Records and inspection of Work
  - a) Pursuant to C.G.S. 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.
- 3) Nondiscrimination
 

The following subsections are set forth here as required by section 4a-60 and 4a-60a of the Connecticut General Statutes:

  - a) For purposes of this Section, the following terms are defined as follows:
    - i) "Commission" means the Commission on Human Rights and opportunities;
    - ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
    - v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
    - ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
    - x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building,

highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing



such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
  - g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a56.
  - h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 4) Executive Orders
- a) This Contract may be subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 49 of Governor Dannel P Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates to office. Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of

the Contract as if they had been fully set forth in it. At the Contractor's request, the Agency shall provide a copy of these Orders to the Contractor.

- 5) Laws and Regulations
  - a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut.
  - b) Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
  - c) The Contractor agrees that the sole and exclusive means for the presentation of any claims against the State of Connecticut or the State Contracting Agency, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 6) Sovereign immunity
  - a) Notwithstanding any provisions to the contrary contained in this contract, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this contract.
- 7) Indemnification
  - a) Contractor here by agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Contractor or its employees, agents or subcontractors.
- 8) Insurance
  - a) The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.
- 9) Assignment
  - a) This contract shall not be assigned by either party without the express prior written consent of the other.
- 10) Whistleblowing
  - a) This Agreement may be subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.
  - b) Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General

bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

11) FERPA

- a) In performing services pursuant to this Contract, Contractor shall comply with all federal and state statutes and regulations, including, but not limited to, Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA"), and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

12) SEEC

- a) For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 101 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Notice below.

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS** This notice is provided under the authority of Connecticut General Statutes §9-612(g) (2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

**CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).* In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties: Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

#### **CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation. Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

#### **DEFINITIONS**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

"State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service

and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or

any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

13) M. Protection of Confidential Information.

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

- i) "Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records, which are lawfully made available to the general public.
- ii) "Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (1) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information, which they come to possess or control, wherever and however stored or maintained, in

- a commercially reasonable manner in accordance with current industry standards.
- (2) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data -security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - (a) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - (b) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - (c) A process for reviewing policies and security measures at least annually;
    - (d) Creating secure access controls to Confidential Information, including but not limited to passwords; and
    - (e) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - (3) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
  - (4) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
  - (5) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

14) Records

- a) SCSU agrees that all records pertaining to this agreement shall be made available for review and audit by appropriate officials of the Federal agency, the BOR, or the

General Accounting Office (GAO) during normal business hours.

- b) SCSU agrees to retain all financial records, supporting documents and all other records pertinent to the grant for the period of three years from the date of submission of the final expenditure report.

15) Clean Air Act

- a) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended- Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to Clean Air Act (42 U.S. C. 7401 et seq.) and the federal Water Pollution Control Act as amended (33 U.S.C.1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).


16) Entire Agreement

- a) This contract embodies the entire agreement between the BOR and Southern Connecticut State University, on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This contract shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of the contract shall be valid unless reduced to writing, signed by both parties. This contract shall inure to the benefit of each party's heirs, successors, and assigns.
- b) Total funding not to exceed \$75,000 (seventy five thousand dollars)

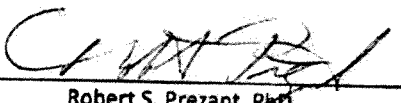
Funding Source: ECS Alliance-Academic Program  
Acct. # 2547-6107-56694



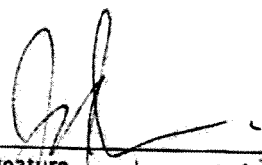
**ACCEPTANCES AND APPROVALS**  
**By the Contractor**

  
\_\_\_\_\_  
EDWARD JOINER (Authorized Official)  
President, New Haven Board of Education  
11/27/17  
Date

**By the State Contracting Agency**  
Statutory Authority C.G.S. 10a-6, 4a-52a, 10a-151b

  
\_\_\_\_\_  
Robert S. Prezant, PhD  
Provost and Vice President for Academic Affairs  
Southern Connecticut State University  
By the Office of the Attorney General (approved as to form)  
12/4/17  
Date

**By the Office of the Attorney General (approved as to form)**

  
\_\_\_\_\_  
Signature Joseph Rubin  
Assoc. AG.  
3/2/18  
Date





NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Rebecca Gratz Principal Sound School  
**Date:** May 28, 2019  
**Re:** Stuart Mattison Contract  
**Proposed Meeting Date:** June 17<sup>th</sup> 2019

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### **Executive Summary/ Statement:**

Stuart Mattison, a highly qualified contractor, helps ensure the Fish Production Laboratory life support systems are functioning to keep animals alive. Mr. Mattison's duties include but are not limited to the daily maintenance schedule. Will also provide coverage when full-time lab tech is on vacation and assist in the set up for labs for student projects.

**Amount of Agreement and the Daily, Hourly or per Session Cost:** ~~157,952.50~~<sup>50</sup>. To be paid at a rate of \$30.00 per hour through payroll. Additional costs : FICA \$3442.50, Medicare \$652.50, Workmans Comp (Trade) \$2857.50.

**Funding Source & Account #:** Sound School Aquaculture Account 190-428-00-56694.

### **Key Questions:**

1. Please describe how this **service is strategically aligned** with school or District goals:  
*Mr. Mattison supports the Fish Production Laboratory (FPL) at the Sound School in a wide variety of ways. His professional experience in fish culture is passed directly to the students and staff that he works with and as such, Stuart is instrumental in facilitating both district and AFNAR standards in both laboratory and classroom setting. Additionally, he is responsible for the maintenance of our recirculating aquaculture systems (RAS) and the creatures that we house in them; both of which are necessary to meet the goals of the Sound School and New Haven Public Schools. Stuart's support is critical to all science classes that use the FPL as a resource; freshmen through seniors. Finally, students depend on Stuart's talents when the experiments they preform in the FPL are used in national presentations, area demonstrations or the Capstone Projects that are a graduation requirement here at the school.*

2. What **specific need** will this contractor address?  
*Mr. Mattison has the qualifications and knowledge of aquatic husbandry and the mechanical aptitude required to maintain our stocks of aquatic species, in good condition, for our students to work with through-out the school year. Further his experience in both RAS fabrication and the skill set he possess in the area of equipment installation and upkeep in the area of aquatic science make his unique talents indispensable.*
  
3. **Contractor selection:** quotes, RFP, or Sole Source? **Please describe:** Stuart Mattison has worked for the Sound School for 11 years and is familiar with the systems in the fish production lab. He replaced a contractor Jeff Sampson (Aquatic Technologies ) who we had a contract with for \$144,000 per year. Stuart is working for \$45,000 per year which is a significant savings per year. Stuart skills would cost us at least double what we are paying him if we were able to find someone with the same experience.
  
4. What **specific skill set** does this contractor bring to the project?  
*Mr. Mattison has a unique skillset that he developed in 17 years of finfish husbandry while working in Alaska and Washington state. While on the west-coast Stuart dealt with a variety of finfish species that included; salmon, sturgeon and trout in both hatchery and wild settings. Stuart's skills increased further when he owned and ran a commercial shellfish hatchery in Southeastern Connecticut for another seven years where he not only cultured oysters, clams and scallops but grew the multiple microalgae needed to support those animals.*  
*In addition, Stuart has worked in the Sound School Fish Production Laboratory for the last 11 years and is intimately familiar with all aspects of the School's wet lab. His skills include the husbandry of finfish, shellfish, microalgae and crustaceans. Stuart also has the ability to design and fabricate aquatic systems as well as a working knowledge of pumps, regenerative blowers and chillers/heaters.*  
*Stuart understands both the Chemistry and Physics that must be applied in aquaculture and he shares his expertise with both students and staff. Stuart's knowledge and experience allows him to "translate" very difficult concepts into "student friendly" lessons.*
  
5. Is this a **new or continuation service**?  
*Mr. Mattison has worked for us for eleven consecutive years.*
  
6. Evidence of Effectiveness: How will the contractor's performance be evaluated?  
*Stuart's effectiveness will be obvious to anyone who enters the FPL. The recirculating aquaculture systems are running, and the animals are alive; there are students engaged in the husbandry on all of the tanks. Stuart works with them side-by-side and he is the person they seek help from first when issues arise. Stuart will be evaluated By the quality of his work, through his interactions with students and staff and with the overall wellbeing of the aquatic life in the FPL.*
  
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A
  
8. Why do you believe this agreement is **fiscally sound**?

*I believe that hiring Mr. Mattison is financially sound. As previously mentioned, if Stuart was not in our employ, we would lack much of our ability to maintain our present equipment- rebuild pumps etc...., fabricate the unique tools required for aquatic husbandry- set trays, micron sieves etc...., and "self-install" items that are replaced at regular intervals- chillers etc... Having outside contractors brought in to preform this work would not only be cost prohibitive, finding resources that could produce the equipment and preform the operations that we require does not exist locally and in many cases in not available regionally.*



NEW HAVEN PUBLIC SCHOOLS

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

FOR DEPARTMENT/PROGRAM:  
**Sound School**

This Agreement entered into on the 17th day of June 2019, effective (*no sooner than the day after Board of Education Approval*), and the 1st day of August, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Stuart Mattison located at, 7 Hillcrest Rd Niantic, CT (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$30.00 per hour, for a total of 1500 hours.

The maximum amount the contractor shall be paid under this agreement: fifty one thousand, nine hundred fifty two dollars and fifty cents (\$51,952.50). 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 Sound School Aquaculture Program of the New Haven Board of Education, **Account Number:** 190-428-56694 **Location Code:** 00.

This agreement shall remain in effect from August 1, 2019 to June 30, 2020.

**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).*

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

The services that will be performed by Mr. Mattison will include:

- The husbandry of finfish, crustaceans and shellfish including the production of multiple species of microalgae from small culture vessels, through carbouy and kriesal stages to Batch Algal Culture (+800L vessels) as feed for animals in the hatchery and nursery systems. Additionally, will oversee oyster production in the fish production laboratory; efforts typically produce 1 to 2 million seed oysters annually.
- The maintenance of the Recirculating Aquaculture Systems (RAS) used for culturing the variety of species grown by the students at the school; including the installation of chillers and the repair of pumps when rebuilding is a feasible solution to mechanical issues.
- Providing technical support for Sound School students (9-12) during their laboratory activities; demonstrating the Best Practice methods used in Aquaculture at the commercial level.
- Helping to maintain the sea-water intake line to the school from Long Island Sound by performing maintenance on the pump; overseeing the up-keep of the polishing systems to include the drum filters, pleated cartridge filters, UV filters, sand filters and the BBF filters in both the 1<sup>st</sup> and 2<sup>nd</sup> floor Mechanical rooms at the school.
- Assisting in fabricating the site-specific equipment required to culture the organisms in the school's Fish Production Laboratory. Items may include; set-trays, down-weller silos, up-weller silos, lobster condos, installation of k-wells, carboys, pseudokriesals and raceways.
- Responsible for assisting Laboratory Technician with inventory, pricing both supplies and equipment; receiving and analyzing vendor quotes and writing purchase orders.

***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 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


**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 neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

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



Contractor Signature

\_\_\_\_\_  
President

New Haven Board of Education

5-30-19

Date

\_\_\_\_\_  
Date

Stuart W. Mattison

Contractor Printed Name & Title

Revised: 10/2/18



**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



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**  
**READING AND WRITING PROJECT NETWORK, LLC**

FOR DEPARTMENT/PROGRAM:  
**Brennan-Rogers Magnet School: The Art of Communication and Media**

This Agreement entered into on the 29<sup>th</sup> day of May, 2019, effective (*no sooner than the day after Board of Education Approval*), and the 12<sup>th</sup> day of August, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Reading and Writing Project Network located at, 18 Pelham Lane, Ridgefield, CT 06877 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$5,200 per day, hour or session, for a total of 5 days, hours or sessions for 2 staff developers.

The maximum amount the contractor shall be paid under this agreement: twenty-six thousand dollars (\$26,000.00). 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 **Title I Carryover Program** of the New Haven Board of Education, **Account Number:** 2531 -5265-56694 **Location Code:** 0021.

This agreement shall remain in effect from August 12, 2019 to August 16, 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 is attached).*

The contractor will provide five days of six hours per day of professional development training on the Reading Workshop Model and the implementation of the Units of Study to approximately 50 teachers and staff at Brennan-Rogers Magnet School and additional teachers throughout the school district with 2 TCRWP Staff Developers. The professional development and site based coaching will be provided in three different groups: 5 On-site days with a Primary Staff Developer for Grades K-2 and 5 On-site days with an Upper Grade Staff Developer for Grades 3-5. The TCRWP Summer Homegrown Institute will be held from August 12-16, 2019. Topics include: the Units of Study in Reading; aligning reading instruction to the Common Core Standards; comprehension strategy instruction; phonics as an integral component of early literacy; methods of holding students

strategy instruction; phonics as an integral component of early literacy; methods of holding students accountable for doing their best work; teaching interpretation, synthesis and critical reading skills, formative assessments and using learning progressions to plan; classroom structures that support inquiry and collaboration; assessment based small group instruction; supporting cross-contextual work in nonfiction and reading across the curriculum and writing about reading.

*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 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.

Kathleen Neville  
Contractor Signature

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

5/31/19  
Date

\_\_\_\_\_  
Date

Kathleen Neville  
Contractor Printed Name & Title  
Administrator

Revised: 10/2/18



**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

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Boys and Girls Club of New Haven AMENDMENT #: 2  
GRANT # if applicable: 2547-900-6149-56905-0020 AGREEMENT #: 96149141

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Commissioner's Network Grant DATE: 5/21/19

FUNDING SOURCE FOR AGREEMENT: Commissioner's Network Grant

ACCT # FOR AGREEMENT: 2547-900-6149-56905-0020

ORIGINAL AMOUNT OF AGREEMENT: \$121,005

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$93,860

   X ACTUAL OR        ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 10,000

       INCREASE OR   X   DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 83,860

FUNDING SOURCE & ACCT # FOR AMENDMENT:

DESCRIPTION AND NEED FOR AMENDMENT:    Due to the delay the program also has a lower enrollment then anticipated because students had already enrolled in other after school programing. We will reallocate this funding to other educational items for students at L.Bassett.

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

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

  *A.G. RB*    
(Name)

  5/21/19    
(Date)

  Executive Director    
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Boys and Girls Club of New Haven AMENDMENT #: 1

GRANT # if applicable: 2547-900-6149-56905-0020 AGREEMENT #: 96149141

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: Commissioner's Network Grant DATE: 2/11/19

FUNDING SOURCE FOR AGREEMENT: Commissioner's Network Grant

ACCT # FOR AGREEMENT: 2547-900-6149-56905-0020

ORIGINAL AMOUNT OF AGREEMENT: \$121,005

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 121,005

   X ACTUAL OR        ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 27,144

       INCREASE OR    X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 93,860

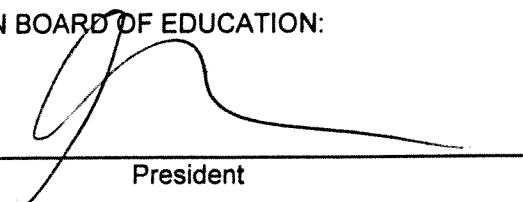
**FUNDING SOURCE & ACCT # FOR AMENDMENT:**

**DESCRIPTION AND NEED FOR AMENDMENT:**    Due to delay in approval of the Commissioner's network Abstract then approval of Boys and Girls Club agreement the program started later than anticipated. Due to the delay the program also has lower enrollment than anticipated because students had already enrolled in other after school programming. We will reallocate this funding to other educational items for students at L.Bassett.

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

CONTRACTOR'S SIGNATURE:  3/1/19  
(Name) (Date)

Executive Director  
(Title)

NEW HAVEN BOARD OF EDUCATION:  
  
President

4/22/19  
(Date)



**AGREEMENT**

**AGREEMENT NO. 96149141**

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

**The Boys and Girls Club of New Haven**

**FOR DEPARTMENT/PROGRAM:**

**Lincoln Bassett Community School**

This Agreement entered into on the 8<sup>th</sup> day of October, 2018 effective (no sooner than the day after Board of Education Approval), the 8<sup>th</sup> day of October, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, The Boys and Girls Club of New Haven, located at 253 Columbus Ave, New Haven, CT 06519 (herein referred to as the "Contractor").

**FUNDING COURSE:**

Fiscal support for this agreement shall be by the Commissioners Network of the State of CT Account # 2547- 900-6149-56905 – 0020 pending receipt of funds.

**SCOPE OF SERVICE: AFTERSCHOOL PROGRAMMING**

Boys and Girls Club will provide on-site afterschool programming for up to 200 students in Grades Kindergarten through 6<sup>th</sup> grade, five days per week between 3:00 PM and 6:00 PM. Boys and Girls Club will provide homework support and enrichment in the physical education, crafts, and integrated activities. These enrichment courses will stimulate student engagement and interdisciplinary connections. Boys and Girls Club will work in collaboration with Lincoln-Bassett's faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day. The draft schedule below and list of potential enrichment classes provide an overview of the proposed afterschool program:

**Homework and Tutoring:** Every day, students will spend one hour "power hour" dedicated to homework completion and individualized tutoring. Boys and Girls Club will partner with postsecondary institutions to identify talented tutors to lead the homework and tutoring block. This partnership will expose students to college at an early age, promoting college-going aspirations. Tutors will receive training aligned to the school's core English language arts and mathematics programs and instructional approaches, allowing tutors to provide individualized tutoring and support.

The Boys and Girls Club staff members ensure the delivery of programs that are based on youth development principles that encourage competence, usefulness, belonging and influence. Their programs are based on proven curricula and our approach is engaging, relationship-based programming with a focus on Character and Leadership Development, Education, Healthy Behaviors and Life Skills, Arts and Culture, Technology, and Fitness &

Recreation. Their programs are based on a theory of change informed by research into ways in which young people grow and thrive called the Formula for Impact. Their priority outcomes are as follows:

- **Academic Success-** Youth graduate from high school ready for college, trade school, military or employment.
- **Good Character & Citizenship-** Youth are engaged citizens involved in the community and role model strong character.
- **Healthy Lifestyles-** Youth adopt a healthy diet, practice healthy lifestyle choices and make a lifelong commitment to fitness.

The programs which will be implemented for grades K-2 at Lincoln Bassett utilize proven-effective curricula developed by the Boys & Girls Clubs of America and include:

### Mentoring

**Mentor2Win-** designed to help young people develop the academic, behavioral and social skills needed to be successful in school and beyond. Mentor 2 Win impacts students through the following three components: 1.) **Mentor-Youth Relationship:** a long term one-on-one mentoring relationship that is built on trust and focused on building the youth's belief that they can and be successful in school and in life; 2.) **Intentional Tracking:** checking on the warning signs of withdrawal from school regularly so that interventions can be timely and focused on problem solving; 3.) **Partnerships with Schools and Families:** Clubs, schools and families working together.

### Academic Success

- **Power Hour/ Project Learn** - features five major components: 1) Homework help and tutoring 2) High-yield learning and leisure activities 3) Parent and adult involvement 4) Collaboration with schools 5) Incentives.
- **Goals for Graduation** - introduces academic goal setting to Club teens by linking their future aspirations with concrete actions today.

### Healthy Lifestyles

- **SMART Moves** - this nationally acclaimed comprehensive prevention program helps young people resist alcohol, tobacco and other drug use, as well as premature sexual activity
- **Triple Play** - a holistic approach to educating boys and girls about good nutrition, making physical fitness a daily practice and developing individual strengths and good character
- **Sports Programming-** competitive and noncompetitive sports programs are offered which help children to enhance their skills and learn sportsmanship, cooperation, and teamwork. The program seeks to support physical fitness and academic achievement through competitive athletics. The program is designed to foster growth and development in academics and athletics through mentoring, training, coaching, conditioning and character development. Programs include basketball, indoor soccer, flag football and volleyball.

BGCNH will also measure the impact of the programming provided to K-6 students by analyzing both knowledge and attitude changes in addition to changes in behavior. For knowledge and attitude changes, staff will distribute Youth Outcome Surveys to all

members of the Club and parents twice a year (November and June). The information collected from these surveys will be entered into our Kidtrax database - a web-based data management tool which allows the Club to identify and track key trends among the target population, monitor participation, and analyze assessment results. For changes in behavior, attendance and active participation will be gauged by staff observation. Club staff will also work with Lincoln Bassett to gather school attendance data and report cards. A report will be compiled on the number of youth, parents, professional and volunteer staff, and others in the community who participated in our programs and the level of participants' success in achieving objectives. Results of our evaluation will be used to measure the success of our programming and provide BGCNH leadership with the resources they need to make necessary changes that will better impact Club youth.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount \$121,005 for 130 days of programming. The maximum amount the contractor shall be paid under this agreement: (\$121,005). Compensation will be made upon submission of a monthly itemized invoice which includes a detailed description of work performed and date of service:

Expense	Total
Salaries Total	85,853
Insurance (liability, worker's comp., etc.)	16,100
F.I.C.A. /Payroll Tax	10,302
Salaries, and benefits for program staff not to exceed:	112,255
Other Purchased Services	
Marketing/Outreach/Printing	250
Kidtrax Membership Database	500
Staff Background checks	250
Consultant Fees (arts, technology, family engagement)	3,500
Transportation/Field Trips	1,500
Supplies (software, art supplies, office, awards & recognition, Special Events (outreach, celebrations, family engagement, activities)	1,500
Staff Training & Development (programs; behavioral/emotional; cpr/ first AID cert;)	750
Special Events/Family Engagement	500
Other Expenses	8,750
<b>TOTAL</b>	<b>121,005</b>

**Fiscal support** for this Agreement shall be by Lincoln Bassett Commissioners Network Grant Program of the New Haven Board of Education, Account Number: 2547 -900-6149-56905

This agreement shall remain in effect from October 08, 2018 to June 30, 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.

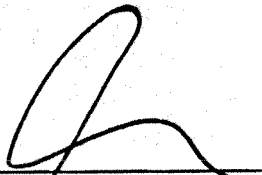
**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of 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

9/21/18  
\_\_\_\_\_  
Date

Stephanie Barnes  
\_\_\_\_\_  
Contractor Printed Name & Title

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

11/13/18  
\_\_\_\_\_  
Date

Revised: 7/17

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

CONTRACTOR: Area Cooperative Educational Services) ACES AMENDMENT: #1

GRANT NO: 2547-6108-56694 AGREEMENT NO. 96108137

GRANT NAME: Alliance Grant DATE: 04/10/2019

FUNDING SOURCES OF AGREEMENT: Alliance Grant - 2547-6108-56694 0420

ORIGINAL AMOUNT OF AGREEMENT: \$ 274,820

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 274,820

√ ACTUAL OR     ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 33,985

    INCREASE OR √ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 240,955

FUNDING SOURCES FOR AMENDMENT: Alliance Grant - 2547-6108-56694 0420

DESCRIPTION AND NEED FOR AMENDMENT: This Amendment is to do 2 things:  
(1) To increase rate of pay for Behavior Analyst (BA) from \$680 to \$715 per day and to  
increase rate of pay for Behavior Technicians (BTs) from \$415 to \$440 per day. Totaling an  
increase of \$15,470.  
(2) To decrease the number of days for the Behavior Analyst (BA) from 182 days to 113 days  
for the school year August 27, 2018 to June 30, 2019. Totally \$49,335.  
The total decrease is \$49,335 - \$15,470 = Decrease of \$33,985

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

CONTRACTOR'S SIGNATURE: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_ (President) \_\_\_\_\_ (Date)

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

**AND AGREEMENT NO. 96108137**

**Area Cooperative Educational Services (ACES)**

**FOR DEPARTMENT/PROGRAM:**

**Student Services/Special Education Department**

This agreement entered into on the 20<sup>th</sup>, day of August, 2018 effective the 27<sup>th</sup>, day of August, 2018 by and between the New Haven Board of Education (herein referred to as the "Board") and, Area Cooperative Educational Services located at 26 Old Post Road, Northford, CT, 06472 (herein referred to as the "Contractor").

**SCOPE OF SERVICE:**

ACES will be providing behavior management programming and support for identified students, staff, and parents within the school district by the designated district administrator. ACES staff will be providing behavioral services to the district therapeutic classrooms "Building Bridges" as well as primary behavioral support across the district. Caseloads will be mutually agreed upon by the designated school administrator and the ACES Director of Behavior Services & Autism Program. Staff will consist of one (1) Behavior Analyst and two (2) Behavior Technicians. The staff will follow the 2018-2019 school calendar except for pre-designed ACES professional development days during which the staff will attend ACES professional development activities. The staff will attend all ACES departmental and supervision meetings and is granted all rights as described under ACES Personnel policies. Travel (if required by district) will be additionally compensated by the New Haven Board of Education at prevailing federal rate.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required in the amount of \$274,820 per school year for up to a maximum of 182 days (s) at a rate of \$1,510 per day (\$415/day for each of two Behavior Therapists (BT) and \$680/per day for one Board Certified Behavior Analyst (BA)). The maximum amount the contractor shall be paid under this agreement: Two Hundred Seventy Four Thousand Eight Hundred Twenty Dollars

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

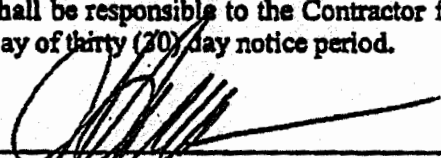
Fiscal support for this Agreement shall be by Alliance Grant Program of the New Haven Board of Education, Account Number: 2547-6108-56694. (pending receipt of funds)

This agreement shall remain in effect from August 27<sup>th</sup>, 2018 to June 30<sup>th</sup>, 2019.


**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.

  
\_\_\_\_\_  
Contractor's signature

11/13/18  
\_\_\_\_\_  
Date

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

11/13/18  
\_\_\_\_\_  
Date

Timothy Howes  
\_\_\_\_\_  
Contractor Name Printed or Typed

06-0881700  
\_\_\_\_\_  
Federal I.D. or Social Security Number

# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** Glynis King Harrell  
**Re:** Tiffany Beech  
**Meeting Date:** 6/17/2019

---

**Executive Summary:** Approval is requested for an Agreement by and between the New Haven Board of Education and Tiffany Beech . Mrs. Beech will provide speech & language services to communicatively impaired students throughout the district.

**Amount of Agreement and the Daily, Hourly or per Session Cost:**

\$88,400.00, Agreement Amount; \$552.00, Daily Rate; \$85.00, Hourly Rate.

Funding Source: (Enter name of funding source and account #, i.e. Operating Fund 190-502-00-56694; or Title I 2531-6200-56694):

General Funds, Other Contractual Services, 190-490-56694

**Key Questions:**

- 1 Please describe how this service is **strategically aligned** with school or District goals: Speech-language pathologists (SLP) are needed in the district to meet the communicative needs of our "at risk" and disabled students from Pre-K thru 12<sup>th</sup> grade. Success in academic, college and career all require effective communication.
- 2 What **specific need** will this contractor address?  
The contractor will address speech/language and therapeutic services for qualified sped students.
- 3 **Contractor selection:** quotes, RFP, or Sole Source?  
Professional networking, competitive pricing, and positive history with district performance.
- 4 What **specific skill set** does this contractor bring to the project? (Attach a copy of the contractor's resume).  
A specialized skill of speech and language therapy. Resume is attached.
- 5 Is this a **new or continuation service**? **If a continuation service:** a) has cost increased? If yes, by how much? b) What would an alternative contractor cost?  
Cost remains the same. Continuation of service at same rate.
- 6 **Evidence of Effectiveness:** How will the contractor's performance be evaluated? **If a continuation service, attach** a copy of previous evaluations or archival data demonstrating effectiveness:  
Evidence of effectiveness will be monitored through observation, timely submission of paperwork and compliance with IEP mandates.





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

N/A

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

Contractual services are required due to inadequate speech and language pathology positions within the district. Speech/language pathologists are a national critical shortage area. Because the expertise is in demand the fees can range from \$65.00 per half hour (\$130.00 hourly) to \$70.00 per hour. Fees can vary based on logistics and experience. Providers can also charge for assessments separately, \$200.00 - \$250.00 (Costhelperhealth.com, Invo Health, EBS). To simplify the provision of service for our district I have asked providers to charge hourly regardless of the activity (therapy, assessment, IEP meetings, etc.) Companies often solicit with attractive rates, but often want a "finder's fee" and frequently don't have candidates readily available. They ask for a district commitment while they search for a candidate.

This independent SLP contractor has been reliable over time. This independent contractor is local.

Failure to comply with IEP mandates can lead to state and federal complications.

## CONTRACTOR ASSESSMENT

Vendor Name Tiffany Beech

Project Description Speech and Language Pathologist

Evaluator Dr. Glynis King Harrell

Date 6/4/2019

	Unacceptable		Excellent		No applicable	
	1	2	3	4	5	N/A
<b>Quality of contractor's Work</b>						
1. Attendance					X	
2. Effectiveness of instruction					X	
3. Ability to relate to parents and professionals during PPT's					X	
<b>Compliance with contract report writing &amp; Document Submission</b>						
4. Timely and accurate billing					X	
5. Medicaid completion					X	
6. Development and presentation of evaluations and IEP's					X	
<b>Working relationship of contractors with district</b>						
7. Timely submission of department data					X	
8. Accuracy of invoices					X	
9. Collegial, collaborative relations					X	
<b>Implementation of practice across the district</b>						
10. Flexibility in scheduling					X	
11. Coverage when needed (substitution)					X	
12. Team work with teacher and other professionals					X	

**AGREEMENT  
BY AND BETWEEN  
THE NEW HAVEN BOARD OF EDUCATION**

**AND**

**Tiffany C Beech**

**FOR DEPARTMENT/PROGRAM**

**Department of Student Services**

This agreement entered into the 10<sup>th</sup> day of May, 2019, effective the 1<sup>st</sup> day of July, 2019, by and between the New Haven Board of Education (hereinafter referred to as the “Board”) and, **Tiffany Beech** located at **3 Hollis Drive, Brookfield, CT 06804** (hereinafter referred to as the “Contractor”).

**SCOPE OF SERVICES**

The general services to be performed by the Contractor shall consist of: speech-language remediation, evaluation, consultation, statistics, PPT attendance, medical reimbursement billing, IEP planning, report writing, goal writing, team collaboration, staff meetings, supervision of graduate students, and/or speech-language assistants and other related services as requested by the Board. Provision of diagnostic and therapeutic tools necessary for services.

The Contractor agrees to:

1. Reassign Medicaid payment for School Based Child Health Services to the State Department of Education;
2. Not bill Medicaid directly for services provided under the agreement; the Contractor understands that to do so would constitute double billing.
3. Provide documentation in a form and manner acceptable to the Board and which is in Compliance with the Department of Social Services regulations; and
4. Comply with the pertinent requirements of the Department of Social Services Performing Provider Agreement signed by the Board.

**COMPENSATION**

The Board shall pay the contractor for satisfactory performance of the services required the amount of **\$85.00** per hour(s)/day(s) for up to a maximum of **1040** hour(s)/day(s). The maximum amount the contractor may be paid under this agreement:

**Eighty Eight Thousand Four Hundred Dollars \$(88,400.00).**

Compensation will be made upon submission of an itemized invoice which includes a detailed description of the work performed and dates of service.

**Fiscal support** for this Agreement shall be by **General Funds, Other Contractual Services** Program of the New Haven Board of Education, **Account Number 190-490-56694.**

This agreement shall remain in effect from July 1, 2019 to June 30, 2020.

**APPROVAL:**

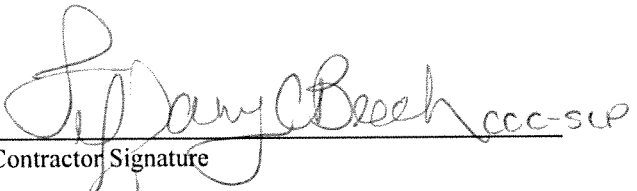
This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

**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's 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:**

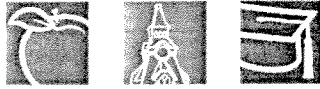
The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of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

  
\_\_\_\_\_  
Contractor Signature  
  
6/4/19  
\_\_\_\_\_  
Date

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

Tiffany C Beech  
\_\_\_\_\_  
Contractor Name Printed & Title

Revised: 7/17



**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

# TIFFANY C. BEECH

3 HOLLIS DRIVE, BROOKFIELD, CT 06804  
PHONE: (203) 671-0751 • E-MAIL: TIFFANY\_CHERISE@YAHOO.COM

## EDUCATION

**New York University**, New York, NY  
Steinhardt School of Culture, Education and Human Development  
*Master of Science in Speech-Language Pathology*

*September 2005 - August 2008*

**Boston College**, Chestnut Hill, MA  
*Bachelor of Arts in Communications*

*September 2000 - May 2004*

## RELEVANT WORK EXPERIENCE

**New Haven Board of Education**, New Haven, CT  
*Independently Contracted Speech-Language Pathologist*

*April 2014- Present*

- Dr. Reginald Mayo Early Childhood School, Helene Grant Headstart School and Riverside Education Academy
  - Evaluate and treat pre-school and school-aged children with various disorders and needs.
  - Provide clinical services to students with speech and language related disorders including, but not limited to, phonological disorders, articulation disorders, fluency disorders, pragmatic deficits, developmental delays, intellectual disabilities and autism spectrum disorders.
  - Participate in Planning and Placement Team (PPT) meetings and implement Individual Education Plan (IEP) programs.
  - Collaborate with special education team to discuss, strategize, and implement care delivery strategies.
  - Carry out individual and group lessons targeting fundamental speech and language skills in varied age groups and classroom settings on a weekly basis.

**Theracare Birth to Three Services**, Norwalk, CT  
*Independently Contracted Speech-Language Pathologist*

*August 2013- April 2014*

- Clients' home and daycare settings

**New York City Department of Education**, Bronx, NY  
*Speech-Language Therapist in Elementary School Setting*

*August 2008- June 2012*

- P.S. 160- The Walt Disney School

**Theracare Early Intervention Services**, Bronx, NY  
*Independently Contracted Speech-Language Pathologist*

*August 2009- July 2012*

- Clients' home and daycare settings

**New Haven Board of Education**, New Haven, CT  
*Summer School Teacher, 2<sup>nd</sup> Grade*

*July 2006 - August 2006*

- Katherine Brennan Elementary School

*Reading Tutor*

- Jackie Robinson Middle School

*September 2004- August 2005*

## EXAMINATIONS AND TRAININGS

Assessments of Teaching Skills - Written (ATS-W)

*February 2008*

Liberal Arts and Sciences Test (LAST)

*February 2008*

The Praxis Examination (Speech-Language Pathology)

*January 2008*

Drug & Alcohol Ed., Child Abuse ID/School Violence Prevention Training

*November 2007*

Occupational Safety & Health Administration Bloodborne Pathogen Training

*October 2007*

HIPAA Training

*September 2007*

## PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

ASHA Certificate of Clinical Competence (CCC-SLP)

Licensed Speech-Language Pathologist - State of New York

Licensed Speech-Language Pathologist - State of Connecticut

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Sergio Rodriguez AMENDMENT #: 4  
GRANT # if applicable: N/A AGREEMENT #: 95265010

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: McKinney Vento Grant DATE: 6/10/2019

FUNDING SOURCE FOR AGREEMENT: McKinney Vento Grant

ACCT # FOR AGREEMENT: 2503-5027-56697

ORIGINAL AMOUNT OF AGREEMENT: \$39,200.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$66,147.64

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

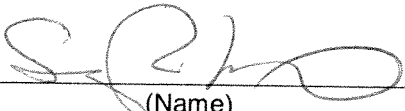
INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$66,147.64

**FUNDING SOURCE & ACCT # FOR AMENDMENT:**

**DESCRIPTION AND NEED FOR AMENDMENT:** This amendment is needed to change on amendment # 3, the McKinney Vento Grant Account # 2503-5027-56697 to Title I Account # 2531-5265-56694 to cover the amount of \$7,998.64 of his salary. He supports families on DCF foster care system, as ESSA requires school districts to serve this population of students on recommended Title I funding.

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

CONTRACTOR'S SIGNATURE:  June 10, 2019  
(Name) (Date)

\_\_\_\_\_  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)



**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Sergio Rodriguez AMENDMENT #: 3

GRANT # if applicable: N/A AGREEMENT #: 95265010

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: McKinney Vento Grant

DATE: 4/2/2019

FUNDING SOURCE FOR AGREEMENT: McKinney Vento Grant

ACCT # FOR AGREEMENT: 2503-5027-56697

ORIGINAL AMOUNT OF AGREEMENT: \$39,200.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$66,147.64

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

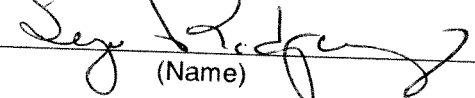
INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$66,147.64

FUNDING SOURCE & ACCT # FOR AMENDMENT:

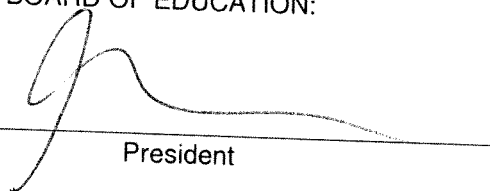
**DESCRIPTION AND NEED FOR AMENDMENT:** This amendment is needed to change on amendment # 2, the McKinney Vento Grant Account # 2503-5027-56694 to McKinney Vento Grant Account # 2503-5027-56697.

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

CONTRACTOR'S SIGNATURE:  4/9/19  
(Name) (Date)

\_\_\_\_\_  
(Title)

NEW HAVEN BOARD OF EDUCATION:

  
President

4/22/19  
(Date)

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Sergio Rodriguez AMENDMENT #: 2  
GRANT # if applicable: N/A AGREEMENT #: 95265010

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: \_\_\_\_\_ DATE: 1/15/2019

FUNDING SOURCE FOR AGREEMENT:

ACCT # FOR AGREEMENT:

ORIGINAL AMOUNT OF AGREEMENT: \$39,200.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$39,200.00

X ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 26,947.64

X INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$66,147.64

FUNDING SOURCE & ACCT # FOR AMENDMENT:

**DESCRIPTION AND NEED FOR AMENDMENT:** This amendment is needed to extend the agreement and the payroll withholdings, and to change the funding source from Title 1 Carryover to McKinney Vento Grant Account # 2503-5027-56694, starting February 25<sup>th</sup>, 2019 to June 28<sup>th</sup>, 2019.

The following changes are to be made in the **Compensation** section:

1. A daily rate of \$280.00 per 7 hour day for 89 days, for a total of \$24,920.00 will be paid to the contractor.
2. The FICA withholding shall be \$ 1,858.18, and the Workers Compensation withholding shall be \$169.46.
3. The total amount of this amendment is \$26,947.64 and the maximum amount the contractor shall be paid under this agreement \$24,920.00.

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

CONTRACTOR'S SIGNATURE: S. Rodriguez (Name) 1/18/19 (Date)

\_\_\_\_\_  
(Title)

NEW HAVEN BOARD OF EDUCATION:

[Signature]  
\_\_\_\_\_  
President 2/11/19 (Date)

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Sergio Rodriguez AMENDMENT #: 1  
GRANT # if applicable: N/A AGREEMENT #: 95265010

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: Title 1 DATE: 8/2/2018

FUNDING SOURCE FOR AGREEMENT: Title 1

ACCT # FOR AGREEMENT: 2531-5201-56694-0000

ORIGINAL AMOUNT OF AGREEMENT: \$40,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$40,000.00

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$800.00

INCREASE OR X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$39,200.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2531-5265-56694-0000

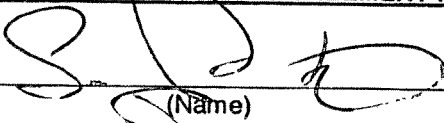
**DESCRIPTION AND NEED FOR AMENDMENT:** This amendment is needed to correct the total value of the agreement and the payroll withholdings, to change the funding source from Title 1 to Title 1 Carryover and to add clarifying language regarding the rate of payment.

The funding source is to be changed from Title 1 2531-5201-56694-0000 to Title 1 Carryover 2531-5265-56694-0000

The following changes are to be made in the **Compensation** section:

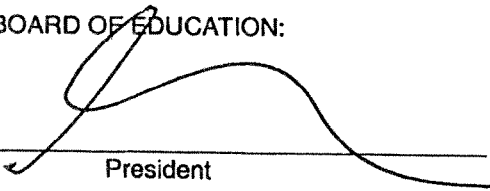
1. The amount of "\$1,400 per week" shall be changed to "\$280.00 per 7 hour day or pro rata portion thereof" and the term of "28 weeks" shall be changed to "140 days"
2. The FICA withholding shall be reduced from \$3,060.00 to \$2,998.80 and the Workers Compensation withholding shall be reduced from \$272.00 to \$266.56.
3. The total amount of the agreement shall be reduced from \$40,000.00 to \$39,200.00 and the maximum amount the contractor shall be paid under this agreement shall be reduced from \$36,668.00 to \$35,934.64

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

CONTRACTOR'S SIGNATURE:  8/2/18  
(Name) (Date)

Contract Employee  
(Title)

NEW HAVEN BOARD OF EDUCATION:

 9/12/18  
President (Date)

# AGREEMENT NO. 95265010

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

Sergio Rodriguez

### FOR DEPARTMENT/PROGRAM:

**Office of Youth, Family and Community Engagement/Title I Program**

This Agreement entered into on the 23<sup>rd</sup> day of July, 2018, effective (no sooner than the day after Board of Education Approval), the 24<sup>th</sup> day of July, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Sergio Rodriguez, located at 142 Judwin Avenue, New Haven CT 06515 (herein referred to as the "Contractor").

Fiscal support for this Agreement shall be by **Title I Program** of the New Haven Board of Education Account Number: 2531- 5201 – 56694- 0000 for \$40,000.00.

### SCOPE OF SERVICE:

This agreement is established in response to the Federal mandate, which requires school districts receiving Title I monies to provide and designate a point of contact for all youth residing in and out of home care through the state child welfare agency Connecticut Department of Children and Families (CT-DCF), ensuring the educational stability of children in foster care throughout the district. This contract also supports the requirements of the federally mandated McKinney Vento Act that ensures district supports for homeless and unaccompanied youth.

The contractor will work with New Haven Public Schools Office of Youth, Family and Community Engagement as it's point contact (POC) for DCF, their families and other community-wide agencies serving foster, homeless and unaccompanied youth, collaborating efforts to comply with the Federal mandates and increase access to school placement and youth's educational stability and success.

Specifically, the contractor will be expected to:

- Be the District Point of Contact for NHPS and collaborate and coordinate with the points of contact for the Connecticut Department of Education (CSDE) and the Department of Children and Families (DCF)
- POC will coordinate all notifications, records and other necessary data regarding children placed in out of home care and/or moved in the foster care system, who are entitled to receive their education within or by the NHPS district
- Support NHPS in developing a tracking system designed to facilitate all necessary requirements for enrollment of students into the NHPS, i.e., transfer records,

immunization and medical records, IEP and Section 504 plans. The POC will assist in expediting the transfer of this information (from SDE, when appropriate) through developing a collaborative of key community partners to assist in expediting the children's placement in a classroom; to include coordination of transportation, as necessary

- Identify needs and coordinate training sessions in collaboration with YFCE to NHPS staff on topics addressing the needs of both children in foster care and the McKinney Vento students
- Coordinate all recommendations for trainings for both youths in foster care and foster parents as well as those homeless and undocumented youth (McKinney Vento families)
- Design and present to NHPS administration a Case Management Support model for both youths in foster and homeless youth and assist with the implementation approved by the NHPS administration through staff trainings
- Ensure the identification of unaccompanied minors; working with YFCE to develop activities and events that improve and expand partnerships and the safety net with both the community providers and the community residents as resources. A community wide forum for families and community providers will be hosted by NHPS under this contractor's coordination
- Collaborate with Parent Engagement and Dropout Prevention Coordinators and other designated appropriate NHPS staff to ensure services aligned with ESSA and McKinney Vento
- Maintain liaison with CSDE and implement any new technology and tracking tools to enhance the compliance with these Federal funding sources

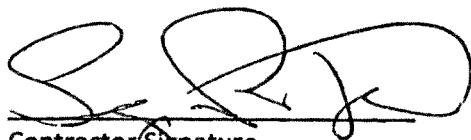
**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of **\$1,400.00 per week** for up to a maximum of **28 weeks**. As a contracted employee, the following payments will also be included in this contract: FICA/Medicaid (7.65%) for a total of \$3,060.00; Workers Compensation (.68%) for a total of \$272.00. The maximum amount the contractor shall be paid under this agreement: Thirty Six Thousand Six Hundred Sixty Eight Dollars (\$36,668.00). The total amount of this agreement shall not exceed: **Forty Thousand Dollars (\$40,000.00)**. Compensation will be made upon submission of **an itemized invoice which includes a detailed description of work performed and date of service.**


This agreement shall remain in effect from **July 23, 2018** to **June 30, 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

  
President  
New Haven Board of Education

June 15, 2018  
Date

7/23/18  
Date

Sergio Rodriguez  
Contractor Printed Name & Title

Revised: 7/17

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

**CONTRACTOR:** Cross Sector Consulting

**AMENDMENT #:** 2

**GRANT # if applicable:** 2579

**AGREEMENT #:** 96243088

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

**GRANT NAME;** 21st Century

**DATE:** 3/04/2019

**FUNDING SOURCE FOR AGREEMENT:** 21st Century

**ACCT # FOR AGREEMENT:** # 2579-56694

**ORIGINAL AMOUNT OF AGREEMENT:** \$ 37,250.00

**AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT:** \$ 42,250.00

**21<sup>st</sup> Century Cohort XV (East Rock, Daniels):** 2579-6243-56694-0000: \$5,000.00

**21<sup>st</sup> Century Cohort XVI (Davis, Bishop Woods):** 2579-6273-56694-0000: \$5,000.00

**21<sup>st</sup> Century Cohort XIII (Hillhouse)** 2579-6176-56694-0000: \$3,500.00

**21<sup>st</sup> Century Cohort XIII (Fair Haven, Clinton, Columbus, Martinez):** 2579-6177-56694-0000: \$4,000.00

**21<sup>st</sup> Century Cohort XIII (Hill Central, Clemente)** 2579-6178-56694-0000: \$4,000.00

**State Afterschool Grant (Wilbur Cross, HSC, Sound)** 2579-6205-56694-0000: \$4,500.00

**Extended School Hours Grant (Data Monitoring)** 2579-5326-56694-0000: \$16,250.00

**AMOUNT OF THIS AMENDMENT:** \$12,339.00

   X    ACTUAL OR    ESTIMATE

   X    INCREASE OR    DECREASE

**AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT:** \$54,589.00

**FUNDING SOURCE & ACCT # FOR AMENDMENT:** 21st Century Grant # 2579-6249-56694-0000- Carry over (\$12,339.00)

**DESCRIPTION AND NEED FOR AMENDMENT:**

The 21<sup>st</sup> Century State Quality Advisor assigned by SDE to monitor NHPS 21C sites made a recommendation that NHPS create an after-school handbook with versions for staff, students and families. Based on the recommendation, NHPS will secure Cross Sector Consulting by increase funding of \$42,250 by \$12,339 to (\$54,589) and fund the Amendment through Carry over account # 2579-6249-56694-0000 (**\$12,339**)

Cross Sector Consulting will:

- Develop a district-level 21C Parent Handbook and a district-level 21C Staff Handbook.
- Meet with YFCE staff to review the required components of both handbooks, existing documents that can be used, existing documents that can inform the development of handbook documents, to identify Central Office points of contact to assist with the development of various documents.
- Draft the Parent Handbook and submit it to the YFCE Chief for feedback.
- Draft the Staff Handbook and submit it to the YFCE Chief for feedback.
- Revise both handbooks based on feedback from the YFCE Chief.
- Submit the final handbooks to the YFCE Chief no later than August 30, 2019.

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

**CONTRACTOR'S SIGNATURE:** \_\_\_\_\_

*Mark J. Nickel*  
(Name -Signature)

Mark J. Nickel  
Print Name - Title

03/04/2019  
Date

**NEW HAVEN BOARD OF EDUCATION:**

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Cross Sector Consulting

AMENDMENT #: 1

GRANT # if applicable: 2579

AGREEMENT #: 96243088

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME; 21<sup>st</sup> Century, State ASP, and Extended School Hours Grants DATE: 2/15/2019

FUNDING SOURCE FOR AGREEMENT: 21<sup>st</sup> Century, State ASP, and Extended School Hours Grants

ACCT # FOR AGREEMENT: # 2579-56694

ORIGINAL AMOUNT OF AGREEMENT: \$ 37,250.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 37,250.00

- 21<sup>st</sup> Century Cohort XV (East Rock, Daniels): 2579-6243-56694-0000: \$5,000.00
- 21<sup>st</sup> Century Cohort XVI (Davis, Bishop Woods): 2579-6273-56694-0000: \$5,000.00
- 21<sup>st</sup> Century Cohort XIII (Hillhouse) 2579-6176-56694-0000: \$3,500.00
- 21<sup>st</sup> Century Cohort XIII (Fair Haven, Clinton, Columbus, Martinez): 2579-6177-56694-0000: \$4,000.00
- 21<sup>st</sup> Century Cohort XIII (Hill Central, Clemente) 2579-6178-56694-0000: \$4,000.00
- State Afterschool Grant (Wilbur Cross, HSC, Sound) 2579-6205-56694-0000: \$4,500.00
- Extended School Hours Grant (Data Monitoring) 2579-5326-56694-0000: \$11,250.00

AMOUNT OF THIS AMENDMENT: \$5,000.00  X ACTUAL OR  ESTIMATE

X INCREASE OR  DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$42,250.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: Extended School Hours Grant # 2579-5326-56694-0000

**DESCRIPTION AND NEED FOR AMENDMENT:**

1. The contractor will increase the number of evaluations from 14 by 4 to 18 to include the four Saturday Academy sites at Wexler, Fair Haven, Martinez, and Troup Schools. The results of these evaluations will be documented in reports
2. The contractor will include the monitoring of the data collected at the Saturday Academy sites which will increase the monitoring of the current sites from 15 sites by 4 sites to 19 sites to include the four Saturday Academy sites at Wexler, Fair Haven, Martinez, and Troup Schools. The results of these monitoring activities and any related findings or recommendations will be documented in reports
3. To increase funding of \$37,250.00 by \$5,000.00 to (\$42,250.00) and fund the Amendment as follows:  
Extended School Hours Grant (Data Monitoring) 2579-5326-56694-0000: (\$5,000)

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

CONTRACTOR'S SIGNATURE: Mandy Nickell 2/21/2019  
(Name) Mandy Nickell (Date)

Partner  
(Title)

NEW HAVEN BOARD OF EDUCATION: [Signature]  
President

3/25/19  
(Date)



October 12, 2018

Mark Nickel  
Cross Sector Consulting  
2558 Whitney Avenue. #201  
Hamden, CT 06518

Dear Mr. Nickel:

Enclosed is your signed copy of Agreement No. 96243088, which was approved by the New Haven Board of Education on 9/12/2018. Please reference this Agreement No. 96243088 on all future correspondence and/or invoices.

When submitting invoices for payment be sure to provide a complete description of services rendered including date, place and times.

The funding source for this agreement comes from the 21st Century Cohort's Grant. Please make sure that all services are applicable to this funding source.

If you have any questions regarding payment status please call Carl Alford at 475-220-1376.

Sincerely,



Derricka Suggs-Wilkes  
Office Manager

DW enc.1

cc: G. Lumpkin  
S. Breland, E. Rock  
D. Bonet Ojeda, Daniels  
S. Coleman, Davis,  
G. Worthy, Hillhouse  
H. Cordero, F. Haven  
K. DeNegre, Clinton  
M. Brown, HSC  
R. Gratz, Sound

R. Araujo, Columbus  
L. Menacho, Martinez  
J. Ramos, H. Central  
P. Franco, Clemente  
E. Johnson, Cross

**CONTRACTORS COPY  
AGREEMENT**

**By And Between**

**The New Haven Board of Education  
AND**

**AGREEMENT NO. 96243088**

**Cross Sector Consulting**

**FOR DEPARTMENT/PROGRAM:**

**Youth Family and Community Engagement/Program Evaluation and Monitoring**

This Agreement entered into on the 20th day of August, 2018 effective the 11<sup>th</sup> day of September, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Cross Sector Consulting, located at 2558 Whitney Ave. #201, Hamden CT, 06518 (herein referred to as the "Contractor").

**Fiscal support for this Agreement shall be by the following accounts, pending receipt of funds:**

**External Evaluation Reports:**

21<sup>st</sup> Century Cohort XV (East Rock, Daniels): 2579-6243-56694-0000: \$5,000.00  
21<sup>st</sup> Century Cohort XVI (Davis, Bishop Woods): 2579-6273-56694-0000: \$5,000.00  
21<sup>st</sup> Century Cohort XIII (Hillhouse) 2579-6176-56694-0000: \$3,500.00  
21<sup>st</sup> Century Cohort XIII (Fair Haven, Clinton, Columbus, Martinez): 2579-6177-56694-0000: \$4,000.00  
21<sup>st</sup> Century Cohort XIII (Hill Central, Clemente) 2579-6178-56694-0000: \$4,000.00  
State Afterschool Grant (Wilbur Cross, HSC, Sound) 2579-6205-56694-0000: \$4,500.00

**Program Data Monitoring Reports:**

Extended School Hours Grant: 2579-5326-56694-0000: \$11,250.00

**SCOPE OF SERVICE:**

The contractor will perform external evaluations of the operations of the 21<sup>st</sup> Century Community Learning Center grant (21C) and State Afterschool grant (SAG) at East Rock, Daniels, Hillhouse, Fair Haven, Clinton, Columbus, Martinez, Hill Central, Clemente, Davis, Bishop Woods, Wilbur Cross, High School in the Community and Sound schools. The results of these evaluations will be documented in reports.

The contractor will monitor program data collected in support 21<sup>st</sup> Century Community Learning Center grant (21C) and State Afterschool grant (SAG) at East Rock, Daniels, Hillhouse, Fair Haven, Clinton, Columbus, Martinez, Hill Central, Clemente, Truman, Davis, Bishop Woods, Wilbur Cross, High School in the Community and Sound schools. The results of these monitoring activities and any related findings or recommendations will be documented in a monthly report.

The contractor agrees that the following activities are integral to evaluation and monitoring, and shall:

1. Meet with the NHBOE staff (project director, grant manager, and others) to develop an overall work plan for the technical assistance and evaluation project.
2. Develop site visit protocols in collaboration with NHBOE staff.
3. Assist NHBOE staff and site staff in maintaining a database for tracking attendance and other factors as required. Work with NHBOE staff to analyze programmatic and student data. Conduct on-site observations of the before and after school programs at the schools using the APT-O tool and additional criteria agreed upon by Central Office.
4. Provide technical assistance as requested by NHBOE staff and/or site staff, pending availability of contractor staff.
5. Attend meetings as requested to address programmatic issues with NHBOE staff and/or site staff.
6. Perform site visits to observe program operations.
7. Perform reviews of program data to ensure completeness, accuracy and compliance with grantor directives.
8. Prepare written reports documenting any evaluations, findings or recommendations for each site.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of:

\$2,500.00 per evaluation report for East Rock and Daniels, \$5,000.00 total.

\$1,000.00 per evaluation report for Fair Haven, Clinton, Columbus and Martinez \$4,000.00 total.

\$3,500.00 per evaluation report for Hillhouse, \$3,500.00 total.

\$2,000.00 per evaluation report for Clemente and Hill Central, \$4,000.00 total.

\$2,500.00 per evaluation report for Bishop Woods and Davis, \$5,000.00 total.

\$1,500.00 per evaluation report for Wilbur Cross, HSC and Sound, \$4,500.00 total.

\$1,125.00 per month, 10 months total, September through June, for the program data monitoring reports, \$11,250.00 total.

The maximum amount the contractor shall be paid under this agreement: thirty-seven-thousand two-hundred-fifty dollars (\$37,250.00).


Compensation will be made upon submission of an invoice indicating which evaluations or reports have been completed, the dates of the visits to the sites if applicable, and a copy of any associated reports.

This agreement shall remain in effect from September 11, 2018 to June 30, 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's 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

8-21-2018  
Date

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

9/12/18  
Date

Mark J. Nickel, Managing Partner

\_\_\_\_\_  
Contractor Name Printed or Typed

Revised: 7/17



NEW HAVEN PUBLIC SCHOOLS

Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Sue Peters, Director of SHCs/Dental Clinics  
**Date:**  
**Re:** Approval for Agreement: Tracey Oberg, RDH  
**Proposed Meeting Date:**

---

**Executive Summary/ Statement:**

Approval is requested for an Agreement by and between the New Haven Board of Education and Tracey Oberg, RDH. As the dental program's lead Dental Hygienist, Ms. Oberg will be working with the Director of the Dental Program to oversee the operations of all our dental clinics, ensure accurate data entry and documentation, training of dental staff, and updating the policy & procedure manuals. She will also provide direct dental services and school-wide screens to students in three schools.

**Amount of Agreement and the Daily, Hourly or per Session Cost:**

Hourly Rate: \$45./hr Total Amount: \$75,561 (salary + FICA/WC)

**Funding Source & Account #:** \$15,000 of salary: SHC Account: 2512-5124-56694; Remainder: Medicaid Account: 2534-5408-56694

**Key Questions:**

1. Please describe how this **service is strategically aligned** with school or District goals:  
SHCs keep our students healthy, well and in school. The dental program includes providing oral health education, and preventive dental care to promote good oral health to keep students healthy, in school and ready to learn. Health impacts learning, and this added service to school health centers will help to reduce absenteeism, distraction from pain and promote wellness of the "whole child".
2. What **specific need** will this contractor address?  
The licensed RDH provides preventive dental care on site in the school dental clinics, thereby reducing missed class time and/or absenteeism while receiving the care they need. Dental problems are among the five leading health reasons for school absenteeism.
3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe: Ms. Oberg was selected from a pool of applicants for this position that was advertised four years ago. Applicants were reviewed and final candidates were interviewed by the SHC program staff, the Dental Director, NHPS COO and one principal.
4. What **specific skill set** does this contractor bring to the project?  
Ms. Oberg brings more than 15 years experience as an RDH in CT serving children and adults from both urban and suburban areas, consistently maintains high productivity and has received only excellent feedback from principals, school staff, and parents of students she serves over the

past four years. She also provides oversight of clinic operations for our 6 dental sites and serves as a consult/mentor to our other dental hygienist.

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

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

The evaluation of this position consists of assessment of the completion and quality of deliverables in the agreement by the program director with semi annual performance reviews by Dental Director and SHC Director, student satisfaction surveys and regular dental staff meetings twice a month about program quality improvement and priorities. (see evaluation form)

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

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

The median salary for Dental Hygienists with her experience in New Haven is \$75,774 with benefits (salary.com). Our agreement is far below this amount, and does not include benefits. We consider this fiscally sound, especially given that she will serve as the lead RDH and provide dental care in 3 schools with over 1500 students.

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

**Tracey Oberg**

**FOR DEPARTMENT/PROGRAM:**

**School Dental Program: Lead Registered Dental Hygienist (RDH)**

This agreement entered into on the 18<sup>th</sup> day of April, 2019, effective the 1st day of July, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Tracey Oberg, located at 31 Carpenter Avenue, Meriden, CT 06450 (herein referred to as the "Contractor").

**SCOPE OF SERVICE:** *All billable services/ expenses must be included in the scope of service.*

As lead RDH for the school dental program, Ms. Oberg will be working with the Director of School Health Centers to oversee the operations, protocols, quality, and compliance of our six licensed school dental clinics. She will also be responsible for managing and providing dental services at three of our sites: Troup, Truman and Hill Central, and to provide school-wide screens in up to four schools.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$45.00 per hours(s) for up to a maximum of 1550 hour(s).

The maximum amount the contractor shall be paid under this agreement:

Sixty nine thousand, seven hundred and fifty dollars (\$69,750).

As a contracted employee, the following payments will also be included in this contract: FICA/Medicaid (7.65%)= \$5,336.

Workers Compensation (.68%)= \$475.

**The total amount of this contract shall not exceed: Seventy five thousand five hundred and sixty one dollars (\$75,561.).**

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 Medicaid Account **Account Number:** 2534-5408-56694 and \$15,000 of salary will be paid through SHC Grant: 2512-5124-56694 (location-0000).

This agreement shall remain in effect from July 1<sup>st</sup> 2019, to June 30<sup>th</sup>, 2020.

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

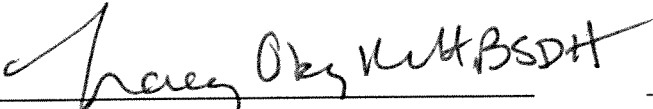
**Exhibit B: Student Data and Privacy Agreement:** *Attached*

**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 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's 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. The Contractor may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Board by certified U.S mail, return receipt requested; provided however, that the contractor shall be responsible to the Board for all services required by the Contract through the last thirty (30) day notice period.

  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Darnell Goldson, President  
New Haven Board of Education

4/18/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tracey Oberg  
  
\_\_\_\_\_  
Contractor Name Printed or Typed

045-64-1287  
\_\_\_\_\_  
Federal I.D. or Social Security Number



New Haven Public Schools Dental Clinics  
DENTAL STAFF  
**Staff Evaluation**  
2018-2019

Staff name: **Tracey Oberg**

Date: April 22, 2019

Role: Lead Dental Hygienist for NHPS School Dental Clinics

**Evaluation Criteria:**

1. Fulfilled all contract obligations satisfactorily  
X YES NO (explain):

**Strengths:** Ms. Oberg met or exceeded all contractual obligations this year. She is extremely passionate and invested in making this program successful and to serving our students, as she helped to launch our dental clinics four years ago. Ms. Oberg consistently provides sound clinical and programmatic judgement and has built strong relationships with school staff, SHC staff, parents and students which has translated to increased enrollments at all sites this year, and increased number of visits. Her positive energy and attitude encourages collaboration and teamwork to achieve the program goals and to best serve our students.

2. **Areas needing improvement:** None noted regarding performance. Ms. Oberg is so committed to the success of this program and her work with students, that she feels responsible for all the sites, and we don't want her to burn out! Now that we have a trained second FT dental hygienist to oversee three sites, we would like Tracey to delegate more shared responsibility to that hygienist next year.

3. Productivity: Visits and revenue

- Excellent: (exceeded expectations) X
- Good: (met expectations) \_\_\_\_\_
- Fair (below expectations) \_\_\_\_\_
- Poor (unsustainable productivity) \_\_\_\_\_

4. Feedback from any staff about performance (verbal/written) We have received both verbal and written feedback from school staff and parents stating how professional and helpful Ms. Oberg is with meeting the dental needs of students and following up with parents regarding needed care. School and SHC staff enjoy working with her and comment about her passion and dedication to helping our students and families.

**Program Director Summary:**

We are fortunate to have such a dedicated Lead Dental Hygienist serving as the "face" of the NHPS dental program since its inception. Her positive energy and attitude and competence promotes collaboration and inspires others to strive for excellence and to serve our students with compassion, quality care and support.

**Tracey Oberg**

Comments:

So grateful to be a part of this program and having the ability to make such an impact with the students and families that I serve.

Tracey Oberg: Signature: Tracey Oberg Date: 4/22/19  
NHPS Dental Program Director: [Signature] Date: 4/22/19

## **EXHIBIT A**

New Haven Public Schools

School Dental Program: Smile New Haven!

**Scope of Service: Lead Registered Dental Hygienist Position**

**2019-2020**

### **The Lead Dental Hygienist will:**

- Maintain current professional CT license/s required for this position during the period of this agreement;
- As lead RDH, additional responsibilities include: Training other clinical and support staff in clinic operations, maintenance and protocols; oversight of staff compliance, oversee inventory and supplies needs and assist with evaluating staff and program quality and make recommendations for improvements;
- Perform the following clinical services: Dental cleanings, screenings, flouride treatments, sealants, organize dental staff professional retention checks, emergency assessment, and x-rays;
- Prepare and maintain your clinic equipment and supplies per protocols in the Policy & Procedure manual and document completion of tasks in daily maintenance logs;
- Prepare and implement school-wide screenings at least once a year in your assigned schools;
- When appropriate, initiate referrals of students to their dentists, or other care providers;
- Work collaboratively as a team with program and school staff, and school nurses to assess and address dental needs and support needed by enrolled students;
- Adhere to all requirements for reporting, data collection, advisory committee and other activities as directed by the Dental Program Director;
- Complete required program and service documentation , including encounter forms, daily sheets, spreadsheets and enter clinical notes in an electronic EMR thoroughly and in a timely manner;
- Provide each patient with individual oral health counseling, and provide classroom oral health education, in collaboration with program staff, to all classes in your assigned schools;
- Maintain established policies and procedures, objectives, reports, safety, environmental and infection control standards as outlined in your site's policy & procedure manual;;
- Evaluate any dental programs/groups and services conducted;
- Participate in promoting the awareness, enrollment and utilization of dental services among students, staff and families;
- Participate in all required staff meetings and school level meetings;
- Maintain inventory of necessary dental supplies, equipment and materials;
- Attend parent orientation, report card nights, and other school events to promote enrollment in the dental program;
- The Contractor agrees, at the Contractor's expense, to hold professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed;
- Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter necessary information in HealthX and spreadsheets if applicable;
- Consult with the dental Director for any clinical issues;
- Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X;
- Export dental visit data from agency EMRs per required reporting per Supervisor;
  
- All SHC staff must be certified in:
  - a. Cardiopulmonary
- The Contractor will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations. Suspected

violations must be reported, in writing, to the SHC Director within five (5) days of notification, with a plan for an investigating and correcting the issue jointly (Contractor and the SHC Director);

- The Contractor will collaborate with the SHC Director in the ongoing development and maintenance of a **Dental Policy & Procedure Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board;
- Any other duties assigned by the Program Director
- The contractor will provide the Program Director with the following documentation upon hire and submit current documentation if any items expire:
  - a. CPR certification
  - b. RDH License for CT
  - c. PPD test results (annually)
  - d. Evidence of Hepatitis B series (or signed waiver)
  - e. Evidence of annual flu shot (optional but strongly recommended)
  - f. Copy of liability insurance



**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

# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** Sue Peters  
**Re:** SHC/Dental Agreement- Ct Billing of CT  
**Meeting Date:** June 10, 2019

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**Executive Summary:** Approval is requested for an Agreement by and between the New Haven Board of Education and Medical Billing of CT (MBCT). MBCT will provide billing services for the SHC department for medical, behavioral and dental services rendered by our SHC clinicians, dental hygienists and our Dental Director and in the Lincoln-Bassett and Riverside SHCs and in our six school dental clinics.

**Amount of Agreement and the Daily, Hourly or per Session Cost: Agreement amount:**

8% of gross insurance reimbursements for services, \$2.29 per encounter claim and a one time fee of up to \$5000 to convert records from one EHR to another.

**Funding Source:** Special Funds: Medicaid Account: 2534-5408-56694

**Key Questions:**

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

SHCs and dental clinics keep our students healthy, well and in school by addressing and preventing health/behavioral issues that are common causes of school absenteeism. SHCs are a proven evidence based strategy to improve both health and learning of students and youth and prevent absenteeism for health reasons.

2. What **specific need** will this contractor address? As our grant funding continues to shrink, it is critical to maximize billing reimbursement to sustain our SHC and dental services. This vendor has helped to increase our billing revenue in 18-19 by almost one-third compared with the previous year, and this year has maximized our billing in an efficient way with less than a 5% denial rate, which is excellent. For the 19-20 school year, they have presented a cost saving strategy of eliminating a layer of billing that will save us almost \$2,000 compared with this year.

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

This contractor was selected through an RFP process last school year and has met or exceeded all evaluation, reporting, and contract requirements.

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**). This vendor is one of very few CT based billing companies that is familiar with billing regulations, policies and procedures and has extensive experience billing for all 3 types of services we provide.

5. Is this a **new or continuation service**? **If a continuation service**: a) has cost increased? If yes, by how much? b) What would an alternative contractor cost? This is a continuation service, and the cost has not increased. The previous vendor cost \$15,0000 to start, and was not effective. This vendor was the only local vendor with experience with CT billing for all three services we provide, who was affordable and could meet all our billing needs.
6. **Evidence of Effectiveness**: How will the contractor's performance be evaluated? **If a continuation service**, attach a copy of previous evaluations or archival data demonstrating effectiveness: The vendor was effective in timely billing, met or exceeded all contract deliverables and complied with all report requests, and the denial rate was less than 5%-within acceptable range. See evaluation sheet.
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A
8. Why do you believe this agreement is **fiscally sound**?  
This agreement is fiscally sound because they were the least expensive of any company we have used and of any company that responded to the RFP. They also have not increased their fees in two years, and are actually reducing our costs for the 19-20 school year by almost \$2,000.

New Haven Public Schools  
School Health Centers

**Vendor Evaluation Summary**  
**2018-2019**

Vendor Name: Medical Billing of CT

Date: May 21<sup>st</sup>, 2019

Selection Criteria: This Vendor was selected two years ago through an RFP process to provide the SHC program with billing services that includes processing all school health visit claims for Lincoln Bassett SHC and our dental program, providing monthly reports and assisting staff with any billing issues, training and coding. Based on positive annual performance evaluations, this vendor served as our vendor again in 2018-2019.

Evaluation Criteria: The vendor evaluation includes a combination of quarterly in person progress meetings with the SHC Director and staff, and timely and thorough completion of all deliverables described in the agreement and outlined below. A final annual meeting is held in May/June to discuss success and any challenges for the current year and expectations for the following year (providing all deliverables were met).

Evaluated Deliverables:

1. Process all health provider claims and submit to DSS for payment at least every 8 days:  
MBCT processed claims much more frequently than expected, about every 2 days, which helped with cash flow through the year.
2. Work with Dental staff to provide any Medicaid numbers from DSS for students without them on our screening spreadsheets within a month before screenings are performed:  
MBCT hired a designated person to assist with finding Medicaid numbers for hundreds of our students which enabled us to submit claims right after screens were completed, which increased our reimbursements significantly compared with the previous vendor.
3. Produce accurate and complete monthly provider productivity reports with claims paid, denied, and reasons for denials:  
MBCT met this deliverable, though a few months it was later than requested. After discussing this at a quarterly meeting, this improved and has been invaluable in assessing our program's progress.
4. Vendor will send Director table of payment of claims by health service received by insurer within 10 days of DSS posting:  
MBCT exceeded expectations, and sent the tables a few days after each DSS payment cycle.
5. The Vendor will provide the following support for NHPS health staff:
  - a. Technical support related to billing
  - b. Meet quarterly with SHC Director or as needed
  - c. Provide timely billing related support to providers and staff and respond to inquiries or requests within 2 business days in writingMBCT exceeded these deliverables and is always responsive to any/all requests from staff related to billing issues.
6. Challenges-Issues needing to be resolved: Improve the timeliness of the provider reports, and send invoices on a more regular basis.



**Vendor Evaluation Summary**  
**2018-2019**

*Vendor: MBCT*

7. Overall Evaluation: X-Excellent: (exceeded expectations)  
Good: (met expectations)  
Fair (below expectations)  
Poor (unsustainable productivity)



Director: SHC/Dental Program/signature

Date: 5/21/2019



Michelle Allen-MBCT/Signature

Date: 05/21/2019



MEDICAL BILLING OF CT

Service Agreement for New Haven Public Schools.

Table with 3 columns: Date (May 30, 2019), Services Performed By (MEDICAL BILLING OF CT, 35 Jem Woods Road, Oxford, CT 06478), Services Performed For (New Haven Public Schools, 54 Meadow Street, 3rd Floor, New Haven, CT 06519)

This Agreement entered into on the 30th day of May, 2019 effective, the 27th day of August, 2019, by and between the New Haven Board of Education (herein referred to as the Client) and, Medical Billing of CT located at 35 Jem Woods Road, Oxford, CT (herein referred to as MBCT).

WHEREAS, MBCT is a healthcare billing and service company which provides computerized claims, billing, and collection services to healthcare providers and which files medical insurance claims on behalf of healthcare providers with government, healthcare, commercial companies and other entities by electronic and paper means, and which also provides for billing services directly to patients or for patient's portion of healthcare provider fees not covered by insurance; and,

WHEREAS, the Client desires to retain MBCT to provide it with claims and billing services whereby MBCT will file insurance claims with government, healthcare, commercial companies and other entities by electronic and paper means on behalf of Client;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

The intent of this document is to confirm the terms of engagement of Medical Billing of CT (MBCT) to assist NHPS with the discussed Medical, Behavioral and Dental Billing Service. This Agreement will

outline the basic responsibilities and objectives for MBCT's Medical Billers during the course of this engagement.

**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:*

## Scope of Work for Medical, Behavioral and Dental Billing

MBCT shall provide the Services and Deliverable(s) as follows in a timely manner:

- I. Process all the Client's Medical, Behavioral and Dental insurance claims for payment by government, healthcare, commercial companies and other entities by either electronic or paper means when necessary. MBCT will process and submit all Clients' claims within eight (8) days by electronic means wherever possible, and by paper means otherwise when no other method is supported for billing.
- II. MBCT will bill Dental claims from Denticon and/or by using excel sheets (for dental screenings and services) to bill Medicaid DSS, other insurance carriers to follow in the future.
- III. MBCT will be relying on the accuracy of the data entered by NHPS employees, Denticon and the accuracy of the excel sheets to properly bill claims to Medicaid DSS (example: demographic info, DOB and ID's numbers).
- IV. Post the payments received from the insurance payer or funding source to the patient file via Electronic Remittance into AdvancedMD Practice Management web based Software within 8 days of receiving ERA and 15 days of receiving paper EOB's.
- V. File any secondary or tertiary claims when necessary.
- VI. MBCT will obtain Medicaid numbers and check eligibility insurance benefits when proper demographics information is provided by client, when needed for students who receive medical behavioral or dental services within 8 business days of receipt of list.
- VII. Review all Explanation of Benefits (EOB) forms and respond to all billing inquiries from the payers and patients.
- VIII. Denticon Fees: MBCT will deduct the costs for Denticon bill submission fees from their monthly invoices.
- IX. **Reports:** Produce accurate and complete monthly provider productivity and credit balance reports and advise the Client of any refunds due to payers for services billed hereunder on a timely basis.
  - A complete Report the number of claims submitted, paid and denied (with associated dollar amounts) will be provided monthly BY PROVIDER, By School and BY SERVICE rendered within ten (10) business days following last day of every month
  - MBCT will provide client with **reason for denials** within ten (10) days of reported denial for any Dental , Medical and Behavioral **and provide guidance (within 10 days of reported denial)** to clinicians and SHC Director about how to fix and will resubmit claims on behalf of client

- MBCT will provide client (Sue Peters and Laura Benevento) with a reimbursement payment table by service within 5 business days following EACH DSS payment cycle (following DSS payment 2 week schedule)
- X. With the prior consent of the Client, timely issuing refunds of overpayments in the name of the Client to payers.
  - XI. Maintain billing and collection records for Medical in AdvancedMD under Notes Section and update records.
  - XII. MBCT shall promptly notify Client of any actual or suspected overpayment paid to or received by Client and shall assist Client in reviewing such actual or suspected overpayment so that Client may comply with their obligations under federal and state laws.
  - XIII. **Support:** Primary Support and maintenance will be provided at no additional cost throughout the life of this agreement using AdvancedMD technical support and MBCT as backup support, with response provided within a four (4) hour time period Monday through Friday during regular business hours of 9:00AM – 5:00PM
    - MBCT will provide timely billing related support to NHPS providers, staff and supervisors and respond to inquiries or requests with staff within 2 business days in writing (copy Sue Peters on all communication with program staff).
    - MBCT will meet with NHPS staff at least quarterly and/or by request to review billing data and discuss issues, plans etc. to maximize billing revenue.
    - MBCT will provide ongoing assistance with obtaining HUSKY identification numbers for students using our communication protocol and spreadsheets prior to screens, and correct any identified names/numbers on the spreadsheets..
  - XIV. NHPS owns all student and billing claim data. MBCT will transfer all data to NHPS per arrangement with NHPS IT and MBCT upon request of Client and/or within 15 business days of termination of contract between MBCT and NHPS.

## Client Responsibilities for Medical and Dental

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- I. Client agrees to make available to MBCT all information necessary to properly process the Client's claims and to submit all such billing and insurance information to MBCT for proper billing.. MBCT will solely rely on accurate information coming from clients AdvancedMD EHR software.
- II. Client acknowledges that MBCT will rely on proper name and DOB for claims submission
- III. Client understands that MBCT will have no authority over client's AdvancedMD software.
- IV. Client will pay for all fees associated with Denticon software, and pass the usage fees to MBCT monthly to be deducted from MBCT invoices
- V. Client understands that MBCT will NOT provide insurance pre-authorizations.
- VI. Client warrants and represents that all such claims and billing information is entirely accurate and truthful to the best of their knowledge coming over from AdvancedMD EHR software & Denticon and or other third party software. If any investigation is initiated or if any action is

brought by any individual, company, or entity whatsoever regarding any of the claims filed by MBCT on behalf of Client, then Client agrees to cooperate fully in any such investigation or action and shall provide all relevant supporting documentation to support the claim(s) filed.

- VII. Client will need one-point person to work with MBCT for the data entry work to be entered into the AdvancedMD practice management software, such as new patient’s demographics info, insurance cards, and daily charge out using a superbill format, online charge entry or iPad entry into the billing system. Other responsibilities include scheduling patients, collecting copay, and handling check-in and check-out procedures.

## Negotiated Client Rate for Billing Services

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Client will pay MBCT 8% of the total (gross) amount collected with a minimum of one thousand dollars (\$1000.00) from all funding streams with which the Provider/ Client is credentialed within or out of network on a monthly basis. The Client agrees to provide copies of all Explanation of Benefits (EOB) forms received from insurance payers to MBCT as well as records of payments received directly from patients.

*(Example: MBCT bills out \$130 claim to Anthem, Anthem in returns pays \$95.00 for the claim, MBCT will bill 8% on the \$95.00 and invoice for \$7.60 for that claim).*

## Client Rate for AdvancedMD EHR\PM

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<b><i>Summary of fees for NHPS and schedule of payments</i></b>	<b><i>Payment Due Date:</i></b>
\$2.29 per encounter for AdvancedMD EHR\PM	Due within 45 business days of invoice received
8% of gross amount of payments collected from claims	Due within 45 business days of invoice received
A onetime cost of up to \$5000.00 conversion fee to extract Practice fusion EHR to AdvancedMD EHR	Due within 45 business days of invoice received

## AdvancedMD PM and EHR Software is included

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<ul style="list-style-type: none"> <li>✓ Practice Management web based</li> <li>✓ Scheduler View &amp; Control in One Pain of Glass</li> <li>✓ Flexible &amp; customizable documentation</li> <li>Advanced Reporting with practice's financial health</li> <li>✓ Practice on the go with iPad &amp; iPhone</li> <li>✓ 99% uptime</li> </ul>	<ul style="list-style-type: none"> <li>✓ Advanced Billing /Capture Charges anytime anywhere</li> <li>✓ Built in Clearing House/EDI</li> <li>✓ Free automatic Software updates included.</li> <li>✓ Backed up and secure with military-grade encryption</li> <li>✓ Ongoing support with response within two-hours from time of request</li> </ul>
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“Billable Encounter” means a unique visit number in the Hosted Programs or the Third Party Services for which charges are posted during the billing month, but excluding visit numbers (i) created by the system (with a charge code typically beginning with “#”) and (ii) for which all charges are voided during the billing month, and for which a claim has not been sent to a payor. Encounter overages are \$2.29 per encounter

MBCT will close its books for billing purposes on the last day of each month. Prior to monthly billing, a review will be held between Client and MBCT to ensure that all obligations related to the billing have occurred.

MBCT will bill the Client for its services on the fifth (5<sup>th</sup>) business day of each succeeding month for the previous month's processing. The Client will pay MBCT for its services within forty-five (45) days of receipt of MBCT's invoice. If the Client fails to submit payment within forty-five (45) days of receipt of an undisputed invoice, the Client will pay an additional three (3) percent per month late charge for each month or any portion thereof payment. If payment is not received within forty-five (45) days, MBCT will advise CLIENT in writing of its intent to stop all billing services to all insurance carriers within thirty (30) days until payment is received.

## Confidentiality

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All patient information and data provided by the Client to MBCT shall be kept confidential and shall not be disclosed to anyone outside of MBCT other than to the extent necessary for MBCT to process and submit claims for the Client. In addition, the Client will not divulge the contents, terms or conditions of this Service Agreement (SA) to any third party without the express written consent of MBCT.

Invoices shall be submitted monthly in arrears, referencing this Client's SA to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice.

MBCT agrees, and shall cause its employees, agents and contractors to agree, that the services they render hereunder shall be rendered in compliance with all applicable laws relating to the confidentiality and security of patient information, including and without limitation, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and any current and future regulations promulgated thereunder, as amended from time to time. MBCT shall not access, use or disclose protected health information (as that term is defined by HIPAA) except as set forth in that certain Business Associate Addendum entered into between the parties.

## Reporting within AdvancedMD

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MBCT shall provide CLIENT management with reports regarding the practices A/R Health. There are more than 150 standard reports, and custom reports available for an additional charge. MBCT gives the Client details and visibility they need to effectively manage the business side of their medical practice.

See monthly reports request in first section

## Errors and Omissions

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It is recognized by the Client that errors in processing claims may occur, resulting in the disallowance of claims and/or demands that the Client return funds paid to them by a payer. The disallowance of claims and/or demands for return of funds paid may be the result of human error, whether by the Client or MBCT, but may also be the product of existing ambiguities in the laws and regulations regarding the appropriate manner of processing claims and/or eligibility for reimbursement for various types of services.

MBCT will take commercially reasonable and appropriate measures, at its sole cost and expense, to promptly correct any error to the extent such error results from an act or omission of MBCT or its agents, employees or contractors.

The Client will indemnify, defend, and hold MBCT harmless for any and all disallowance of claims, and any and all demands, claims, suits, actions or judgments for return of funds arising out of the provision of incorrect or incomplete information provided by Client to MBCT.

MBCT agrees to indemnify, defend, and hold harmless Client and its officers, governing body, employees, agents, and contractors from any and all loss, liability, damage, cost, and expense, including and without limitation civil monetary penalties, monetary settlements, fines, damages as a result of attorney general enforcement, and attorneys' fees resulting or arising from: (i) the return of reimbursements to payers due to an error or mistake by MBCT or any of its agents, employees or contractors; (ii) violation of any applicable law by MBCT or any of its agents, employees or contractors, including but not limited to HIPAA, state data privacy laws and Medicaid reimbursement laws, regulations, rules, bulletins and

guidelines; or (iii) the use or disclosure of any reimbursement information provided to MBCT by Client not consistent with applicable law or regulation or this Agreement.

It is further agreed by the parties that in the event that the Client is required to return funds due to inaccurate information provided by Client to MBCT, any portion of those amounts that were paid to MBCT as compensation for MBCT's provision of services under this Agreement will be non-refundable.

## Representations and Warranties

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MBCT acknowledges that Client is relying on these representations and warranties as essential elements to this agreement, representing as they do, material inducements, without which Client would not have entered into this Agreement.

(a) General Services Warranty. MBCT warrants that all services provided shall conform to the level of quality performed by experts regularly rendering this type of service.

(b) Qualifications. MBCT warrants all employees, agents, and subcontractors engaged to provide items or services under this agreement (collectively "Personnel") possess and will maintain all the skills, experience, and qualifications necessary to provide the services contemplated by this agreement, including any required training or certification.

(c) Good Standing. MBCT warrants that MBCT is a legally organized entity in good standing under the laws of the state of its organization and, where required, in good standing under the laws of the State of Connecticut.

• (d) Non-infringement. MBCT warrants that the MBCT's services and/or Client's use of products, processes, techniques and methodologies provided by MBCT or developed by MBCT shall not infringe upon the copyright, patent, or other proprietary rights of others.

(e) Not Excluded. MBCT warrants that neither MBCT, nor, to the best of MBCT's knowledge, Client, is excluded from participating in the Medicare or Medicaid program nor currently debarred or suspended or listed on the General Services Administration's ("GSA") List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with Executive Orders 12549 and 12689, "Department and Suspension". MBCT shall immediately notify Client if it becomes debarred or suspended during the term of this agreement. MBCT further represents that no adverse action by the federal government that will or may result in exclusions from a federal health care program has occurred or is pending or threatened against MBCT or its affiliates, or to the best of its knowledge, against any Personnel. MBCT agrees that it shall not perform any act that shall cause MBCT to be



excluded from a federal health care program or debarred, suspended or listed in the GSA's List of Parties Excluded from Federal Procurement or Non-Procurement Programs during the term of this Agreement.

(f) Compliance with the Laws. MBCT and its Personnel shall perform its/their duties, obligations, and responsibilities under this agreement in compliance with all applicable laws, regulations and regulatory guidelines, including and without limitation, Medicare and Medicaid rules and regulations.

## MISCELLANEOUS TERMS

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- During the term of this Service Agreement, the Client will not use the services of any other claims processing companies and will allow MBCT to process all of the Client's medical insurance claims from all funding streams at all of its locations for a one (1) year commitment.
- MBCT will be serving as a conduit of information and claims data between Client and many insurance payers, both government and commercial. Client will be providing all such claims information and data to MBCT, including but not limited to procedure codes, identifying the exact procedures Client has performed on patients. Client verifies that all such procedures were in fact performed on the patients as specified. MBCT has no authority to and will not change any of these procedure codes without the express permission and direction of Client.
- This Service Agreement shall be interpreted under the laws of the State of Connecticut and any disputes between the parties concerning the validity, interpretation or performance of any of the terms or provisions of this Service Agreement or of any rights or obligations of the parties hereto shall be resolved in Connecticut. If MBCT discovers evidence of misconduct by CLIENT relating to billing, MBCT may refrain from submitting questionable claims and notify CLIENT of its determination in writing. If MBCT discovers credible evidence of CLIENT's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct by CLIENT, MBCT may (i) refrain from submitting any claims MBCT determines to be false or inappropriate, (ii) terminate this Agreement, without penalty, immediately on written notice, and/or (iii) report the misconduct to appropriate State and/or Federal authorities.
- This Service Agreement and any attached Appendix represent the entire agreement between the parties and shall not be modified unless done so in writing signed by or on behalf of both parties.
- Access to Records. If Section 952 of the Medicare and Medicaid Amendments of 1980, 42 U.S.C. § 1395x(v)(1)(I), is applicable to this agreement, then MBCT shall make available upon written request by the Secretary, U.S. Department of Health and Human Services (the "Secretary") or upon request by the Comptroller General, or any of their duly authorized representatives, this agreement and all books, documents and records of the MBCT that are necessary to certify the nature and extent of the costs incurred by the Client with respect to the services furnished under this agreement.

- Audits. MBCT agrees that in the event that the Client is audited by federal or state authorities or a third party payer with respect to compliance with Medicare or Medicaid reimbursement, billing and/or collection laws or practices, or regulations and policies applicable to billing and collection services provided during the term of this agreement, or any claim of overbilling or other impropriety is asserted with respect thereto, MBCT shall provide such services, information and documentation as the Client may reasonably request in connection with such audit or claim (and any appeal therefrom).
- Obligation after Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this agreement, both parties shall cooperate in the final reconciliation of fees owed hereunder, which shall be calculated by MBCT no less than six (6) months after termination of this agreement. In addition, upon termination of this agreement, and upon request by the Client, MBCT shall turn over to the Client on electronic media or in such other format as Client shall request, all of Client's data, records and information in MBCT's possession.
- **APPROVAL:** This Agreement must be approved by the New Haven Board of Education prior to service start date. Contractors may begin service no sooner than the day after Board of Education approval.
- **TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to MBCT by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to MBCT for all services rendered by MBCT 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.
- **Fiscal support** for this Agreement shall be by Medicaid Account- SHC Program of the New Haven Board of Education, **Account Number:** 2534 - 5408 – 56694
- This agreement shall remain in effect from August 27<sup>th</sup>, 2019 to June 30, 2020.

**HOLD HARMLESS:** MBCT 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 MBCT or its employees or agents. Further, MBCT 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 MBCT's breach of this agreement or based upon the conduct of MBCT, or its agents or its employees or arising out of in connection with their activities under this agreement.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the 24th day of June 2019 but effective August 27, 2019.

**MEDICAL BILLING OF CT**

  
Contractor Signature

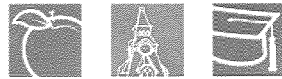
05/30/2019  
Date

Michael Allen COO  
Contractor Name Printed or Typed

**NEW HAVEN BOARD OF EDUCATION**

\_\_\_\_\_  
Darnell Goldson, President

\_\_\_\_\_  
Date



NEW HAVEN PUBLIC SCHOOLS

## MEMORANDUM

**To:** Finance and Operations Committee  
**From:** Dr. Paul Whyte, Assistant Superintendent for Instructional Leadership  
**Re:** Elm City Montessori School  
**Meeting Date:** June 17, 2019

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### Executive Summary:

Approval is requested for the annual Memorandum of Understanding by and between the New Haven Board of Education and Elm City Montessori, Inc. to ensure efficient day-to-day operations and learning environment.

The Agreement tracks the prior annual agreements and remains consistent with the underlying provisions originally approved by the Board of Education when the Local Charter School was accepted. The Agreement continues to fulfill the statutory required fiscal support through both in-kind and itemized budget expenditures which will be monitored throughout the fiscal year through a collaborative review of expenditures and true ups on a regular basis. Oversight of the academic programming and operations of the schools will continue to be performed by Central Office staff who will engage in review of student level data and assessments and regular evaluations of the school programming.

**Amount not to exceed:** \$1,146,062 subject to quarterly true-up

**Funding Source:** 2019-2020 Operating Budget, Acct. #190-40000-56694

### Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals:**  
Elm City Montessori ensures that within the District's Portfolio of Schools there is Montessori option and a local-charter school consistent with the prior approval of the Board of Education.
- 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?**  
Elm City Montessori should demonstrate that they are efficiently using district resources to provide a unique learning environment not available in other schools. Central Office data review of student level assessments and regular evaluations of the academic and fiscal programming will be undertaken at regular intervals per the agreement.
- 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.**  
Elm City Montessori, Inc. has been selected by the Board of Education to manage the first and only local-charter in the state. Allowing them flexibility over the management of a part of their state allocated resources will overtime be more cost-efficient and sustainable for the district.

Draft of MOU is attached and will be finalized upon approval

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF NEW HAVEN BOARD OF EDUCATION  
AND  
ELM CITY MONTESSORI SCHOOL, INC  
FOR  
THE OPERATION OF ELM CITY MONTESSORI SCHOOL**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, effective the 1<sup>st</sup> day of July, 2019 by and between the City of New Haven Board of Education (hereinafter referred to as the "Board"), and Elm City Montessori School, Inc., (hereinafter referred to as the "Partner"), concerning Elm City Montessori School, located at 495 Blake St, New Haven (hereinafter referred to as the "School").

**WITNESSETH THAT:**

**WHEREAS**, in 2013 the Board approved the local charter application for the School; and

**WHEREAS**, in 2013 the State Department of Education approved the local charter application; and

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

**DEFINITIONS**

School Certified Professionals: For the 2019-20 Academic Year, this includes ten (10) state-certified classroom teachers, one (1) state-certified Social Worker and one (1) state-certified Instructional Coach, one (1) state-certified Magnet Resource Teacher and the school's state-certified principal.

Extended Year Operations: For the 2019-20 Academic Year, the Partner's school year will run August 21, 2019 to June 22, 2020, pending snow days.

**SECTION 1: ENGAGEMENT**

101. The Board hereby engages the Partner, as a local charter operator, and the Partner hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

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

103. The Board hereby authorizes signature authority to the Superintendent of Schools of all necessary and relevant documents required to execute the services described under this Agreement and so forth.

104. The person responsible for coordinating the services to be performed by the Partner shall be the President of the Elm City Montessori School Board of Trustees or such other qualified person as is designated in writing by the Partner and accepted by the Board.

105. The Partner shall not subcontract any of the professional services to be performed by it under this Agreement, absent approval by the Superintendent of Schools. Such approval shall not be unreasonably withheld or delayed.

## **SECTION 2: SCOPE OF SERVICES**

201. The Partner shall operate Elm City Montessori School, a local charter school to be located at 495 Blake St, New Haven, CT. This operation will include but not be limited to the following tasks:

- a. The Partner shall operate the school, including educating students, employing the staff, determining leadership and general school operations. The success of the program will be evaluated according to the performance standards described in Appendix 1. The Partner shall be responsible for pursuing those performance results, and the District shall be responsible for supporting the Partner.
- b. To monitor the performance of students each year, and within each year, the Partner shall, with the assistance and support of the District, administer appropriate assessments to track student performance, and supply the results of those assessments to the Board. Such assessments will run on a schedule similar to that employed by other New Haven Public Schools with the goal of producing assessments in the fall, winter and spring to the District Administrator. The specific timetable and assessments will be reviewed and agreed upon with the Partner and District Administrator.
- c. The Partner shall ensure that Elm City Montessori School meets State requirements in English/Language Arts, Math, Science, Social Studies, and Computer Literacy.
- d. The Partner shall, in coordination with the Board of Education, ensure that Elm City Montessori School addresses all necessary requirements of the special education students' Individualized Education Programs (hereinafter "IEP"). The Board shall employ specialists such as social workers, psychologists, guidance counselors and others as needed to coordinate with Elm City Montessori School staff to meet the legal and regulatory requirements of the Individuals with Disabilities Education Act in addition to all other federal, state and local laws and regulations. Students in the Special Education component shall adhere to their IEP as developed by the District. The IEP is subject to regular review in order to assure that the changing needs of the students are continually met. The District shall be responsible for the three year evaluations. IEP teams, which facilitate the screening, assessment, placement, and monitoring of

all placed students, will consist of representatives from both the District and the School. The Partner shall work with the District to ensure that all related services required by the students are available.

- e. The Partner and the School may use any appropriate system of record used by the district, including the district's Student Information Systems (e.g. PowerSchool) and Learning Management Systems (e.g. SchoolNet). The District shall provide support, access and training to systems of record as needed.
- f. The Partner shall collaborate with the Board and its designees with respect to the physical property and in-kind services and supports under this Agreement. Where applicable the Partner will follow all protocols and policies with regard to procurement, budget, permits, work approvals, technology utilization and all other related operations in order to ensure compliance and efficiency as well as full advance notice, collaboration and communication on operations of the building and School.

202. The Board shall maintain the School staff on payroll and shall provide, at no cost to the Partner, the services and benefits enumerated in Paragraph 506, *infra*.

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

204. All reports and documents for the PSIS, strategic school profile, ED001C, and federal magnet grant prepared by the Partner under this Agreement (those typically provided by similar schools to the State Board of Education or Federal Department of Education) shall be submitted to the Board within 30 days of submission to appropriate state or federal agencies. The Board shall review and respond to materials submitted by the Partner within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof or reasonably requires additional material in order to properly review the submission, the Partner shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval. A list with examples of such reports and documents is provided in Appendix 2, which is not intended to be a comprehensive list.

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

206. All School Certified Professionals (lead classroom teachers, Social Worker, Instructional Coach and Principal) employed by the Partner shall be members of the same collective bargaining group, and subject to the same collective bargaining agreement, as other

New Haven Public Schools professionals, pursuant to C.G.S. Sec. 10-66dd(b)(4). The Partner and the Board will work with other bargaining units as deemed appropriate by the District concerning other school staff.

207. School Calendar - The parties agree that the Partner's scholastic session will have at least one hundred and eighty two (182) days of instruction per year, and that each instructional day will be at least six and one half hours in length, including intermissions and recesses, on days when District schools have a full schedule. The Partner shall offer a full day educational and social program, at least as long as the full school day allowed by the Staffing Flexibility agreement created for the school. The parties agree that the Partner's major holidays and school vacations will coincide with the District's, and the Partner will be responsible for increased costs associated with Extended Year Operations. The 2019-2020 school start date and end date for students will coincide with the District's start and end dates. The Partner's school year will also include the following adjustments to the District calendar: full professional development days with teachers (no students) August 21<sup>st</sup> until the first day of school and November 1<sup>st</sup>; full days for students and teachers on November 5<sup>th</sup> (election day).

208. Parental Involvement - The parties agree that parents are partners with educators in their children's education and should be encouraged to actively participate in creating and implementing educational programs for their children. To this end, the Partner shall make provision for parental access to the written records of their children, to State and District Assessments, and to teaching materials. The Partner agrees that parents shall be included on the Elm City Montessori School Board of Trustees. Through a systematic program of parental contact and training, the Partner and the School shall keep parents fully informed regarding the school activities of their children.

209. School Choice Placement Process and Admission– In determining student admissions, the Partner shall use and be part of the NHPS student placement process. The Partner and the Board must agree on the number of available seats in each grade for both New Haven and Open Choice seats before communicating enrollment plans to ACES or the State. The Partner shall have ongoing access to information about student applications through NHPS's online admissions database. Immediately following the placement process, the Partner shall be responsible for communication to families of students who gain admission to the school.

210. Student Admission and Enrollment Information Sharing – NHPS will provide the Partner access to the District's admission database for those students accepted to the School. The Partner will receive access to the names and contact information for student's selected to the School through the NHPS placement process. The Partner will have the same access level to their admission list as all schools in the District. The District shall have primary responsibility for registering admitted students; upon registration the District will provide the Partner with a final list of students enrolled and all necessary paperwork to the Partner. The Partner shall notify the District of withdrawals within three business days for purposes of transportation and record keeping. The Partner will direct parents to the District to make changes of address. The Board shall make available to Partner aggregate data regarding students who applied but did not gain admission to the school, for the purposes of research and comparison, on an ongoing basis throughout the duration of time that such students are enrolled in NHPS schools. Such data sharing shall not conflict with current FERPA and other state and federal laws, and



identifying information shall be removed from the records as necessary in order to remain compliant with all such provisions.

211. Enrollment Adjustments – The Partner will submit proposed changes in total enrollment numbers to its assigned NHPS Director in advance of submitting revisions to the State Department of Education.

212. Professional Development – The Partner’s personnel may, but shall not be required to, participate in professional development opportunities offered by the Board.

### **SECTION 3: INFORMATION TO BE FURNISHED TO THE PARTNER**

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

302. The Board will provide to the Partner drafts of any marketing materials using the Partner’s name or image, which includes brochures, booklets and flyers. The Partner will review, edit and approve the document within a reasonable period of time as to not delay the printing and distribution. The Partner is responsible for all media releases required.

### **SECTION 4: TIME OF PERFORMANCE**

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

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall expire on June 30, 2020. The Board shall review the Agreement on a yearly basis and has the option of renewal. It is the expectation of the parties that the agreement will be renewed at least for as long as the local charter has been granted and funding is available to continue the program with fidelity.

### **SECTION 5: CONSIDERATION**

501. The Partner enters this agreement in consideration of the opportunity to direct and manage a local charter school. The Board of Trustees of the School is ultimately responsible for all strategic, management, and operational decisions.

502. The Board shall provide funding for the School as outlined in the Elm City Montessori School funding model approved by the Superintendent of Schools, the Partner and the State Department of Education.

503. Notwithstanding the provisions of Paragraphs 505 and 506, *infra*, payments to the Partner under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Partner. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work, and the reimbursement. Payments of federal magnet funding, State funding and Open Choice funding will be disbursed upon receipt of all required documents and within the time frame of the District's Business Office. The Partner will follow the fiscal policy and procedures of the District for a minimum period of one (1) year or until both parties agree the Partner has established accounting practices required to manage federal magnet, state and other funding as applicable. Notwithstanding the provisions of Paragraphs 505 and 506, *infra*, payments to the Partner under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Partner. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work. Payments of federal magnet funding, State funding will be credited to the school's budget upon receipt of all required documents and within the time frame of the District's Office of Finance. The District will make four (4) payments to the Partner to cover non-NHPS payroll and other operational expenses that are not processed through the NHPS accounts payable system. These payments will be made in July, September, January and April. In addition, the District may disburse funds to pay for core classroom staff not on district payroll at levels outlined in the original funding model (see Appendix 3). Notwithstanding this funding basis, the Partner is required to provide a Financial Reconciliation of the use of funds, including copies of invoices or agreements that will be paid with these funds, monthly statements from vendors paid with these funds, and any year-end reports or official audits conducted by or of the Partner.

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

505. The Board shall make direct payments of salaries, and be responsible for relevant insurance/fringe benefits, associated with the Partner's personnel as described in the Elm City Montessori School funding model described *supra*. The Board shall adjust such payments each year to account for levels of student enrollment that differ from the projections included in the aforementioned funding model. The Board shall review the School enrollment, funding streams and other fiscal assumptions on a quarterly basis and the Board shall adjust its funding and in-kind supports in the event that the enrollment changes.

506. The Board shall provide the following "in-kind" services/personnel at no cost to the Partner: (i) professional services encompassing cleaning, nursing (2 days per week), security, special education, social work, IT support, and payroll at levels consistent with the District's practices and requirements to maintain ordinary school operations and which meet the legal and regulatory requirements of the Individuals with Disabilities Education Act in addition to all other federal, state and local laws and regulations, (ii) full student meal subsidies, as determined by student eligibility and enrollment in free/reduced lunch programs, and (iii) student transportation for eligible students in Kindergarten and above consistent with the District's practices and requirements. Any transportation needs above those outlined in this section are at a cost incurred by the Partner.

507. The Partner may make renovations and non-permanent enhancements to the School facility by submitting requests through the Facilities Office through the work order system. The Facilities Office will work with the Partner to outline a timeline and coordinate all work.

508. The Partner is responsible for major facility renovation costs. The Partner is subject to, and must adhere to, relevant NHPS contract agreements.

509. The Partner shall meet with the Board fiscal managers and District Administrator on at least a quarterly basis to review actual expenditures in order to determine the appropriate installment payments defined herein as well as appropriate in-kind and other fiscal supports.

## **SECTION 6: INSURANCE**

601. The Partner, shall, in addition, carry public liability insurance including motor vehicle coverage for all operations it performs under this Agreement with a limit of not less than One Million Dollars (\$1,000,000.00) covering personal injury and property damage. The Board shall be named both certificate holder and additional insured on such policy. The certificate shall specifically reference this Agreement, and provide the Board with 30 days notice of cancellation. The Partner shall furnish the Board with a certificate of insurance evidencing that it has complied with the obligations under this section of the Agreement. The Partner shall be solely responsible for the payment of all premiums required under Section 6.

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

## **SECTION 7: TERMS AND CONDITIONS**

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

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

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

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

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

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

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

708. The Board may, from time to time, request changes in the scope of services of the Partner to be performed hereunder. Such changes, including any increase or decrease in funding amounts described in Section 5, *supra* (notwithstanding adjustments made on the basis of enrollment differences as described in Paragraph 505), which are mutually agreed upon by and between the Board, the Partner and the State Department of Education, shall be incorporated in written amendments executed by both parties to this Agreement.

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

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

**Partner:** Mira Debs  
President, Board of Trustees  
Elm City Montessori School, Inc.  
495 Blake Street  
New Haven, CT 06515

**Board:** Dr. Carol Birks  
Superintendent of Schools  
New Haven Board of Education  
54 Meadow Street  
New Haven, CT 06519

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

**WITNESS:**

**NEW HAVEN BOARD OF EDUCATION**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

**Darnell Goldson  
Board President**

**WITNESS:**

**Elm City Montessori School, Inc.**

\_\_\_\_\_

**BY:**

\_\_\_\_\_

**Duly Authorized**

## APPENDIX 1

### PERFORMANCE AGREEMENT

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

1. Frequency of Review:
  - a. Performance Review: The Partner will evaluate the comprehensive performance of the School twice a year – once at the end of July or early August (i.e. Review of end of year outcomes, and proposed targets/outcomes for the next year), and once in January or February (midyear check in). Those program evaluations will focus on the performance outcomes described below, operational and compliance issues, and the quality of coordination. An annual report will be shared with the Board by September.
2. Student Performance Outcomes: Annually, the Partner shall provide the Board evidence that students in Elm City Montessori School will have made substantial progress in social behavior and academic learning, preparing them for success in college, career, and life. Those performance outcomes will be measured according to metrics that include, but are not limited to, the following:
  - a. Student engagement, academic performance, and academic progress
    - i. Student portfolios, student projects, teacher developed assessments, school developed assessments, and mastery of subject matter based on Montessori performance standards.
    - ii. Performance on state assessments, including the new SPI indicators.
    - iii. Overall student average daily attendance.
    - iv. Responses to the statement, “Overall, I feel good about this school”, on the New Haven Learning Environment Survey (for children age 6 and above).
3. Operational, Fiscal, and Compliance Performance:
  - a. Elm City Montessori School shall manage the School in accordance, and ensure compliance, with all applicable Federal and State laws and regulations, including Special Education, English Language Learning, and State Testing requirements;
  - b. For issues regarding the health and safety of students, including the reporting of violence and abuse to appropriate authorities, Elm City Montessori School is responsible for reporting and responding, but will notify NHPS of all serious incidents.

- c. The Partner shall provide evidence of fiscal stewardship and financial health by providing information on financial transactions not on the Board's financial system, and providing copies of any audits, form 990s, or any other report with financial information.

4. Sharing of Information and Resources:

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

5. Presentation the Board: Annually, the Partner shall present to the Board on items 2, 3, and 4 above at a public meeting by September 1<sup>st</sup>.

## **APPENDIX 2**

EXAMPLES OF REPORTS AND DOCUMENTS PARTNER WILL PROVIDE TO NHPS BEFORE SUBMISSION TO STATE BOARD OF EDUCATION FEDERAL DEPARTMENT OF EDUCATION

1. October 1 Final Enrollment
2. Projected Enrollment
3. Strategic School Profile
4. ED001C Financial Report (if filed)
5. Form 990



### **APPENDIX 3**

For the 2019-20 Academic Year, NHPS will disburse \$1,146,062 (subject to quarterly true-up as defined in Section 509) to the Partner to cover the cost of core staff and operational expenses. These payments will be made in four (4) disbursements on July 15th, September 15th, January 15th and April 15<sup>th</sup> and will be partly funded through Open Choice funds generated by the students at the school.



NEW HAVEN PUBLIC SCHOOLS

# Memorandum

**To:** Finance and Operations Committee  
**From:** Kevin Moriarty, IT Manager  
**Re:** Finance and Operations Agenda Item Request/Approval  
19-20 Schoolnet Agreement  
**Meeting Date:** June 17, 2019

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## Executive Summary:

Approval is requested for a Fourth Option to Renew 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. This will be the last of four (4) options to renew.

**Effective Dates:** July 1, 2019 to June 30, 2020

**Total Cost of Project is an amount not to exceed: \$89,800.**

**Funding Source:** 2019-2020 Operating Budget – Assessment Department  
Account #: **190-41900-56694**

## 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 holds 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.

See new quote attached. New Agreement will be drafted upon approval.

QUOTE DATE: 05/30/19

**FROM:** Laura Cain – [laura.cain@Pearson.com](mailto:laura.cain@Pearson.com)  
District Assessment Sales Director - East  
260-705-3157  
Pearson, Attn: Jeanna Otto, MS B044  
2510 N Dodge Street  
Iowa City, IA 52245  
Fax: 319.449.3009

**TO:** New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519

### Renewal Quote for Products and Services

**Term:** Option 1: July1- Dec. 31, 2019  
Option 2: July 1, 2019-June 30, 2020

**District Enrollment: 21,600**

#### Software Licensing Options

Schoolnet IMS Subscription Licenses	Option 1 July 1- Dec. 31, 2019	\$32,400.00
	Option 2 July 1, 2019- June 30, 2020	\$64,800.00

#### Item Bank use

Pearson Item Bank	\$10,250.00	No charge
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#### Schoolnet Annual Client Service

Annual Schoolnet Support	Option 1	\$12,500.00
	Option 2	\$25,000.00

6 Month Solution	Total:	<b>\$44,900.00</b>
12 Month Solution		<b>\$89,800.00</b>

Please e-mail your purchase order to: [laura.cain@pearson.com](mailto:laura.cain@pearson.com)

Please note our new mailing address:

Pearson  
Attn: Jeanna Otto, MS B044  
2510 N Dodge Street  
Iowa City, IA 52245  
Fax: 319.449.3009



**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



## MEMORANDUM

**To:** Finance and Operations Committee

**From:** Kevin Moriarty, IT Manager

**Meeting Date:** June 17, 2019

**Re:** F&O Agenda Item Request/Approval RFP#2020-05-1286 f  
or ERATE Consulting Services

### **Executive Summary:**

Approval is requested for an Agreement between the New Haven Board of Education and ERATE Online LLC. 200 Boston Post Road, Orange, CT to provide ERATE Consulting services to New Haven Public Schools from July 1, 2019 to June 30, 2020. This RFP includes 4 options to renew at Board's discretion.

**Effective Dates:** July 1, 2019 to June 30, 2020

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

Total Cost of Project is **\$40,000**.

**Funding Source:** 2019-2020 Operating Budget – Data Processing  
Account #: 190-47200-56694

### **Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals:**  
ERATE Consulting services are essential to provide funding for infrastructure technology projects. Technology projects that enable the District to deliver high-speed internet access to all students and faculty for a fraction of the cost.
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?**  
ERATE Online has provided this service to NHPS for the last 9 years. We are very pleased with their performance. We meet face to face every month and discuss plans up and coming projects. ERATE Online keeps us on track, on schedule and within budget every year.
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.**  
ERATE Online was selected as the winner of RFP#2020-05-1286 based on the excellent past performance, competitive pricing and the merits of their proposal. This renewal reflects a decrease of \$14,000 from previous year.



## Proposal

# NEW HAVEN PUBLIC SCHOOLS

## E-RATE CONSULTING SERVICES RFP # 2020-05-1286

Prepared For:  
**The City of New Haven**  
**New Haven Public Schools**  
The Bureau of Purchases  
200 Orange Street, Room 301  
New Haven, Connecticut 06510

c/o Mr. Michael V. Fumiatti  
Purchasing Agent

May 23, 2019



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## Section A – Statement of Qualifications

Each solicitation response shall include a Statement of Qualifications in the format provided in this Solicitation upon stationary of the responding entity. All questions must be answered and the data given must be clear and comprehensive.

Name of Vendor/Contractor:

E-RATE ONLINE, LLC

Permanent main office address:

200 Boston Post Road  
Orange, CT 06477

Contact Information: *Phone, Fax, E-mail*

Mary Jo Sagnella  
*Director of Operations*  
P: 203.445.9577  
F: 203.445.0456  
E: [msagnella@erateportal.com](mailto:msagnella@erateportal.com)

E-RATE ONLINE, LLC (ERO) is a K-12 education consulting firm who specializes in comprehensive application filing, reimbursement tracking and reporting services for schools and libraries who participate in the federal reimbursement program called the "E-Rate". Our services began in 1996 under the moniker "*Cornett Consultants Group*" and at the time, we were one of the first companies in the nation providing comprehensive E-Rate management services. Since then, we have secured hundreds of millions of E-Rate dollars for our portfolio of clients which spans from Maine to California. The base of our business remains here in Connecticut where we currently serve **over one hundred** schools, school districts, charter schools and library accounts.

ERO's primary business is E-Rate program management and our mission is two-fold: to simplify the complex E-Rate funding process and to deliver the maximum benefit possible on behalf of our clients. Clients think of us as their "virtual" E-Rate department, with expert staff and resources available as if we were part of your in-house staff. Our proprietary system, developed from over a decade of filing forms, makes the process as simple as possible. Requirements, compliance, applications, tracking, assessment; we attend to every detail, meet every deadline and file every form, all to ensure that New Haven gets the largest reimbursement possible.



# E-RATE ONLINE

Our experience, methodical approach and the overall quality of our customer service is what sets us apart from our competition. We are confident that we will continue to meet and exceed your expectations in managing the New Haven Public School's E-Rate program.

## Section B – General Requirements

This project will address the need of the New Haven Public School (NHPS) system to select a consultancy firm to coordinate and manage the ERATE program for the district. The term of the contract will be for 1 year (July 1, 2019 – June 30, 2020) with the option to renew 4 times. Interested vendors must respond to the requirements of this RFP and provide a price quote for 1 year of service and 4 separate renewals. The winning vendor will be paid in 2 equal installments during the budget year.

E-RATE ONLINE, LLC (ERO) has reviewed the City of New Haven's (District) Request for Proposal and understands its intent to select a consultancy firm to provide services to manage the E-Rate program for the school district. Based on our team's review of RFP #2020-05-1286, as well as our familiarity with the scope of services the District is requesting, ERO submits the following detailed description of our proposed E-Rate consulting services.

1. Assist with preparation of district technology plan. Assist with pushing plan through CT state Education department for state approval and coordinating submission of plan through SLD as needed.

**Acknowledged.** ERO will provide assistance with the preparation of the District's technology plan as needed. At this time, the technology plan is not a required E-Rate element, nor is an approval through the State required. With **over one hundred** Connecticut accounts, ERO works on a regular basis with the Connecticut's Regional Education Service Centers (RESC's), as well as with state officials.

2. Support the NHPS in all phases of the ERATE application and monitoring process.

**Acknowledged.** The E-Rate program can be divided into three distinct phases: the Application Phase, the Audit Phase and the Reimbursement Phase. Since the program runs on a cyclical basis, at any point in time applicants are working on at least two and sometimes three funding years. ERO's management system was created with the intent to simplify E-Rate complexity and maximize our client's return. The following is an outline of our start-to-finish E-Rate consulting services:

### **Program Review:**

Every project is different and tailored to meet our clients' specific needs. Our goal is to implement a funding strategy on behalf of each client that takes full advantage of the E-Rate program. A thorough review of the District's past E-Rate history will be performed prior to any planning meetings held with District staff. This will allow us to become more familiar with the organization and in turn, give us the background knowledge we need to manage the District's E-Rate program in the most optimal manner possible.

## **Planning Meetings:**

Planning meetings will be held throughout the year to discuss all aspects of the District's E-Rate program, including application status, funding balances and any other items of importance. *(The time of year typically dictates the topics of discussion)* ERO recommends face-to-face planning meetings with the District on a monthly basis.

## **Data Collection & Application Assembly:**

ERO has developed a proprietary system for collecting, processing and tracking E-Rate data. For each E-Rate form, templates are distributed to appropriate staff members for completion. In all cases, our operational staff is available to discuss the technical aspects of either the template issued or the E-Rate program in general. ERO ensures that these templates are completed in a timely fashion to meet all form deadlines. Once the data has been collected, ERO completes the appropriate form *(Form 470, 471, 486 and/or 472)* using the SLD's online application tools.

Once each form is filed, all relevant information is recorded and maintained by ERO. At the conclusion of each Form 471 application cycle, a preliminary funding report will be issued to the District which details the amount of funding submitted to the SLD for reimbursement. This report is used as a baseline for *actual* awards and *actual* commitments collected throughout the subsequent funding year.

## **Program Audit:**

ERO will represent and defend each application submitted to the SLD on behalf of the District. All inquiries are logged into our database and we coordinate the response procedure working with client staff to gather specific information required by the reviewer(s).

## **Reimbursement and Funding Year Closeout:**

ERO is responsible for tracking the District's E-Rate funding commitments, submitting monthly funding reports and working with the District's service providers to ensure that reimbursements are issued in the manner they are requested. Once a funding year is closed-out, all program year information is stored in our secure database for no less than ten years.

ERO will manage every aspect of the District's E-Rate program, from start to finish. Our experienced, professional staff will be available to answer all your questions and help solve every problem, every step of the way.



3. Review district compliance with SLD requirements including CIPA (Children's Internet Protection Act).

**Acknowledged.** ERO will ask for documentation from the District verifying the procurement and use of filtering district-wide to ensure compliance with C.I.P.A.

4. Assist in development of district Request for Proposal (RFP) for services eligible for ERATE discount and timing of postings of RFP's to New Haven City Web site to meet ERATE compliance.

**Acknowledged.** ERO will assist District staff in the assembly of RFP's for eligible services. ERO will ensure that each document is consistent with the District's local procurement rules and in addition, meets mandatory eligibility requirements set by the SLD's filing guidelines. ERO will work with the City's purchasing agent on the proper posting of all E-Rate related RFP's in conjunction with the online submission of the Form 470.

5. Prepare and submit district's Form 470-Description of Services Requested.

**Acknowledged.** The Form 470 describes the services and/or products the District is seeking and includes information about the applicant that service providers need to know to best meet their needs. ERO created the *Requested Services Summary (RSS)* template to drive the data collection process for the filing of the Form 470. This form documents whether or not a new Form 470 is required or if a contract is currently valid from a previous funding year. There are also fields for tracking action items to be completed for each service.

At the start of each new funding year, ERO will lead planning meetings with District staff to identify services that require a new Form 470. Once the RSS is completed, ERO will transfer the information to the online Form 470 for formal submittal.

6. Coordinate and participate, from the ERATE compliance perspective, in the evaluation of bids from service providers. Provide NHPS IT Manager/designated NHPS officials with compliance information for use in the decision making process.

**Acknowledged.** ERO will coordinate the evaluation of bids from service providers and will provide NHPS with our *E-Rate Assessment Scoring Worksheet*. This worksheet details the bids received and uses a weighted formula to rank each response based on required SLD evaluation criteria.

7. Assist with discount percentage determination including alternative discount mechanisms. This includes assistance with coordinating the ERATE free and reduced lunch survey and discount process. Examples of work include: verifying survey form format is valid, verifying that collection/counting process meets SLD guidelines, and combining ERATE survey data with other valid data types to produce final percentage eligible report by school site.

**Acknowledged.** ERO is aware that the District formally used surveys to identify the number of students who qualified for the National School Lunch Program (*NSLP*) at each school receiving

# E-RATE ONLINE

E-Rate services. Now that the New Haven Public Schools participate in the Community Eligibility Program (CEP), we will work with the Food Services Director to obtain the accurate CEP percentage so that New Haven receives the maximum discount percentage available.

8. Prepare and submit district's Form 471-Services Ordered. And provide a timetable of events that reflects key dates when information is needed, forms completed and submitted from first form to SLD through receipt of SLD approvals.

**Acknowledged.** Without question, the Form 471 is the most labor intensive application of all E-Rate forms. The Form 471 lists the services for which the applicant is requesting E-Rate discounts, the entities that are receiving these services and establishes the discount rate the applicant will receive on these services. The Form 471 also contains ancillary data which must be collected prior to filing the form.

At the beginning of each funding cycle, ERO distributes a timeline for the various steps that lead up the Form 471. For this, ERO created the *Master Information Template*, which is essentially a stripped-down version of the online form, as the tool to collect 471 data. Due to the fact the Form 471 requires a number of varied skill sets to complete, the form can be easily separated and assigned to individual departments concurrently and assembled as tasks are completed. Once the template is complete, ERO will transfer data from the template for submittal online.

ERO will maintain spreadsheets that record particular application data (*Service type, form identifier, etc*) and dates of their filing, as well as track the status of each application filed on behalf of the District. Status reports will be made available whenever required.

9. Ensure Forms 470 and 471 are properly submitted within filing window and certified.

**Acknowledged.** ERO will ensure all E-Rate forms are properly certified and submitted within SLD filing windows.

10. Review Receipt Acknowledgement Letter for accuracy and submit corrections to SLD as needed.

**Acknowledged.** ERO will carefully review each Form 470 Receipt Acknowledgement Letter (RAL) and Form 471 Receipt Notification Letter (RNL) to verify its accuracy. If ERO finds that clerical and/or ministerial errors have occurred, we will make the necessary corrections within 15 days of the date specified in the RAL or RNL letter.



11. Communicate with SLD Program Integrity Assurance personnel as needed to ensure reviewers receive an accurate and timely response.

**Acknowledged.** ERO will represent and defend each application submitted to the SLD on behalf of the District. We have found that responding to PIA staff in a prompt, courteous and concise manner works best in securing timely funding commitments.

All communications between the USAC-SLD, the service provider and the District are archived with the initial inquiry and the submitted response in the District's program year database.

12. Review Funding Commitment Decision Letter (FCDL) for accuracy. Prepare and submit appeal letters as needed.

**Acknowledged.** ERO will review all FCDLs and submit appeal letters as needed.

13. Prepare and submit Forms 486, 472 and 500 as necessary for collection of ERATE discounts on behalf of the district.

**Acknowledged.** ERO will file the Form 486 online upon receipt of the Funding Commitment Decision Letter (FCDL) from USAC-SLD. ERO will notify service providers of requests for the SPI method of reimbursements, and file Form 472 for direct deposits when necessary. Form 500s will be issued as needed to reduce or cancel commitments that require modification.

14. Prepare and submit appeal letters, Service Provider Identification Number (SPIN) change requests, service substitutions, change of invoicing mode, contact change letters, and other requests as needed to maximize district's ERATE discounts.

**Acknowledged.** On a monthly basis, ERO will discuss with the District staff items that may require changes or substitutions. In addition, progress reports on appeal preparation and status will be provided. ERO has had tremendous success in winning denial of funding challenges through the appeal process

15. Represent district through all phases of an on-site audit or Bearing Point site visit.

**Acknowledged.** ERO will serve as the point-of-contact for all on-site audits and/or site visits. In addition, ERO staff will represent the District on-site for any USAC-SLD or Bearing Point visit.

16. Help track billing and payments for all ERATE vendors that have won RFP's and are doing ERATE project related work for the NHPS. If the selected vendor is not an incumbent they must insure that the transition process from the existing ERATE consultancy firm is seamless with no ERATE service issues. Identify ways new vendor would review current filings already submitted and comment on any ways they should be changed and why.

**Acknowledged.** ERO will be responsible for tracking the District's E-Rate funding commitments, submitting quarterly funding reports and working with the District's service providers to ensure that reimbursements are issued in the manner they are requested.

# E-RATE ONLINE

As for the transition, ERO currently serves as the District's E-Rate consultant and has pledged to keep Ms. Sagnella as the account manager for the New Haven account.

**17. Successfully keep records on all aspects of the NHPS ERATE program.**

**Acknowledged.** Our proprietary web based system known as **EROS**, developed from over a decade of filing forms, is a customized online account database built specifically for managing all facets of the E-Rate program. Our operations team uses EROS as a live information and storage center for all E-Rate needs. The system allows us to create, track and store all program forms, contracts, quotes/proposals, bidding documents, USAC-SLD correspondence, bills and general files, all of which can be accessed anytime and anywhere where internet access is available.

As required by USAC-SLD's program rules, all E-Rate forms and files will be kept on record for no less than ten years in EROS and made available to the District anytime. All data is backed-up daily and stored in a secure off-site location with multiple layers of security and redundancy built-in.

**18. Completely understand and correctly apply, when working with or on behalf of NHPS, CT state/municipality procurement policies. This includes both New Haven procurement policy and the CT state procurement policies generally applied to its municipalities.**

- o The proper application of Tariff designation as defined by CT and the Federal government for service requests is a requirement.

**Acknowledged.** ERO has over twenty three (23) years' experience working with the state of Connecticut, local municipalities and their purchasing agents procuring goods and services. Our firm has a clear understanding of how the state and local procurement process works here in Connecticut and will correctly apply it to the E-Rate process. With the removal of Voice Services from the E-rate eligible services list, the Tariff designation is rarely used on the E-rate application.

**19. As needed participate in bi-weekly meetings to discuss the status of the NHPS ERATE program with: COO, IT Manager, or/and other NHPS officials and consultants.**

**Acknowledged.** ERO is located 4.7 miles from New Haven in Orange, Connecticut (New Haven County). Attendance at bi-weekly meetings with District staff has been an ongoing process over the years and has proved to be very productive. Further, if additional meetings are required a representative of our company will always be available.



20. As needed participate as decision committee members to validate ERATE Compliance, for ERATE RFPs.

**Acknowledged.** ERO staff will participate in the evaluation *process* to validate ERATE compliance; however it is our firm’s policy is not to serve as part of the evaluation *decision*. We do this in order to keep an “*arm’s-length*” distance with all service providers who provide E-Rate eligible services. This practice is to protect the interests of both our firm and our clients by preventing any accusations of collusion or favoritism.

21. Provide guidance to and cooperate with NHPS officials or their designees in regards to all aspects of the E-RATE program. The selected firm will in fact be the E-Rate expert for the NHPS.

**Acknowledged.** ERO staff will be the E-Rate expert for the NHPS. We will provide guidance on all E-Rate matters, and be New Haven’s contact person with USAC/SLD for all questions

22. All respondents must provide a staff roster with credentials and a list of current customer references.

**David Cornett**  
**Managing Partner**

Melissa Thopsey  
Controller

Larry Lemieux  
Certified Public Accountant

**Mary Jo Sagnella\***  
**Director of Operations**

Ian Starker\*  
Sr. Acct Manager

Megan Serke  
Account Manager

Karen Pavon  
Account Manager

Brian Grimmer  
Account Manager

Amanda Miguel  
Account Manger

Amy Krom  
Sr. Acct Manager

\*Certified member, E-Rate Management Professionals Association





**David Cornett**

**Managing Partner**

With a focus on maximizing E-Rate funding for each and every client, David Cornett, owner and founder of E-RATE ONLINE, has secured over \$400 million in E-Rate revenue for clients since the program's inception in 1996. Over the past 17 years, ERO has grown to a leading nationwide E-Rate consultancy with over 250 clients from Maine to California. Mr. Cornett has built a customer-centric team of reputable E-Rate account managers, who are vested in working collaboratively with clients to ensure substantial increases in school and district reimbursement rates.

While E-Rate was experiencing exponential growth, Mr. Cornett recognized the need to further streamline the E-Rate program's application filing, reimbursement tracking and reporting requirements to create optimal efficiencies. As a result, he developed and implemented the EROS proprietary web-based management system. With expertise garnered from over a decade of form filing, Mr. Cornett designed EROS to collect, track and process all client details, including BEN account information, E-Rate service data and contract details. This advanced software creates an online binder program which serves as the central source for client forms, correspondence and invoices, while also storing information online for five years to adhere to program regulations. With tremendous foresight of the ever-changing E-Rate landscape, Mr. Cornett continues to further refine the software and spearhead system improvements.

**Mary Jo Sagnella**

**Director of Operations**

Mary Jo Sagnella, Director of Operations for E-RATE ONLINE, has been involved with the E-Rate program since its inception and has become known as a respected E-Rate expert. Focused on garnering the maximum funding possible for each and every client, Ms. Sagnella leads the E-rate team with diligence, dedication and attention to detail. She offers both her team and her clients a unique blend of experience on the service provider and applicant side of E-Rate funding.

In addition to training a highly successful team of E-Rate account managers, Ms. Sagnella leads E-Rate's business development initiatives and fosters client relationships. She has assisted in increasing E-Rate's client portfolio by 150% over the past six years. Ms. Sagnella takes a vested interest in each client relationship and is proud to work collaboratively toward substantial increases in school and district reimbursement rates. For one school-based client, she helped increase reimbursement by 600%. She attentively oversees the processing of more than \$80 million in reimbursements per year.

While traveling nationwide to meet with clients, Ms. Sagnella focuses on remaining current in E-Rate regulatory changes and filing techniques. She also interprets rules and compliance, supervises audits, and is the liaison for all USAC-SLD and District inquiries.

Ms. Sagnella began her E-Rate career at AT&T Connecticut, where she served as the director of the E-Rate department for 11 years. While at AT&T, she became intimately familiar with the service provider role in the E-Rate funding process. She offered program guidance to Connecticut schools, supervised AT&T's E-Rate



billing system, provided staff training programs and offered annual seminars for applicants to stay current with rules and filing techniques. This position culminated her 23-year tenure at AT&T.

Ms. Sagnella enjoys professional affiliations in the E-Rate Management Professionals Association, North Carolina Charter Schools Association, National Alliance for Public Charter Schools and the Association of School Business Officials (ASBO), as well as its local Illinois and Connecticut chapters.

**Customer References:**

E-RATE ONLINE's portfolio of accounts is made up of school districts, charter schools, libraries and educational service agencies across the country. Below is a listing of three client references, each of whom would be able to give ERO a most positive reference.

**A. STAMFORD PUBLIC SCHOOLS**

**Mr. Michael Pensiero**

*Director of Technology*

888 Washington Boulevard

Stamford, CT

P: (203) 977-4115

Service Start Date: **JULY 2000**

Number of Students: **15,886**

**B. UNCOMMON SCHOOLS**

**Ms. Heather Evans**

*Director of IT Infrastructure*

826 Broadway, 9<sup>th</sup> Floor

New York, NY

P: (718) 638-1868

Service Start Date: **JULY 2008**

Number of Students: **19,077**

**C. ST. VRAIN VALLEY SCHOOL DISTRICT**

**Mr. Joseph McBreen**

*Chief Technology Officer*

395 South Pratt Parkway

Longmont, CO 80501

P: (303) 702-7782

Service Start Date: **JULY 2004**

Number of Students: **28,835**



**Below, please find a list of our current Connecticut clients who would also provide references as requested:**

**Connecticut Clients**

- |                                       |                               |                              |
|---------------------------------------|-------------------------------|------------------------------|
| Achievement First                     | Hamden Public Schools         | Regional School District 13  |
| American School for the Deaf          | Hartford Public Schools       | Regional School District 14  |
| Ansonia Public Schools                | Highville Charter School      | Regional School District 17  |
| Area Cooperative Educational Services | Integrated Day Charter School | Regional School District 18  |
| Avon Old Farms School                 | IPPI Learning Academy         | Ridgefield Public Schools    |
| Avon Public Schools                   | Killingly Public Schools      | Sacred Heart Academy         |
| Berlin Public Schools                 | LEARN Reg Educ Service Center | Seymour Public Schools       |
| Bethany Public School District        | Lebanon Public Schools        | Shelton Public Schools       |
| Bethel Public Schools                 | Ledyard Public Schools        | Simsbury Public Schools      |
| Bloomfield Public Schools             | Litchfield Public Schools     | South Windsor Public Schools |
| Bolton Public Schools                 | Manchester Public Schools     | Southington Public Schools   |
| Branford Public Schools               | Middletown School District    | Stamford Public Schools      |
| Bristol Public Schools                | Monroe Public Schools         | Stonington Public Schools    |
| Brookfield Public Schools             | Montville Public Schools      | Stratford Public Schools     |
| Brooklyn Public Schools               | Naugatuck Public Schools      | St.Luke's School             |
| Canterbury School                     | New Beginnings Family Academy | Suffield Public Schools      |
| Canton Public Schools                 | New Canaan Country School     | The Ferguson Library         |
| Cheshire Public Schools               | New Haven Public Schools      | Thomaston Public Schools     |
| Childcare Learning Centers            | New London Public Schools     | Thompson Public Schools      |
| Clinton Public Schools                | New Milford Public Schools    | Tolland Public Schools       |
| Colchester Public Schools             | Newington Public Schools      | Torrington Public Schools    |
| Cooperative Educational Services      | Newtown Public Schools        | Town of Rocky Hill           |
| Coventry Public Schools               | North Branford Public Schools | Trumbull Public Schools      |
| Cromwell Public Schools               | North Haven Public Schools    | Vernon Public Schools        |
| Danbury Public Schools                | Norwalk Public Library        | Wallingford Public Schools   |
| Darien Public Schools                 | Norwalk Public Schools        | Waterford School District    |
| Diocese of Bridgeport                 | Norwich Public Schools        | Watertown Public Schools     |
| East Hampton Public Schools           | Orange Public Schools         | West Haven Public Schools    |
| East Hartford Public Schools          | Oxford Public Schools         | Weston Public Schools        |
| EASTCONN                              | Plainville Public Schools     | Westport Public Schools      |
| Easton School District                | Plymouth Public Schools       | Wethersfield Public Schools  |

# E-RATE ONLINE

EdAdvance	Portland Public Schools	Wheeler Clinic
Edith Wheeler Memorial Public Library	Preston Public Schools	Wilton Public Schools
Ellington Public Schools	Redding School District	Winchester Public Schools
Glastonbury Public Schools	Regional School District 06	Windham Public Schools
Goodwin College Educational Services	Regional School District 08	Windsor Locks Public Schools
Groton Public School District	Regional School District 09	Windsor Public Schools
Guilford Public Schools	Regional School District 10	Wolcott School District
Hamden Hall Country Day School	Regional School District 12	Woodbridge Public Schools

# E-RATE ONLINE

23. As needed provide guidance to the School Construction Office in regards to ERATE eligibility for technology designs used at schools under construction.

**Acknowledged.** ERO has extensive experience working with construction officials in regards to planning for and scheduling the procurement of E-Rate eligible technology equipment. ERO will provide guidance to the School Construction Office as needed.

24. The winning vendor must indicate any percentage of cost increases that could result if they are renewed at the end of the term.

***E-RATE ONLINE is providing a fixed, flat fee that will not increase when renewed.***

**Signed and submitted by:**

*Mary Jo Sagnella*

**Mary Jo Sagnella  
Director of Operations  
E-RATE ONLINE LLC**

## Section C – Consulting Fees

ERO's approach is much different than other consulting firms; we believe that clients are paying for direction and guidance, not just form filing. Every 470 posted, FRN requested, and PIA response can and does affect the next funding year. Therefore our services cover all open E-Rate funding years and E-Rate related items during the duration of the contract term. We will designate a single point of contact to provide on-demand assistance for E-Rate related questions who will respond within one business day to all questions.

- Complete all application forms, filings and required correspondence on behalf of the District
- Manage, file and store all relevant paperwork associated with district E-Rate applications
- Analyze and review NSLP eligibility and discount calculation
- Consult with District on current/proposed technology
- Provide training materials, newsletters & updates to district staff
- Preparation of Form 470 and Form 471 submittal pages
- Review Receipt Acknowledgement Letter(s)
- Responsible for Item 21 submittals
- Maintain log of all PIA documentation drafts & responses
- Respond to PIA requests, Selective Reviews, PQA reviews
- Prepare and submit SPIN change, service substitution and Form 500 requests
- Maintain reimbursement tracking spreadsheets
- Work with Service providers on behalf of the District
- Submit Contract & service end-date and/or invoice deadline extension requests, as needed
- Prepare and file USAC/FCC letters of appeal, as needed
- Work with District in regards to E-Rate Compliance
- Update District with changes to program/program rules

YEAR	TERM	COST*
1	July 1, 2019 – June 30, 2020	\$40,000.00
2	July 1, 2020 – June 30, 2021	\$40,000.00
3	July 1, 2021 – June 30, 2022	\$40,000.00
4	July 1, 2022 – June 30, 2023	\$40,000.00
5	July 1, 2023 – June 30, 2024	\$40,000.00

# E-RATE ONLINE

*\*ERO agrees to hold our fees flat for the duration of the contract if renewal options are exercised.*



NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

**To:** Finance and Operations Committee  
**From:** Joseph Barbarotta, Executive Director of Facilities  
**Re:** F&O Agenda Item: Request for Approval - EBI Preventive Maintenance Program  
**Meeting Date:** June 17, 2019  
**Cc:** Robin ODEI-NTIRI

---

**Executive Summary:**

Approval is requested for an Agreement by and between the New Haven Board of Education and Honeywell Building Solutions, Inc., 712 Brook Street Suite 106, Rocky Hill, CT for the EBI Preventative Maintenance Program for the NHPS for FY 2019-2020.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** In an amount not to exceed \$166,463.37.

**Funding Source:** Capital Projects

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
This agreement provides preventive maintenance/inspection tasks for (24) New Haven School's Enterprise Building Integrator (EBI) front end system. The EBI is the proprietary Honeywell Software that is used to control the HVAC systems. The use of the EBI software allows facilities to provide the best possible energy efficient learning and working environments for students, staff and the general public.
- 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?**  
Facilities tracks the use and cost of energy on a monthly basis. The data shows that although the cost of utilities continue to rise and additional square footage is added to the portfolio the actual usage has consistently been reduced as a result of the management of the EBI system. Electrical usage was reduced by 195,832 kWh and the cost was reduced by \$437,942 from last fiscal year and natural gas usage remained flat although square footage has increased. It is imperative to provide inspections and maintenance of this system as it vital in order to meet indoor air quality unfunded state mandates the mandate requires bringing in outside air to prevent mold and mildew issues that can cause asthmatic issues
- 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.**  
The sole source software is proprietary and the agreement is a yearly contract and therefore does not have renewal options. The contract also has a service hourly rate of \$191.17 not to exceed \$10,000.00 budget for emergency repair. The Facilities Department has actively sought alternative systems as a result we have switched some of our smaller systems over to Tridium a non-proprietary Honeywell System. This allows us to purchase replacement parts utilizing competitive pricing. This agreement reflects an increase of 3% or a total of \$4,848.53 over last year.

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



**AGREEMENT  
BY AND BETWEEN  
NEW HAVEN BOARD OF EDUCATION  
AND  
HONEYWELL INTERNATIONAL, INC.  
FOR  
ENTERPRISE BUILDING INTEGRATOR (EBI)  
PREVENTION AND MAINTENANCE PROGRAM  
FOR  
NEW HAVEN PUBLIC SCHOOL BUILDINGS**

**PART I**

This Agreement, consisting of Parts I and II, Exhibit A and Rider A, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, effective the 1<sup>st</sup> day of July, 2019, is by and between the New Haven Board of Education, 54 Meadow Street, New Haven, CT 06519 (hereinafter referred to as the "Board"), and Honeywell International, Inc., with offices at 712 Brook Street, Suite 106, Rocky Hill, CT (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has heretofore determined that it requires preventative maintenance and inspection services for all school buildings via a 24-hour remote building automation system for monitoring, criticality assessment and dispatch; and

**WHEREAS**, Contractor offered its exclusive Enterprise Building Integrator (EBI) System; and

**WHEREAS**, the Purchasing Agent designated the Contractor as a "Sole Source"; and

**WHEREAS**, 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 Capital Funds account numbers [REDACTED] pursuant to Purchase Order No. [REDACTED]-FY 2020;

**NOW, THEREFORE**, in consideration of the mutual rights and duties arising out of this Agreement, the Board and the Contractor her by 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 Michael J. Pinto, Chief Operating Officer or such other person or persons as the Board shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be Michele Pistone, Service 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 services to be performed by it under this Agreement, absent prior written approval by the Board.

## **SECTION 2: SCOPE OF SERVICES**

201. The Contractor shall provide to the Board a preventative maintenance and inspection service via its Enterprise Building Integrator (EBI) front-end system in accordance with Exhibit A ("the Services"), which is attached hereto and incorporated into this Agreement. 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. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board for review and approval. Said drawings, reports, and documents shall be the property of the Board. The Board shall review and respond to materials submitted by the Contractor within a reasonable time frame. 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 the Board 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.

## **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.

302. The Contractor may use information supplied under Section 301 only in conjunction with the activities enumerated in Section 2 of this Agreement.

**SECTION 4: TIME OF PERFORMANCE**

401. The Contractor shall perform the Services set forth in Section 2 of this Agreement at such time (s), at such location(s), 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 not later than June 30, 2020.

403. Termination of Agreement for Cause. If, through any cause not the fault of the Board, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the Board, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of this Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Board from the Contractor is determined.

404. Termination for Convenience of the Board. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 403 above, 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, and such other materials as will reasonably facilitate transfer to a new Contractor.

**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 One Hundred Sixty Six Thousand Four Hundred Sixty Three Dollars and Thirty Seven Cents (\$166,463.37) in twelve (12) equal monthly installments of Thirteen Thousand Eight Hundred Seventy One Dollars and Ninety Five Cents (\$13,871.95).

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 unless as may be specifically referenced in Section 501.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. The Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

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 AND INDEMNIFICATION**

601. Contractor shall defend, indemnify and hold harmless the Board, 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. The insurance provisions contained in said Rider control to the extent that they may differ from the requirements set forth in Exhibit A.

## **SECTION 7: TERMS AND CONDITIONS**

701. This Agreement is subject to and incorporates the provisions attached hereto as Board of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of Exhibit A conflicts with any provision of Part I or Part II of this Agreement, said Part I or Part II 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 Board of New Haven. Additionally, the Contractor shall comply with all applicable Federal laws.

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 of 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. Article headings are for the convenience of the Parties only and do not describe or limit the contents of the Section.

710. Failure of the Contractor to comply with any provision of this Agreement is a Contractor default under this Agreement and the City reserves any and all rights including self-help, termination pursuant to Section 403 herein and any and all other remedies available to the City at law or in equity.

711. References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

712. 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, whichever is applicable, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice to the addresses above. 54 Meadow Street, New Haven, CT 06519

(SIGNATURES ON FOLLOWING PAGE)

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

**WITNESSES:**

\_\_\_\_\_

**NEW HAVEN BOARD OF EDUCATION**

By: \_\_\_\_\_  
Darnell Goldson  
President

**WITNESSES:**

\_\_\_\_\_

**HONEYWELL INTERNATIONAL INC.**

By: \_\_\_\_\_  
Duly Authorized

# Honeywell Building Solutions

## SERVICE AGREEMENT

Date: April 22, 2019

Proposal Number: 401011882019

Agreement Number: 40101188

**(HONEYWELL)**  
Honeywell Building Solutions  
712 Brook Street, Suite 106  
Rocky Hill, CT 06067

**(CUSTOMER)**  
City of New Haven Board of Education  
654 Ferry Street  
New Haven, CT 06510

**Service Location Name:** New Haven BoE Facilities & Schools  
**Service Location Address:** Multiple: New Haven, CT

**Scope of Work:** HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- |   |  |
|---|--|
| <input type="checkbox"/> Preferred Temperature Control Services             | <input type="checkbox"/> Site Services                                     |
| <input type="checkbox"/> Flex Temperature Control Services                  | <input type="checkbox"/> Honeywell Energy Analysis Reporting               |
| <input type="checkbox"/> Preferred Automation Maintenance Services          | <input type="checkbox"/> Air Filter Services                               |
| <input type="checkbox"/> Flex Automation Services                           | <input type="checkbox"/> Water Treatment Services                          |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services          | <input type="checkbox"/> Critical Parts Stocking                           |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services               | <input type="checkbox"/> Thermography Services                             |
| <input type="checkbox"/> Preferred Security System Inspect Services         | <input type="checkbox"/> Emergency Generator Services                      |
| <input type="checkbox"/> Flex Security System Services                      | <input type="checkbox"/> In Suite Services                                 |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services          | <input type="checkbox"/> Remote Monitoring/Radionics                       |
| <input type="checkbox"/> Flex Mechanical Maintenance Services               | <input type="checkbox"/> Indoor Air Quality Auditing Services              |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> Service Management Software                       |
| <input checked="" type="checkbox"/> EBI Services                            | <input type="checkbox"/> FM Worksite                                       |
| <input type="checkbox"/> Online Services                                    | <input checked="" type="checkbox"/> Other/Special Provisions _____         |
| <input type="checkbox"/> Advanced Support                                   | <input type="checkbox"/> Honeywell Users Group                             |
| <input type="checkbox"/> Attune™ Advisory Services - Operations             | <input type="checkbox"/> Attune™ Advisory Services - Energy Optimization   |
| <input type="checkbox"/> Attune™ Advisory Services – Energy Awareness       | <input type="checkbox"/> Attune™ Advisory Services – Lobby Digital Signage |
| <input type="checkbox"/> Outcome Based Service—Assurance Automation         | <input type="checkbox"/> Outcome Based Service—Dynamic Automation          |
| <input type="checkbox"/> Outcome Based Service—Vision                       |  |

**Contract Term:** One (1) year from the Effective Date. Customer\_\_\_\_ Honeywell\_\_\_\_  
(INITIALS)

**Contract Effective Date:** July 1, 2019

**Price for Year 1:** One hundred sixty-six thousand four hundred sixty-three and 37/100 (\$166,463.37)

**Time & Material Automation Resynchronization:** Ten thousand and 00/100 (\$10,000.00) (included in above price)

**Payment Terms:** Monthly in arrears

- Sales Tax will be invoiced separately       Use Tax is included in the Price       This sale is tax exempt

**Renewal:** The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

**Submitted by HBS:** (signature) \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**This proposal is valid for 30 days.**

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

**Accepted by:**  
HONEYWELL INTERNATIONAL INC., through  
its Honeywell Building Solutions business unit

City of New Haven Board of Education

**Signature:** By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signature:** By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **General Terms and Conditions**

### **1. WORKING HOURS**

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

### **2. TAXES**

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### **3. PROPRIETARY INFORMATION**

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

### **4. INSURANCE OBLIGATIONS**

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

### **5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS**

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site, or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

### **6. WARRANTY**

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

### **7. INDEMNITY**

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.



## **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

## **9. EXCUSABLE DELAYS**

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## **10. PATENT INDEMNITY**

**10.1** Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

**10.2** If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

**10.3** In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

**10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.**

## **11. SOFTWARE LICENSE**

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## **12. DISPUTE RESOLUTION**

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

## **13. ACCEPTANCE**

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

**14.1** This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

**14.2** None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

**14.3** This Agreement is governed by the law of the State where the work is to be performed.

**14.4** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**14.5** Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

**14.6** Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 14.6. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 14.6 shall survive expiration or termination of this Agreement.

## **15. COVERAGE**

**15.1** Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

**15.2** It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

**15.3** Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.

**15.4** Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

**15.5** Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

**15.6** This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

**15.7** In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

**15.8** Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

**15.9** Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

**15.10** Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

**15.11** Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

#### **16. TERMS OF PAYMENT**

**16.1** Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

**16.2 Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

#### **17. TERMINATION**

**17.1** Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

**17.2** Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

**17.3 Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

#### **18. DEFINITIONS**

**18.1** "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

**18.2** "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

**18.3** "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

**18.4** "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

## Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell International Inc. – Services Agreement No. 930-01-10101

### EBI SERVICES for one (1) addition school.

- I. SCOPE OF WORK
- II. HONEYWELL ONLINE SUPPORT SERVICES
- III. SERVICE PORTAL AND FAST TOOL
- IV. CHANGE CONTROL
- V. LIST OF COVERED SCHOOLS and HOUR BREAKOUT

**I.**  
**SCOPE OF WORK:**

Honeywell will provide the following preventive maintenance/inspection tasks for New Haven School’s Enterprise Building Integrator (EBI) front-end system.

EBI Task	Frequency
Review online automation system operation and event history logs and provide summary status to New Haven Schools (Identify systemic or commonly recurring events)	Monthly
Check with customer primary contact and logbook to verify that all software programs are operating correctly	Monthly
Make a data file backup as required	Monthly
Identify issues and prioritize maintenance requests as required	As Needed
Utilize CARE software for all software changes	As Needed
Perform operational check on all electronics	Quarterly
Check for misaligned parts and loose connections	Quarterly
Clean device as required	Quarterly
Check LED’s for system errors	Quarterly
Use OPT terminal to check for system alarms	Quarterly
Verify controller operation	Quarterly
Perform full OS System backup **	Semi-Annual
Perform SQL 2000 CMS database backup **	Semi-Annual
Perform event archive backup	Semi-Annual
Perform ACSII data backup	Semi-Annual
Perform Quick builder file backup	Semi-Annual
Store all backups in 2 separate locations	Semi-Annual
Update Antivirus signatures and scan devices **	Semi-Annual
Run disk defragmenter utilities	Semi-Annual
EBI Task	Frequency
Apply available supported updates to the OS	Semi-Annual
Apply available supported updates to the EBI OS	Semi-Annual
Check and clean keyboard, mouse, monitor, etc.	Semi-Annual
Check for PC errors or Windows errors on boot up	Semi-Annual
Check for software operations and performance, responsiveness of system, speed of software	Semi-Annual
Check for transmission errors	Semi-Annual
Verify automatic alarm annunciation	Semi-Annual
Perform memory diagnostic	Semi-Annual
Conduct start/stop program test	Semi-Annual
Test all command and demand functions	Semi-Annual
Conduct analog alarm limit test	Semi-Annual
Execute all printer logs simultaneously and check printout	Semi-Annual

Interrupt log with alarms and check printout	Semi-Annual
Check trend log timing for several trend intervals	Semi-Annual
Cause an analog high alarm and compare printout to alarm limit	Semi-Annual
Cause an analog low alarm and compare printout to alarm limit	Semi-Annual
Check printout for an analog return to normal	Semi-Annual
Exercise program start command, program stop command and auto command	Semi-Annual
Check holiday mode operation	Semi-Annual
Check power failure emergency start-up commands	Semi-Annual
Verify memory buffers	Semi-Annual
Establish dedicated, site-specific emergency stock of spare parts to ensure uptime	Annually

\*\*This scope of work will be coordinated with New Haven School's IT department

**II.**

**HONEYWELL ONLINE SUPPORT SERVICES**

- Software Update Service—Automated delivery of:
  1. EBI software updates (network)
  2. Qualified Microsoft Patches
  3. Security enhancements
- EBI Knowledge Center
  1. Technical bulletins
  2. White Papers
  3. Manuals
  4. Individual software updates
- EBI Software Upgrades
  1. New product releases (minor revisions)
- User Forum and discussion groups (Honeywell User Group)
- Technical Support through Technical Assistance Center (TAC) and tiered email/phone support services
- Hardware Refresh (upgrades of servers and workstations) optional and at an additional cost

**III.**

**SERVICE PORTAL AND FAST TOOL**

- Honeywell will maintain complete and detailed service maintenance records for each piece of equipment in a secure central database and be provided monthly.
- Will have the ability to provide status of any current work order at any time and make that status available via the internet
- Will have the ability to provide verification of completed work order or pm form within one day of completion of service or maintenance.
- Will have the ability to receive service requests via an internet web site or a centralized call center 24x7x365.
- Will have ability to digitally capture customer signature for authorization of work and work completed; that signature is digitally recorded for verification reasons but will not be used again for any other purpose
- Will provide work orders that are legible and contain sufficient information about work performed
- Will have certified quality processes (i.e., ISO 9002 certification) that ensures equipment serviced and work actions recorded in a uniform manner regardless of assigned technician; service requests and pm are tracked to completion in a timely manner; information and data is properly and securely controlled

IV.

**CONTRACT PRICING**

The Service contract for one (1) year is \$156,463.37, paid monthly in arrears.  
The Resynchronization amount for one (1) year is \$10,000.00, Time & Material. New Haven Board of Education will only be charged for what is used.

**CHANGE CONTROL**

A deduct of \$6,891.58, will be applied to the total amount of the contract for each school removed from the below list in section V.

THE HONEYWELL SPOT rate for additional automation services not covered under the unit pricing of this Agreement and which is not part of the PM inspections:

- \$ 191.17 hourly rate for straight time
- \$ 286.76 hourly rate for overtime
- \$ 382.34 hourly rate for holidays

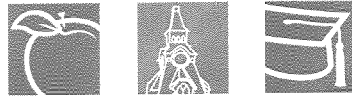
MATERIAL will be billed as follows: All Honeywell components will be supplied to New Haven Schools at 20% less than the published list price.

All *change control* will be coordinated with New Haven School’s Facility Management team and the environmental control system (DDC maintenance) contractor.

V.

**List of schools covered under this agreement, as of July 01, 2019:**

#	BUILDING NAME	BUILDING ADDRESS
1	BARNARD MAGNET SCHOOL	170 DERBY AVE
2	BISHOP WOODS	1481 QUINNIPIAC AVE
3	CELENTANO MUSEUM ACADEMY	400 CANNER ST
4	CENTRAL UTILITY PLANT	170 DEWITT ST
5	CLINTON AVE SCHOOL	293 CLINTON AVE
6	COLUMBUS, CHRISTOPHER	255 BLATCHLEY ST
7	DAVIS SCHOOL	35 DAVIS ST
8	FAIR HAVEN MIDDLE SCHOOL	164 GRAND AVE
9	HOOKER SCHOOL	180 CANNER ST
10	JEPSON SCHOOL	15 LEXINGTON AVE
11	JOHN DANIELS SCHOOL	569 CONGRESS ST
12	JOHN MARTINEZ SCHOOL	100 JAMES ST
13	KING/ROBINSON MAGNET SCHOOL	150 FOURNIER ST
14	METRO BUSINESS	119 WATER ST
15	NATHAN HALE SCHOOL	480 TOWNSEND AVE
16	NHPS MAINTENANCE HQ R310 SERVER	654 FERRY STREET
17	NHPS MAINTENANCE HQ R410 SERVER	654 FERRY STREET
18	ROSS/WOODWARD SCHOOL	185 BARNES AVE
19	SHERIDAN MAURO	191 FOUNTAIN ST
20	TROUP MAGNET ACADEMY OF SCIENCE	259 EDGEWOOD AVE
21	TRUMAN SCHOOL	114 TRUMAN ST
22	WORTHINGTON HOOKER SCHOOL	691 WHITNEY AVE



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** Finance and Operations Committee

**From:** Joseph Barbarotta, Executive Director, Facilities

**Re:** F&O Agenda Item/Request for Approval - 24 Hour Remote Building Automation Systems Monitoring

**Meeting Date:** June 17, 2019

**cc:** Robyn Odei-Nitiri

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**Executive Summary:**

Approval is requested for an Agreement by and between the New Haven Board of Education and; Honeywell Building Solutions, 712 Brook Street, Suite 106, Rocky Hill, CT for 24 Hour Remote Building Automation Systems Monitoring, Criticality Assessment and Dispatch for FY 2019-20.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** In an amount not to exceed \$28,318.49.

**Funding Source:** Capital Projects

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
24/7 remote monitoring of (41) school boilers, chiller failures, sump pumps, power failures and low building temperatures.
- 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?**  
This service is crucial for the prevention of catastrophic failures that could result in disruption of school activities as well as causing major capital repairs. The controls are proprietary and the contractor has provided very effective service for at least the last (7) years. We were notified several times during the year of potential issues that we were able to resolve as a result of the immediate notifications.
- 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.**  
The sole source agreement is based upon the remote monitoring of (41) schools as well all the critical equipment within the schools. The contractor installed the proprietary controls and although other companies exist today that are capable of monitoring the schools their controls would not integrate with the Honeywell Energy Management System. This year's agreement reflects an increase of 3% or \$824.84 over last year.

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

**AGREEMENT  
BY AND BETWEEN  
NEW HAVEN BOARD OF EDUCATION  
AND  
HONEYWELL INTERNATIONAL, INC.  
FOR  
24-HR REMOTE BUILDING AUTOMATION SYSTEMS MONITORING SERVICES**

**PART I**

This Agreement, consisting of Parts I and II, Exhibit A and Rider A, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, effective the 1<sup>st</sup> day of July, 2019, is by and between the New Haven Board of Education, 54 Meadow Street, New Haven, CT 06519 (hereinafter referred to as the "Board"), and Honeywell International, Inc., with offices at 712 Brook Street, Suite 106, Rocky Hill, CT (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has heretofore determined that it requires 24-hr remote building automation systems for monitoring, criticality assessment and dispatch for New Haven Public Schools; and

**WHEREAS**, the City of New Haven Purchasing Agent has designated the Contractor as a "Sole Source"; and

**WHEREAS**, 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 Capital Funds account numbers [REDACTED] pursuant to Purchase Order No. [REDACTED]-FY 2020;

**NOW, THEREFORE**, in consideration of the mutual rights and duties arising out of this Agreement, the Board and the Contractor her by 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 Michael Pinto, Chief Operating Officer or such other person or persons as the Board shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be Michele Pistone, Service 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 services to be performed by it under this Agreement, absent prior written approval by the Board.

## **SECTION 2: SCOPE OF SERVICES**

201. The Contractor shall provide to the Board a 24-hr Remote Building Automation Systems monitoring, criticality assessment and dispatch for the New Haven Public Schools in accordance with Exhibit A ("the Services"), which is attached hereto and incorporated into this Agreement. 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. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board for review and approval. Said drawings, reports, and documents shall be the property of the Board. The Board shall review and respond to materials submitted by the Contractor within a reasonable time frame. 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 the Board 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.

## **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.

302. The Contractor may use information supplied under Section 301 only in conjunction with the activities enumerated in Section 2 of this Agreement.

## **SECTION 4: TIME OF PERFORMANCE**

401. The Contractor shall perform the Services set forth in Section 2 of this Agreement at such time {s}, at such location(s), 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 not later than June 30, 2020.

403. Termination of Agreement for Cause. If, through any cause not the fault of the Board, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the Board, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of this Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Board from the Contractor is determined.

404. Termination for Convenience of the Board. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 403 above, 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, and such other materials as will reasonably facilitate transfer to a new Contractor.

## **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 Twenty-Eight Thousand Three Hundred Eighteen Dollars and Forty-Nine Cents (\$28,318.49) in twelve (12) equal monthly installments of Two Thousand Three Hundred Fifty Nine Dollars and Eighty Seven Cents (\$2,359.87).

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 unless as may be specifically referenced in Section 501.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. The Board may, prior to making any payment under this

Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

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 AND INDEMNIFICATION**

601. Contractor shall defend, indemnify and hold harmless the Board, 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. The insurance provisions contained in said Rider control to the extent that they may differ from the requirements set forth in Exhibit A.

**SECTION 7: TERMS AND CONDITIONS**

701. This Agreement is subject to and incorporates the provisions attached hereto as Board of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of Exhibit A conflicts with any provision of Part I or Part II of this Agreement, said Part I or Part II 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 Board of New Haven. Additionally, the Contractor shall comply with all applicable Federal laws.

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 of 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. Article headings are for the convenience of the Parties only and do not describe or limit the contents of the Section.

710. Failure of the Contractor to comply with any provision of this Agreement is a Contractor default under this Agreement and the City reserves any and all rights including self-help, termination pursuant to Section 403 herein and any and all other remedies available to the City at law or in equity.

711. References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

712. 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, whichever is applicable, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice to the addresses above. 54 Meadow Street, New Haven, CT 06519

(SIGNATURES ON FOLLOWING PAGE)

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

**WITNESSES:**

\_\_\_\_\_

**NEW HAVEN BOARD OF EDUCATION**

By: \_\_\_\_\_  
Darnell Goldson  
President

**WITNESSES:**

\_\_\_\_\_

**HONEYWELL INTERNATIONAL INC.**

By: \_\_\_\_\_  
Duly Authorized

Honeywell Building Solutions

SERVICE AGREEMENT

Date: April 22, 2019

Proposal Number: 401012122019

Agreement Number: 40101212

(HONEYWELL)
Honeywell Building Solutions
712 Brook Street, Suite 106
Rocky Hill, CT 06067

(CUSTOMER)
City of New Haven Board of Education
654 Ferry Street
New Haven, CT 06510

Service Location Name: New Haven Board of Education Facilities & Schools
Service Location Address: Multiple: New Haven, CT

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- Checkboxes for various services: Preferred Temperature Control Services, Flex Temperature Control Services, Preferred Automation Maintenance Services, Flex Automation Services, Preferred Fire Alarm Maintenance Services, Fire Alarm Test and Inspect Services, Preferred Security System Inspect Services, Flex Security System Services, Preferred Mechanical Maintenance Services, Flex Mechanical Maintenance Services, ServiceNet Remote Monitoring and Control Services, EBI Services, Online Services, Advanced Support, Attune Advisory Services - Operations, Attune Advisory Services - Energy Awareness, Outcome Based Service—Assurance Automation, Outcome Based Service—Vision, Site Services, Honeywell Energy Analysis Reporting, Air Filter Services, Water Treatment Services, Critical Parts Stocking, Thermography Services, Emergency Generator Services, In Suite Services, Remote Monitoring/Radionics, Indoor Air Quality Auditing Services, Service Management Software, FM Worksite, Other/Special Provisions, Honeywell Users Group, Attune Advisory Services - Energy Optimization, Attune Advisory Services - Lobby Digital Signage, Outcome Based Service—Dynamic Automation.

Contract Term: One (1) year from the Effective Date. Customer Honeywell (INITIALS)

Contract Effective Date: July 1, 2019

Price for Year 1: Twenty-eight thousand three hundred eighteen and 49/100 (\$28,318.49)

Payment Terms: Monthly

- Checkboxes for tax options: Sales Tax will be invoiced separately, Use Tax is included in the Price, This sale is tax exempt.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature)
Name:
Title:
Date:

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit

City of New Haven Board of Education

Signature: By:
Name:
Title:
Date:

Signature: By:
Name:
Title:
Date:

## General Terms and Conditions

### 1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

### 2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### 3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

### 4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

### 5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

- 5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.
- 5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.
- 5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.
- 5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.
- 5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

### 6. WARRANTY

- 6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.
- 6.2 **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.**
- 6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

### 7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

## **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

## **9. EXCUSABLE DELAYS**

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

## **10. PATENT INDEMNITY**

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

## **11. SOFTWARE LICENSE**

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

## **12. DISPUTE RESOLUTION**

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

## **13. ACCEPTANCE**

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## **14. MISCELLANEOUS**

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 14.6. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 14.6 shall survive expiration or termination of this Agreement.

## **15. COVERAGE**

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

#### **16. TERMS OF PAYMENT**

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 **Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

#### **17. TERMINATION**

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

#### **18. DEFINITIONS**

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

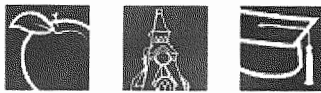


**Special Provisions**

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions – Services Agreement No. **40101212**.

1. Honeywell will continuously monitor the following sites:

<b>I.A. Site #</b>	<b>SCHOOL</b>	<b>ADDRESS</b>	<b>QUANTITY</b>
110583 NEW HAVEN	BARNARD ELEMENTARY *OS*3 NEW HAVEN	170 DERBY	2 (Nature Center)
110607 NEW HAVEN	BEECHER ELEMENTARY *OS*3 NEW HAVEN	100 JEWELL	1
110804 NEW HAVEN	BETSY ROSS ART MAG RAD3 NEW HAVEN	150 KIMBERLY	1
110898 NEW HAVEN	BETSY ROSS REC HALL	150 KIMBERLY	1
110584 NEW HAVEN	BISHOPWOODSELEMENTARYRAD3NEWHAVEN	1481 QUINNIPIAC	1
110864 NEW HAVEN	CELENTANO SCHOOL MUSEUM ACADEMY	400 CANNER	1
110829 NEW HAVEN	CENTRAL KITCHEN RAD3 NEW HAVEN	75 BARNES	1
110863 NEW HAVEN	CLINTON AVE SCHO RAD3 NEW HAVEN	293 CLINTON	1
110586 NEW HAVEN	COLUMBUS ELEM RAD3 NEW HAVEN	255 BLATCHLEY	1
110889 NEW HAVEN	CONTE WEST HILLS	511 CHAPEL	1
	COOPERATIVE ARTS AND HUMANITIES HS	177 COLLEGE STREET	1
	DAVIS STREET MAGNET	35 DAVIS ST	1
110600 NEW HAVEN	EAST ROCK COMM SCH RAD3 NEW HAVEN	133 NASH	2
110893 NEW HAVEN	EDGEWOOD	737 EDGEWOOD	1
110831 NEW HAVEN	FAIR HAVEN MIDDLE RAD3 NEW HAVEN	164 GRAND	1
110626 NEW HAVEN	HIGH SCHOOL OF COMM. RAD3 NEW HAVEN	175 WATER	1
110590 NEW HAVEN	HILLCENTRAL/CUP/CLEMENTEELEMRAD3NEW HAVEN	140 DEWITT *PANEL IS IN THE CUP	1
110801 NEW HAVEN	HILLHOUSE HIGH SCH RAD3 NEW HAVEN	480 SHERMAN	1
	HILL REGIONAL CAREER	140 LEGION AVE	1
	HOOKER MIDDLE (NEW)	691 WHITNEY AVE	1
110608 NEW HAVEN	JEPSON OLD ELEM RAD3 NEW HAVEN	375 QUINNIPIAC MONTESSORI	1
110594	JEPSON NEW MIDDLE SCHO RAD3 NEW HAVEN	15 LEXINGTON	1
110902 NEW HAVEN	JOHN DANIELS SCHOOL	569 CONGRESS	1
110827 NEW HAVEN	JOHN S. MARTINEZ RAD3 NEW HAVEN	100 JAMES	1
110803 NEW HAVEN	KATHERINE BRENNAN RAD3 NEW HAVEN	200 WILMOT	1
110832 NEW HAVEN	KING ROBINSON RAD3 NEW HAVEN	150 FOURNIER	1
110838 NEW HAVEN	LINCOLN BASSETT ES RAD3 NEW HAVEN	130 BASSET	1
110605 NEW HAVEN	MAURO SHERIDAN RAD3 NEW HAVEN	191 FOUNTAIN	1
	METROPOLITAN BUSINESS ACADEMY	113 WATER ST	1
110598 NEW HAVEN	MICROSOCIETY RAD3 NEW HAVEN	311 VALLEY	1
110816 NEW HAVEN	NATHAN HALE SCHOOL RAD2 NEW HAVEN	480 TOWNSEND	1
	PRINCE NEW HORIZONS	103 HALLOCK STREET	1
	QUINNIPIAC SCHOOL (LEXINGTON SWING)	460 LEXINGTON	1
110834 NEW HAVEN	ROSS WOODWARD SCH RAD3 NEW HAVEN	185 BARNES	1
110811 NEW HAVEN	SOUND H.S. PANEL 1 RAD3 NEW HAVEN	SOUTH WATER	1
110837 NEW HAVEN	SOUND H.S. PANEL 2 RAD2 NEW HAVEN	SOUTH WATER	1
110593 NEW HAVEN	STRONG/ORCHARD RAD3 NEW HAVEN	130 ORCHARD	1
110606 NEW HAVEN	TROUP MIDDLE SCH *OS*3 NEW HAVEN	259 EDGEWOOD	1
110833 NEW HAVEN	TRUMAN SCHOOL RAD3 NEW HAVEN	114 TRUMAN	1
110813 NEW HAVEN	WILBUR CROSS H.S. RAD3 NEW HAVEN	181 MITCHELL	1
110591 NEW HAVEN	WORTHINGTON HOOKER ELEMENTARY (OLD)	180 CANNER	1



NEW HAVEN PUBLIC SCHOOLS

**Memorandum**

**To:** Finance and Operations Committee  
**From:** Michael J. Pinto, COO  
**Re:** F&O Agenda Item Request/Approval  
Legal Agreement with Shipman & Goodwin LLP re General Advice  
**Meeting Date:** June 17, 2019

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**Executive Summary:**

Approval is requested for the renewal of an Agreement by and between the New Haven Board of Education and Shipman & Goodwin LLC. One Constitution Plaza, Hartford, CT to provide legal services on an as-needed basis regarding general legal advice, including, but not limited to matters of statutory and regulatory interpretation and compliance and matters of general legal issues for the period of July 1, 2019 to June 30, 2020.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** Amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47700-56696

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance and matters of general legal issues where independent legal advice is appropriate.
- 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?**  
Legal services contracts are directly overseen by the Superintendent of Schools and Chief Operating Officer. Monthly invoices are reviewed for all individual cases and assignments. The firm has provided the District and Board of Education with sound legal opinions as well as review and assistance with District proposals with the potential to save the Board of Education significant sums of money. Strategy with respect to any matter or legal compliance is reviewed on a case-by-case basis to determine consistency and appropriateness of representation on all matters.
- 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 legal firm submitted its qualifications and proposal to the Superintendent and was selected to perform the services above described. New Haven Public Schools staff have developed excellent working relationships with firm attorneys who are responsive to District needs. The rates the firm charges are competitive given the credentials, expertise and experience of firm attorneys assigned to work on New Haven Public Schools' matters. The firm has also included executive and administrative training in its legal program; this has helped improve administrator knowledge and improves compliance and reduces future costs of non-compliance. Firm attorneys look forward to providing additional value added to their work by developing similar relationships with Board of Education members as well.

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

**AGREEMENT  
BY AND BETWEEN  
THE NEW HAVEN BOARD OF EDUCATION  
AND  
SHIPMAN & GOODWIN, LLP  
FOR  
LEGAL SERVICES REGARDING  
GENERAL LEGAL ADVICE**

**EXECUTED  
ORIGINAL**

**A18-0905**

**PART I**

*Nov.* This Agreement, consisting of Parts I and II, entered into this 14<sup>th</sup> day of September, 2018, effective the 1<sup>st</sup> day of July, 2018, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Shipman & Goodwin, LLP with offices at One Constitution Plaza, Hartford, Connecticut 06103 (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has determined that it needs the services of a law firm to provide general legal advice to the Board; 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 19047700-56696 pursuant Purchase Order No. 91390199-00 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 they shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be *Thomas B. Mooney, Esquire*, 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 consist of providing general legal advice on statutory and regulatory interpretation and compliance on matters of general legal issues, as noted in Exhibit A, attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

205. Where work encompassed under Section 2 will extend past the termination date of this Agreement, within 30 days of the expiration of the Agreement, the Contractor shall furnish to the Board a written projection of both future costs and time required in order to complete the work encompassed under Section 2. There shall be no monetary charge to the Board for the preparation of such written projection.

206. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

### **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 Eighty Thousand Dollars and Zero Cents (\$80,000.00), dispersed as follows:

1. Three Hundred Twenty-Five Dollars and Zero Cents (\$325.00) blended, per hour, for services provided by Thomas B. Mooney, Esq., Leander Dolphin, Esq., Melika Forbes, Esq. and Natalie Wagner, Esq. or another partner of the Contractor.
2. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.

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 are conditioned upon on approval of itemized Statements, with attached invoices, CERTIFIED by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. The original of each such Statement shall be sent to the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment. In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall comply with "billing Procedure for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

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 will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. The Contractor is responsible for the payment of all premiums. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

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

603. Intentionally left blank.

## **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 Exhibit A or 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:** Thomas B. Mooney, Esq.  
Shipman & Goodwin.  
One Constitution Plaza  
Hartford, Connecticut 06103

**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:

*Erin Flanagan*

NEW HAVEN BOARD OF EDUCATION

BY:

*[Signature]*  
Darnell Goldson  
Board President

Approved as to Form  
and Correctness

*[Signature]*

Kathleen M. Foster  
Senior Assistant Corporation Counsel

WITNESS:

*Linda Badolato*

Linda Badolato

SHIPMAN & GOODWIN, LLP.

BY:

*[Signature]*  
Thomas B. Mooney, Esq.  
Partner



**EXHIBIT A**

Thomas B. Mooney  
Phone: (860) 251-5710  
Fax: (860) 251-5215  
tmooney@goodwin.com

August 10, 2018

William F. Clark, Esq.  
Chief Operating Officer  
New Haven Board of Education  
54 Meadow Street  
New Haven, CT 06519

Re: Legal Representation

Dear Will:

We appreciate the opportunity to provide legal services to the New Haven Public Schools. It is our practice, in accordance with the Rules of Professional Conduct, to confirm in writing the identity of any client we represent, the nature of our undertaking for that client, and the billing and payment arrangements with respect to our legal services. This letter and the attached Terms of Representation constitute the engagement agreement ("Agreement") between us and describe the scope and terms of our engagement. If you have any questions or concerns about the terms of our representation, please let me know promptly.

We have agreed to represent the New Haven Public Schools in connection with the following matters:

- a. **Litigation-Related Matters - \$60,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, litigation, investigations and other general legal matters.**

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William F. Clark, Esq.  
August 10, 2018  
Page Two

- b. **Labor-Related Matters - \$60,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters.**
- c. **General Advice - \$80,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance on matters of general legal issues.**

We understand that the specified amounts are authorized maximums for the 2018-2019 school year, and further that action by the Board of Education will be required to authorize additional expenditures, if necessary.

At this time, we will not require a retainer from the New Haven Public Schools, although prior to commencing other matters, such as litigation, a retainer may be required. As has been our prior practice, the New Haven Public Schools will be billed directly and agrees to be responsible for all charges incurred under this engagement. Please see the attached terms of representation for further details regarding this engagement.

My colleagues Leander Dolphin, Melika Forbes, Natalie Wagner and I will have primary responsibility for this representation. As appropriate, other attorneys and paralegals may also provide services to the New Haven Board of Education. In accordance with our proposal to the New Haven Board of Education dated May 17, 2018, we will charge the New Haven Board of Education a blended hourly rate of \$325 per hour for the 2018-2019 fiscal year. In addition, and at no cost to the New Haven Board of Education, we will create a leadership academy in consultation with the Superintendent for up to twenty emerging school leaders, which will run eight times each year for two hour periods. Furthermore, we will provide annually without charge a two-hour professional development presentation on a topic of the Superintendent's choice. Lastly, we will provide the New Haven Public Schools with access to our Model Policies and will waive our customary fees associated with the same.

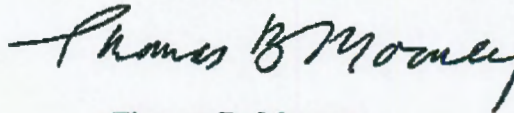
We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

If the foregoing is acceptable, please acknowledge the New Haven Board of Education's understanding and agreement by signing and returning a copy of this letter. We confirm our understanding that both the New Haven Board of Education and our firm must agree to any changes to these terms in writing.

William F. Clark, Esq.  
August 10, 2018  
Page Three

We appreciate the confidence of the New Haven Board of Education in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,



Thomas B. Mooney

Enclosure

cc: Mr. Darnell Goldson, Chairperson  
Dr. Carol D. Birks, Superintendent

**ACCEPTED AND AGREED:**

**NEW HAVEN BOARD OF EDUCATION**

By: \_\_\_\_\_  
William F. Clark, Esq.  
Chief Operating Officer

Date: \_\_\_\_\_

**EXHIBIT B**

**STUDENT DATA PRIVACY AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

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

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to Agreement A18-0905 or any other legal 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 the Agreement A18-0905.
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.



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** Finance and Operations Committee

**From:** Michael J. Pinto, COO

**Re:** F&O Agenda Item Request/Approval  
Legal Agreement with Shipman & Goodwin LLP re Labor related matters

**Meeting Date:** June 17, 2019

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**Executive Summary:**

Approval is requested for the renewal of an Agreement by and between the New Haven Board of Education and Shipman & Goodwin LLC. One Constitution Plaza, Hartford, CT to provide legal service for the New Haven Board of Education on an as-needed basis regarding labor-related matters including, but not limited to matters of statutory and regulatory interpretation and compliance, Education law and contract compliance, investigations, negotiations and other legal matters, for the period of July 1, 2019 to June 30, 2020.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** Amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-47700-56696

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance, Education law and contract compliance, investigations, negotiations and other legal matters where independent legal advice is appropriate.
- 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?**  
Legal services contracts are directly overseen by the Superintendent and Chief Operating Officer. Monthly invoices are reviewed for all individual cases and assignments. Strategy with respect to litigation defense or compliance is reviewed on a case by case basis to determine consistency and appropriateness of representation on all matters. The firm has provided assistance with successful contract negotiations this past year, and have laid the groundwork for concluding two additional successful negotiations in the 2019-2020 fiscal year.
- 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 legal firm submitted its qualifications and proposal to the Superintendent and was selected to perform the services above described.

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

EXECUTED  
ORIGINAL

AGREEMENT  
BY AND BETWEEN  
THE NEW HAVEN BOARD OF EDUCATION  
AND  
SHIPMAN & GOODWIN, LLP  
FOR  
LEGAL SERVICES REGARDING  
LABOR RELATED MATTERS

A18-0906

PART I

*Nov.* This Agreement, consisting of Parts I and II, entered into this 14<sup>th</sup> day of ~~September~~, 2018, effective the 1<sup>st</sup> day of July, 2018, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Shipman & Goodwin, LLP with offices at One Constitution Plaza, Hartford, Connecticut 06103 (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has determined that it needs the services of a law firm to provide legal advice to the Board on statutory and regulatory interpretation and compliance, education law, contract compliance, investigations, negotiations and other legal matters; 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 19047700-56696 pursuant Purchase Order No. 91390200-01 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 *Thomas B. Mooney, Esquire*, 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 consist of providing general legal advice on statutory and regulatory interpretation and compliance, education law, contract compliance, investigations, negotiations and other legal matters, as noted in Exhibit A, attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

205. Where work encompassed under Section 2 will extend past the termination date of this Agreement, within 30 days of the expiration of the Agreement, the Contractor shall furnish to the Board a written projection of both future costs and time required in order to complete the work encompassed under Section 2. There shall be no monetary charge to the Board for the preparation of such written projection.

206. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

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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 Exhibit A or Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

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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.

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**CONTRACTOR:** Thomas B. Mooney, Esq.  
Shipman & Goodwin.  
One Constitution Plaza  
Hartford, Connecticut 06103

**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:

*Kevin Lannigan*

NEW HAVEN BOARD OF EDUCATION

BY:

*[Signature]*  
Darnell Goldson  
Board President

Approved as to Form  
and Correctness

*[Signature]*

Kathleen M. Foster  
Senior Assistant Corporation Counsel

WITNESS:

*Ruina Badolato*

Linda Badolato

SHIPMAN & GOODWIN, LLP.

BY:

*Thomas B. Mooney*  
Thomas B. Mooney, Esq.  
Partner



## EXHIBIT A

Thomas B. Mooney  
Phone: (860) 251-5710  
Fax: (860) 251-5215  
tmooney@goodwin.com

August 10, 2018  
REVISED October 3, 2018

William F. Clark, Esq.  
Chief Operating Officer  
New Haven Board of Education  
54 Meadow Street, Floor 3  
New Haven, CT 06519-1719

Re: Legal Representation

Dear Will:

We appreciate the opportunity to provide legal services to the New Haven Public Schools. It is our practice, in accordance with the Rules of Professional Conduct, to confirm in writing the identity of any client we represent, the nature of our undertaking for that client, and the billing and payment arrangements with respect to our legal services. This letter and the attached Terms of Representation constitute the engagement agreement ("Agreement") between us and describe the scope and terms of our engagement. If you have any questions or concerns about the terms of our representation, please let me know promptly.

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William F. Clark, Esq.  
August 10, 2018  
REVISED October 3, 2018  
Page Two

- b. **Labor-Related Matters** - \$50,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters.
- c. **General Advice** - \$80,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance on matters of general legal issues.

We understand that the specified amounts are authorized maximums for the 2018-2019 school year, and further that action by the Board of Education will be required to authorize additional expenditures, if necessary.

At this time, we will not require a retainer from the New Haven Public Schools, although prior to commencing other matters, such as litigation, a retainer may be required. As has been our prior practice, the New Haven Public Schools will be billed directly and agrees to be responsible for all charges incurred under this engagement. Please see the attached terms of representation for further details regarding this engagement.

My colleagues Leander Dolphin, Melika Forbes, Natalie Wagner and I will have primary responsibility for this representation. As appropriate, other attorneys and paralegals may also provide services to the New Haven Board of Education. In accordance with our proposal to the New Haven Board of Education dated May 17, 2018, we will charge the New Haven Board of Education a blended hourly rate of \$325 per hour for the 2018-2019 fiscal year. In addition, and at no cost to the New Haven Board of Education, we will create a leadership academy in consultation with the Superintendent for up to twenty emerging school leaders, which will run eight times each year for two hour periods. Furthermore, we will provide annually without charge a two-hour professional development presentation on a topic of the Superintendent's choice. Lastly, we will provide the New Haven Public Schools with access to our Model Policies and will waive our customary fees associated with the same.

We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

If the foregoing is acceptable, please acknowledge the New Haven Board of Education's understanding and agreement by signing and returning a copy of this letter.

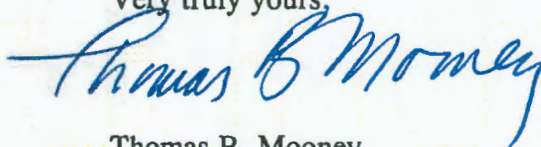


William F. Clark, Esq.  
August 10, 2018  
REVISED October 3, 2018  
Page Three

We confirm our understanding that both the New Haven Board of Education and our firm must agree to any changes to these terms in writing.

We appreciate the confidence of the New Haven Board of Education in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,



Thomas B. Mooney

Enclosure

cc: Mr. Darnell Goldson, Chairperson  
Dr. Carol D. Birks, Superintendent

**ACCEPTED AND AGREED:**

**NEW HAVEN BOARD OF EDUCATION**

**By:**

\_\_\_\_\_  
William F. Clark, Esq.  
Chief Operating Officer

**Date:**

\_\_\_\_\_

## EXHIBIT B

### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

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

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to Agreement A18-0906 or any other legal 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 the Agreement A18-0906.

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.



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** Finance and Operations Committee

**From:** Michael J. Pinto, COO

**Re:** F&O Agenda Item Request/Approval  
Legal Services Agreement with Shipman & Goodwin LLC re Litigation Matters

**Meeting Date:** June 17, 2019

---

### **Executive Summary:**

Approval is requested for an Agreement by and between the New Haven Board of Education and Shipman & Goodwin, LLC, One Constitution Plaza, Hartford, CT to provide legal services for the New Haven Board of Education on an as-needed basis regarding Litigation matters, including but not limited to matters of statutory and regulatory interpretation and compliance, investigations and other general legal matters, for the period of July 1, 2019 to June 30, 2020.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** Amount not to exceed \$50,000.

**Funding Source:** 2019-2010 Operating Budget  
Acct. #190-47700-56696

### **Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance, litigation, investigations and other general legal matters where independent legal advice is appropriate.
- 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?**  
Legal services contracts are directly overseen by the Superintendent and Chief Operating Officer. Monthly invoices are reviewed for all individual cases and assignments. Strategy with respect to litigation defense or compliance is reviewed on a case-by-case basis to determine consistency and appropriateness of representation on all matters. The firm has worked consistently with the District to assist in reducing liability exposure and to reduce litigation costs.
- 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 legal firm submitted its qualifications and proposal to the Superintendent and was selected to perform the services above described. The rates the firm charges are competitive given the credentials, expertise and experience of firm attorneys assigned to work on New Haven Public Schools' matters. The firm has also included executive and administrative training in its legal program; this improves administrator knowledge reducing the costs of future litigation. The cost of the contract is a reduction from the \$2018-2019 fiscal year.

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

**EXECUTED  
ORIGINAL**

**AGREEMENT  
BY AND BETWEEN  
NEW HAVEN BOARD OF EDUCATION  
AND  
SHIPMAN & GOODWIN, LLP  
FOR  
LEGAL SERVICES REGARDING  
LITIGATION AND GENERAL MATTERS**

**A18-0904**

**PART I**

*Nov.* This Agreement, consisting of Parts I and II, entered into this 14<sup>th</sup> day of September, 2018, effective the 1<sup>st</sup> day of July, 2018, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Shipman & Goodwin, LLP with offices at One Constitution Plaza, Hartford, Connecticut 06103 (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has determined that it needs the services of a law firm to provide legal advice to the Board on statutory and regulatory interpretation and compliance, litigation, investigations and other general legal matters; 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 19047700-56696 pursuant Purchase Order No. 91390201-00 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 they shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be *Thomas B. Mooney, Esquire*, 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 consist of providing general legal advice on statutory and regulatory interpretation and compliance, litigation, investigations and other general legal matters, as noted in Exhibit A, attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00).

205. Where work encompassed under Section 2 will extend past the termination date of this Agreement, within 30 days of the expiration of the Agreement, the Contractor shall furnish to the Board a written projection of both future costs and time required in order to complete the work encompassed under Section 2. There shall be no monetary charge to the Board for the preparation of such written projection.

206. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

**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 Sixty Thousand Dollars and Zero Cents (\$60,000.00), dispersed as follows:

1. Three Hundred Twenty-Five Dollars and Zero Cents (\$325.00) blended, per hour, for services provided by Thomas B. Mooney, Esq., Leander Dolphin, Esq., Melika Forbes, Esq. and Natalie Wagner, Esq, or another partner of the Contractor.
2. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.

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 are conditioned upon on approval of itemized Statements, with attached invoices, CERTIFIED by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. The original of each such Statement shall be sent to the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment. In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall comply with "billing Procedure for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

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 will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. The Contractor is responsible for the payment of all premiums. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

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

603. Intentionally left blank.



## **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 Exhibit A or 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:** Thomas B. Mooney, Esq.  
Shipman & Goodwin.  
One Constitution Plaza  
Hartford, Connecticut 06103

**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:**

*Jonin Flanagan*

**NEW HAVEN BOARD OF EDUCATION**

**BY:**

*[Signature]*  
**Darnell Goldson  
Board President**

**Approved as to Form  
and Correctness**

*KM Foster*

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

**WITNESS:**

*Linda Badolato*

*Linda Badolato*

**SHIPMAN & GOODWIN, LLP.**

**BY:**

*Thomas B. Mooney*  
**Thomas B. Mooney, Esq.  
Partner**



**EXHIBIT A**

Thomas B. Mooney  
Phone: (860) 251-5710  
Fax: (860) 251-5215  
tmooney@goodwin.com

August 10, 2018

William F. Clark, Esq.  
Chief Operating Officer  
New Haven Board of Education  
54 Meadow Street  
New Haven, CT 06519

Re: Legal Representation

Dear Will:

We appreciate the opportunity to provide legal services to the New Haven Public Schools. It is our practice, in accordance with the Rules of Professional Conduct, to confirm in writing the identity of any client we represent, the nature of our undertaking for that client, and the billing and payment arrangements with respect to our legal services. This letter and the attached Terms of Representation constitute the engagement agreement ("Agreement") between us and describe the scope and terms of our engagement. If you have any questions or concerns about the terms of our representation, please let me know promptly.

We have agreed to represent the New Haven Public Schools in connection with the following matters:

- a. **Litigation-Related Matters - \$60,000 - To provide legal services to the New Haven Board of Education on matters or statutory and regulatory interpretation and compliance, litigation, investigations and other general legal matters.**

6894366v1

William F. Clark, Esq.  
August 10, 2018  
Page Two

- b. **Labor-Related Matters - \$60,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, education law and contract compliance, investigations, negotiations and other legal matters.**
- c. **General Advice - \$80,000 - To provide legal services to the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance on matters of general legal issues.**

We understand that the specified amounts are authorized maximums for the 2018-2019 school year, and further that action by the Board of Education will be required to authorize additional expenditures, if necessary.

At this time, we will not require a retainer from the New Haven Public Schools, although prior to commencing other matters, such as litigation, a retainer may be required. As has been our prior practice, the New Haven Public Schools will be billed directly and agrees to be responsible for all charges incurred under this engagement. Please see the attached terms of representation for further details regarding this engagement.

My colleagues Leander Dolphin, Melika Forbes, Natalie Wagner and I will have primary responsibility for this representation. As appropriate, other attorneys and paralegals may also provide services to the New Haven Board of Education. In accordance with our proposal to the New Haven Board of Education dated May 17, 2018, we will charge the New Haven Board of Education a blended hourly rate of \$325 per hour for the 2018-2019 fiscal year. In addition, and at no cost to the New Haven Board of Education, we will create a leadership academy in consultation with the Superintendent for up to twenty emerging school leaders, which will run eight times each year for two hour periods. Furthermore, we will provide annually without charge a two-hour professional development presentation on a topic of the Superintendent's choice. Lastly, we will provide the New Haven Public Schools with access to our Model Policies and will waive our customary fees associated with the same.

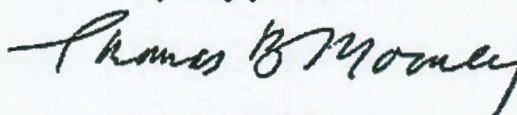
We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

If the foregoing is acceptable, please acknowledge the New Haven Board of Education's understanding and agreement by signing and returning a copy of this letter. We confirm our understanding that both the New Haven Board of Education and our firm must agree to any changes to these terms in writing.

William F. Clark, Esq.  
August 10, 2018  
Page Three

We appreciate the confidence of the New Haven Board of Education in our firm and assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,



Thomas B. Mooney

Enclosure

cc: Mr. Darnell Goldson, Chairperson  
Dr. Carol D. Birks, Superintendent

**ACCEPTED AND AGREED:**

**NEW HAVEN BOARD OF EDUCATION**

**By:**

\_\_\_\_\_  
William F. Clark, Esq.  
Chief Operating Officer

**Date:**

## EXHIBIT B

### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

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

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to Agreement A18-0904 or any other legal 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 the Agreement A18-0904.
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.





NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** Finance and Operations Committee

**From:** Michael J. Pinto, COO

**Re:** F&O Agenda Item/Approval  
Legal Services Agreement for Berchem, Moses & Devlin re Special Education  
and General Matters

**Meeting Date:** June 17, 2019

---

**Executive Summary:**

Approval is requested for an Agreement by and between the New Haven Board of Education and Berchem Moses, P.C., 75 Broad Street, Milford, CT to provide legal services for the New Haven Board of Education on matters of statutory and regulatory interpretation and compliance, Special Education compliance, litigation, investigations, negotiations and other legal matters, for the period of July 1, 2019 to June 30, 2020.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** Amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget, Acct. #190-47700-56696

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
Outside legal services represent a critical support for the Board of Education on matters of statutory and regulatory interpretation and compliance, Special Education compliance, litigation, investigations, negotiations and other legal matters where independent legal advice is appropriate.
- 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?**  
Legal services contracts are directly overseen by the Superintendent and Chief Operating Officer. Monthly invoices are reviewed for all individual cases and assignments. Strategy with respect to litigation defense or compliance is reviewed on a case-by-case basis to determine consistency and appropriateness of representation on all matters. The firm has provided excellent value in the area of Special Education law, an area of critical importance to the New Haven Public Schools.
- 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.**  
The negotiated legal fees are at market rate for the legal services provided. Senior Partners with decades long experience in litigation, student matters, Special Education, and general legal matters are assigned to the Board of Education under this contract. These attorneys and their firm are locally and nationally recognized experts in their respective fields. The firm has provided excellent representation to the BOE over the years. They have established very positive working relationships with BOE staff and have a great understanding of our processes and protocols thus allowing for cost effective representation and problem solving. The firm has successfully negotiated, mediated, settled and litigated dozens of cases for the BOE resulting in significant cost avoidance, consistent legal compliance and appropriate training and support where needed. The firm also has an excellent working relationship with the Office of Corporation Counsel and City of New Haven Human Resources and Labor Relations Departments, which also provides significant value added benefit City and Board of Education.

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

**AMENDMENT #1  
TO THE AGREEMENT  
BY AND BETWEEN  
THE NEW HAVEN BOARD OF EDUCATION  
AND  
BERCHEM MOSES, P.C.  
FOR  
LEGAL SERVICES**

**EXECUTED  
ORIGINAL**

**PART 1**

This Amendment No. 1, entered into this 11<sup>th</sup> day of February, 2019 effective the 1<sup>st</sup> day of July, 2018, by and between the New Haven Board of Education (hereinafter referred to as the "Board") and Berchem Moses, P.C., with a business address of 75 Broad Street, Milford, Connecticut 06460 (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has entered into an agreement with the Contractor effective July 1, 2018 (A18-0821), to assist it with legal services regarding litigation, labor relations, student matters, and labor negotiations, including, but not limited to , research of legal issues and investigation matters; and

**WHEREAS**, the Board has been and continues to be satisfied with all of the services rendered to it by the Contractor under the Agreement; and

**WHEREAS**, the compensation necessary for the work required of the contractor has exceeded the original expectation of the parties; and

**WHEREAS**, the Board and the Contractor desire to amend the Agreement to increase the compensation by Nineteen Thousand Dollars and Zero Cents (\$19,000.00); and

**WHEREAS**, funds for this Agreement are available from Account No. 190-47700-56696, pursuant to Purchase Order No. 91390202, FY 2019.

**NOW THEREFORE**, the Board and the Contractor mutually agree to amend the Agreement as follows:

Delete Section 5, paragraph 501 and replace with the following:

**SECTION 5: COMPENSATION**

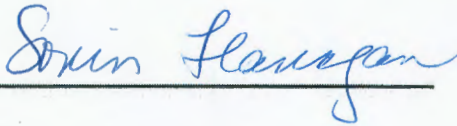
"...501. The Board shall compensate the Contractor for Satisfactory performance of the services required under Section 2 of this Agreement in an amount not to exceed Ninety Nine Thousand Dollars and Zero Cents (\$99,000.00), dispersed as follows..."

Subsections 1 through 4 shall remain the same.

**Except as modified herein by this Amendment No. 2, all terms and conditions of the Agreement remain unchanged and in full force and effect.**

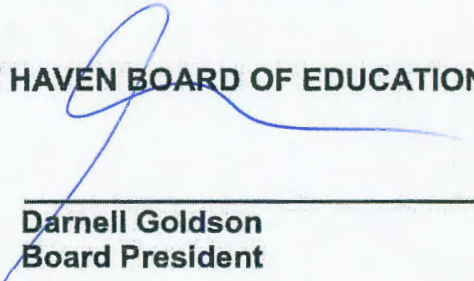
**IN WITNESS WHEREOF**, the Board and the Contractor have executed two (2) counterparts of this Amendment No. 1 as of the date first above written.

**WITNESS:**

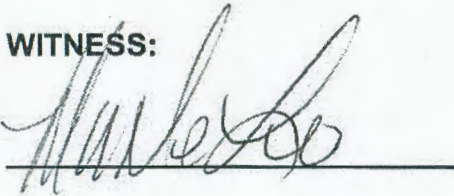


**NEW HAVEN BOARD OF EDUCATION**

**BY:**

  
**Darnell Goldson  
Board President**

**WITNESS:**



**BERCHEM MOSES, P.C.**

**BY:**

  
**Floyd J. Dugas, Esquire  
Duly Authorized**

**AGREEMENT  
BY AND BETWEEN  
THE NEW HAVEN BOARD OF EDUCATION  
AND  
BERCHEM, MOSES, P.C.  
FOR  
LEGAL SERVICES**

EXECUTED  
ORIGINAL

**A18-0821**

**PART I**

This Agreement, consisting of Parts I and II, entered into this <sup>16<sup>th</sup></sup> day of October, 2018, effective the 1<sup>st</sup> day of July, 2018, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and Berchem, Moses, PC with offices at 75 Broad Street Milford, Connecticut 06460 (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has determined that it needs the services of a law firm to provide legal advice to the Board on litigation, labor relations, student matters, and labor negotiations, including, but not limited to, research of legal issues and investigation of personnel matters; 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 190-47700-56696 pursuant Purchase Order No. 91390202-01 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 *Floyd J. Dugas, Esquire*, 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 consist of providing general legal advice on a variety of matters, as noted in Exhibit A under the subtitle "Labor Relations", attached hereto and incorporated herein by reference. The total value of the agreement, as set forth in Section 501 shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

205. Where work encompassed under Section 2 will extend past the termination date of this Agreement, within 30 days of the expiration of the Agreement, the Contractor shall furnish to the Board a written projection of both future costs and time required in order to complete the work encompassed under Section 2. There shall be no monetary charge to the Board for the preparation of such written projection.

206. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

**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 Eighty Thousand Dollars and Zero Cents (\$80,000.00), dispersed as follows:

1. Two Hundred Forty-Five Dollars and Zero Cents (\$245.00) per hour, for services provided by Floyd Dugas, Esquire, or another partner of the Contractor.
2. Two Hundred Twenty-Five Dollars and Zero Cents (\$225.00) per hour for services provided by Senior Counsel.
3. One Hundred Ninety Dollars and Zero Cents (\$190.00) per hour for services provided by associates of the Contractor.
4. One Hundred Five Dollars and Zero Cents (\$105.00) per hour for paralegal assistance.
5. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.

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 are conditioned upon on approval of itemized Statements, with attached invoices, CERTIFIED by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. The original of each such Statement shall be sent to the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment. In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall comply with "billing Procedure for City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

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 will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. The Contractor is responsible for the payment of all premiums. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

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

603. Intentionally left blank.

**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 Exhibit A or 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:** Floyd J. Dugas, Esq.  
Berchem, Moses, P.C.  
75 Broad Street  
Milford, Connecticut 06460

**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:**

*Souin Hanson*

**NEW HAVEN BOARD OF EDUCATION**

**BY:**

*[Signature]*  
**Darnell Goldson**  
**Board President**

**Approved as to Form and Correctness**

*[Signature]*

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

**WITNESS:**

*[Signature]*

**BERCHEM, MOSES, P.C.**

**BY:**

*[Signature]*  
**Floyd J. Dugas, Esq.**  
**Partner**



BERCHEM MOSES.COM

## EXHIBIT A

75 Broad Street  
Milford, CT 06460  
T: 203.783.1200  
F: 203.878.2235

1221 Post Road East  
Westport, CT 06880  
T: 203.227.9545  
F: 203.226.1641

Robert L. Berchem  
Marsha Belman Moses  
Stephen W. Studer ▶  
Richard J. Buturla  
Floyd J. Dugas  
Rolan Joni Young  
Ira W. Bloom  
Jonathan D. Berchem \*  
Michelle C. Laubin ◆  
Gregory S. Kimmel  
Christopher M. Hodgson  
Christine Owens Morgan  
Mario F. Coppola  
Meredith G. Dicitte  
Ryan P. Driscoll ◆◆  
Bryan L. LeClerc ◆  
Brian A. Lema  
Douglas E. LoMonte  
Brian W. Smith  
Christine A. Sullivan

Paula N. Anthony ◆  
Alfred P. Bruno  
Jacob P. Bryniczka  
Eileen Lavigne Flug  
Peter V. Gelderman ◊  
Warren L. Holcomb ■  
Desi Imetovski  
Eugene M. Kimmel

Nicholas R. Bamonte  
Eric Barba ■  
Richard C. Buturla  
Edwin D. Colon ◆  
Carolyn Mazanec Dugas  
Matthew D. Glennon  
Rebecca E. Goldberg  
John Y. Khalil  
Justin Stanko  
Matthew L. Studer  
Christopher J. Sugar

- - Also Admitted in CA
- ◊ - Also Admitted in IL
- ▶ - Also Admitted in MA
- - Also Admitted in NJ
- ◆ - Also Admitted in NY
- \* - Also Admitted in PA

PLEASE REPLY TO  
MILFORD OFFICE

July 23, 2018

Sonia Flanagan  
Executive Administrative Assistant  
Chief of Operations Office  
New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519

**Re: Scope of Services and Rates**

Dear Sonia:

As requested, the following is the scope of services for the service contract between Berchem Moses PC and the New Haven Board of Education for the 2018-19 fiscal year, together with the rates and contract maximum agreed upon of \$80,000:

**LITIGATION** -- to provide legal services on an as-needed basis regarding all types of litigation services, including, but not limited to, all state and federal court litigation, CHRO litigation, and student services related litigation.

Rates: \$255 Partner; \$235 Senior Counsel; \$195 Associates;  
\$115 Paralegal

**LABOR RELATIONS** -- to provide legal advice to the Board of Education including, but not limited to, research of legal issues, representation of the Superintendent in teacher termination hearings, personnel investigations, personnel grievances and related labor issues.

Same rates.

**STUDENTS** -- to provide legal services to the Board on an as needed basis regarding education law, special education, and other student-related matters and pre-litigation work.

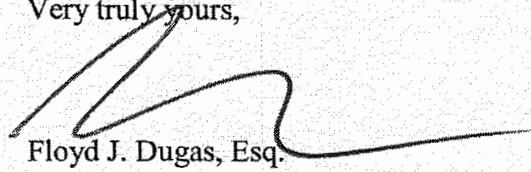
Same rates.

Sonia Flanagan  
July 23, 2018  
Page 2

**NEGOTIATIONS** -- to provide legal services for the negotiation of various labor agreements.

Same rates.

Very truly yours,

A handwritten signature in black ink, appearing to read "Floyd J. Dugas, Esq.", written over a horizontal line.

FJD/md

**EXHIBIT B**

**STUDENT DATA PRIVACY AGREEMENT  
SPECIAL TERMS AND CONDITIONS**

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

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to Agreement A18-0821 or any other legal 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 the Agreement A18-0821.

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:

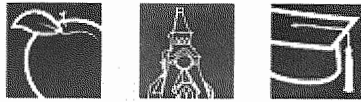
Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the 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.



## NEW HAVEN PUBLIC SCHOOLS

# Memorandum

**To:** Finance and Operations Committee

**From:** Michael J. Pinto, COO

**Re:** F&O Agenda Item Request/Approval  
Legal Agreement with W. Martyn Philpot

**Meeting Date:** June 17, 2019

---

### **Executive Summary:**

Approval is requested for the renewal of an Agreement with W. Martyn Philpot, LLC, 409 Orange Street, New Haven, CT to provide legal services to the Board of Education in such areas as general advice, leases/contracts, pupil personnel, expulsions, special education, and arbitration/litigation from July 1, 2019 to June 30, 2020.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** An amount not to exceed \$80,000.

**Funding Source:** 2019-2020 Operating Budget, Acct. #190-47700-56696

### **Key Questions:**

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

Attorney Philpot and his firm have been strong advocate and legal counsel for the BOE on a variety of student and litigation matters for this past years and years prior. The nature of the BOE business requires the use of legal counsel on matters such as contested expulsions and litigation. Attorney Philpot and his firm have successfully represented the BOE in numerous expulsion matters as well as selective litigation in court and at the CHRO. Over the past year their record both in expulsion matters as well as contested litigation has been excellent.

**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?**

Evidence of effectiveness is measured both in the results of contested cases and in the review of billing on a per case basis. The rates charged under this contract are very competitive and the service provided is exemplary. Over the last year in particular Attorney Philpot has successfully resolved a number of contested CHRO matters in favor of the District. These cases could have had significant exposure for the District but through his competent representation and defense of the BOE favorable results were achieved.

**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 is a fiscally sound contract based on the need for the services, the competitive rates and the results. This is a local New Haven firm with a solid reputation and a deep knowledge of the BOE processes and staff.

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

EXECUTED  
ORIGINAL

AGREEMENT  
BY AND BETWEEN  
NEW HAVEN BOARD OF EDUCATION  
AND  
LAW OFFICE OF W. MARTYN PHILPOT, JR., LLC  
FOR  
GENERAL LEGAL SERVICES

A18-0814

PART I

16th This Agreement, consisting of Parts I and II and Exhibits A and B, entered this day of October 2018, effective the 1st day of July, 2018, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and the Law Office of W. Martyn Philpot, Jr., LLC, with offices at 409 Orange Street, New Haven, Connecticut. (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has determined that it needs the services of an attorney to provide it with general advice and opinions, leases, contracts, expulsions, personnel investigations, administrative hearings, and litigation defense, among other things; 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 190-47700-56696, pursuant Purchase Order No. 91390203 – 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 the *William F. Clark, Esq., Chief Operating Officer*, 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 *W. Martyn Philpot, Esquire*, 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 Marshall 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 employees or officials and with other persons or entities, as necessary, including State and Federal officials.

203. The services to be performed by the Contractor shall consist of providing general legal advice and services to the Board as described in Exhibit A, attached hereto and incorporated herein by reference at the blended and discounted hourly rate of \$220 per hour. The total amount payable hereunder shall not exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00).

204. Because the extent of the specific tasks to be performed under Section 203 cannot be defined precisely in advance, the Contractor makes no representation that the work undertaken will be complete at the conclusion of the Contractor's services under this Agreement. However, the Contractor shall perform so much of the scope of services set out above, as directed by the Board, as may be performed within the limits imposed by Section 4 and Section 5 and shall not perform work in excess of such limits without written amendment to this Agreement. If it appears to the Contractor that work or tasks the Contractor is directed to perform by the Board will cause the Contractor to exceed the stated limits, the Contractor must immediately notify the Board.

205. Where work encompassed under Section 2 will extend past the termination date of this Agreement, within 30 days of the expiration of the Agreement, the Contractor shall furnish to the Board a written projection of both future costs and time required in order to complete the work encompassed under Section 2. There shall be no monetary charge to the Board for the preparation of such written projection.

206. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

### **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 Eighty Thousand Dollars and Zero Cents (\$80,000.00), dispersed as follows and as more fully set out in Exhibit A, attached hereto and incorporated herein by reference:

- a. Two Hundred Five Dollars and Zero Cents (\$220.00) per hour for services referenced above and accepted by the Board for services provided by Attorney W. Martyn Philpot, Jr. and any junior partner or associate of the firm.
- b. The Board will reimburse the Contractor for the actual invoice cost of out-of-state telephone calls; extraordinary printing, graphics or reproduction costs; and, when requested by the Board, special delivery or courier costs. No other direct costs incurred by the Contractor in performing legal services under this Agreement will be reimbursed by the Board without the Board's express prior written approval.
- c. The Board will reimburse the Contractor for the actual invoice cost of independent medical examinations, accident reports, medical reports, sheriff's fees, deposition fees, or any out-of-state travel expense or other costs necessary to the defense of the Board.

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 are conditioned upon on approval of itemized Statements, with attached invoices,

**CERTIFIED** by the Contractor and submitted not more often than once a month. Each Statement shall itemize each function performed, the time spent on each function, and the fee charged for each function, based upon the fee amounts set forth in Sections 501. **The original of each such Statement shall be sent to the New Haven Board of Education, or to such other person or entity as may be designated by the Board, within thirty (30) days of the conclusion of the billing month. Statements submitted more than thirty (30) days after the conclusion of the billing month shall not be honored for payment.** In addition, the Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs in connection with work performed under this Agreement as it deems necessary. The Contractor shall adhere to "Billing Procedures for the City of New Haven Contractors" attached hereto and incorporated herein by reference. Where "Billing Procedure" conflicts with Part 1, Part 1 shall control.

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 will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. The Contractor is responsible for the payment of all premiums. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

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

603. Intentionally left blank.

#### **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:** W. Martyn Philpot, Jr., Esquire  
409 Orange Street  
New Haven, Connecticut 06511

**BOARD:** William Clark, Esq., Chief Operating Officer  
New Haven Board of Education  
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:

Erin Hanson

NEW HAVEN BOARD OF EDUCATION

BY:

Darnell Goldson  
President

Approved as to Form and  
Correctness

Kathleen M. Foster  
Senior Assistant Corporation Counsel

WITNESS:

Stacey Kroop  
Stacey Kroop

LAW OFFICE OF W. MARTYN  
PHILPOT, JR., LLC

BY:

W. Martyn Philpot, Jr., Esq.

CITY OF NEW HAVEN  
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES  
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this

Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a "public contract" as defined in section 12 ½ -19(o) of the City's Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's

representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment



practices, policies, programs and statistics of the Contractor and its subcontractors, if any;

- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
  - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
  - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
  - (c) Cancellation of this Agreement;
  - (d) Recovery of specified monetary penalties;
  - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement

may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

# EXHIBIT A



LAW OFFICE OF  
W. MARTYN PHILPOT, JR., L. L. C.  
409 ORANGE STREET, NEW HAVEN, CONNECTICUT 06511-6406

W. MARTYN PHILPOT, JR.  
ROBERT J. VONTELL

TEL (203) 624-4666  
FAX (203) 624-5050

EMAIL: lawoffice@philpotlaw.net

July 26, 2018

HAND-DELIVERED

Sonia Flanagan  
Executive Administrative Assistant  
to the Chief Operating Officer  
New Haven Board of Education  
54 Meadow Street  
New Haven, CT 06519

Re: Renewal of Agreement for Legal Services

Dear Ms. Flanagan:

As per your request, the following is this firm's Scope of Services to be performed by the Law Office of W. Martyn Philpot, Jr., LLC at the request of the Board and the Superintendent:

- ◆ General Legal Advice/Opinions
- ◆ Contracts/Leases
- ◆ Expulsions
- ◆ Personnel Investigations
- ◆ Litigation Defense
- ◆ Administrative Hearings, including but not limited to the Commission on Human Rights and Opportunities.

Our modified hourly rate is \$220 per hour<sup>1</sup> and the total compensation for the terms of the contract is Eighty Thousand Dollars (\$80,000.00),

If you need any additional information, please do not hesitate to contact the undersigned at anytime. Thank you for your attention to this matter.

Sincerely, I remain

W. Martyn Philpot, Jr.

WMP:sbk

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<sup>1</sup> This firm's regular billing rate is \$400 per hour.



LAW OFFICE OF  
W. MARTYN PHILPOT, JR., L. L. C.  
409 ORANGE STREET, NEW HAVEN, CONNECTICUT 06511-6406

W. MARTYN PHILPOT, JR.  
ROBERT J. VONTELL

TEL (203) 624-4666  
FAX (203) 624-5050

EMAIL: [lawoffice@philpotlaw.net](mailto:lawoffice@philpotlaw.net)

## FEE SCHEDULE

Partner/Jr. Partner

\$220.00/hour

**EXHIBIT B**

**STUDENT DATA PRIVACY AGREEMENT**  
**SPECIAL TERMS AND CONDITIONS**

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

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to Agreement A18-0814 or any other legal 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 the Agreement A18-0814.

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.



NEW HAVEN PUBLIC SCHOOLS

## MEMORANDUM

**To:** Finance and Operations Committee

**From:** Michael J. Pinto, COO

**Re:** F&O Agenda Item Request/Approval  
Healthy Food Certification Statement

**Meeting Date:** June 17, 2019

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To approve the **"Healthy Food Certification Statement"** – Addendum to an Agreement for Child Nutrition Programs (ED-099), to consider (1) the implementation of a Healthy Food Option; (2) to allow Food Exemptions; and (3) to allow Beverage Exemptions as follows:

**"Pursuant to Section 10-215f of the C.G.S., the NHBOE certifies that:**

- 1. All food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards (CNS) published by the Connecticut State Department of Education, will comply with the CNS during the period of July 1, 2019, through June 30, 2020. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises sponsored by the school or by non-school organizations and groups".**
- 2. It will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The "school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held.**
- 3. It will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The "school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held, and must be the same place as the food sales.**


The HFC statement is part of the CT State Department of Education's Online Application and Claiming Systems for Child Nutrition Programs. Hard copies of the form are no longer required but statement must be presented and approved by the school district board of education.



STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION



**TO:** Sponsors of the National School Lunch Program

**FROM:** John D. Frassinelli, Chief   
Bureau of Health/Nutrition, Family Services and Adult Education

**DATE:** January 28, 2019

**SUBJECT:** Operational Memorandum No. 05-19  
Process for Submitting the Healthy Food Certification (HFC) Statement for  
School Year 2019-20

This memo summarizes the requirements for submitting the 2019-20 HFC Statement to the Connecticut State Department of Education (CSDE). It also provides information on the Connecticut Nutrition Standards (CNS), HFC resources, and state beverage requirements.

#### **Annual HFC Statement**

Section 10-215f of the Connecticut General Statutes (C.G.S.) requires that each local board of education or governing authority for all Connecticut public school districts participating in the National School Lunch Program (NSLP) must **take action annually** to certify whether all food items sold to students separately from reimbursable meals will or will not meet the CNS. This includes all public schools, regional educational service centers, the Connecticut Technical High School System, charter schools, interdistrict magnet schools, and endowed academies.

For school year 2019-20, the HFC period is July 1, 2019, through June 30, 2020. All public school districts participating in the NSLP must submit the online Healthy Food Certification Statement (Addendum to Agreement for Child Nutrition Programs (ED-099)) by **July 1, 2019**. The vote by the board of education or governing authority on whether to participate in HFC must occur by July 1, 2019, or the district is ineligible for HFC during school year 2019-20.

#### **HFC Application Process for 2019-20**

The annual HFC Statement will be completed online in the CSDE's Online Application and Claiming System for Child Nutrition Programs (CNP System), as part of the district's 2019-20 application module for the U.S. Department of Agriculture's (USDA) Child Nutrition Programs. The 2019-20 module is expected to be available in the CNP System in **May 2019**. The CSDE will notify sponsors when the module is open and the HFC application module becomes available.

In the meantime, public school sponsors of the NSLP **must follow the procedures below** to ensure timely submission of the 2019-20 HFC Statement by the deadline of July 1, 2019.

1. Schedule the HFC votes at a meeting of your board of education or governing authority that occurs **before June 30, 2019**. The board of education or governing authority for each public school that participates in the NSLP must vote "yes" or "no" on whether to



implement the healthy food option, i.e., follow the CNS for all foods sold to students separately from reimbursable meals. **The motion and meeting minutes for the healthy food option should include the specific criteria for the healthy food option required by C.G.S. Section 10-215f, as indicated below.**

- **Healthy food option:** Pursuant to C.G.S. Section 10-215f, the board of education or governing authority certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2019, through June 30, 2020. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, and any fundraising activities on school premises sponsored by the school or by non-school organizations and groups.

If the board of education or governing authority votes “yes” for the healthy food option above, the board of education or governing authority must also vote on whether to allow food exemptions. **The motion and meeting minutes for food exemptions should include the specific criteria for food exemptions required by C.G.S. Section 10-215f, as indicated below.** **Note:** If the board of education or governing authority votes “no” for the healthy food option above, a vote on whether to allow food exemptions is not required.

- **Food exemptions:** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held.

For more information, see the CSDE’s handout, *Exemptions for Foods and Beverages in Public Schools*.

2. Conduct the HFC votes at the scheduled meeting of the board of education or governing authority. **Maintain a copy of the meeting minutes** indicating the results of the HFC votes for the healthy food option and food exemptions, as outlined in step 1.
  - The meeting minutes must indicate whether the board of education or governing authority voted “yes” or “no” to implement the healthy food option, and must include the specific language for “Healthy food option” in step 1.

- If the board of education or governing authority voted “yes,” for the healthy food option, the meeting minutes must also indicate whether the board of education or governing authority voted “yes” or “no” to allow food exemptions, and must include the specific language for “Exemption for food items” in step 1.
3. In **May 2019**, when the CSDE notifies districts that the HFC application module is available, complete the online HFC application module and upload the meeting minutes indicating the results of the HFC vote. **Note:** The CSDE will e-mail school nutrition programs when the 2019-20 HFC application module of the CNP System is available. Instructions on how to access the HFC application module will be provided at that time. **Please do not access the CNP System prior to receiving this notification from the CSDE.**

For additional guidance on the HFC application process, review the CSDE’s presentation, Application Procedures for HFC, and visit the “Apply” section of the CSDE’s HFC webpage.

### **Interschool Agreements for HFC Schools**

A public school or district (recipient site) that receives meals under contract from a HFC district (providing sponsor) can choose to certify for the healthy food option and follow the CNS for all foods sold to students separately from reimbursable meals. This must be indicated in section 3 of the Full-service Interschool Agreement Form between the recipient site and the providing sponsor district.

In order for the providing sponsor to receive HFC payments for any recipient sites, the interschool agreement must be submitted to the CSDE by **July 1, 2019**. If the CSDE receives the interschool agreement **after** this date, the CSDE will **not** include the recipient site’s lunch counts in the total number of reimbursable lunches used to determine HFC payments for school year 2019-20. For more information, see CSDE Operational Memorandum No. 4-19: Interschool Agreements for School Year 2019-20.

Schools must submit **hard copies** of the interschool agreements to the CSDE. Interschool agreements are not submitted through the CNP Online System. The interschool agreements for school year 2019-20 are available in the “Interschool Agreements” section of the CSDE’s Forms for School Nutrition Programs webpage.

### **Connecticut Nutrition Standards (CNS)**

The CSDE did not make any changes to the CNS for school year 2019-20. For a summary of the CNS, see the CSDE’s handout, *Summary of Connecticut Nutrition Standards for Foods in Schools*. Additional information on the CNS is available on the CSDE’s CNS webpage. The CSDE’s HFC webpage provides numerous resources to assist districts with implementing HFC including:

- Complying with HFC (Presentation);
- Ensuring District Compliance with HFC;
- Guide to Competitive Foods in Schools;
- Questions and Answers on Connecticut Statutes for School Food and Beverages;

- Requirements for Food and Beverage Fundraisers in Public Schools Choosing HFC;
- Requirements for Food and Beverages in Vending Machines in Public Schools Choosing HFC; and
- Requirements for Foods and Beverages in School Stores in Public Schools Choosing HFC.

### **State Beverage Requirements**

As a reminder, the beverage requirements of C.G.S. Section 10-221q apply to **all public schools**, regardless of whether the district certifies for the healthy food option of HFC under C.G.S. Section 10-215f. This includes all public school districts, interdistrict magnet schools, charter schools, endowed academies, and the Connecticut Technical High School System. Additional information on the beverage requirements is available on the CSDE's Beverage Requirements webpage.

C.G.S. Section 10-221q addresses requirements for the sale of beverages to students in public schools, and allows exemptions if beverage sales meet specific conditions. Beverage exemptions are not part of the annual HFC Statement, which applies only to food sales. If a public school district chooses to allow beverage exemptions, the CSDE recommends that the board of education or governing authority conducts the vote on beverage exemptions at the **same time** as the HFC vote. If the district does not have a beverage exemption in place, noncompliant beverages can never be sold to students on school premises.

**The motion and meeting minutes for beverage exemptions should include the specific criteria for beverage exemptions required by C.G.S. Section 10-221q, as indicated below.**

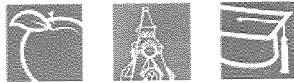
- **Exemptions for beverages:** The board of education will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The "school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held, and must be the same place as the beverage sales.

For more information, see the CSDE's handout, *Exemptions for Foods and Beverages in Public Schools*.

For questions or additional information, please contact Susan Fiore at 860-807-2075 or [susan.fiore@ct.gov](mailto:susan.fiore@ct.gov) or Teri Dandeneau at 860-807-2079 or [teri.dandeneau@ct.gov](mailto:teri.dandeneau@ct.gov).

JDF:sff

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain in a binder for future reference. All CSDE operational memoranda are posted on the CSDE's Operational Memoranda for School Nutrition Programs webpage.



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

Joseph Barbarotta  
Executive Director  
Facilities Services

To: Finance and Operations Committee  
From: Joseph Barbarotta  
Re: F&O Agenda Item/For Approval  
Change Order #1 to Contract for On Call Fire Alarm Services  
Meeting Date: June 17, 2019  
cc: John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229

For consideration and approval of a Change Order #1 to Contract #21553-1-2 to Encore Holding LLC, 110 Murphy Road, Hartford, CT for On Call Fire Alarm Services to the NHPS for FY 18-19 increasing the amount of contract for fire alarm services, mandated inspections and repairs at various schools, as well as emergency repairs to fire alarm panels and fire pumps at Parish Hall and King Robinson School.

Original Amount of Contract: \$75,000.00  
Change Order #1 35,000.00  
**Total Amount of Contract: \$110,000.00**

Funding Source: Capital Projects  
Acct. #3C17-1793-58101 (\$25,016.81)  
Acct. #3C19-1984-58700 (\$9,983.19)

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Encore Holding LLC	VENDOR CODE :	47117
Contractor Address	110 Murphy Road Hartford, Ct 06114		
CONTRACT No.:	21447-1-2	CHANGE ORDER No:	#1
		Change Order Date	8/17/2019
PROJECT NAME	Fire Alarm Services		PROJECT No.:
CONTRACT START DATE:	July 1, 2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	3C18-1891-58700	C A P O No.:	70190051-00
FUNDING SOURCE OF C. O. :	3C17-1793-58101 = \$25,016.81 & 3C19-1984-58700 = \$9,983.19	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$75,000.00	ORIGINAL AMOUNT:	\$75,000.00
AMOUNT OF THIS CHANGE ORDER	\$35,000.00	ACTUAL	<input checked="" type="checkbox"/>
		ESTIMATE	<input type="checkbox"/>
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$110,000.00	INCREASE	<input checked="" type="checkbox"/>
		DECREASE	<input type="checkbox"/>

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

<b>FOR USE BY CITY ONLY</b>			
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:
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**

#21447-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>		
<b>NET INCREASE / ( DECREASE )</b>	<b>\$0</b>	

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Increase is needed to provide service for fire alarms and mandated inspections and repairs at various schools including emergency repairs to the fire alarm panels and fire pumps at Parish Hall and King Robinson.	<b>\$35,000.00</b>	
<b>SUB TOTALS</b>	<b>\$35,000.00</b>	
<b>NET INCREASE / (DECREASE)</b>	<b>\$35,000.00</b>	

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.

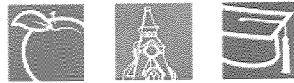
PLEASE ANSWER THE FOLLOWING QUESTIONS:

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? (If the answer to #2 above is 'yes', what is the <b>total</b> percentage increase over the original contract, including the <b>current</b> request?)	YES	X	NO	
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? (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.)	YES		NO	x

**LIST OF ATTACHMENTS:**

**APPROVAL RECOMMENDED:**

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

Joseph Barbarotta  
Executive Director  
Facilities Services

**To:** Finance and Operations Committee  
**From:** Joseph Barbarotta  
**Re:** F&O Agenda Item/For Approval  
Change Order #2 to Contract for On Call Dumpster Rental  
Services  
**Meeting Date:** June 17, 2019  
**cc:** John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229

For consideration and approval of a Change Order #2 to Contract #21565-1-2 to All American Waste, 19 Wheeler Street, New Haven, CT for On Call Dumpster Rental Services for New Haven Academy, Dr. Mayo Early Childhood School and ESUMS for FY 2018-19 increasing the amount of contract to provide funds for trash removal for the remainder of the school year.

Original Amount of Contract:	\$26,500.00
Change Order #1	\$15,365.64
Change Order #2	\$76.66
<b>Total Amount of Contract:</b>	<b>\$41,942.30</b>

**Funding Source:** Capital Projects  
Acct. #3C19-1983-58101

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	All American Waste	VENDOR CODE :	40702
Contractor Address	19 Wheeler Street New Haven, Ct. 06512		
CONTRACT No.:	21565-1-2	CHANGE ORDER No.:	Change Order Date 6/12/2019
PROJECT NAME	New Haven Public Schools On Call Dumpster Rental Services		PROJECT No.:
CONTRACT START DATE:	July 1, 2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	190-474-00-56662	CAPO No.:	70190012-00
FUNDING SOURCE OF C. O. :	3C19-1983-58101	CAPO No.:	70190012-00
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$41,865.64	ORIGINAL AMOUNT:	\$26,500.00
AMOUNT OF THIS CHANGE ORDER	\$76.66	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$41,942.30	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** ↓

<b>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</b>			
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:
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**

#21565-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>		
<b>NET INCREASE / ( DECREASE )</b>		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Increase is for dumpster service for Dr.Mayo,ESUMS and New Haven Academy for the remainder of fiscal year 2018-2019.	\$76.66	
<b>SUB TOTALS</b>	\$76.66	
<b>NET INCREASE / ( DECREASE )</b>	\$76.66	

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? (If the answer to #2 above is ‘yes’, what is the total percentage increase over the original contract, including the current request?)	YES	X	NO	
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		NO	X
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? (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.)	YES		NO	X

**LIST OF ATTACHMENTS:**

**APPROVAL RECOMMENDED:**


ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

# New Haven Public Schools

Joseph Barbarotta  
Executive Director  
Facilities Services

## INTEROFFICE MEMORANDUM



**TO:** NHPS Operations and Finance Committee  
**FROM:** Joseph Barbarotta   
**Cc:** John Barbarotta, J. Mazyck, L.Perez,  
**DATE:** 6/10/2019  
**RE:** Approval of Change Order 12 Contract 50483-1-2  
**MEETING DATE** 6/24/2019



NEW HAVEN PUBLIC SCHOOLS

654 Ferry Street  
New Haven, CT 06513  
Tel. (203) 691-3901  
Fax. (203)946-2495

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For consideration and approval, of change order #1 to contract #50483-1-2 to:

Consolidated Electric  
100 Wheeler Street  
New Haven, Ct.06512

In the amount of \$18,000.00 for repairs and replacement parts of Public Address Systems At Conte School and West Rock Stream Academy. These are life safety emergency repairs as the PA system is critical for communication in times of crisis such as lock downs, and fire drills.

The funding source will be Operating Account #190-474-56662

Original Amount of Contract: \$60,000.00  
Change Order #1 \$18,000.00  
Total Amount of Contract: \$78,000.00

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	<b>Consolidated Electric</b>			VENDOR CODE :	<b>22260</b>
Contractor Address	<b>100 Wheeler Street New Haven, CT. 06512</b>				
CONTRACT No.:	<b>50483-1-2</b>	CHANGE ORDER No:	<b>1</b>	Change Order Date	<b>6/24/2019</b>
PROJECT NAME	<b>On Call PA Systems</b>			PROJECT No.:	
CONTRACT START DATE:	<b>July 1,2018</b>				
CONTRACT END DATE: Prior to CO	<b>June 30, 2019</b>				
FUNDING SOURCE OF CONTRACT:	<b>190-474-00-56624</b>			C A P O No.:	<b>70190011-00</b>
FUNDING SOURCE OF C. O. :	<b>190-474-00 -56662</b>			C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:					
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER		<b>\$60,000.00</b>	ORIGINAL AMOUNT:		<b>\$60,000.00</b>
AMOUNT OF THIS CHANGE ORDER		<b>\$18,000.00</b>	ACTUAL	<b>X</b>	ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.		<b>\$78,000.00</b>	INCREASE	<b>X</b>	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 ↓**

<b>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</b>			
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:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

**CITY OF NEW HAVEN**

**ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES**

**CONTRACT CHANGE ORDER**  
**PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

#50483-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
SUB TOTALS		
NET INCREASE / ( DECREASE )		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Change Order #1 Repair of public address systems at Conte School and at West Rock Stream Academy. Life safety issues as school cannot communicate during critical circumstances like lock downs and fire drills.	\$18,000.00	
SUB TOTALS	\$18,000.00	
NET INCREASE / ( DECREASE )	\$18,000.00	

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 :

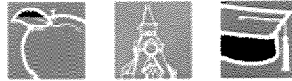
1.) Is this Change Order a final close-out of the Contract ?	YES		NO	X
2.) Has the cost of this contract been increased from the original amount ?	YES	X	NO	
(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request ?)	30%			
3.) 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



**NEW HAVEN PUBLIC SCHOOLS**

Joseph Barbarotta  
Executive Director  
Facilities Services

**MEMORANDUM**

**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval  
Change Order for On Call Mops and Mats Services PO

**Meeting Date:** June 17, 2019

**cc:** Luz Perez, Juanita Mazyck



654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229

For consideration and approval of a Change Order #1 to PO #90290021 to Cintas, 11 Commercial St., Branford, CT for On Call Mops and Mats Services for the NHPS for FY 2018-19 under US Communities Facilities Solutions Contract #9653.

Original Amount of Contract:	\$60,000.00
<b>Change Order #1</b>	<b>\$12,000.00</b>
<b>Total Amount of Contract:</b>	<b>\$72,000.00</b>

**Funding Source:** Capital Projects  
Acct. #3C19-1983-58101

Increase is needed to provide additional services for the remainder of the school year to include Dr. Mayo ECLC, ESUMS and New Haven Academy.

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	<b>Cintas</b>	VENDOR CODE :	
Contractor Address			
CONTRACT No.:	<b>9653</b>	CHANGE ORDER No:	<b>1</b>
		Change Order Date	<b>6/17/2019</b>
PROJECT NAME	<b>On Call Mops and Mats</b>		PROJECT No.:
CONTRACT START DATE:	<b>July 1,2018</b>		
CONTRACT END DATE: Prior to CO	<b>June 30, 2019</b>		
FUNDING SOURCE OF CONTRACT:	<b>3C19-1983-58101</b>	C A P O No.:	<b>90290021</b>
FUNDING SOURCE OF C. O. :	<b>3C18-1890-58101</b>	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	<b>\$60,000.00</b>	ORIGINAL AMOUNT:	<b>\$60,000.00</b>
AMOUNT OF THIS CHANGE ORDER	<b>\$12,000.00</b>	ACTUAL	<input checked="" type="checkbox"/>
		ESTIMATE	<input type="checkbox"/>
CONTRACT AMOUNT, INCLUDING THIS C.O.	<b>\$72,000.00</b>	INCREASE	<input checked="" type="checkbox"/>
		DECREASE	<input type="checkbox"/>

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

**FOR USE BY CITY ONLY**

<b>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</b>			
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:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

**CITY OF NEW HAVEN**

**ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES**

**CONTRACT CHANGE ORDER**  
**PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

#9653

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>		
<b>NET INCREASE / ( DECREASE )</b>		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Funding needed to provide services for the remainder of the fiscal year. Additional services provided at Dr. Mayo, New Haven Academy and ESUMS	<b>\$12,000.00</b>	
<b>SUB TOTALS</b>	<b>\$12,000.00</b>	
<b>NET INCREASE / (DECREASE)</b>	<b>\$12,000.00</b>	

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 :

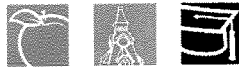
1.)	Is this Change Order a final close-out of the Contract ?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount ?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the <b>total</b> percentage increase over the original contract, including the <b>current</b> request ?)	20%			
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



NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services

To: Finance and Operations Committee  
From: Joseph Barbarotta  
Re: F&O Agenda Item/For Approval  
Award of Contract for On Call HVAC Filters Service  
Meeting Date: June 17, 2019  
cc: John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229

For consideration and approval of an Award of Contract #21623 to the lowest bidder, Filters Sales and Service, Inc., 15 Kimberly Ave., West Haven, CT 06516 for On Call HVAC Filters Service for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$50,000.**

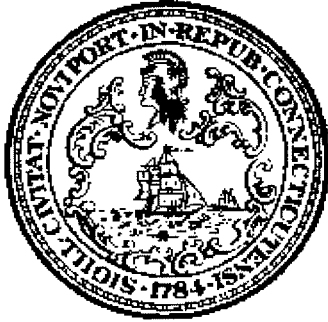
**Funding Source: 2019-2020 Capital Projects**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform filter changes on HVAC equipment throughout the district.
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? Inspections and maintenance reports are provided.** The contractor's performance is inspected by the Building Managers at each school as they are integrated with the contractor to perform these services.
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 being awarded to the lowest of three bidders. The contract has decreased by \$6.00 per regular hours and which represents a 10.71% overall decrease. This work will not be performed on overtime by the vendor and in fact, the plan is to utilize our Local 287 custodial staff to perform much of this work and by integrating our building mangers we have significantly reduced our costs and expanded our services and extended the life cycle of the equipment. The contractor is a SCDP participant as well as a WBE.

See solicitation results attached.





**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

**CONTRACT AWARD MEMO**

<b>TO:</b>	<b>Michael V. Fumiatti, Purchasing Agent</b>		
<b>FROM:</b>	<b>John Barbarotta- Facilities</b>		
<b>DATE:</b>	<b>June 5, 2019</b>		
<b>CONTRACT NAME:</b>	<b>On Call Filters Service</b>		
<b>CONTRACT #</b>	<b>21623</b>		
<b>CONTRACT START AND COMPLETION DATE:</b>	<b>July 1, 2019 - June 30, 2020</b>		
<b>PROJECT #</b>	<b>21623</b>		
<b>Contractor's Name:</b>	<b>Filters Sales and Service Inc.</b>		
<b>Address:</b>	<b>15 Kimberly Ave.</b>		
<b>City, State, ZIP:</b>	<b>West Haven, CT 06516</b>		
<b>Contractor Contact:</b>	<b>Kurt Slovinski</b>		
<b>Telephone:</b>	<b>203-932-4800</b>	<b>Fax</b>	
<b>Vendor Code:</b>	<b>New</b>	<b>Ship To:895</b>	<b>Bill To : 895</b>
<b>Amount of Contract:</b>	<b>\$50,000</b>		
<b>Account # to charged:</b>	<b>Awaiting New Account</b>		

Authorized signatory, please sign this form after your name: By signing you indicate that you are authorized to charge against this account and that this account is appropriate for the work being contracted.

If you agree with the apparent low bidder, please respond within 5 business days.  
Should you have any questions or concerns, do not hesitate to contact me.  
**Please do not enter a requisition for this award.**

On-Call HVAC Filters\_Service  
 Solicitation # 21623  
 Closed May 9, 2019

#	Items	Selected	Lowest	Estimated Unit of Measure	Total Cost Selected # Selected (\$)	Duct Clean Corporation		Filter Sales & Service, Inc		MECHANICAL HEATING AND AIR	
						Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#1-1	Regular Time Hours	\$ 0	\$ 7,500.0	150	hourly	\$ 64.40000	\$ 9,660.0	\$ 50	\$ 7,500.0	\$ 60	\$ 9,000.0
#1-2	Overtime/Emergency Hc	\$ 0	\$ 500	20	hourly	\$ 25	\$ 500	\$ 75	\$ 1,500.0	\$ 60	\$ 1,200.0
#1-3	Scissors lifts	\$ 0	\$ 62.5	1	hourly	\$ 650	\$ 650	No Bid	No Bid	\$ 62.5	\$ 62.5
#1-4	Scissors lifts	\$ 0	\$ 500	1	daily	\$ 650	\$ 650	No Bid	No Bid	\$ 500	\$ 500
#1-5	50' boom lift	\$ 0	\$ 100	1	hourly	\$ 975	\$ 975	No Bid	No Bid	\$ 100	\$ 100
#1-6	50' boom lift	\$ 0	\$ 800	1	daily	\$ 975	\$ 975	No Bid	No Bid	\$ 800	\$ 800



NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services

**To:** Finance and Operations Committee  
**From:** Joseph Barbarotta  
**Re:** F&O Agenda Item/For Approval  
Award of Contract for On Call Tree Cutting & Removal Services  
**Meeting Date:** June 17, 2019  
**cc:** John Barbarotta, Luz Perez

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For consideration and approval of an Award of Contract #21624 to the lowest bidder, Precision Cutting Services, Inc., 45 Stuyvesant Ave., New Haven, CT for On Call Tree Cutting & Removal Services for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$50,000.**

**Funding Source: Capital Projects**

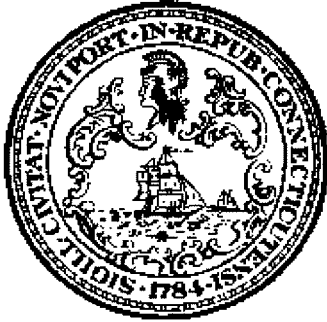
**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform tree cutting services for the district.
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? Inspections and maintenance reports are provided.**  
The contractor's performance is inspected by the board of education staff and all work is tracked through our work order system to assure work is performed according to specifications...
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 recommended for award as the service is needed to provide safe working and play areas throughout the district. The rate is \$170.00 for a 3 person crew with a 40' boom truck.

See solicitation results attached.



654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229



# 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

### CONTRACT AWARD MEMO

<b>TO:</b>	<b>Michael V. Fumiatti, Purchasing Agent</b>		
<b>FROM:</b>	<b>John Barbarotta- Facilities</b>		
<b>DATE:</b>	<b>May 14, 2019</b>		
<b>CONTRACT NAME:</b>	<b>On Call Tree Cutting &amp; Removal Services</b>		
<b>CONTRACT #</b> <b>CONTRACT START AND</b> <b>COMPLETION DATE:</b>	<b>July 1, 2019 - June 30, 2020</b>		
<b>PROJECT #</b>	<b>21624</b>		
<b>Contractor's Name:</b>	<b>Precision Cutting Services Inc.</b>		
<b>Address:</b>	<b>45 Stuyvesant Ave.</b>		
<b>City, State, ZIP:</b>	<b>New Haven, CT 06512</b>		
<b>Contractor Contact:</b>	<b>Yolanda Skerritt</b>		
<b>Telephone:</b>	<b>203-466-2400</b>	<b>Fax</b>	
<b>Vendor Code:</b>	<b>New</b>	<b>Ship To:895</b>	<b>Bill To : 895</b>
<b>Amount of Contract:</b>	<b>\$50,000</b>		
<b>Account # to charged:</b>	<b>Awaiting New Account numbers</b>		

Authorized signatory, please sign this form after your name: By signing you indicate that you are authorized to charge against this account and that this account is appropriate for the work being contracted.

If you agree with the apparent low bidder, please respond within 5 business days.  
 Should you have any questions or concerns, do not hesitate to contact me.  
**Please do not enter a requisition for this award.**

Solicitation Name: On- Call Tree Cutting and Removal Services

Solicitation #: 21624

Closed

#	Items	Selected	Lowest	Estimated	Units/feas	Total Cost		Concrete Creations,		Precision Cutting	
						Selected #	Selected (\$)	Unit	Price	Unit	Price
						\$ 58,800.0	\$ 0			\$ 17,900.0	\$ 0
						\$ 0	\$ 0				\$ 0
#1-1	3 person tree cutting crew/regular rate	\$ 0	\$ 8,500.0	50	per hour	\$ 400	\$ 20,000.0	\$ 170	\$ 8,500.0		
#1-2	3 person tree cutting crew/emergency rate	\$ 0	\$ 2,400.0	10	per hour	\$ 580	\$ 5,800.0	\$ 240	\$ 2,400.0		
#1-3	2 person chipping crew/regular rate	\$ 0	\$ 12,500.0	50	per hour	\$ 250	\$ 12,500.0	No Bid	No Bid		
#1-4	2 person chipping crew/emergency rate	\$ 0	\$ 4,000.0	10	per hour	\$ 400	\$ 4,000.0	No Bid	No Bid		
#1-5	Stump removal/regular rate	\$ 0	\$ 7,000.0	50	per hour	\$ 250	\$ 12,500.0	\$ 140	\$ 7,000.0		
#1-6	Stump removal/emergency rate	\$ 0	\$ 4,000.0	10	per hour	\$ 400	\$ 4,000.0	No Bid	No Bid		



NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services

To: Finance and Operations Committee  
From: Joseph Barbarotta  
Re: F&O Agenda Item/For Approval  
Award of Contract for On Call HVAC Repairs  
Meeting Date: June 17, 2019  
cc: John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229

For consideration and approval of an Award of Contract #21632 for On Call HVAC Repairs for the NHPS for Fiscal Year 2019-20, in an amount not to exceed \$400,000 to the following bidders:

**In an amount not to exceed:**

Boisvert Plumbing, LLC 1165 Main St., Suite 300 East Hartford, CT	\$200,000.00
Tucker Mechanical 367 Research Parkway Meriden, CT	\$200,000.00

**Funding Source: Capital Projects**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.** The service is to perform HVAC and boiler startups and maintenance that is beyond the scope of our in house steamfitters.
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? Inspections and maintenance reports are provided.** The contractor's performance is inspected by the board of education steamfitters and tracked through our work order system.
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 being awarded to the two only bidders. The contract is a \$9.00 per hour reduction from last year's contract and a \$10.00 overtime hourly reduction. We recommend awarding to both companies as their bids are very competitive and they both have experience and the manpower to provide the needed services especially during peak seasons.

See solicitation results attached.



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



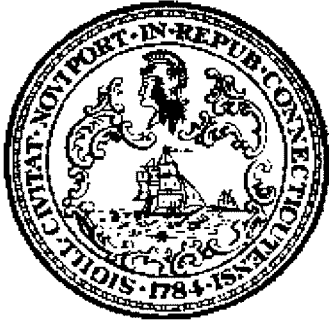
Michael V. Fumiatti, Purchasing Agent  
200 Orange Street, New Haven,  
Connecticut 06510  
Telephone (203) 946-8201  
Facsimile (203) 946-8206

**CONTRACT AWARD MEMO**

<b>TO:</b>	<b>Michael V. Fumiatti, Purchasing Agent</b>		
<b>FROM:</b>	<b>John Barbarotta- Facilities</b>		
<b>DATE:</b>	<b>May 16, 2019</b>		
<b>CONTRACT NAME:</b>	<b>On Call HVAC Repairs</b>		
<b>CONTRACT #</b>	<b>21632</b>		
<b>CONTRACT START AND COMPLETION DATE:</b>	<b>July 1, 2019 - June 30, 2020</b>		
<b>PROJECT #</b>	<b>On Call HVAC Repairs</b>		
<b>Contractor's Name:</b>	<b>Boisvert Plumbing, LLC</b>		
<b>Address:</b>	<b>1165 Main St. Suite 300</b>		
<b>City, State, ZIP:</b>	<b>East Hartford, CT 06108</b>		
<b>Contractor Contact:</b>	<b>Greg Boisvert</b>		
<b>Telephone:</b>	<b>860-216-9104</b>	<b>Fax</b>	
<b>Vendor Code:</b>	<b>new</b>	<b>Ship To:895</b>	<b>Bill To : 895</b>
<b>Amount of Contract:</b>	<b>\$200,000</b>		
<b>Account # to charged:</b>	<b>Awaiting new capital account</b>		

Authorized signatory, please sign this form after your name: By signing you indicate that you are authorized to charge against this account and that this account is appropriate for the work being contracted.

If you agree with the apparent low bidder, please respond within 5 business days.  
Should you have any questions or concerns, do not hesitate to contact me.  
**Please do not enter a requisition for this award.**



**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

**CONTRACT AWARD MEMO**

<b>TO:</b>	<b>Michael V. Fumiatti, Purchasing Agent</b>		
<b>FROM:</b>	<b>John Barbarotta- Facilities</b>		
<b>DATE:</b>	<b>May 16, 2019</b>		
<b>CONTRACT NAME:</b>	<b>On Call HVAC Repairs</b>		
<b>CONTRACT #</b>	<b>21632</b>		
<b>CONTRACT START AND COMPLETION DATE:</b>	<b>July 1, 2019 - June 30, 2020</b>		
<b>PROJECT #</b>	<b>On Call HVAC Repairs</b>		
<b>Contractor's Name:</b>	<b>Tucker Mechanical</b>		
<b>Address:</b>	<b>367 Research Parkway</b>		
<b>City, State, ZIP:</b>	<b>Meriden, CT 06450</b>		
<b>Contractor Contact:</b>	<b>Whitney Maus</b>		
<b>Telephone:</b>	<b>203-630-7280</b>	<b>Fax</b>	
<b>Vendor Code:</b>	<b>new</b>	<b>Ship To:895</b>	<b>Bill To : 895</b>
<b>Amount of Contract:</b>	<b>\$200,000</b>		
<b>Account # to charged:</b>	<b>Awaiting new capital account</b>		

Authorized signatory, please sign this form after your name: By signing you indicate that you are authorized to charge against this account and that this account is appropriate for the work being contracted.

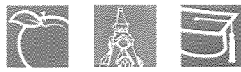
If you agree with the apparent low bidder, please respond within 5 business days.  
Should you have any questions or concerns, do not hesitate to contact me.  
**Please do not enter a requisition for this award.**



Solicitation Name: On Call HVAC Repairs Service  
 Solicitation #: 21632  
 Closed 5/9/2019

**Total Cost Selected # Selected (\$)**

#	Items	Selected	Lowest	Estimated	Unit of Measure	Boisvert Plumbing LLC		Tucker Mechanical, Inc.	
						Unit Price	Total Cost	Unit Price	Total Cost
						\$ 166,875.0	\$ 160,965.0		
						0	0		
						\$ 0	\$ 0		
1									
#1-1	Regular Time Hours	\$ 0	\$ 23,750.0	250	hourly	\$ 95	\$ 23,750.0	\$ 99	\$ 24,750.0
#1-2	Over Time Hours	\$ 0	\$ 3,125.0	25	hourly	\$ 125	\$ 3,125.0	\$ 130	\$ 3,250.0
2									
#2-1	Boiler Start up	\$ 0	\$ 7,500.0	50	lump sum	\$ 150	\$ 7,500.0	\$ 150	\$ 7,500.0
#2-2	Chiller Check List	\$ 0	\$ 7,500.0	25	lump sum	\$ 300	\$ 7,500.0	\$ 1,200.0	\$ 30,000.0
#2-3	Cooling Tower Check List	\$ 0	\$ 13,500.0	15	lump sum	\$ 900	\$ 13,500.0	\$ 1,900.0	\$ 28,500.0
#2-4	Chiller Water Pump Check List	\$ 0	\$ 2,500.0	50	lump sum	\$ 50	\$ 2,500.0	\$ 50	\$ 2,500.0
#2-5	HVAC Condenser Water Pump Check List	\$ 0	\$ 2,500.0	50	lump sum	\$ 50	\$ 2,500.0	\$ 50	\$ 2,500.0
#2-6	Hot Water Pump Check List	\$ 0	\$ 6,250.0	250	lump sum	\$ 50	\$ 12,500.0	\$ 25	\$ 6,250.0
#2-7	AHU Check List	\$ 0	\$ 33,465.0	460	lump sum	\$ 150	\$ 69,000.0	\$ 72.75	\$ 33,465.0
#2-8	Expansion Tank Check List	\$ 0	\$ 1,250.0	50	lump sum	\$ 50	\$ 2,500.0	\$ 25	\$ 1,250.0
#2-9	Fan Coil Unit Check List	\$ 0	\$ 5,000.0	100	lump sum	\$ 50	\$ 5,000.0	\$ 50	\$ 5,000.0
#2-10	Air Supply Fan Check List	\$ 0	\$ 2,500.0	50	lump sum	\$ 50	\$ 2,500.0	\$ 50	\$ 2,500.0
#2-11	Air Exhaust Fan Check List	\$ 0	\$ 13,500.0	300	lump sum	\$ 50	\$ 15,000.0	\$ 45	\$ 13,500.0



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  
Award of Contract for On Call Fence Repairs  
**Meeting Date:** June 17, 2019  
**cc:** John Barbarotta, Luz Perez

---

For consideration and approval of an Award of Contract #21637 to the lowest bidder, Select Fence and Guardrail, LLC, 39 McDermott Rd., North Haven, CT for On Call Fence Repairs for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$25,000.**

**Funding Source: Capital Projects**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.** The service is to perform fencing repairs and replacement throughout the district.
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? Inspections and maintenance reports are provided.** The contractor's performance is inspected by the board of education staff and all work is tracked through our work order system to assure work is performed according to specifications...
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 recommended for award as the price has reduced substantially the new rate is \$25.00 an hour and the old rate was \$150.00 per hour. The overtime rate is \$37.50 per hour. This company currently performs the work for the City of Hartford at these rates. The next low bid was \$125.00 per hour

See solicitation results attached.



**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

**CONTRACT AWARD MEMO**

<b>TO:</b>	<b>Michael V. Fumiatti, Purchasing Agent</b>		
<b>FROM:</b>	<b>John Barbarotta- Facilities</b>		
<b>DATE:</b>	<b>June 5, 2019</b>		
<b>CONTRACT NAME:</b>	<b>On Call Fence Repairs</b>		
<b>CONTRACT #</b>	<b>21637</b>		
<b>CONTRACT START AND COMPLETION DATE:</b>	<b>July 1, 2019 - June 30, 2020</b>		
<b>PROJECT #</b>	<b>21637</b>		
<b>Contractor's Name:</b>	<b>Select Fence and Guardrail, LLC.</b>		
<b>Address:</b>	<b>39 McDermott Road</b>		
<b>City, State, ZIP:</b>	<b>North Haven, CT 06473</b>		
<b>Contractor Contact:</b>	<b>Maryanne Ottaviano</b>		
<b>Telephone:</b>	<b>203-8432726</b>	<b>Fax</b>	
<b>Vendor Code:</b>	<b>New</b>	<b>Ship To:895</b>	<b>Bill To : 895</b>
<b>Amount of Contract:</b>	<b>\$25,000</b>		
<b>Account # to charged:</b>	<b>Awaiting new account numbers</b>		

Authorized signatory, please sign this form after your name: By signing you indicate that you are authorized to charge against this account and that this account is appropriate for the work being contracted.

If you agree with the apparent low bidder, please respond within 5 business days.  
Should you have any questions or concerns, do not hesitate to contact me.  
**Please do not enter a requisition for this award.**

Solicitation Name: On Call Fence Repairs  
 Solicitation:# 21637  
 Closed 21637

#	Items	Lowest	Estimated	Units	Areas	GUILFORD FENCE			Select Fence &			
						Total Cost	Selected #	Selected (\$)	Works Inc.	Guardrail LLC	Unit Price	Total Cost
						\$ 26,250.0	0	\$ 0	\$ 5,375.0	0	\$ 0	
#1-1	Regular Time Hours	\$ 5,000.0	200		hourly	\$ 125	\$ 25,000.0	\$ 25	\$ 5,000.0			
#1-2	Overtime/Emergen cy Hours	\$ 375.0	10		hourly	\$ 125	\$ 1,250.0	\$ 37.5	\$ 375.0			



# Memorandum

**To:** NHPS Finance and Operations Committee

**From:** Michael J. Pinto, Chief Operating Officer  
Gail Sharry, Executive Director Food Service  
Michael Gormany, City Acting Budget Director

**Re:** F&O Agenda Item Request/Approval -  
Renewal of Contract for Early Childhood Catering for FY 2019-20

**Meeting Date:** June 17, 2019

---

**Executive Summary:** Approval is requested for the Renewal of Contract #21593 to Lindley Food Service, 201 Wallace St., New Haven, CT for Early Childhood Catering (Head Start) for NHPS Food Services Program for FY 2019-20.

**In an amount not to exceed:** \$600,000

**Funding Source:** Food Services, Acct. #25215200-55587

**Key Questions:**

1. **Please Describe how this service is strategically aligned with school or District goals:**  
The Mission of the Food Service Department is to ensure that delicious, healthy meals are available to all New Haven students. These services will ensure that food service equipment is properly maintained to meet the mission of Food Service.
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?**  
Vendor is evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year. The vendor mentioned above has been used in the past with no issues.
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?**  
Vendor was selected based on solicitation/bid 21593 from FY 2018-19.

**Cost History**

FY 2018-19	\$447K (Paid to May)
FY 2017-18	\$500K
FY 2016-17	\$450K
FY 2015-16	\$598K
FY 2014-15	\$511K
FY 2013-14	\$172K
FY 2012-13	\$272K

Carol D. Birks, Ed.D.  
Superintendent



Gail Sharry  
Executive Director NHPS Food Service  
P: (475) 220-1610  
F: (203) 946-7650

Michael Gormany & Gail Sharry  
75 Barnes Avenue  
New Haven, CT 06519

Thursday, May 16, 2019  
Gil Rossomando., President  
201 Wallace Street  
New Haven CT, 06511  
203.777.3598

RE: Contract Renewal for:  
Solicitation No. 21593  
Contract Name: Early childhood Catering  
Renewal Contract Amt: \$600,000

Dear Mr. Rossomando:

According to your contract/agreement/bid solicitation with New Haven Public Schools, Food Service Division, the expiration date was June 30, 2019. The contract/agreement/solicitation includes a renewal option for the 2019-2020 fiscal year.

If you are interested in renewing the above referenced agreement for the same contractual amount (if applicable, including the livable wage increase for FY 19-20 for the City of New Haven beginning July 1, 2019) and under the same terms and conditions; please sign this letter of acceptance and email to myself (mgormany@newhavenct.gov) and Gail ([GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us](mailto:GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us)). Please mail the original to 75 Barnes Avenue, New Haven CT 06513.

Should you have any questions, please feel free to call me at 203-946-6413. Thank you for your attention to this matter.

Michael Gormany  
Acting Budget Director  
City of New Haven and BOE Food Services

X   
Name

X President  
Title

X June 1, 2019  
Date

X grossomando@lindleyfood  
Email  
service.com



NEW HAVEN PUBLIC SCHOOLS

# Memorandum

**To:** NHPS Finance and Operations Committee

**From:** Michael J. Pinto, Chief Operating Officer  
Gail Sharry, Executive Director Food Service  
Michael Gormany, City Acting Budget Director

**Re:** F&O Agenda Item Request/Approval  
Renewal of Contract for Food & Preparation supplies – Nuovo Venture

**Meeting Date:** June 17, 2019

---

**Executive Summary:**

Approval is requested for the renewal of Contract under Solicitation #70195061 to Nuovo Venture, LLC, 477 Lalley Boulevard, Fairfield, CT for the purchase of Food Preparation, Chemical, packaging and other Supplies for NHPS Food Service Program for FY 2019-20, in an amount not to exceed \$50,000.

**Funding Source:** Food Services, Acct. #2521-5200-56630

**Key Questions:**

1. **Please Describe how this service is strategically aligned with school or District goals:**  
The Mission of the Food Service Department is to ensure that delicious, health meals are available to all New Haven students. We strive to serve good quality meals utilizing ingredients from many local producers that promote the health and wellness of students, so they can be more productive in the classroom. This will help meet the district's goals: economical, quality, and sustainable food service program.
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?**  
Vendor(s) are evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year. All vendors mentioned above have been used with no issues.
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?**  
Vendor(s) were selected based on solicitation 70195061 for FY 2018-19.

**Cost History for Food Service Supplies (Total of all vendors paid)**

FY 2018-19	6000K (Paid to Date for all vendors)
FY 2017-18	800K
FY 2016-17	794K
FY 2015-16	675K
FY 2014-15	621K

Carol D. Birks, Ed.D.  
Superintendent



Gail Sharry  
Executive Director NHPS Food Service  
P: (475) 220-1610  
F: (203) 946-7650

Michael Gormany & Gail Sharry  
75 Barnes Avenue  
New Haven, CT 06519

Friday, May 31, 2016  
Mark J Cerreta  
477 Lalley Blvd  
Fairfield CT, 06824  
203-414-0929

RE: Contract Renewal for:  
Solicitation No. 70195061  
Contract Name: food prep, chemical, packaging and other supplies  
Renewal Contract Amt: \$50,000

Dear Mr. Cerreta:

According to your contract/agreement/bid solicitation with New Haven Public Schools, Food Service Division, the expiration date was June 30, 2019. The contract/agreement/solicitation includes a renewal option for the 2019-2020 fiscal year.

If you are interested in renewing the above referenced agreement for the same contractual amount if applicable, including the livable wage increase for FY 19-20 for the City of New Haven beginning July 1, 2019 and under the same terms and conditions; please sign this letter of acceptance and email to myself (mgormany@newhavenct.gov) and Gail (GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us). Please mail the original to 75 Barnes Avenue, New Haven CT 06513.

Should you have any questions, please feel free to call me at 203-946-6413. Thank you for your attention to this matter.

Michael Gormany  
Acting Budget Director  
City of New Haven and BOE Food Services

X   
Name

NUOVO PACKAGING  
X MANAGING MEMBER  
Title

X 5-31-2019  
Date

X mark.cerreta58@gmail.com  
Email





NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee  
From: Michael J. Pinto, Chief Operating Officer  
Gail Sharry, Executive Director, Food Services Division  
Michael Gormany, Interim City Budget Director  
Re: F&O Agenda Item Request/Approval  
Renewal of Contract for Food Service Uniforms  
Meeting Date: June 17, 2019

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**Executive Summary:**

Approval is requested for a Renewal of Contract under Solicitation #70195068 to Printers Ink, LLC d/b/a Express Press, 1860 E. St., Louis St., Springfield, MO for the purchase of Uniforms for the NHPS Food Service Program for FY 2019-20.

**In an amount not to exceed \$30,000**

**Funding Source: Food Services  
Acct. #2521-5200-55586**

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
The Mission of the Food Service Department is to ensure that delicious, health meals are available to all New Haven students. We strive to serve good quality meals utilizing ingredients from many local producers that promote the health and wellness of students, so they can be more productive in the classroom. This will help meet the district's goals: economical, quality, and sustainable food service program.
- 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?**  
Vendor(s) are evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year. All vendors mentioned above have been used with no issues.
- 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.**  
The Vendor(s) was selected based on solicitation# 70195068 results from FY 2018-19.

Renewal letter is attached.

Carol D. Birks, Ed.D.  
Superintendent



Gail Sharry  
Executive Director NHPS Food Service  
P: (475) 220-1610  
F: (203) 946-7650

Michael Gormany & Gail Sharry  
75 Barnes Avenue  
New Haven, CT 06519

Thursday, May 16, 2019  
Courtney Stovall.  
1860 e. St. Louis street  
Springfield, MO 65802  
417.869.3849

RE: Contract Renewal for:  
Solicitation No. 70195068  
Contract Name: Uniforms for New Haven Public Schools-Food Service  
Renewal Contract Amt: \$30,000

Dear Ms.Stovall:

According to your contract/agreement/bid solicitation with New Haven Public Schools, Food Service Division, the expiration date was June 30, 2019. The contract/agreement/solicitation includes a renewal option for the 2019-2020 fiscal year.

If you are interested in renewing the above referenced agreement for the same contractual amount (if applicable, including the livable wage increase for FY 19-20 for the City of New Haven beginning July 1, 2019) and under the same terms and conditions; please sign this letter of acceptance and email to myself (mgormany@newhavenct.gov) and Gail (GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us). Please mail the original to 75 Barnes Avenue, New Haven CT 06513.

Should you have any questions, please feel free to call me at 203-946-6413. Thank you for your attention to this matter.

Michael Gormany  
Acting Budget Director  
City of New Haven and BOE Food Services

X   
Name

X Sales Manager  
Title

X 5/16/19  
Date

X bids@expresspress.com  
Email



NEW HAVEN PUBLIC SCHOOLS

# Memorandum

**To:** NHPS Finance and Operations Committee

**From:** Michael J. Pinto, Chief Operating Officer  
Gail Sharry, Executive Director Food Service  
Michael Gormany, City Acting Budget Director

**Re:** F&O Agenda Item Request/Approval  
Renewal of Contract for Fresh Bread and Bakery Products

**Meeting Date:** June 17, 2019

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**Executive Summary:** Approval is requested for the renewal of contract under RFP#2018-03-1165B to Lupi's Inc., 169 Washington Ave, New Haven, CT for the purchase Fresh Bread and Bakery Products for the NHPS Food Service Program for FY 2019-20, in an amount not to exceed \$150,000.

**Funding Source:** Food Services, Acct. #2521-5200-55587

## Key Questions:

- 1. Please Describe how this service is strategically aligned with school or District goals:**  
The Mission of the Food Service Department is to ensure that delicious, healthy meals are available to all New Haven students. We strive to serve good quality meals utilizing ingredients from many local producers that promote the health and wellness of students so they can be more productive in the classroom. This will help meet the district's goals: economical, quality, and sustainable food service program.
- 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?**  
Vendor(s) are evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year. Lupi's is a vendor that New Haven has used in the past with no issues.
- 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?**  
Vendor(s) were selected based on RFP #2018-03-1165 results for FY 2017-18.

Letter of Renewal is attached.

Carol D. Birks, Ed.D.  
Superintendent



Executive Director NHPS Food Service.  
P: (475) 220-1610  
F: (203) 946-7650

Michael Gormany & Gail Sharry  
75 Barnes Avenue  
New Haven, CT 06519

Wednesday, June 5, 2019  
Mr. Peter Lupi, President  
169 Washington Ave  
New Haven, CT 06519  
203.562.9491

RE: Contract Renewal for:  
Solicitation No. 2018-03-1165B  
Contract Name: Bread and Bakery Products  
Renewal Contract Amt: \$150,000

Dear Mr. Lupi:

According to your contract/agreement/bid solicitation with New Haven Public Schools, Food Service Division, the expiration date was June 30, 2019. The contract/agreement/solicitation includes a renewal option for the 2019-2020 fiscal year.

If you are interested in renewing the above referenced agreement for the same contractual amount (if applicable, including the livable wage increase for FY 19-20 for the City of New Haven beginning July 1, 2019) and under the same terms and conditions; please sign this letter of acceptance and email to myself (mgormany@newhavenct.gov) and Gail (GAIL.CAIRNS.SHARRY@new-haven.k12.ct.us). Please mail the original to 75 Barnes Avenue, New Haven CT 06513.

Should you have any questions, please feel free to call me at 203-946-6413. Thank you for your attention to this matter.

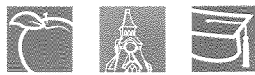
Michael Gormany  
Acting Budget Director  
City of New Haven and BOE Food Services

Michael Gormany  
Name

Vice President  
Title

6-10-2019  
Date

lupimbkry@sbcglobal.net  
Email



# Memorandum

**To:** NHPS Finance and Operations Committee

**From:** Michael J. Pinto, Chief Operating Officer  
Gail Sharry, Executive Director Food Service  
Michael Gormany, City Acting Budget Director

**Re:** F&O Agenda Item Request/Approval  
Award of Contract for Grocery Items for NHPS for FY 2019-2020

**Meeting Date:** June 17, 2019

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**Executive Summary:** Approval is requested for an Award of Contract under RFP #2020-05-1291 for the purchase of Grocery Items for the NHPS Food Services Program for FY 2019-2020, in a total amount of \$2,900,000 to the following vendors:

In an amount not to exceed:

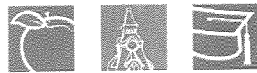
Gordon Food Service, 630 John Hancock Road, Taunton, MA	\$200,000.00
Nardone Bros Baking Co, 420 New Commerce Blvd, Wilkes Barre PA	\$200,000.00
National Food Group, Inc, 44450 Pinetree Drive, Plymouth, MI	\$100,000.00
Thurston Foods Inc., 30 Thurston Dr, Wallingford CT	\$2,400,000.00

**Funding Source:** Food Services, Acct. #2521-5200-55587

**Key Questions:**

- 1. Please Describe how this service is strategically aligned with school or District goals:**  
The Mission of the Food Service Department is to ensure that delicious, health meals are available to all New Haven students. We strive to serve good quality meals utilizing ingredients from many local producers that promote the health and wellness of students, so they can be more productive in the classroom. This will help meet the district's goals: economical, quality, and sustainable food service program.
- 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?**  
Vendor(s) are evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year. All vendors mentioned above have been used with no issues.
- 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?**  
Vendor(s) were selected based on RFP # 2020-05-1291 for FY 2019-20. Having a variety of items to choose from will continue the food service mission of promoting the health and wellbeing of children in our school system. This RFP will allow healthy, nutritious and quality meals to be served by having the ability to choose various ingredients from different vendors. Food cost have increased due to the increase in food prices and other food commodities.

Respondents list attached.



## Memorandum

**To:** Finance and Operations Committee

**From:** Michael Pinto, Chief Operating Officer  
Gail Sharry, Executive Director – Food Services  
Michael Gormany, Acting Budget Director

**Re:** F&O Agenda Item Request/Approval  
Award of Contract for Fresh Fruit and Produce

**Meeting Date:** June 17, 2019

### **Executive Summary:**

Approval is requested for an Award of Contract under RFP #2020-05-1293 to the sole respondent, Roch's Fresh Foods, 30 Arnold Farm Rd., West Greenwich, RI 02817 to provide Fresh Fruit and Produce for the NHPS Food Service Program for FY 2019-2020, in an amount not to exceed \$800,000.

**Funding Source:** Food Services  
Acct. #2521-5200-55587

### **Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
The Mission of the Food Service Department is to ensure that delicious, healthy meals are available to all New Haven students. We strive to serve good quality meals utilizing ingredients from many local producers that promote the health and wellness of students so they can be more productive in the classroom. This will help meet the district's goals: economical, quality, and sustainable food service program.
- 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?** Roch's Fresh Foods is a vendor that New Haven has used in the past with no issues. Vendors are evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year.
- 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.**  
Vendor was selected based on RFP #2020-05-1291 results for FY 20179-20. Having a variety of items to choose from will continue the food service mission of promoting the health and wellbeing of children in our school system. This RFP will allow healthy, nutritious and quality meals to be served by having the ability to choose various ingredients from different vendors. Food cost have increased due to the increase in food prices and other food commodities

### Cost History for Fresh Fruit and Produce

FY 2017-18 690K (Projected)  
FY 2016-17 699K  
FY 2015-16 500K  
FY 2014-15 450K  
FY 2013-14 500K



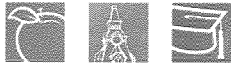
## Submissions

Solicitation Name: Fresh Fruit and Produce

Solicitation #:2020-05-1293

Closed: 6/11/2019

Supplier	Name	Email	Confirmation Code
Rochs Fresh Food West Greenwich Inc	Raymond Roch	CorporateController@rochs.com	NTEwNTE=



## Memorandum

**To:** Finance and Operations Committee  
**From:** Michael Pinto, Chief Operating Officer  
**Re:** F&O Agenda Item Request/Approval  
Purchase Order for BlackBoard Website and ParentLink Messaging  
**Meeting Date:** June 17, 2019

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### **Executive Summary:**

Approval is requested for a Purchase Order under Sole Source #29073x to Blackboard, Inc., 8335 Keystone Crossing, Suite 200, Indianapolis, IN for BlackBoard Website and ParentLink Instant Messaging and Notification System for the period of July 1, 2019 to June 30, 2020.

**Amount of Agreement and Daily, Hourly, or Per Session Cost:** In an amount not to exceed \$71,609.19

**Funding Source:** 2019-2020 Operating Budget  
Acct. #190-40200-56694

### **Key Questions:**

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

The Parentlink Service is a critical communication tool used at the District and School levels. This tool allows Principals and Directors to communicate effectively to a large group of staff and students in a timely manner. Bundled with this service is hosting of the District website nhps.net.

**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 Parentlink Service does allow the administration to communicate via robo-phone calls, emails and text messages. The IT Department does get feedback from Parentlink on phone numbers that are out of service or not answered. Each message that is sent out will produce a message report. This message report outlines how many people the message reached as well as various reasons if the message encountered an issue.

**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.**

Blackboard has an approved Sole Source letter (29073x) with the City Purchasing Agent. The District has been utilizing this service since 2006.

Revised Agreement previously approved is attached.



EXECUTED  
ORIGINAL

VOID IF EXECUTED AFTER: January 31, 2019  
CUSTOMER: New Haven City School District

## Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **New Haven City School District** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

### A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 07/01/2019-06/30/2020 (USD)	Initial Term Period #3 07/01/2020-06/30/2021 (USD)	Initial Term Period #4 07/01/2021-06/30/2022 (USD)
1	WCM-ALY-IMPL-P	WCM ALLY IMPL BUNDLE, 15001-25000 Users	01-01-2019 - 06-30-2019	\$8,004.17	\$16,141.00	\$16,141.00	\$16,141.00
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER					
1	WCM-ALY-IMPL	ALLY IMPLEMENTATION FOR WCM					
21718	BC-MN	BLACKBOARD MASS NOTIFICATIONS	01-01-2019 - 06-30-2019	\$12,923.70	\$26,061.60	\$26,061.60	\$26,061.60
21734	MCA-APP	BLACKBOARD MOBILE COMMUNICATIONS APP	01-01-2019 - 06-30-2019	\$7,916.07	\$15,761.69	\$15,761.69	\$15,761.69
21718	BC-MN-TC	BLACKBOARD TEACHER MESSAGING	01-07-2019 - 06-30-2019	\$3,230.92	\$6,515.40	\$6,515.40	\$6,515.40

21718	BC-MN-ATTEND	PARENTLINK ATTENDANCE APP	01-01-2019 - 06-30-2019	\$2,692.44	\$5,429.50	\$5,429.50	\$5,429.50
1	WCM-ESSN	BLACKBOARD WCM ESSENTIAL, 1 - 2,000 Users	01-01-2019 - 06-30-2019	\$743.84	\$1,500.00	\$1,500.00	\$1,500.00
1	MCA-APP-MAINT	MOBILE COMMUNICATIONS APP MAINTENANCE	01-01-2019 - 06-30-2019	\$0.00	\$200.00	\$200.00	\$200.00
1	WCM-MWY-TMPL	CREATIVE: MYWAY ULTRA SINGLE TEMPLATE	01-01-2019 - 06-30-2019	\$8,500.00			
12	WCM-TRNOL-ADV	ONLINE TRAINING: WCM (ADVANCED/CUSTOM)	01-01-2019 - 06-30-2019	\$6,157.50			
3	WCM-SVC-SL	CONSULTING: WCM SITE LAUNCH (CLIENT SITE) PER DAY	01-01-2019 - 06-30-2019	\$6,067.50			
2	WCM-TRNOS	TRAINING: ONSITE SESSION PER DAY	01-01-2019 - 06-30-2019	\$3,740.00			
1	WCM-TRAVEL-3	ONSITE TRAVEL EXPENSES (1-3 DAYS)	01-01-2019 - 06-30-2019	\$1,300.00			
1	WCM-TRAVEL-3	ONSITE TRAVEL EXPENSES (1-3 DAYS)	01-01-2019 - 06-30-2019	\$1,300.00			
2	WCM-TRNOL-ADM	ONLINE TRAINING: WCM SITE ADMINISTRATOR	01-01-2019 - 06-30-2019	\$720.00			
1	WCM-TRNOL-SWS	ONLINE TRAINING: WCM SECTION WORKSPACE	01-01-2019 - 06-30-2019	\$360.00			
1	WCM-ACT-ESSN	ACTIVATION: WCM ESSENTIAL, 1 - 2,000 Students	01-01-2019 - 06-30-2019	\$50.00			
1	WCM-IMPLES-LDAP	IMPLEMENTATION : WCM ESSENTIAL SECURE LDAP	01-01-2019 - 06-30-2019	\$0.00			
1	MCA-IMPL-APP	IMPLEMENTATION : MCA	01-01-2019 - 06-30-2019	\$0.00			

			<b>Total</b>	<b>\$63,706.14</b>	<b>\$71,609.19</b>	<b>\$71,609.19</b>	<b>\$71,609.19</b>
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**B. Terms**

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: January 01, 2019

**C. Payment Terms**

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

**D. Special Provisions**

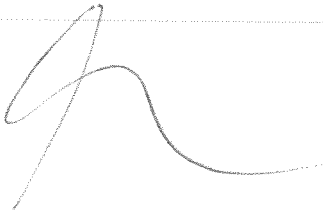
1. For purposes of clarification, a one-time unused license credit in the amount of \$31,663.65 shall be applied to Customer's first invoice.
2. The Statement of Work outlining the services to be provided is attached hereto and incorporated herein by this reference.

Sales Approved: Kaitlin Ford

Initial: 

Customer: New Haven City School District

Signature:



Name:

Darnell Goldson

Title:

President  
Board of Education

Date:

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes Please complete below

PO Number:

90290055-00

PO Amount:

\$32,458.76

Attach PO :

Attach Tax Exemption:

Blackboard Inc.

Signature:



Name: Bill Jones

Title: Deputy General Counsel

Date: January 09, 2019

**EXHIBIT TO  
BLACKBOARD ORDER FORM  
STATEMENT OF WORK**

This Work Statement is a preliminary expectation of both Blackboard and New Haven City School District ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated representatives of each Blackboard and Customer. The work described below is intended to be performed on a time and materials and/or fixed fee basis.

This Statement of Work ("SOW") is an attachment to the Blackboard Order Form between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1. Engagement Summary

The client has requested support from Blackboard in order to ...

The client has requested that Blackboard provide consultants (each a "Consultant") to perform services in connection with this project.

The Blackboard Consulting Service to be provided will be:

- **Web Community Manager Ally Implementation and Report Administration Orientation**

2. Customer Environment Technical Overview

*Describe the Customer's technical environment as impacted by this project.*

*Briefly describe the impacted platforms, how they are hosted and key integrations with other enterprise systems.*

3. General Scope of Consulting Services

**3.1 Project Management**

Project Management facilitates communication within Blackboard and with the Customer related to this engagement, and coordinates Blackboard's activities for this engagement. The goal of Project Management is that project objectives and milestones are met in a timely and cost effective manner.

To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management.

**3.2 Consulting Services**

***Service Title***

Web Community Manager Ally Implementation and Report Administration Orientation

***Service Description***

The Ally Technical Implementation and Report Orientation service is designed to provide basic technical configuration of Ally.

The service also includes an orientation for administrators and accessibility staff wishing to access, navigate and interpret the reports.

***Service Deliverables***

- Platform Installation
- Administration Orientation
- Orientation for Basic Interpretation of Reports

**Working Products**

Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables.

Where agreed Working Products may be made available to the client after delivery.

- System Configuration
- Training Agenda

**Customer Assumptions and Requirements**

- Customer is currently running Blackboard Web Community Manager
- High level of participation from client IT and administration resources
- Timely response from the Customer project leadership with regard to scheduling the orientation workshop
- All work to be performed remotely

4. Customer Responsibilities

Blackboard’s Consulting model assumes active participation from the Customer team.

The Customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to execute required tasks.

The Customer will staff the resources set forth below. This includes a Customer representative to be the primary point of contact for the Blackboard Project Manager.

The nominated Customer representative shall have full authority to make all decisions regarding project scope, overall timeline, and related project costs, as well as maintaining the necessary Customer project personnel, resources, etc. are available to complete the project(s).

5. Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

The staffing model may vary as dictated by individual client and project needs.

**5.1 Blackboard Team**

Blackboard will provide the following team:

Role	Activities and Responsibilities
Director	Responsible for general oversight and project quality. Serves as a client escalation point and co-ordinates additional input from specialists and subject matter experts.
Project Manager	Responsible for management of project tasks, schedule and resources.
Technical Consultant	Expert in the technical aspects of the Blackboard tools. Responsible for the delivery of technical project activities and coordination with the Customer's technical team.
Functional Consultant	Expert in the standard functionality of the Blackboard tools. Responsible for the delivery of functional project activities and coordination with the Customer's functional I team.

**5.2 Customer Team**

The Customer will provide the following team:

Role	Activities and Responsibilities
Customer Representative	Single contact point for Blackboard, able to make decisions regarding project scope, overall timeline, and related project costs, as well as maintaining the necessary Customer project personnel, resources, etc. are available to complete the project.
Project Manager	Responsible for management of project tasks, schedule and resources.
System Administrator	Provide the necessary access to the systems and services, configured as per the specification provided by the Blackboard Team.

6. Professional Fees, Expenses and Terms

**6.1 Consulting Services Pricing**

The pricing for the Consulting Services to be provided is detailed below:

**Pricing Table**

Service Title	Product Code	Term of Service	Price
Web Community Manager Ally Implementation and Report Administration Orientation	WCM-ALY-IMPL	One Year Firm and Fixed Price	

**Invoicing Schedule**

Service Title	Product Code	Invoicing
Web Community Manager Ally Implementation and Report Administration Orientation	WCM-ALY-IMPL	Invoiced on Contract Signature

**6.2 Expenses Related to Consulting Services**

Blackboard will invoice Customer for travel costs and other expenses incurred in connection with this SOW. These expenses are not included in the Services Pricing section. Blackboard will make reasonable efforts to manage travel costs without compromising project objectives.

**6.3 Cancellation of Onsite Workshops or Visits**

In the event the Customer chooses to cancel a scheduled on-site training workshop or consulting visit within two (2) weeks of the scheduled event, Blackboard Consulting may invoice the Customer for the following:

- For on-site training workshops, the full price of the workshop plus any incurred travel change fees
- For on-site consulting visits, the cost of all consultant hours scheduled for the site visit plus incurred travel change fees.

**6.4 Cancellation of Synchronous Online Training, Workshops or Meetings**

In the event the Customer chooses to cancel a scheduled synchronous online training workshop or consulting engagement within two (2) days of the scheduled event, Blackboard Consulting may invoice the Customer for the scheduled days at the then current rate for the scheduled consultant(s).

7. Project Timeline

The project plan will be drafted, agreed to, and tracked with the Customer during or after the planning phase. Timing and dependencies are identified as outputs from planning sessions and a formal plan will be drafted and tracked in partnership with the Customer Representative or Project Lead.

8. Change Control

Changes to scope, resources, staffing, or timeline may impact the pricing set forth herein. In the event a change occurs, the parties may capture and assess the impact and relevant implications through the project change control process. In this process, the parties will agree on a Project Change Request ("PCR") document. Any PCR must be approved by both Customer and Blackboard.

9. General Engagement Assumptions

Blackboard's approach, timeline, team structure, and professional fees are based on the assumptions below. Variance from these assumptions will be considered a request to change the scope of services performed under this SOW subject to the Blackboard Professional Services Schedule between Customer and Blackboard, and may affect the actual schedule and cost of the project.

- Pricing estimates outlined herein expire 30 days from the date on which this Statement of Work is presented to the Customer.
- All pricing and discounts for work not initiated are valid for 90 days from the executed Statement of Work date.
- This agreement covers only the activities as described.
- Staffing and scheduling for project roles/positions will begin once the Statement of Work is signed and Purchase Order is received.
- Payment for any software licenses is not contingent on or related to payment or performance for professional services.
- The Customer will provide Blackboard with access to the appropriate physical and technical environments in the timeframes confirmed with Blackboard Project Manager to complete the effort outlined in this document.
- Any scheduling estimates are based on the assumption that the Customer will respond to any decision required from the Customer within 5 business days.
- The Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing.
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as maintaining the necessary Customer project personnel, resources, etc. are available to complete the project(s).
- Quality involvement and working products from the Customer are critical to the project. The Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes.
- The Customer is responsible for providing subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed.
- The Customer must facilitate the hardware and software configuration and environment(s), either managed or self-hosted, that can support the functional/technical services included in this Statement of Work.
- All interfacing systems in the environment(s) designated for functional testing will be available.
- Third-party products and services, except as expressly noted above, Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this Statement of Work. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to the Customer's Student Information System.
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables.



- Time and Materials Services are estimated and billed based upon a maximum eight (8) hour workday per Consultant and a maximum forty (40) hour work week per Consultant. Where applicable the Time and Materials billing rate for the Consultants shall be at the rates set forth in the Rate Table in this document section Consulting Services Pricing.
- The Customer shall pay all outstanding invoices from any previous Blackboard agreements greater than thirty (30) days, prior to beginning work under this document.
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year.
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time.
- For Time and Materials Consulting Services related to this project, as outlined in the document, all fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 30.
- All Consulting Services related to this Project, as outlined in this document, shall be billed according to the Invoicing Schedule as outlined in this document section Consulting Services Pricing.
- All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer.
- Following delivery of services under this agreement, the project will commence close out activities and close no later than 4 weeks following the date of final delivery of the services, unless the parties otherwise agree in writing signed by all parties.

#### 10. Training Services

The following assumptions / requirements apply to Training Services to be provided by Blackboard Consulting.

- Blackboard, upon request of Customer, shall provide Training Services to Customer. Upon acceptance of this Agreement, Blackboard will designate a Project Manager/Coordinator to schedule training event. Events are typically scheduled 4-6 weeks in advance. Schedules for facilitated and non-facilitated asynchronous online training course are published to the Blackboard Inc. website.
- Onsite training may be eligible for synchronous remote delivery upon request of Customer, however, a single method of delivery must be chosen. Splitting delivery methods is strictly prohibited
- Onsite or synchronous remote class size is restricted to a maximum of 15 Authorized End Users (as defined in Customer's Software Schedule) to maintain an effective instructor-student ratio.
- Requests for additional participants will be reviewed on a case by case basis and, if approved, will be subject to a fee equal to 10% of the listed price of the training and may require additional materials and delivery days.
- Facilitated, asynchronous online training course/workshop class sizes are restricted to a maximum of 20 Authorized End Users (as defined in Customer's Software Schedule) to maintain an effective instructor-student ratio.
- Participants in facilitated, asynchronous online training courses should expect to spend eight to fifteen hours per week reading assignments, completing exercises, and participating in Discussion Board forums. The Customer must provide the name(s) and email address(es) of each participant in advance of the course start date.
- Onsite Training events are only for Customer's on-campus, internal use. Training events may not be video recorded.
- Remote Synchronous events delivered using Collaborate may be recorded. The recordings are intended for participants who attended the training and need review or for those who missed the training but were part of the 15 person roster. Recordings are not for wide distribution or consumption. They must not be posted on a public website or even made available to the clients' larger teacher population. They may not be sold or otherwise distributed for the purpose of profit and remain the intellectual property of Blackboard, Inc.
- Onsite classes are structured as a hands-on/active training seminar held in a computer classroom unless otherwise agreed. To maintain the best learning experience, Customers must provide:
  - A computer lab containing one computer for each student.
  - A high bandwidth Internet connection from each computer.
  - A video projection device capable of 1024x768 resolution attached to a "lead" computer.

- Access to the locally installed version of Blackboard software or a Blackboard Managed Hosting installation.
- Please maintain that all computers meet the Blackboard Learn supported browser and operating system requirements as outlined in Blackboard Learn's customer materials and websites.
- Each participant must possess basic Web navigation and file management skills, internet access, and an email address.



NEW HAVEN PUBLIC SCHOOLS

# Memorandum

**To:** Finance and Operations Committee  
**From:** Kevin Moriarty, IT Manager  
**Re:** F&O Agenda Item Request/Approval  
P.O. for Student Information System Solution (PowerSchool)  
**Meeting Date:** June 17, 2019

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## **Executive Summary:**

Approval is requested for a Purchase Order under Sole Source #29172x to PowerSchool Group LLC., 150 Parkshore Drive, Folsom, CA to continue to provide our Student Information System (SIS) to New Haven Public Schools, from July 1, 2019 to June 30, 2020.

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

In an amount not to exceed \$122,590.75

**Funding Source:** 2019-2020 Operating Budget – Data Processing  
**Account #:** 190-47200-56694

## **Key Questions:**

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

PowerSchool is a Student Information System that provides: An easy to use interface; Better Connecticut State Reporting functionality; Unified Teacher Gradebook; Parent Portal to allow parents to review their child's status and progress; unlimited concurrent logins and very flexible database structure that can be customized in-house to meet District needs for the future.

### **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?**

PowerSchool has proven to be a leader in Student Information System business in Connecticut as well as the rest of the country. We have been very pleased with support and maintenance during all of the 7 years we have had PowerSchool.

### **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.**

PowerSchool does hold a Sole Source letter with the City Purchasing Department (#29172x). The per-student pricing has remained the same as 18-19 at \$5.20 per student.

Copy of proposal is attached.



# INVOICE

<b>Invoice No.</b>	INV147684
<b>Tax ID No.</b>	47-4674631
<b>Date</b>	7/1/2018
<b>Customer No.</b>	10003377
<b>PO No.</b>	

**Bill To**

New Haven Public School District  
 54 Meadow St  
 New Haven CT 6519  
 United States

**Ship To**

New Haven Public School District  
 54 Meadow St  
 New Haven CT 06519  
 United States

<b>Terms</b>	<b>Due Date</b>
Immediate	7/1/2018

Description	U/M	Qty	Tax	Unit Price	Extended Price
PS-PS-S-EMS: PS SIS Enterprise Management Service Annual Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	Y	12385.75	\$12,385.75
MS-PS-S-PSMSR: PS SIS M&S Recurring Contract Dates: 07/01/2018 - 06/30/2019	Students	20,500	Y	5.20	\$106,600.00
PS-PS-S-PDLS: PS SIS PD+ Annual Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	Y	3605.00	\$3,605.00
<p>This is your annual support/subscription/hosting renewal. A new purchase order is required. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew.</p> <p>Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.</p>					
<b>Subtotal</b>			<b>Tax Total</b>		<b>Total (USD)</b>
\$122,590.75			\$0.00		\$122,590.75

<b>Remit by Check (US Mail Only):</b> PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-8408	<b>Remit by Check (Courier):</b> Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	<b>Remit by Wire or ACH to:</b> Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBIUS6S (Include invoice number in transmission)	<b>Customer Service:</b> ar@powerschool.com 888-265-7641 (Toll-Free) 916-288-1588 (Fax)
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**IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE INSTALLED OR USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, YOU MUST RETURN THE LICENSED PRODUCT TO POWERSCHOOL WITHIN TEN (10) DAYS OF RECEIPT. BY INSTALLING AND USING THE LICENSED PRODUCT AS PERMITTED BY THIS LICENSE OR ORDERING SERVICES (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

## LICENSED PRODUCT AND SERVICES AGREEMENT

Last updated as of June 2, 2017

1. **DEFINITIONS.** PowerSchool Group LLC, the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "PowerSchool." The school, school district or other entity licensing Licensed Product is referred to herein as "Licensee." This Licensed Product and Services Agreement is referred to herein as the "Agreement." In addition, the following definitions shall apply:

1.1 **Documentation** means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by PowerSchool 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 PowerSchool as part of Licensed Product.

1.3 **Hosting Services** means the hosting of the Licensee's license to the Licensed Product and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the Licensed Product and Third Party Software, including associated offline components.

1.4 **Licensed Product(s)** means all software (including Embedded Applications) and subsequent versions provided under Support Services 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.

1.5 **Licensed Sites** means Licensee's schools, administrative offices, and other locations at which Licensee conducts its school administrative functions.

1.6 **Professional Services** means data conversion, implementation, site planning, configuration, integration and deployment of the Licensed Products or Hosting Services, application development, training, project management and other consulting services.

1.7 **Support Services** is defined in section 3.1. of the Support and Services Policies attached hereto.

1.8 **Services** means Support Services, Hosting Services and Professional Services collectively.

1.9 **State Reporting Code (or SRC)** means Licensed Product that may be available to Licensee to assist Licensee in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.10 **Third Party Software** means any software product designated as Third Party Software by PowerSchool, and any related documentation supplied to Licensee. Any product designated as Third Party Software is licensed by an entity other than PowerSchool, under different license terms than those set forth herein. Third Party Software is different from Embedded Applications in that PowerSchool 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). PowerSchool is not the licensor of Third Party Software.

## 2. LICENSE GRANT

2.1 **Basic Terms.** Subject to the terms and conditions of this Agreement and the Privacy Policy located at <http://www.powerschool.com/customer-contract-privacy-policy>, PowerSchool grants to Licensee a restricted, personal, non-exclusive, non-transferable license to use the

Licensed Product specified in the PowerSchool's quotation or acceptance of License purchase order solely to support its school administrative functions, only at the Licensed Sites, not to exceed the maximum student enrollment as set forth in Section 1 of the Supplemental Terms and Conditions. Such license shall be perpetual, unless it is specified in PowerSchool'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 PowerSchool 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 **Copies.** Licensee shall not make copies of, otherwise reproduce, or allow any unauthorized and/or third-party access to 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 PowerSchool to Licensee. Licensee shall retain and include all of PowerSchool's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

2.3 **Supplemental Terms and Conditions.** The product-specific terms and conditions set forth in the Supplemental Terms and Conditions attached hereto are incorporated herein by reference. These additional terms and conditions are applicable to the extent that Licensee licenses any of the specific products or modules listed therein.

## 3. PROPRIETARY RIGHTS

3.1 **Restrictions on Use of the Licensed Product and Services.** Licensee shall use the Licensed Products and Services only for the internal business purposes of Licensee. Licensee shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Licensed Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Licensed Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based upon the Licensed Product or Services; (iv) modify, adapt, translate or otherwise make any changes to the Licensed Products or Services or any part thereof; (v) use the Licensed Products or Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without PowerSchool prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Licensed Products or Services; or (viii) otherwise use or copy the same except as expressly permitted herein. Licensee shall not transfer, assign, provide or otherwise make Licensed Products, Services or this Agreement available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this Agreement shall be void. Licensee shall hold PowerSchool harmless from claims for damages resulting from Licensee's misuse of the

Licensed Products and Services, including PowerSchool's intellectual property.

3.2 **Intellectual Property Rights.** Licensed Product is proprietary to PowerSchool 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 PowerSchool or their other owners, as applicable.

3.3 **Confidentiality.** Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall notify PowerSchool 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 PowerSchool 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.

4. **SUPPORT AND OTHER SERVICES.** Any Support and/or Professional Services and/or Hosting Services ordered from PowerSchool by Licensee in connection with the license of Licensed Product shall be provided by PowerSchool pursuant to PowerSchool's terms, conditions and policies applicable at the time of order to the particular Services purchased. PowerSchool's current terms, conditions and policies for delivery of Support and Services, which are subject to change from time to time, are attached hereto as the Support and Services Policies. Licensee's license of Licensed Product does not, by itself, entitle Licensee to any support, upgrades, patches, fixes or the like for Licensed Product; Licensee must maintain a current Support subscription and pay any applicable Support fees to be eligible for Support Services. Support Services must be purchased for all licenses in Licensee's possession. Support may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.

5. **FEES AND TAXES.** Licensee agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the Licensed Products and related 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 PowerSchool's net income. Licensee agrees to also pay for PowerSchool's reasonable travel and lodging expenses for Services performed at Licensee's premises, at actual cost. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon PowerSchool'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 PowerSchool'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 PowerSchool quotation or invoice is in United States dollars unless otherwise specified.

6. **THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE.** Any software designated by PowerSchool 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 PowerSchool, unless otherwise specifically provided under this Agreement. Only Sections 5, 6, 9 and 12 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 additional license terms are identified in the Supplemental Terms and Conditions with respect to any Embedded Applications, Licensee shall

comply with such conditions 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 PowerSchool will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

7. **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. PowerSchool 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 PowerSchool for Licensee's use with Licensed Product. PowerSchool will make written requirements available to Licensee at Licensee's request.

8. **LIMITED MEDIA WARRANTY.** PowerSchool warrants that the media on which Licensed Product is recorded shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee's exclusive remedy under this Section shall be replacement of the defective media.

9. **DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 8), AND POWERSCHOOL 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, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT AND SERVICES IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL 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. **STATE REPORTING CODE.** Unless PowerSchool specifically offers SRC for Licensee's state, PowerSchool makes no representation that Licensed Product includes any SRC designed to meet the reporting requirements of Licensee's state. If PowerSchool does offer SRC for Licensee's state, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements; however, PowerSchool does not warrant that the SRC conforms to, or that use of the SRC will ensure Licensee's compliance with, all state regulatory requirements that may apply or that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

11. **TERMINATION**

11.1 **Termination for Breach.** PowerSchool 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 PowerSchool 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 PowerSchool, PowerSchool shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

**11.2 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, 6, 9, 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 PowerSchool or destroy all copies of such Licensed Product and associated Third Party Software in its possession or control, and shall forward written certification to PowerSchool that all such copies of such Licensed Product and Third Party Software have either been destroyed or returned to PowerSchool.

**11.3 Liquidated Damages.** In the event that Licensee enters into a multi-year contract with PowerSchool and Licensee terminates the contract or any portion thereof, Licensee agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term of the contract as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Licensee terminates this Agreement as a result of PowerSchool's breach in accordance with Subsection 11.1 herein. Notwithstanding the foregoing, Licensee shall not be liable for said liquidated damages in the event that: (i) Licensee provides PowerSchool at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Licensee's contract. Licensee shall not utilize this clause as a right to terminate the contract for convenience. PowerSchool reserves the right to seek documentation evidencing the non-appropriation of funds.

**12. LIMITATION OF LIABILITY. POWERSCHOOL 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 POWERSCHOOL 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 POWERSCHOOL HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO SUPPORT SERVICES OR HOSTING SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES ON WHICH THE CLAIM IS BASED.**

**13. GENERAL**

**13.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be subject to the Uniform Computer Information Transactions Act.

**13.2 Compliance Verification.** During the term of the Agreement and for a period of one year following its termination, PowerSchool shall have the right to verify Licensee's full compliance with the terms and requirements of the Agreement. Licensee shall (A) provide any assistance

reasonably requested by PowerSchool or its designee in conducting any such audit, including installing and operating audit software, (B) make requested personnel, records, and information available to PowerSchool or its designee, and (C) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Licensee shall reimburse PowerSchool for the reasonable costs and expenses of such verification process incurred by PowerSchool (including but not limited to reasonable attorneys' fees), and Licensee shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for Services and interest fees related to usage in excess of the quantities purchased.

**13.3 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 PowerSchool, such notices shall be sent to: PowerSchool Group LLC, Attn General Counsel, 150 Parkshore Drive, Folsom, CA 95630. In the case of notices to Licensee, such notices shall be sent to PowerSchool's address of record for Licensee. Either party may change its notice address by notifying the other in like manner. Licensee agrees that the terms of this Agreement, including all pricing for PowerSchool's products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool.

**13.4 Facilities.** Licensee acknowledges that certain Services are intended to be performed by PowerSchool 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 PowerSchool to perform such work.

**13.5 Confidentiality.** PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to PowerSchool in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. PowerSchool 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 PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Licensee to any third party at any time.

**13.6 Limited License.** Licensee grants to PowerSchool a non-exclusive, royalty free license, to use equipment, software, Licensee data or other material of Licensee solely for the purpose of performing its obligations under the Agreement. However, PowerSchool may use and distribute the Licensee data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be aggregated and/or de-identified.

**13.7 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.

**13.8 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.

13.9 **Entire Agreement.** This Agreement, inclusive of the Supplemental Terms and Conditions and the Support and Services Policies incorporated herein, or any addendums, amendments, and/or exhibits mutually executed and attached hereto, 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 PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the parties, this Agreement is effective upon receipt and supersedes all prior Agreements entered into by the parties, the parties' agents, and/or the parties' previous affiliates. This Agreement shall not be modified or amended without the written agreement of both parties.

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## SUPPLEMENTAL TERMS AND CONDITIONS

1. **PRICING; ENROLLMENT INCREASES.** License pricing for Licensed Product is based on student enrollment at the Licensed Sites. If an increase in student enrollment in excess of five percent (5%) occurs at the Licensed Sites, then Licensee shall pay additional license and support fees to PowerSchool in accordance with PowerSchool's invoice. Such additional fees shall be computed by multiplying the then-current per student license and support fees for Licensed Product by Licensee's additional enrollment. Licensee's subsequent Support invoices will be based on the increased enrollment as well.

2. **TERMS RELATING TO EMBEDDED APPLICATIONS**

2.1 **Oracle.** The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

(a) The Oracle Software may only be used in conjunction with the Licensed Product and solely for Licensee's internal business purposes.

(b) Oracle USA, Inc. ("Oracle") shall have no liability whatsoever to Licensee for any damages, whether direct, indirect, incidental, or consequential arising from Licensee's use of Licensed Product or the Oracle Software.

(c) Licensee is prohibited from publishing the results of any benchmark tests run on the Oracle Software.

(d) Licensee shall be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.

(e) Licensee's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.

(f) Oracle shall be a third party beneficiary of this Agreement.

(g) Oracle shall have no performance obligation or liability to Licensee in connection with this Agreement.

(h) Should the Oracle Software contain any source code provided by Oracle, such source code shall be governed by the terms of this Agreement.

2.2 **GPL Software.** Certain Embedded Applications included with the Licensed Product may be free software licensed under the terms of the GNU General Public License (GPL). Licensee may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Licensed Product.

3. **HARDWARE.** If, in conjunction with Licensee's licensure of Licensed Product, Licensee is purchasing any hardware through PowerSchool, Licensee acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Licensee only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Licensee agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third party software being purchased by Licensee through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Licensee further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool shall have no liability whatsoever in connection with such claims.

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## SUPPORT AND SERVICES POLICIES

### I. SUPPORT SERVICES

1. **Definitions.** Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement ("Agreement") between Licensee and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions shall apply:

**Errors** shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool'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.

**Fix** shall mean a patch, service pack or corrective update of Licensed Product that PowerSchool 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.

**New Products** shall mean new products, programs or modules developed by PowerSchool 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 PowerSchool. 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 PowerSchool's then-current license agreement only after payment of applicable fees.

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

**Support Services** shall mean those support services described in Section 3.1 below that will be provided hereunder with respect to Licensed Product during Licensee's Support Term.

**Support Term** shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable



Support Services fees, including any initial Support Term and any renewal Support Terms.

**Telephone and E-mail Support** shall mean telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Licensee's use of Licensed Product and any problems that Licensee experiences in using Licensed Product.

2. **Support Term; Fees.** Support Services for Licensed Product are available at an additional cost. For Support Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Support Term will begin upon shipment (FOB PowerSchool's place of shipment) of Licensed Product (or, in the case of Licensed Product made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product) and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee shall provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If no notice of non-renewal is given by either party, the Support Term will automatically renew for the applicable renewal term stated on PowerSchool's renewal invoice at the then current Support fees; otherwise, Licensee's Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's Support Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to support, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Support Terms, Licensee shall pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Support Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Support Services in such renewal term.

3. **Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

3.1 **Support.** Support Services shall include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool 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 PowerSchool. Support Services do not include New Products. PowerSchool 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).

3.2 **Custom Programs.** For any custom programs developed for Licensee by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product includes any functionality that allows Licensee to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

3.3 **Requisite Training.** 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.

3.4 **Enhancements to SRC.** PowerSchool may provide certain enhancements to SRC to customers that are current in their payment of annual Support fees for the SRC to PowerSchool. However, PowerSchool reserves the right, in its discretion: (a) to require that additional fees be paid by customers desiring that SRC be updated in connection with new reporting requirements in their state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time PowerSchool determined its applicable Support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

4. **Authorized Representatives.** If Licensee has purchased Support Services for the Licensed Product from PowerSchool, then in order to receive such Support Services, Licensee shall identify to PowerSchool up to two (2) people who will contact PowerSchool with any technical and product questions ("Authorized Representatives"). If it is desired that additional Authorized Representatives be permitted to contact PowerSchool for Support, Licensee must pay additional Support fees for such additional Authorized Representatives. All such Authorized Representatives shall complete, at a minimum, PowerSchool's Initial Product Training for the Licensed Product. Licensee shall provide PowerSchool with a written list of its Authorized Representatives as part of the implementation process for the Licensed Product, and shall keep PowerSchool informed of replacements for Authorized Representatives as soon as possible after the replacements occur.

5. **Licensee's Other Responsibilities.** To receive Support Services, Licensee shall: (a) report Errors or suspected Errors for which Support Services are needed, and supply PowerSchool with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product; (e) maintain hardware and system software consistent with PowerSchool's minimum requirements; and (f) timely install all Fixes and New Versions supplied by PowerSchool in the proper sequence, and have the most current version of Licensed Product installed. Licensee acknowledges that Fixes and New Versions may be made available electronically, and that, in some cases, PowerSchool may maintain e-mail distribution lists that are used to notify customers of the availability of Fixes and New Versions and to provide other information to customers that are maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of PowerSchool so that Licensee receives such notifications and other information.

6. **Support For Prior Versions.** Licensee must timely install all Fixes and New Versions to receive Support Services. In some cases, it may not be practical for certain customers to install a New Version immediately upon release. Therefore, PowerSchool may, in its discretion, continue to provide Telephone and E-mail Support for the prior version of Licensed Product for a period of time after release of a New Version. Licensee acknowledges that Fixes and other code maintenance will not be available for prior versions of Licensed Product (including SRC) after the release of a New Version.

## II. **PROFESSIONAL SERVICES**

1. **Fees and Expenses.** In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in PowerSchool's written

acknowledgment of Licensee's order, or as may be subsequently agreed upon by the parties; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Licensee agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay PowerSchool 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. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Licensee's order shall apply to those services originally ordered; however, PowerSchool 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 PowerSchool; 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.

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

3. **Services Cancellation.** Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request.

4. **Ownership Of Materials.** PowerSchool 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 Professional Services. Provided that Licensee pays PowerSchool all fees and expenses associated with the development and provision of such Deliverables, Licensee shall 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 PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Licensee confidential information (as defined in Section 13.5 of these Policies) that is incorporated into any Deliverable remains subject to the provisions of such Section.

### III. HOSTING SERVICES

1. **Term; Fees.** Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Hosting Term will begin upon PowerSchool's written acknowledgment of Licensee's order and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Hosting Services with effect as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Licensee with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Licensee (but in any event will continue providing Hosting Services for the balance of the current term

for which Licensee has prepaid for such Services). If no notice of non-renewal is given by either party, then PowerSchool will invoice Licensee for the applicable renewal fees for a subsequent Hosting Term. If Licensee's Hosting Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to Hosting Services, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Licensee shall pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term. Should Licensee decide to terminate hosting services, Licensee will retain its license to Licensed Product, subject to the terms of this Agreement.

2. **Availability.** Licensee acknowledges and agrees that the Licensed Product may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product caused by Downtime, whether scheduled or not.

3. **Acceptable Use Policy.** Licensee acknowledges and agrees that PowerSchool does not monitor or police the content of communications or data of Licensee or its users transmitted through the Services, and that PowerSchool shall not be responsible for the content of any such communications or transmissions. Licensee shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Licensee agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Licensee. PowerSchool may suspend or terminate any user's access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

4. **Security.** Licensee will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Licensee will comply with the user authentication requirements for use of the Hosting Services. Licensee is solely responsible for monitoring its authorized users' access to and use of the Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Licensee, and PowerSchool shall not be liable for any damages incurred by Licensee or any third party resulting from such breach. Licensee must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

5. **Data.** Licensee has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.



NEW HAVEN PUBLIC SCHOOLS

**Memorandum**

**To:** Finance and Operations Committee  
**From:** Kevin Moriarty, IT Manager  
**Re:** F&O Agenda Item Request/Approval to Renew Subscription for TalentEd Solution  
**Meeting Date:** June 17, 2019

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**Executive Summary:**

Renewal is requested for a Purchase Requisition between the New Haven Board of Education and PowerSchool, 150 Parkshore Drive, Folsom, CA 95630 to provide access to TalentEd, a customized performance evaluation software system to New Haven Public Schools.

**Effective Dates:** July 1, 2019 to June 30, 2020

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

Total Cost of Project is **\$24,191.15**.

**Funding Source:** 2019-2020 Operating Budget – Data Processing  
Account #: 190-47200-56694

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
TalentEd software product is embedded and utilized in evaluations of Administrators, Teachers and Central Office Staff, with the capacity to expand to other groups of staff.
- 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?**  
TalentEd has been an instrumental tool in managing evaluations since 2009.
- 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.**

The TalentEd system is uniquely customizable and fits all of the District's needs. PowerSchool has an approved Sole Source letter (SLSRC #29081x) on file with the City of New Haven's Purchasing Agent.

Copy of the quote is attached.



150 Parkshore Dr, Folsom, CA  
 95630  
 Remit Email:  
 renewals@powerschool.com  
 FAX: (916) 288-1588  
 Quote Date: 4/9/2019  
 Quote #: Q-186441-1

Prepared By: Joy Molina  
 Customer Name: New Haven Public School District  
 Enrollment: 23,921  
 Contract Term: 12 Months  
 Start Date: 7/15/2019  
 End Date: 7/14/2020

Customer Contact:  
 Title:  
 Address: 54 Meadow Street  
 City: New Haven  
 State/Province: Connecticut  
 Zip Code: 06519  
 Phone #:

Product Description	Quantity	Unit	Unit Price	Extended Price
<b>License and Subscription Fees</b>				
Unified Talent (TalentEd) Perform Sync District	1.00	Each	USD 0.00	USD 0.00
Unified Talent (TalentEd) Perform District	1.00	Students	USD 24,191.15	USD 24,191.15
License and Subscription Totals:			<b>USD 24,191.15</b>	

<b>Year One Total</b>	<b>USD 24,191.15</b>
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On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.**

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at <https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/> ; and the supplemental terms for the applicable product(s) in this quote located at: <https://www.powerschool.com/additional-documentation-for-peopleadmin-talented-and-performance-matters/>.

## POWERSCHOOL GROUP LLC

Data Privacy Rider  
(Connecticut)

**This Data Privacy Rider (“Rider”) amends the terms of the Licensed Product and Services Agreement (“Agreement”) entered into by and between PowerSchool Group LLC (“PowerSchool”) and the school, school district, or other entity licensing the Licensed Product (“Licensee”).**

**Whereas**, the Connecticut General Assembly passed Public Act 16-189 (as amended), “An Act Concerning Student Data Privacy” (“Act”) that delineates specific protections of student information in all contracts involving the use of such information; and

**Whereas**, it is the intent and desire of the parties to comply fully with the Act; and

**Whereas**, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

**Therefore**, the parties agree as follows:

### 1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

### 2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

### 3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

### 4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

#### 5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

#### 6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

#### 7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

#### 8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

**IN WITNESS WHEREOF**, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

**POWERSCHOOL GROUP LLC**

[NAME]

*SS*



Signature

Signature

Gregg Clevenger  
Authorized Representative Name (Print)

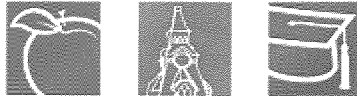
\_\_\_\_\_  
Authorized Representative Name (Print)

Chief Financial Officer  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



NEW HAVEN PUBLIC SCHOOLS

**Memorandum**

To: Finance and Operations Committee  
From: Kevin Moriarty, IT Manager  
Re: F&O Agenda Item Request/Approval for Renewal of Follett Destiny Library Management Subscription  
Meeting Date: June 17, 2019

**Executive Summary:**

Renewal is requested for a purchase requisition for Destiny Library Management software subscription between the New Haven Board of Education and Follett School Solutions, 1340 Ridgeview Drive, McHenry IL 60050-7048 to provide access to a hosted library management system for New Haven Public Schools for FY 2019-2020.

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

Total Cost of Project is **\$39,615.00**

**Funding Source:** **\$19,807.50** from 2019-2020 Operating Budget – Data Processing  
Account #: 190-47200-56694  
**\$19,807.50** from 2019-2020 Operating Budget – Library Media Services  
Account #: 190-42700-56694

**Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
Follett Destiny is a leading software package for Library Management. Tracking our library assets is an important task for all Library Media Specialists within our District.
- 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?**  
Destiny was implemented in 14-15 and proved very instrumental in tracking library books.
- 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.**

Follett Destiny is currently in 95% of Connecticut school districts. Follett is also designated as a Sole Source vendor for this type of system under SLSRC #29137x. The amount for this year is \$1,042.50 less than last year.



# RENEWAL QUOTE



Page	1
Quote#	7410157
Issue Date	04/02/2019
Expiration Date	06/30/2019
Customer#	0639736
Customer	NEW HAVEN PUB SCHS

**NEW HAVEN PUB SCHS**  
**54 MEADOW ST**  
**NEW HAVEN CT 06519**

<b>Quote Summary</b>	<b>Payable in USD</b>
<b>Quote Total</b>	<b>\$39,615.00</b>

**Applicable taxes are NOT included**

## NOTICE OF PAYMENT DUE

Mail Payment (Check)  
 Follett School Solutions, Inc.  
 91826 Collection Center Drive  
 Chicago, IL 60693 USA

Mail Purchase Order  
 Follett School Solutions, Inc.  
 1340 Ridgeview Drive  
 McHenry, IL 60050 USA  
 Email: [FSSorders@follett.com](mailto:FSSorders@follett.com)  
 Fax: 800-852-5458

### Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
<b>AUGUSTA LEWIS TROUP SCH - 0600638</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>BARNARD ENVIRO STUDIES SCH - 0600615</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>BENJAMIN JEPSON MAGNET SCH - 0607542</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>BETSY ROSS ARTS MAGNET SCH - 0638725</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>BISHOP WOODS SCH - 0600618</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>BRENNAN ROGERS COM/MEDIA 4-8 - 0601461</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>BRENNAN ROGERS/COM/MEDIA PK-3 - 0600632</b>				

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)

Did you know that Follett has a tool to manage your textbooks and other assets? Visit [k12.follett.com/drmcomplete](http://k12.follett.com/drmcomplete) to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on [www.destinyexpress.com](http://www.destinyexpress.com).

# RENEWAL QUOTE



Page	2
Quote#	7410157
Issue Date	04/02/2019
Expiration Date	06/30/2019
Customer#	0639736
Customer	NEW HAVEN PUB SCHS

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>CLEMENTE LEADERSHIP ACAD - 0600909</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>CLINTON AVENUE SCH - 0600621</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>COLUMBUS FAMILY ACAD - 0600622</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>CONTE/WEST HLS MGNT SCH - 0609132</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>COOPERATIVE ARTS HIGH SCH - 0601173</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>DAVIS ST ARTS/ACADEMICS SCH - 0600625</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>DR REGINALD MAYO ECC - 0602086</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>EAST ROCK CMTY MAGNET SCH - 0600630</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>EDGEWOOD MAGNET SCH - 0638760</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)

Did you know that Follett has a tool to manage your textbooks and other assets? Visit [k12.follett.com/drmcomplete](http://k12.follett.com/drmcomplete) to learn more about Destiny® Resource Manager Complete Edition.

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# RENEWAL QUOTE



Page	3
Quote#	7410157
Issue Date	04/02/2019
Expiration Date	06/30/2019
Customer#	0639736
Customer	NEW HAVEN PUB SCHS

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>FAIR HAVEN SCH - 0600627</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>HIGH SCH IN THE CMTY - 0600623</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>HILL CTRL ELEM SCH - 0600629</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>HILL REG CAREER MAGNET HIGH SCH - 0600017</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>JAMES HILLHOUSE HIGH SCH - 0600631</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>JOHN C DANIELS INTERDIST MAG - 0601719</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>JOHN S MARTINEZ MAGNET SCH - 0601721</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>KING/ROBINSON MAGNET SCH - 0600910</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>LINCOLN BASSETT SCH - 0600616</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00

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# RENEWAL QUOTE



Page	4
Quote#	7410157
Issue Date	04/02/2019
Expiration Date	06/30/2019
Customer#	0639736
Customer	NEW HAVEN PUB SCHS

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>LW BEECHER MUSEUM SCH - 0600617</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>MAURO-SHERIDAN SCI/TECH/COM SCH - 0639775</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>METRO BUSINESS ACAD - 0601708</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>NEW HAVEN ACAD - 0601731</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>NEW HAVEN SCHS PROF COLLECTION - 0602079</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>ROSS WOODWARD SCH - 0600642</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>SOUND SCH - 0601242</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>TRUMAN ELEM SCH - 0600639</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>WEST ROCK AUTHORS ACAD - 0601383</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
				<b>Site Total</b>
				<b>\$1,042.50</b>
<b>WEXLER-GRANT CMTY SCH - 0600628</b>				
				<b>Site Total</b>
				<b>\$1,042.50</b>

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114(US/CAN) or 708-884-5000(Outside US/CAN)

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# RENEWAL QUOTE



Page	5
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Customer	NEW HAVEN PUB SCHS

## Quote Details

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67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>WILBUR CROSS HIGH SCH - 0638750</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>WORTHINGTON HOOKER K-2 SCH - 0600643</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>
<b>WORTHINGTON HOOKER MDL SCH - 0601733</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2019	06/30/2020	\$892.50
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2019	06/30/2020	\$150.00
<b>Site Total</b>				<b>\$1,042.50</b>

End of Quote

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# Memorandum

**To:** Finance and Operations Committee

**From:** Kevin Moriarty, IT Manager

**Re:** F&O Agenda Item Request/Approval for AESOP Substitute Software and Applicant Tracking Purchase Requisition under Sole Source #29077x

**Meeting Date:** June 17, 2019

## **Executive Summary:**

Approval is requested for a Purchase Order to Frontlines Technologies, 1400 Atwater Drive, Malvem, PA for Automated Substitute Placement and Absence Management (AESOP) software subscription fees, including Maintenance and support; Applicant Tracking for new hires and IEP Direct platform used by Special Funds Department, from July 1, 2019 to June 30, 2020.

Total Amount of Agreement is not to exceed: **\$97,901.43.**

**Funding Sources:**      **2019-2020 Operating Budget – Data Processing**  
                                  **Acct. #190-47200-56694 – Data Processing (\$45,571.13)**  
                                  **Acct. #190-45100-56694 – Human Resources (\$11,872.64)**  
                                  **Acct. #190-49400-56694 – Special Education (\$40,457.66)**

## **Key Questions:**

- 1. Please describe how this service is strategically aligned with school or District goals:**  
 This software allows the Human Resources Department to automatically assign substitutes to schools where teachers are absent. It also allows for accurate teacher attendance data to be collected and reported. The Applicant Tracking piece allows the Human Resources Department to provide a tracking system for new hire applications along with gathering proper paperwork.
- 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 AESOP system provides a valuable service for use of data to support our district improvement efforts of monitoring teacher absences. This system is used for tracking teacher attendance patterns as well as FMLA, professional development, substitute hiring and providing placement in advance of expected absences. This system allows us to collect and utilize critical reports and data to assist with decision making to support district and school budgets, staffing conversations, equity and most of all real time access to data for schools.
- 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.**  
 Frontline Technologies is the sole provider of AESOP software (Sole Source #29077x) and it holds all of the U.S. patents on AESOP and VeriTime, which are #6,334,113; #6,675,151 and #7,430,519.

Quote is attached.



# INVOICE

Acct #: 14037  
#INVUS101793

Accounts Payable  
New Haven Public Schools  
54 Meadow Street  
New Haven CT 06519

Start Date: 7/1/2019

Due Date: 7/31/2019

### PAYMENT INFORMATION

**Please send checks to:**

Frontline Technologies Group LLC  
PO Box 780577  
Philadelphia, PA 19178-0577

**To make payment via ACH/EFT:**

Bank Name: Wells Fargo, N.A.  
Account Name: Frontline Technologies Group LLC  
ABA/Routing #: 121000248  
Account #: 4121566533  
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to [Billing@FrontlineEd.com](mailto:Billing@FrontlineEd.com).

Qty	Description	Start	End	End User	Rate	Amount
1	IEP-Direct, unlimited usage for internal employees	7/1/2019	6/30/2020	14037 New Haven Public Schools	\$40,457.66	\$40,457.66
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2019	6/30/2020	14037 New Haven Public Schools	\$45,571.13	\$45,571.13
1	Applicant Tracking, unlimited usage for internal employees	7/1/2019	6/30/2020	14037 New Haven Public Schools	\$11,872.64	\$11,872.64

Please note: Our billing is contract based, so you will need to check with your buyers/approvers for your organization's internal PO information. While we may note a provided PO# as a courtesy, PO tracking is an internal customer process. Timely payment is important to maintain a continuous subscription status and allow for delivery of professional services.

SUBTOTAL \$97,901.43

**TOTAL DUE** \$97,901.43  
by 7/31/2019

# Memorandum

**To:** Finance and Operations Committee

**From:** Kevin Moriarty, IT Manager

**Re:** F&O Agenda Item Request/Approval for Renewal for VOIP Telecommunications Carrier Service

**Meeting Date:** June 17, 2019

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## Executive Summary:

Approval is requested for a Purchase Requisition under State Contract #17PSX0072 to Windstream, 1720 Galleria Blvd., Charlotte, NC 28270 to provide telecommunication services (carrier) at (3) redundant locations for the New Haven Public Schools VOIP Phone System.

**Effective Dates:** July 1, 2019 to June 30, 2020

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

Total Cost of Project is **\$66,000. Estimating \$5,500 monthly**

**Funding Source:** 2019-2020 Operating Budget – Data Processing  
Account #: 19047200 - 52260

## Key Questions:

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

Windstream will provide telecommunications carrier services (i.e. Dial Tone, Long Distance) to New Haven Public Schools together with the upgrade of our Voice Over IP phone system.

**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?**

With the Voice Over IP phone system being upgraded, we have a large number of carrier providers to choose from. Windstream delivers enterprise-class data, voice, network and cloud solutions with superior performance, enhanced security and exceptional reliability to businesses nationwide.

**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.**

Partnering with Windstream together with the phone system upgrade will greatly reduce recurring expenses, even after ERATE funding support washes away. This also allows us to request better pricing for long distance charges. Our current provider charges \$0.06 per minute (rounded up to the next minute). Windstream has quoted us \$0.025 per minute (rounded up to the next 6 second increment).

See proposal summary attached.



Service Location Listing - Monthly Recurring Charges

Primary Billing Account      New Haven Board of Education, #200190197  
Quote #                              1609605  
Sales ID                              321703  
Effective Date                    06/13/2018  
MMF                                    \$4,695.05

Location Name & Service Address	Access	Voice	Integrated Voice & Data	Total
New Haven Board of Education 140 DEWITT ST, NEW HAVEN, CT 06519-2133	\$600.00	\$100.00	\$857.35	<b>\$1,557.35</b>
New Haven Board of Education 181 MITCHELL DR, NEW HAVEN, CT 06511-2593	\$600.00	\$100.00	\$880.35	<b>\$1,580.35</b>
New Haven Board of Education 54 MEADOW ST, NEW HAVEN, CT 06519-1743	\$600.00	\$100.00	\$857.35	<b>\$1,557.35</b>
<b>Total</b>	<b>\$1,800.00</b>	<b>\$300.00</b>	<b>\$2,595.05</b>	<b>\$4,695.05</b>

**Customer Name**

Customer Name	New Haven Board of Education, #200190197	Proposal / Quote ID	1609605
Install Street Address	140 DEWITT ST	City, State, Zip	NEW HAVEN, CT, 06519-2133
Opportunity ID	1661852	Service Order Type	Renewal
Contract Term	36	Effective Date	06/13/2018

	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Fast Ethernet Local Loop - 50 Mbps Charge (50 Mbps)	--	1	\$600.00	\$600.00
<b>Common Voice Features</b>				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
LD Block of 1000	--	5	\$20.00	\$100.00
<b>Dynamic IP Services</b>				
50 Mb High Speed Dynamic IP PortFast Ethernet 50.00	--	1	\$0.00	\$0.00
Dynamic IP High Speed Compression Charge	--	1	\$0.00	\$0.00
FSLC Charge	--	10	\$9.20	\$92.00
IP Direct Trunk Overflow Charge *	--	1	\$34.95	\$34.95
Call Paths - SIP	--	46	\$8.40	\$386.40
20 DID Station Numbers *	--	172	\$2.00	\$344.00
<b>Total Features</b>				<b>\$1,557.35</b>

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Regional Long Distance Charges (D)	0.0300 <sup>1</sup>		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)	0.0300 <sup>1</sup>		6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)	0.0300 <sup>1</sup>		6 sec	6 sec	2 digit †
Local Measured Service Charges	0.0250 <sup>1</sup>				

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Local Loop Install Charge	--	1	\$0.00	\$0.00
<b>Dynamic IP Services</b>				
High Speed Dynamic IP Port Install	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Location Solution	Total Price
<b>Total Location Monthly Recurring Charges</b>	<b>\$1,557.35</b>
<b>Total Location Non-Recurring Charges</b>	<b>\$0.00</b>

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

**Notes:** 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

\* Rates are subject to change on 30 days notice via bill message on customer's invoice.

\*\* Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

\*\*\* Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

**Customer Name**

Customer Name	New Haven Board of Education, #200190231	Proposal / Quote ID	1609605
Install Street Address	181 MITCHELL DR	City, State, Zip	NEW HAVEN, CT, 06511-2593
Opportunity ID	1661852	Service Order Type	Renewal
Contract Term	36	Effective Date	06/13/2018

	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Fast Ethernet Local Loop - 50 Mbps Charge (50 Mbps)	--	1	\$600.00	\$600.00
<b>Common Voice Features</b>				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
LD Block of 1000	--	5	\$20.00	\$100.00
<b>Dynamic IP Services</b>				
Dynamic IP High Speed Compression Charge	--	1	\$0.00	\$0.00
Call Paths - SIP	--	46	\$8.40	\$386.40
50 Mb High Speed Dynamic IP PortFast Ethernet 50.00	--	1	\$0.00	\$0.00
FSLC Charge	--	10	\$9.20	\$92.00
20 DID Station Numbers *	--	171	\$2.00	\$342.00
IP Direct Trunk Overflow Charge *	--	1	\$34.95	\$34.95
PS-ALI Account Service Charge	--	1	\$25.00	\$25.00
<b>Total Features</b>				<b>\$1,580.35</b>

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Usage Type					

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Local Loop Install Charge	--	1	\$0.00	\$0.00
<b>Dynamic IP Services</b>				
High Speed Dynamic IP Port Install	--	1	\$0.00	\$0.00
PS-ALI Account Service Installation Charge	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$1,580.35
Total Location Non-Recurring Charges	\$0.00

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

**Customer Name**

Customer Name	New Haven Board of Education, #200190165	Proposal / Quote ID	1609605
Install Street Address	54 MEADOW ST	City, State, Zip	NEW HAVEN, CT, 06519-1743
Opportunity ID	1661852	Service Order Type	Renewal
Contract Term	36	Effective Date	06/13/2018

	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Fast Ethernet Local Loop - 50 Mbps Charge (50 Mbps)	--	1	\$600.00	\$600.00
<b>Common Voice Features</b>				
LD Block of 1000	--	5	\$20.00	\$100.00
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
<b>Dynamic IP Services</b>				
FSLC Charge	--	10	\$9.20	\$92.00
Dynamic IP High Speed Compression Charge	--	1	\$0.00	\$0.00
20 DID Station Numbers *	--	172	\$2.00	\$344.00
50 Mb High Speed Dynamic IP PortFast Ethernet 50.00	--	1	\$0.00	\$0.00
Call Paths - SIP	--	46	\$8.40	\$386.40
IP Direct Trunk Overflow Charge *	--	1	\$34.95	\$34.95
<b>Total Features</b>				<b>\$1,557.35</b>

Usage Rates	Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Usage Type					
Local Measured Service Charges	0.0250†				

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
Local Loop Install Charge	--	1	\$0.00	\$0.00
<b>Dynamic IP Services</b>				
High Speed Dynamic IP Port Install	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$1,557.35
Total Location Non-Recurring Charges	\$0.00

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Total Solution	Total Price
Total Monthly Recurring Charges	\$4,695.05
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$4,695.05

### Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER	WINDSTREAM
_____ Signature:	_____ Signature:
_____ Printed Name:	_____ Printed Name:
_____ Title:	_____ Title:
_____ Date:	_____ Date:

This offer is voidable by Windstream if not signed and returned to Windstream by 28th day of July, 2018 .



NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services



**To:** Finance and Operations Committee  
**From:** Joseph Barbarotta  
**Re:** F&O Agenda Item/For Approval  
P.O. for On Call Mops and Mats  
**Meeting Date:** June 17, 2019  
**cc:** J. Barbarotta, L. Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229

For consideration and approval of a Purchase Order to Cintas, 11 Commercial St., Branford, CT for enrollment in the US Communities Facilities Solutions Contract for On Call Mops and Mats for NHPS for FY 2019-2020.

**Amount of Contract: Not to exceed \$60,000.**

**Funding Source: 2019-2020 Operating Budget  
Acct. #190-47400-56624**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to provide mops and mats to the NHPS.
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? Inspections and maintenance reports are provided.**  
The contractor's deliveries are inspected and signed off by the building manager.
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 a City of New Haven U S Communities Agreement. The contract is the same pricing as last year .This contractor has provided good service, they are dependable and reliable.

US Communities Facilities Solutions Contract is attached.



FACILITIES SOLUTIONS AGREEMENT

Location No 701  
 Contract No 9653  
 Customer No. \_\_\_\_\_

Main Corporate Code → 50716  
 Tile & Carpet Corporate Code → 50717

Customer/Participating Agency New Haven Public Schools Date \_\_\_\_\_  
 Address 654 Ferry St. City New Haven State CT Zip 06513  
 Phone 475 270-1634

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
2650	Wet Map	.55

- This agreement is effective as of this date 1/1/00 for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Hartford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).
  - Name Emblem \$ \_\_\_\_\_ ea      Company Emblem \$ \_\_\_\_\_ ea
  - Customer Emblem \$ \_\_\_\_\_ ea      Embroidery \$ \_\_\_\_\_ ea
  - COD Terms \$ \_\_\_\_\_ per week charge for or service (if Amount Due is Carried to Following Week)
  - Credit Terms - Charge Payments due 10 Days After End of Month
  - Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
  - Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
  - Minimum Charge \$ 0.00 per delivery
  - Make-Up charge \$ \_\_\_\_\_ per garment
  - Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ \_\_\_\_\_ per garment
  - Seasonal Sleeve Change \$ \_\_\_\_\_ per garment
  - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
  - Shop towel container \$ \_\_\_\_\_ per week
  - Artwork Charge for Logo/Mat \$ \_\_\_\_\_
  - Uniform Storage Lockers: \$ \_\_\_\_\_ ea/week; Laundry Lock-up \$ \_\_\_\_\_ ea/week      Shipping: \$ \_\_\_\_\_
  - Service Charge \$ \_\_\_\_\_ per delivery
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ \_\_\_\_\_ per garment will be assessed for employees size changed within 4 weeks of installation.
  - Other \_\_\_\_\_

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	84435	4x6 Mat			2.20
	84835	3x10 Mat			2.75
	2570	24" Dust Map			.61
	2590	36" Dust Map			.66
	2610	60" Dust Map			.83

- \*Indicated bundled item/services
- Initial and check box if Unlease. All Garments will be cleaned by customer
  - Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
  - Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
- \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_ Date \_\_\_\_\_

Cintas Loc. No 701 CUSTOMER:  
 Please Sign Name X  
 By: Math Brigante Please Print Name X  
 Title: Service Supervisor Please Print Title X

## US Communities Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at [www.uscommunities.org](http://www.uscommunities.org)

## Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars and sixty-seven cents (\$35.67) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Garments' Lack of Flame Retardant Or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.





NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services

To: Finance and Operations Committee  
From: Joseph Barbarotta  
Re: F&O Agenda Item/For Approval  
PO for On Call Elevator Contract  
Meeting Date: June 17, 2019  
cc: J. Barbarotta, L. Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax (203) 936-5229

For consideration and approval of a Purchase Order to Kone, P.O. Box 429, Moline, IL for enrollment in the US Community Elevator and Escalator Maintenance and Services Agreement for On Call Elevator Services for the NHPS for FY 2019-20.

**Amount of Contract: Not to exceed \$150,000.**

**Funding Source: 2019-2020 Operating Budget  
Acct. #190-47400-56624**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform elevator repairs district wide.
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? Inspections and maintenance reports are provided.**  
The contractor's performance is inspected by the state and certificates are issued yearly. The repairs are tracked through the work order system.
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 a City of New Haven U S Communities Agreement. The contract is approximately the same as last year. This contractor has an excellent response record and they have been instrumental in helping us stay compliant with the state.



## Attachment A

**KONE Inc Proposal to Supply Services under the  
U.S. Communities Program  
Utilizing the Terms and Conditions of the  
City and County of Denver Master Contract  
(Reference PC 94002 Dated 10-28-08)**

**PROPOSED UNITS & EQUIPMENT PRICING:**  
**New Haven Board Of Education**

**PROPOSED SCOPE OF WORK:**

Complete Maintenance Scope  
Various Locations (See attached price Sheet)

**APPLICABLE LAW**

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of Connecticut.

## Scope of work Exhibit A

### I. GENERAL CONDITIONS

A. PROTECTION OF PROPERTY: The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, watermains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The Contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

B. METHODS OF OPERATION: Construction work started by the Contractor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. The Contractor shall organize to do this construction eight hours per day from Monday to Friday inclusive in each week, excluding legal holidays.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of Contractor's waste materials in the City's containers is prohibited unless prior permission has been granted.

C. OSHA GUIDELINES: The Contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety

to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

D. **REPAIR AND REPLACEMENT:** All repair and/or replacement items provided by Contractor shall be equal in all respects to original equipment and completely interchangeable.

E. **WARRANTY GUARANTEE:** The Contractor warrants and guarantees to the City and County of Denver that all equipment and materials to be furnished under this proposal are free from all defects in workmanship and materials. The Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City and County of Denver any or all labor, transportation, part or parts of the equipment or materials to be furnished under this proposal which are or become defective due to such defects within twelve (12) months after date of receipt by the City and County of Denver within ten (10) business days after receipt of notification of such defect(s).

F. **DEFECTIVE MATERIAL:** The successful Contractor shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Contractor within seven (7) calendar days.

G. **BRAND AND/OR TRADE NAMES:** Each Contractor shall agree to furnish the proposed services, equipment or materials that are called for on the face of this proposal in strict accordance with the conditions, requirements and specifications of this invitation to propose. In the event the City includes trade names as a part of the work description of any item, any participating Contractor may submit quotations on other trade-named products, providing they are equivalent, unless the wording "no substitute" is indicated. When the description includes the wording "no substitute" in addition to the trade name, quotations of price will be accepted only on the trade-named product indicated. All disputes concerning grades and quality of merchandise or work shall be determined by the Director of Purchasing or his/her authorized representative.

H. **Brand Names:** Where a manufacturer's brand name of merchandise is given in this proposal, it does not mean to construe or imply an endorsement by the City and County of Denver of this brand only, but is used as a norm of quality, type, etc.

**II. TECHNICAL REQUIREMENTS: THE FOLLOWING SPECIFICATIONS SHALL APPLY TO ALL ITEMS**

A. Under this contract the Contractor shall maintain the elevator equipment herein described on the following terms and conditions:

(i) The Contractor and elevator mechanics shall be licensed by the State of Colorado. As required by the Elevator and Escalator Certification Act.

(ii) The Contractor shall use only Journeyman Elevator Mechanics, trained in maintaining the makes and models of the elevators to be maintained, supervised and directly employed by the Contractor and shall use reasonable care to see that the equipment is maintained as set forth herein.

(iii) Contractor shall use a well-stocked service truck for all service calls. Price quoted shall include:

(iv) All required safety and pressure tests, per the requirements of ASME A17.1 and A17.3 as adopted by the State of Colorado and following all city, state and federal regulations as required by law including but not limited to the monthly, yearly and 5-year tests.

(v) All labor and parts except those caused by City's negligence, City's misuse, vandalism, power surges, Acts of God, changes in design and construction mandated by changes in law, code or obsolescence of equipment.

### **III. REGULAR MAINTENANCE SERVICES FROM CONTRACTOR**

#### **A. Service Category 1-See location in Exhibit B for regularity of service**

The following shall be completed by the Contractor:

- See customer representative. Contact starter and operator. Sign In.
- Ride car, observing operation of doors, gates, signals, starting, stopping and unusual noises.
- Check condition of car top and pit. Clean as necessary.
- Inspect all equipment in machine room. Clean, lubricate and adjust as required.
- Clean brushes and holders, commutators and undercutting as required.
- Check controller and selector contacts and leads. Clean, adjust or replace as required.
- If rails are lubricated, check lubrication.
- Cleaning and lubricating as required.
- Adjust, replace or repair all components.

#### **B. Service Category 2-See location in Exhibit B for regularity of service**

## **PERFORMANCE**

KONE will systematically examine, maintain, adjust and lubricate the equipment described above. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

## **HYDRAULIC ELEVATORS**

### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

### **MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

### **POWER UNIT**

Pump, motor, valves and all related parts and accessories.

### **HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

### **CAR EQUIPMENT**

All elevator control system components on the car.

### **WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment and buffers.

### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes,

sheaves, rollers, chains, sprockets, and tensioning devices.

## **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

## **TRACTION ELEVATORS**

### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

### **MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

### **GEARED/GEARLESS MACHINES**

All geared and gearless machine components.

### **WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

### **CAR EQUIPMENT**

All elevator control system components on the car.

### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

### **RAILS AND GUIDES**

Guide rails, guide shoe gibs and rollers.

### **HOIST ROPES**

Hoist ropes will be properly lubricated and adjusted for equalized tension.

### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

#### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

#### **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

#### **ESCALATORS**

##### **ESCALATOR SYSTEM COMPONENTS**

##### **CONTROL SYSTEM**

All control system components.

##### **DRIVE MACHINERY AND MOTOR EQUIPMENT**

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

##### **WIRING**

All escalator control wiring and all power wiring from the escalator equipment input terminals to the motor.

##### **HANDRAIL DRIVE SYSTEM**

All handrail drive components.

##### **SAFETY SWITCH SYSTEM**

Missing step detector, handrail speed detector, handrail inlet switches, step upthrust inlet switches, combplate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level step switches, emergency stop and inspection switches, alarm on the stop switch cover, broken step chain switches, key start switches, and brake temperature switch.

##### **GUIDANCE AND ALIGNMENT SYSTEMS**

All steps, guidance and alignment components and demarcation lights. Balustrades and decks will be examined, adjusted, aligned, and properly fastened.

#### **POWER WALKS**

##### **POWER WALK SYSTEM COMPONENTS**

#### **CONTROL SYSTEM**

All control system components and wiring.

#### **DRIVE MACHINERY AND MOTOR EQUIPMENT**

All drive machine components. The gear case will be periodically drained and flushed to remove sediment and grit and refilled with new gear oil.

#### **WIRING**

All power walk control wiring and all power wiring from the power walk equipment input terminals to the motor.

#### **HANDRAIL DRIVE SYSTEM**

Handrail and all handrail drive components.

#### **SAFETY SWITCH SYSTEM**

Missing pallet detector, handrail speed detector, handrail inlet switches, comb plate impact device, skirt switches, pit and motor stop switches, access cover switches, out-of-level pallet detector, emergency stop and inspection switches, alarm on the stop switch cover, broken pallet chain switches, and key start switches.

#### **GUIDANCE AND ALIGNMENT SYSTEMS**

All pallets, guidance and alignment components, and demarcation lights. Balustrades, decks and skirt panels will be examined regularly, adjusted, properly fastened, and aligned as applicable.

#### **HOURS OF SERVICE**

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

#### **SERVICE REQUESTS (CALLBACKS)**

In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests that require more than one technician or more than two hours to complete will be scheduled as a repair during the regular hours of service.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked.

## **TESTS**

KONE will perform the following tests on the equipment:

### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test(s).

### **TRACTION ELEVATOR**

An annual no load test.

A five (5) year full load test.

KONE is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from this test.

### **ESCALATOR**

An annual Escalator Step/Skirt Performance Index Test.

### **POWER WALK**

## **EXCLUSIONS**

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

### **GENERAL**

KONE shall not be obligated to: perform safety tests other than those specified herein; install new attachments or make equipment changes or adjustments required by new or retroactive code changes; perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement; make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room or environmental conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit), excessive humidity (greater than 95% non-condensing humidity), water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel; repair or replace parts damaged by negligence, misuse or any other cause beyond its control.

## **OBSOLESCENCE**

Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Obsolete items and the labor to replace them will be at the owner's expense. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts. Once upgraded by KONE, obsolete items will be covered under this Agreement.

## **ELEVATOR**

Refinishing, repairing, replacing or cleaning of car enclosure, telephones or communication devices, fans, computer monitoring systems, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this agreement.

## **ESCALATOR AND POWERWALK**

Refinishing, repairing, replacing or cleaning of balustrades, pits, pans, sideplate devices, decks, skirt panels, anti-slide devices, brushes, guards and damage or deterioration to skirt deflector brushes. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. Purchaser agrees that escalators are for the sole purpose of transporting passengers.

## **REMOTE MONITORING**

If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

## **PURCHASER ASSURANCES**

Purchaser agrees to: be solely liable for the proper use of this equipment; furnish KONE with a list of authorized personnel responsible for building



operations; provide KONE with a complete set of as-built wiring diagrams; shut down the equipment and notify KONE if the equipment is not functioning properly; notify KONE of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days); perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser shall not permit anyone other than KONE to perform work covered under this Agreement.

#### **NON-KONE EQUIPMENT**

The Purchaser agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by KONE. KONE agrees to reimburse owner for the cost of all parts acquired at KONE's request. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

#### **PERFORMANCE CLAUSE**

Purchaser may, at any time and at Purchaser's expense, call for a mutually agreeable independent elevator consulting firm to evaluate KONE's performance within the scope of this Agreement.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of sixty (60) days shall be allowed for KONE to correct the non-compliances within the scope of this Agreement.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE thirty (30) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all outstanding balances owed KONE.

# ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Signed for and as agent of
_____
(Signature)
_____
(Print Name)
_____
(Print Title)
Date: ___/___/___

Respectfully submitted, KONE Inc.
_____
(Submitted By)
_____
(Approved By) Authorized Representative
_____
(Title)
Date: ___/___/___



**DENVER**  
THE MILE HIGH CITY

Department of Law  
Municipal Operations Section

201 West Colfax Avenue, Dept. 1207  
Denver, CO 80202-5332  
p: 720-913-3275  
f: 720-913-3180  
www.denvergov.org/city\_attorney

**CONTRACT DOCUMENT TRANSMITTAL**

**TO:** City Clerk  
**FROM:** City Attorney  
**DATE:** December 18, 2008

Transmitted herewith for filing is a fully executed counterpart of the following document:

**OUTSIDE PARTY(IES):** Kone, Inc.  
**DOCUMENT TITLE:** Contract Transmittal Memo  
**DATED:** December 16, 2008  
**CITY AGENCY:** Department of General Services - Purchasing  
**SUBJECT:** Elevator maintenance and service at various buildings throughout the City

**Distribution:**

Auditor – 1 copy retained  
City Attorney’s Office – 1 copy  
Department of General Services - Purchasing – 1 counterpart

Jeffrey Walter:


Please provide the attached originally executed counterpart to the Second Party, retaining the necessary copies for your use.

Clerk: 12-17-08  
Filing No. 08-1153  
Ord. No.  
Ord. Series:  
Control No. PC94002

**GDEVEREAUX**



## CONTRACT APPROVAL AND PREPARATION REQUEST CITY AND COUNTY OF DENVER

To: Mayor / City Attorney		Heat Ticket Number: 00072305	
Attention: S. Hahn		Contract Administration Officer: Jeffrey Walter	
Date: 2008-09-23		Phone: 720-913-8100	
Initiating Authority: Jim McIntyre		Division: Purchasing Procurement	
Agency Contact Familiar with this Contract: Sherry Grams 7209138113			
1. If Contractor was not selected by lowest competitive bid, cite reasons: RFP Process			
2. City Council approval is required prior to entering this contract: Yes <u>No</u> <u>MD</u>			
3. An ASPEN 15 Form has been forwarded to Budget and Management: No			
4. Contractor Name and Address		5. Contract Control Number: PC94002	
Kone, Inc.		6. Type of Contract: Exp. F Rev. F Orig. T Amend. F	
Denver Branch Office		7. Type of Entity: Corp	
3 Inverness Drive East		8. IRS / SSN #: 362357423	
Englewood, CO 80112		9. Project/Grant ID + Name:	
4a. Vendor ID: 0000000296		10. Ordinance: Series:	
12. Total amount included in this contract request: \$454,365.00		11. Contract Term: 2009-01-01 to 2011-12-31	
13. If amendment, previous total: \$0.00		14. Total with amendments: \$454,365.00	
15. If multiple expenditure authorities are involved, name the authorities: Various City Agencies			
16. Funding sources:			
Fund	Org.	Acct.	Amt. \$454,365.00 Bus. Unit
Fund	Org.	Acct.	Amt. \$0.00 Bus. Unit
Fund	Org.	Acct.	Amt. \$0.00 Bus. Unit
Program	Sub-Class		Project/Grant
Program	Sub-Class		Project/Grant
Program	Sub-Class		Project/Grant
17. Describe the project in general terms:			
Elevator Maintenance and Service at various buildings throughout the City. RFP Number ELEVATOR_MAINT_0572U			
18. Supplemental Materials - transmit to City Attorney as e-mail attachment or hardcopy:			
<input type="checkbox"/> ASPEN 15	<input type="checkbox"/> Cert. of Insurance	<input type="checkbox"/> Evidence of Bonding	<input type="checkbox"/> Real Estate Desc.
<input type="checkbox"/> RFP	<input type="checkbox"/> RFQ	<input type="checkbox"/> Scope of Work	<input type="checkbox"/> Other
APPROVALS: Add agencies as needed: Public Office Bldgs. Council on Disabled Career Service Authority	Dept/Agency Head: Jeff Walter for Jim McIntyre		Date: 2008-09-23
	Budget and Mgt.: Joseph Jullin		Date: 2008-09-25
	Risk Mgt.: Devron McMillin		Date: 2008-09-25
	Other Authority:		Date:
	Other Authority:		Date:
	Other Authority:		Date:
	Other Authority:		Date:
I hereby certify that the articles or services requested herein are necessary for the operation of this agency, are not available within existing resources, are properly chargeable to the accounts detailed in the attached ASPEN 15 and the quarterly allotments on file with the Auditor in respect to which funds have been pre-encumbered, and that this proposed undertaking is in conformity with the Mayor's policy.			
Jeff Walter for Jim McIntyre		2008-09-23	
Initiating Authority		Date:	
		 City Attorney <span style="float: right;">12/11/08</span> Date:	

Form: adm42 rev 11/2007

12/10/08 Revised  
& Reapproved  
(nat)

08-11-80  
E.S. 11-53

A G R E E M E N T

**THIS AGREEMENT** is made and entered into this 16<sup>th</sup> day of December, 200\_\_ (the "Effective Date") between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **KONE, INC.** a Delaware corporation, whose local address is 3 Inverness Drive East, Englewood Colorado 80112 (the "Contractor") (the "Agreement" or "contract").

**RECITALS**

**A.** The City wishes to procure elevator maintenance and repair services for City owned buildings from the Contractor.

**B.** The Contractor is ready, willing, and able to provide these services as set forth below;

**NOW, THEREFORE**, the parties agree as follows:

**1. SCOPE OF SERVICES:** The Contractor, under the general direction of, and in coordination with City's Director of Purchasing, or other designated supervisory personnel (the "Manager") shall diligently perform the services described on attached **Exhibit A** at the locations listed in **Exhibit B**. The City and Contractor agree that the locations for services described in **Exhibit A** may be expanded to encompass other locations within the City at the same rates as those described in Exhibit A based upon the request of the Manager and the acceptance of the Contractor. For any overtime work requested by the City the Contractor shall be entitled to be paid at the rates set out in Exhibit D. The City and Contractor agree that the City may reduce or increase the level of maintenance on any elevator or elevators under the Agreement and the parties agree to negotiate in good faith on any corresponding change in compensation in the event of such a change in scope of work. The Contractor agrees that during the term of this Agreement it shall fully coordinate its work with any person or firm under contract with the City doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work described in **Exhibit A** in accordance with the standards of care, skill, training diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature.

**2. TERM:** The Agreement will commence on January 1, 2009 and will expire on December 31, 2011 (the "Term"). Subject to the Manager's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

**3. COMPENSATION AND PAYMENT:**

a. **Fee:** The Contractor's sole compensation for its services rendered and costs incurred under the Agreement is **FOUR HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED AND SIXTY FIVE DOLLARS (\$454,365.00)** and amounts billed may not exceed the rates set forth in **Exhibit A**. Compensation shall be paid on a monthly fee for regular

maintenance and on an hourly basis for all non-regular maintenance work performed by the Contractor.

b. **Reimbursement Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the rates in Exhibit A.

c. **Invoicing:** Contractor shall provide the City with an invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

d. **Maximum Contract Amount:**

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED AND SIXTY FIVE DOLLARS (\$454,365.00)** (the "Maximum Contract Amount"). The Contractor acknowledges the City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(iii) In the Event progress payment are not made current, this Contractor will be entitled to stop work, without being in breach of the Agreement, until payments are current. At the time the equipment is turned over for use to the City, payments to the Contractor must be current.

4. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

5. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the City, and the Contractor shall bear all the risk of providing same.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. If the Agreement is terminated without cause the Contractor will be compensated for work requested and satisfactorily performed. Upon termination of the Agreement by the City, with or without cause, the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

e. If this Agreement is terminated by the Contractor or by the City for cause, the Contractor shall be compensated for, and such compensation shall be limited to: (1) the sum of amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work that is needed to accomplish an orderly termination of the work and is approved in writing by the Manager. If this Agreement is terminated without cause by the City the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services prior to the date of the termination. In the event that all or any part of this Agreement is terminated for any reason, Contractor will immediately document in detail the status of any services in progress. Contractor will provide all assistance reasonably requested by the City in connection with the efficient and orderly performance of the services by the Contractor to the City or any third party designated by the City.

f. Upon termination of this Agreement by the City, the Contractor shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described in this Agreement.

6. **EXAMINATION OF RECORDS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

**7. PERSONNEL:**

a. All key personnel which may be identified in Exhibit A will be dedicated by Contractor to the City. The Contractor shall submit to the Manager a list of any additional personnel who will perform services under this Agreement within thirty (30) days after an Order has been submitted, together with complete resumes and other information describing their ability to perform the services. Such additional personnel must be approved in writing by the Manager.

b. The Parties intend that all key personnel be engaged to perform their specialty for all services required by an Order and that the Contractor shall retain all key personnel for the term of this Agreement. If the Contractor must replace any of its key personnel, it shall notify the Manager in writing of the changes. No such replacement shall be made until the replacement is approved by the Manager, which approval shall not be unreasonably withheld. The Manager shall respond to the Contractor's written notice of replacement within fifteen (15) days of receipt. If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved. If during the term of the Agreement, the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (a) give the Contractor a reasonable period of time to correct the performance or (b) require the Contractor to replace the personnel as soon as practicable.

c. While the Contractor may retain and contract with subcontractors, no final agreement with any subcontractor shall be entered into without the written consent of the Manager. Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor; the name, address and experience and qualifications of the subcontractor; and any other information which may be requested by the Manager. Because the Contractor's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subcontractors. The Manager shall respond to the Contractor's written notice regarding a subcontractor within thirty (30) days of receipt. If the Manager does not respond within that time, the subcontractor shall be deemed approved. Approval of the subcontractor shall not relieve the Contractor of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement.

d. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C. § 20-77.

e. Contractor intends to comply with all labor, safety and drug provisions within Agreement to the extent allowable by Contractor's national contract agreement with the I.U.E.C.

**8. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of



covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement before the City receives proof of required insurance by means of certificate of insurance, policy, or other proof of insurance as required by the City's Risk Management department.

C. **Named Insureds:** For Owner's and Contractor's Protective Liability, Contractor's insurer shall name the City as a Named Insured.

D. **Waiver of Subrogation:** For all coverages, Contractor's insurer shall waive subrogation rights against the City except in the event of the Owner's negligence.

E. **Subcontractor:** All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such sub-consultants, subcontractors, independent contractors, suppliers or other entities as insureds under its policies or shall ensure that all subconsultants maintain the required coverages. Contractor agrees to provide proof of

insurance for all such subcontractors, independent contractors, suppliers or other entities upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor shall maintain limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate.

**H. Automobile Liability:** Contractor shall maintain minimum limits of \$1,000,000 combined single limit applicable to all vehicles used in performing services under this Agreement. Auto pollution liability coverage must be carried for any vehicle hauling cargo containing pollutants or contaminants.

**I. Excess/Umbrella Liability:** Contractor shall maintain limits of \$2,000,000. Aggregate limits must be "per project" or "per location".

**J. Professional Liability:** For design, engineering or professional services, Contractor shall also maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**K. Owner's and Contractor's Protective Liability:** Contractor shall maintain minimum limits of \$1,000,000 covering all work performed under the contract.

**L. Additional Provisions:**

- (1) For all general liability, the policies must provide the following:
  - (a) If any aggregate limit is reduce by twenty-five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate the aggregates required;
  - (b) Unlimited defense costs in excess of policy limits;
  - (c) Contractual liability covering the indemnification provisions of this Agreement;
  - (d) A severability of interests provision;

- (e) Waiver of exclusion for lawsuits by one insured against another;
- (f) A provision that coverage is primary; and
- (g) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

(2) For all general liability, if the policy is a claims-made policy, then the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

#### **10. INDEMNIFICATION:**

a. The Contractor shall indemnify, defend, release and hold harmless the City, including its elected and appointed officials, employees and agents, against (1) any and all damages, including loss of use, to property, including City property; (2) injuries to or death of any person or persons (including officers, agents and employees of the City); and (3) any and all claims, demands, suits, causes of action, liabilities, fines, penalties, costs, expenses, or proceedings of any kind or nature, including workers' compensation claims, of or by anyone, regardless of the legal theory(ies) upon which premised, in any way resulting from, relating to, or arising out of, directly or indirectly, the acts or omissions of the Contractor or those performing under it in connection with its operations or performance under the Agreement or its use or occupancy of real or use of personal property hereunder, including acts or omissions of affiliates, agents, officers, employees, contractors, representatives, invitees, or licensees of the Contractor or its sub-contractors, subcontractors, or other entities performing under it in connection with its operations or performance under the Agreement. The Contractor's indemnity obligation do not apply to liability or damages proximately caused by the sole negligence of the City's officers, agents and employees.

b. These indemnity obligations cover the City's defense costs should the City, in its sole discretion elect to provide its own defense. The City retains the right to approve counsel, if any, selected by the Contractor to fulfill the foregoing indemnity obligation, which right of approval will not be unreasonably withheld.

c. The indemnity obligation includes litigation fees and expenses, including court filing fees, court costs, arbitration fees or costs, witness fees, and all other fees and costs of investigating and defending or asserting any claim for indemnification under the Agreement, including in each case, attorneys' fees, other professionals' fees and disbursements.

d. Insurance coverage requirements specified in the Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection in the performance of the Agreement.

e. The Contractor shall not be liable for any loss, damage of delay, cause directly or indirectly by embargoes, strikes, lockouts, work interruptions, or other labor dispute, fire, theft, flood, or by any cause beyond Contractor's control. Neither party shall be liable to the other party for incidental, special or consequential damages. Notwithstanding any other provision of

this Agreement, it is the intent of the parties that each party shall only be liable for damages caused by its own negligent acts.

**11. CITY INFORMATION:**

a. The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

c. The Contractor acknowledges and understands that the Proprietary Data may not be completely free of errors. The Proprietary Data should be used for reference only and should not be relied upon in any other way, and the Contractor is hereby advised to independently verify all work performed in reliance upon the Proprietary Data.

d. The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

e. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data,

the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

12. **COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

13. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property, including to land, facilities, improvements, or equipment.

14. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Manager's prior written consent. Any attempt by the Contractor to assign its rights or obligations or subcontract performance obligations without the Manager's prior written consent will be void and, at the Manager's option, automatically terminates the Agreement. The Manager has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-contractor or subcontractor or assignee.

15. **INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

18. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

19. **CONFLICT OF INTEREST**:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. **NOTICES**: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Purchasing  
201 West Colfax Avenue, Dept. 304  
Denver, Colorado 80202  
(Invoices shall be sent directly to individual agencies as specified in Exhibit A)

With a copy of any such notice to:

Attn: Steve Hahn  
Denver City Attorney's Office  
201 West Colfax Avenue, Department 1207  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

21. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts hereunder.

22. **COMPLIANCE WITH ALL LAWS**: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

23. **LEGAL AUTHORITY**: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

24. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

25. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns.

26. **WARRANTY**: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a