

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Tuesday, September 3, 2019

4:30 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Ms. Yesenia Rivera

Action Items

A. AGREEMENTS

1. To approve an Agreement by and between the New Haven Board of Education and Gateway Community College, to provide the course, History of Human Rights, to 13 students from High School in the Community, HSC, from August 26, 2019 to December 17, 2019, in an amount not to exceed \$32,463.00.
Funding Source: **Magnet 17-22 HSC Carryover Program**
 Acct. # 2517-6262-56694-0066
Presenter: Mr. Matthew Brown
(Pages #5-12)
2. To approve an Agreement by and between the New Haven Board of Education and EBS, to provide speech and language remediation services, from August 29, 2019 to June 30, 2020, in an amount not to exceed \$89,180.00.
Funding Source: **2019-2020 Operating Budget**
 Acct. #190-49000-56694
Presenter: Ms. Typhanie Jackson
(Pages #14-20)
3. To approve an Agreement by and between the New Haven Board of Education and Aveanna Healthcare, to provide nursing care to a special education student with complex medical needs, including constant supervision and transportation, as required by the student's individual health care plan, from August 29, 2019 to June 30, 2020, in an amount not to exceed 62,699.00.
Funding Source: **IDEA Program**
 Acct. #2504-5034-56903-0000 (pending receipt of funds)
Presenter: Ms. Typhanie Jackson
(Pages #21-26)
4. To approve an Agreement by and between the New Haven Board of Education and Lumen Touch, LLC for development and maintenance of the data management program, HealthX at the 17 schools health centers and six (6) school-based dental clinics, in an amount not to exceed \$34,875.
Funding Source: **2019-2020 Operating Budget**
 Acct. #190-47000-56694
Presenter: Ms. Sue Peters
(Page #27-47)
5. To approve an Agreement by and between the New Haven Board of Education and John Hinrichs, 9 Burton Street, Bristol, CT to provide Junior ROTC Instruction at Hillhouse High School for the period of

July 1, 2018 to June 30, 2019, in an amount not to exceed \$103,363.20. Total reimbursement to be provided by the Army shall be \$50,181.60.

Funding Source: 2019-2020 Operating Budget
Acct. #190-43362-56694

Presenter: Mr. Glen Worthy
(Pages #48-63)

6. To approve an Agreement by and between the New Haven Board of Education and Lisa Rodriguez, 21 Barrows St., Stratford, CT to provide Junior ROTC Instruction at Hillhouse High School for the period of July 1, 2018 to June 30, 2019, in an amount not to exceed \$86,198.40. Total reimbursement to be provided by the Army shall be \$41,599.20

Funding Source: 2019-2020 Operating Budget
Acct. #190-43362-56694

Presenter: Mr. Glen Worthy
(Pages #64-79)

B. CHANGE ORDER

1. To approve Change Order #1 to Contract #21553-2-2 to Encore Holding LLC d/b/a All State Fire Systems, Inc., 110 Murphy Road, Harford, CT for On Call Fire Alarm Services for the NHPS for FY 2018-19 for fire panel repairs at Bishop Woods School.

Original Amount of Contract:	\$150,000.00
Change Order #1	\$12,450.00
Total Amount of Contract	\$162,450.00

Funding Source: Capital Projects
Acct. #3C20-2071-58101

Presenter: Mr. Joseph Barbarotta
(Pages #80-82)

C. PURCHASE ORDERS

1. To approve a Purchase Order under City's Master Agreement and RFP #2019-06-1224 for "Green Cleaning for City Facilities" for FY 2019-2020 to Hillyard, Inc. d/b/a ROVIC, 146 Sheldon Road, Manchester, CT for the repair of custodial equipment for the New Haven Public Schools, in an amount not to exceed \$75,000.

Funding Source: Capital Projects
Acct. #3C16-1691-58101 (\$1,169.79)
Acct. #3C18-1890-58101 (\$44,838.20)
Acct. #3C19-1983-58101 (\$28,992.01)

Presenter: Mr. Joseph Barbarotta
(Pages #83)

2. To approve a Purchase Order under City's Master Agreement and RFP #2019-06-1224 for "Green Cleaning for City Facilities" for FY 2019-2020 to Hillyard, Inc. d/b/a ROVIC, 146 Sheldon Road, Manchester, CT for the purchase of custodial supplies for the New Haven Public Schools, in an amount not to exceed \$450,000.

Funding Source: 2019-2020 Operating Budget

Acct. #190-47400-55571**Presenter:** Mr. Joseph Barbarotta
(Pages #84-102)

3. To approve Purchase Order under State Contract #18PSX0202 to Total Communications, Inc., 333 Burnham St., East Hartford, CT to provide phone, LAN/WAN, Wireless Network for Strong/Barack Obama University Magnet School, in an amount not to exceed \$174,084.90

Funding Source: **Capital Projects #3078-17GG-58001****Presenter:** Mr. Tom Smith
(Pages #103-108)

CLIENT SERVICES AGREEMENT

State Contracting Agency: Gateway Community College

Street: 20 Church Street

City: New Haven State: Connecticut Zip: 06510

Tel#: 203-285-2523

Hereby enters into a Contract with:

Client Business: New Haven Board of Education: High School in the Community

Street: 54 Meadow Street

City: New Haven State: Connecticut Zip: 06519

Tel#: 475-220-1372 E-Mail: Patricia.demaio@new-haven.k12.ct.us

The term of this Contract is from 8/26/2019 through 12/17/2019.

This Contract shall become effective as of the date of signature by the State Contracting Agency's authorized official or, where applicable, the date of approval by the Connecticut Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and approved by the Connecticut Attorney General, if applicable.

Client Business agrees to make payment to the State Contracting Agency.

Total cost for services performed under this Contract shall not exceed: \$32,463.00

Total number of courses: 2

This Contract shall remain in full force and effect for the entire term of the Contract period, stated above, unless cancelled by either party, by giving the number of day's written notice

REQUIRED NO.
OF DAYS
WRITTEN NOTICE
30

Client Business should address all contract questions to:

Kelly Levinson, Fiscal Administrative Officer, 203-285-2523. klevinson@gatewayct.edu

Client Business should address all questions regarding the scope or performance of services to:

Donnell T. Hilton, Dual Enrollment Specialist, Gateway Community College 203-285-2374. dhilton@gatewayct.edu

State Contracting Agency should address all contract questions to:

Patricia DeMaio, Grants Manager, 475-220-1372, patricia.demaio@new-haven.k12.ct.us

FOR INTERNAL USE ONLY

REVENUE CODING	FISCAL YR(s)	AMOUNT	NOTES:
Banner Fund Code:			Funding Source: Magnet 17-22 High School in the Community C/O Account Number: 2517-6262-56694-0066
Banner Org Code:			
Banner Account Code:			
Banner Program Code:			

1. DESCRIPTION OF CONTRACT SERVICES

1.1 Services.

- (a) This Client Services Agreement (hereinafter the "Contract") is made by and between **Gateway Community College** (hereinafter the "Institution" or "State" or "State Contracting Agency"), a constituent unit of the State of Connecticut System of Higher Education with an address of **20 Church Street New Haven, Connecticut 06510**, and **New Haven Board of Education:** (hereinafter the "Client Business" or the "Contractor") with a principal place of business at **54 Meadow Street New Haven, Connecticut 06519**.
- (b) As indicated in the table(s) below, **Gateway Community College** shall provide those recruited or identified by the Client Business (hereinafter referred to as "Students") the following training course(s) for the Client Business:

Course # 1	
Name:	History of Human Rights
Number:	HIS 253
Description:	Examines the origin and development of the concept of human rights in the modern world. It will examine three major areas of human rights: political, social and economic, and cultural rights through the study of theoretical material and case studies. The main focus will be on Latin American and the United States.
Credit Hours:	3
Duration:	August 26, 2019 to December 17, 2019; Tuesday and Thursdays from 3:15pm-4:35pm
Location:	Gateway Community College, 20 Church Street, New Haven, CT 06510, Room TBA
Goal:	At the end of this course, High School In The Community students will be able to: <ul style="list-style-type: none">• Examine political, social and economic, and cultural rights• Examine and demonstrate a knowledge of the origin and development of the concept of human rights
Course Session(s):	The course shall consist of 32 sessions with a minimum of 13 students and a maximum of up to 20 Students. Each session shall consist of 1.5 hours.
Course Curriculum:	The Institution shall be responsible for providing the course curriculum.
Course Materials:	The Institution shall purchase the books and materials needed for this course.

Course #2	
Name:	General Psychology I
Number:	PSY 111
Description:	Provides the student with a general introduction to fundamental topics and areas in the field of psychology. Students will learn about the history of psychology, various scientific methods for research, neurological underpinnings of behavior and mental processes, and diverse subjects relevant to the field, including sensation and perception, learning, memory, and social psychology.
Credit Hours:	3
Duration:	August 26, 2019 to December 17, 2019; Tuesday and Thursdays from 3:15pm-4:35pm
Location:	Gateway Community College, 20 Church Street, New Haven, CT 06510, Room TBA
Goal:	At the end of this course, High School In The Community students will be able to: <ul style="list-style-type: none"> • Understand the fundamental psychological topics and areas • Examine the history of psychology and subjects relevant to the field
Course Session(s):	The course shall consist of 32 sessions with a minimum of 13 Students and a maximum of 20 Students. Each session shall consist of 1.5 hours.
Course Curriculum:	The Institution shall be responsible for providing the course curriculum.
Course Materials:	The Institution shall purchase the books and materials needed for this course.

- (c) During the term of this Contract, Students shall be entitled to the use of the Institution's educational resources and related facilities.

- 1.2 **Professional Standards.** In rendering services under this Contract, the Institution shall conform to high professional standards of work and business ethic. The Institution warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Contract, the Institution agrees to provide to the Contractor in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Contractor, such services as the Contractor requests, provided in this Contract.

2. COST AND SCHEDULE OF PAYMENTS

- 2.1 **State Liability.** The State of Connecticut and the State Contracting Agency shall assume no liability for delivery of educational services to be performed under the terms of this Contract until the Contract is fully executed by the State Contracting Agency, the Client Business, and if applicable, by the Connecticut Attorney General.
- 2.2 **Total Contract Not to Exceed.** The Client Business shall pay the Institution a total sum not to exceed **\$32,463.00** for services performed under this contract.
- 2.3 **Invoicing and Payment.** The parties mutually agree that:
- (a) The Institution shall submit invoices to the Client Business in accordance with the schedule below for the following course(s):
- (i) **History of Human Rights** Course: The Client Business shall pay the Institution **\$16,231.50** for the course instruction and textbooks for up to 20 students

(ii) **General Psychology I** Course: The Client Business shall pay the Institution **\$16,231.50** for the course instruction and textbooks for up to 20 students

- (b) Invoices shall, at a minimum, include the Client Business name, the Contract Description and/or Identification Number, the billing period, and an itemization of services delivered and amounts invoiced.
- (c) Payment shall be made to the Institution at the address indicated on Page 1, to the attention of the Business Office / Accounts Receivable Department within 30 days after receipt of invoices.

3. GENERAL PROVISIONS – STATE OF CONNECTICUT. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Client Business.

- 3.1 Client Business, 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.
- 3.2 Claims Against the State. The Client Business agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Client Business further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 3.3 Insurance. The Client Business agrees that while receiving services specified in this Contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the Client Business work site and the service(s) to be received 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 State Contracting Agency.
- 3.4 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 3.5 Campaign Contribution Restrictions. For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 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, referenced herein as Exhibit A.
- 3.6 Non Discrimination.
 - (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.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 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 it relates to the provisions of this Section and Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 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.

3.7 Family Educational Rights and Privacy Act. Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this Contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this Contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of this Contract.

3.8 Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

3.9 Entire Agreement. This written Contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless

expressly agreed to in writing by the State Contracting Agency. This Contract may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General.

3.10 IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

CLIENT BUSINESS

New Haven Board of Education:

By: _____
Print Name: _____
Title: _____
Date: _____

STATE CONTRACTING AGENCY

Gateway Community College

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

By: _____
Print Name: _____
Title: _____
Date: _____

By the Connecticut Attorney General

This Contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated December 30, 2015. Therefore, no signature is required 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. 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 fund-raising 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.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glynis King Harrell
Re: EBS Health Care
Meeting Date:

Executive Summary/ Statement:

EBS Health Care will provide speech & language services to communicatively impaired students throughout the district.

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

\$89,180.00, **Agreement Amount;** \$455.00, **Daily Rate;** \$70.00, **Hourly Rate.**

Funding Source & Account #:

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 12th 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?
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?
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.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

EBS

FOR DEPARTMENT/PROGRAM:

Department of Student Services

This Agreement entered into on the 24th day of July, 2019, effective (no sooner than the day after Board of Education Approval), and the 29th day of August, 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and, 200 Skiles Boulevard, Westchester, PA 19382 located at, 200 Skiles Boulevard, Westchester, PA 19382 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 70.00 per day, hour or session, for a total of 1183 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **Eighty Nine Thousand One Hundred Eighty Dollars (\$89,180.00)**. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

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

This agreement shall remain in effect from August 29, 2019 to June 30, 2020.

SCOPE OF SERVICE:

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.

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*. Contractors may begin service no sooner than the day after Board of Education approval.

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

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


Contractor Signature

President
New Haven Board of Education

8 / 7 / 19

Date

Date

~~Brendan O'Hallahan~~ **JOHN GUMPERT**
Contractor Printed Name & Title *Special Ed. Coordinator*

Revised: 10/2/18

CONTRACTOR ASSESSMENT

Vendor Name EBS

Project Description Speech and Language Pathologist

Evaluator Dr. Glynis King Harrell Date 6/14/2019

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance				X		
2. Effectiveness of instruction				X		
3. Ability to relate to parents and professionals during PPT's				X		
Compliance with contract report writing & Document Submission						
4. Timely and accurate billing				X		
5. Medicaid completion				X		
6. Development and presentation of evaluations and IEP's				X		
Working relationship of contractors with district						
7. Timely submission of department data				X		
8. Accuracy of invoices				X		
9. Collegial, collaborative relations				X		
Implementation of practice across the district						
10. Flexibility in scheduling				X		
11. Coverage when needed (substitution)				X		
12. Team work with teacher and other professionals				X		



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

Memorandum

To: NHPS Finance and Operations Committee
From: Typhanie Jackson, Director of Student Services
Re: Aveanna Healthcare
Meeting Date: August 29, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and Aveanna Healthcare.

Amount of Agreement and the Daily, Hourly or per Session Cost: The contractor will be paid for a total of 6.5 hours per day rate of \$53.00 for 182 days. Not to exceed a total amount of \$62,699 for the of the 2019-2020 school year.

Funding Source: IDEA Handicapped Special Funds Account: #2504-5034-56903 (*pending receipt of funds*)

Key Questions:

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

The student has the right to access a Free and Appropriate Education (FAPE) as identified in his Individual Education Plan (IEP). The 1:1 nursing service allows the student the opportunity to have access to and participate in an appropriate educational program that can meet his needs at this time.

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

PSA Nursing provides 1:1 nursing care to a NHPS student with Multiple Disabilities. The student is extremely medically fragile, ventilator dependent, non-verbal and is dependent on adults for all aspects of life (breathing, feeding, movement). The student has medical orders requiring specialized nursing care around the clock in order to monitor/maintain respiration.

3. **Contractor selection:** quotes, RFP, or Sole Source? **Sole Source**
The nursing agency is currently providing services to student.



NEW HAVEN PUBLIC SCHOOLS

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**). AVEANNA provides licensed nursing care around the clock in order to monitor/maintain respiration.
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?
A new service
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 evident of effectiveness will be evaluated by ongoing meetings, IEP review and staff/parent feedback throughout the 2019-2020 school year.
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 contract is fiscally sound. The district is mandated to provide students with the appropriate supports and services in order for them to have equal access to a Free and Appropriate Public Education (FAPE).

Scope of services is attached.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Aveanna Healthcare

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 31st day of July, 2019 effective the 29th day of August, 2019 by and between the New Haven Board of Education (herein referred to as the “Board”) and, Pediatric Services of America, Inc. dba Aveanna Healthcare 400 Interstate N. Parkway, S.E. Suite 1600 Atlanta, GA 30339 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required at a rate of \$53.00 per hour for a maximum of hours for a total 6.5 per day hours or session, for a total of 182 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Sixty Two Thousand Six Hundred Ninety Nine Dollars (\$62,699). 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 August 29, 2019 to June 30, 2020.

SCOPE OF SERVICE:

The contractor will provide 1:1 Nursing Care to a special education student with complex medical needs during the remainder of the 2019-2020 School Year, in order to provide all nursing services required by the student’s individual health care plan and maintain constant supervision of the student during the school day and during transportation to and from home/school. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the Individual Education Plan (IEP).


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

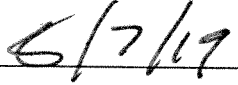
HOLD HARMLESS

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



Date

New Haven Board of Education

Date

James Elkington- SVP Revenue Cycle Mngt
Contractor Name Printed or Typed



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- School Health Centers
Re: Request for Agreement Approval
Meeting Date:

Executive Summary:

Approval is requested for an Agreement by and between the New Haven Board of Education and Lumen Touch, LLC for development and maintenance of our health data management program, HealthX, for our 17 school health centers and 6 school based dental clinics.

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

The total amount of the agreement is \$34,875.

Funding Source:

2019-2020 operating Budget: 190-470-00-56694

Key Questions:

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

The mission of school health centers is to address acute, chronic and provide preventive health SHC services help to keep students in school, healthy and more available to learn. We are also obligated to report SHC/dental data to our State funders about services provided and our impact across sites on student health and learning, and need a reliable data 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?

We have worked with the vendor last five school years to customize the program to meet our clinical data/reporting needs. Because of HealthX, we reliably report all required data to the State on time, Lumen resolved any issues that arose, and met or exceeded all contractual obligations.

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.

We explored other data management programs that could meet our needs, and all were over \$100K (Epic, ADP), so in comparison this vendor is very reasonable. Further their annual costs also include new deliverables that requires further development of the program.

The Agreement and complete scope of services are attached

August 15, 2019

Dear New Haven Board of Education,

We are continuously upgrading our offerings to our clients. As you have seen, we have rebranded our company and our products. As part of this we would like to implement the following service agreement with your school district.

This is the new Lumen Touch Master Services Agreement that will supersede all previous agreements.

Please be sure to read this and ensure that all the people in your organization are aware of the conditions in this agreement.

Considering that the essence of our offering relates to the **confidentiality** of student data, we pay the utmost attention to all aspects of security governed by federal and state statutes. We build as many safety elements as possible to ensure that student data is secure at all times. We encourage you to inform us of any improvements you think can be brought about to enhance the integrity of our products.

Best regards,

Dr John Vandewalle CEO

MASTER SERVICES AGREEMENT

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MASTER SERVICES AGREEMENT

This Agreement entered into on the 21th day of June, 2019 effective on or before October 1, 2019, by and between the New Haven Board of Education (herein referred to as the Board) and, Lumen Touch, LLC, located at 10502 NW Ambassador Dr. Suite 201, Kansas City, MO 064153 (herein referred to as Lumen Touch).

1. SERVICES

1.1 Services. Provider will supply the services and/or products (the "Services") set forth in any Additional Service Order executed by the parties in the form of Exhibit A attached hereto and incorporated herein ("Additional Service Order" or "ASO"). Provider will provide the Services in accordance with the specifications and schedule set forth in the applicable ASO. To the extent any terms or provisions of an ASO conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent such ASO specifically states the parties' intent that such ASO controls with respect to a particular matter. If the parties do not agree upon a schedule or milestones for the performance of certain Services, then Provider will perform such Services with reasonable diligence under the circumstances. Customer registration for, or use of the Services, constitutes Customer's assent to this Agreement, as well as any terms and conditions available on Provider's website (located at <http://www.lumentouch.com>), including, but not limited to Provider's Privacy Policy and End User License Agreement ("EULA"). Provider will not change the Services to be provided or the financial terms of this Agreement or any ASO without the prior written agreement of the parties in the form of an amendment to the Agreement or new ASO. Provider will do its best to inform Customer of any significant changes to the Services or terms and conditions of this Agreement that it may make from time to time, but there may be times when advance notice from Provider is not practical or feasible. Customer acknowledges it is responsible to regularly check Provider's website for updates and changes. Notwithstanding the foregoing, to the extent that any terms and conditions available on Provider's website conflict with the terms of this Agreement, the terms of this Agreement shall control.

1.2 Performance Standards. The parties will consult and cooperate to coordinate the Services with the activities of Customer's representatives. Provider will supply the Services in accordance with the terms of the ASO and the specifications therein and in a manner consistent with general industry standards reasonably applicable to the provision of the Services. Provider will perform, and warrants that it will perform, the Services in compliance with all applicable laws, rules and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Children's Online Privacy Protection Act of 1998 (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Protection of Pupil Rights Amendment (PPRA), to the extent otherwise applicable to Provider's performance of the Services.

1.3 Features License & Restrictions. If the Services include access to any of Provider's databases, content, online systems, functions, software, remotely-accessed gateways, platforms, or other products (collectively, "Features") such access shall be governed by this Section. Access to certain Features may be restricted and Features may change from time to time. Provider hereby grants Customer a non-exclusive, non-transferable, limited license ("License") to access the Features and to use content made available by the Features ("Content"), solely for Customer's internal business and educational purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Provider and its licensors. Except as otherwise provided with respect to certain Content, the License includes the right to download and temporarily store insubstantial portions of Content to a storage device

solely: (i) to display such Content; and (ii) to quote and excerpt from such Content by electronic cutting and pasting or other means in internal reports, lesson plans, lessons, and similar works created by Customer, its administrators, teachers, enrolled students, or parents or legal guardians of Customer's enrolled students. The License shall expire upon termination or expiration of the Term of this Agreement.

No individual shall be authorized to access Features or Content under the License unless such individual is an administrator, employee, teacher, consultant, contractor, agent, enrolled student, or a parent or legal guardian of an enrolled student of Customer. The number of individuals authorized to access the Features under the License shall be set in the applicable ASO and Provider will supply Customer with an equal number of distinct keys, codes, passwords, or similar devices ("Access Keys") which will permit individuals authorized to access the Features and Content ("Users") to access the Features and Content. When issued by Provider, Access Keys shall be assigned to specific individuals and shall not be shared or used by more than one individual User. Access Keys may be reassigned upon written request and authorization of Provider in the event a User's relationship with Customer changes such that the User no longer accesses Features or Content. Certain Features and Content are licensed subject to "Additional Terms" (as defined below), which take precedence over the rights granted in this Section.

Neither Customer nor any User may copy, download, store, publish, transmit, transfer, sell or otherwise use the Features or Content, or any portion thereof, in any form or by any means, except: (i) as expressly permitted by this Agreement; (ii) with Provider's prior written permission; or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms," as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107). Features and Content shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Neither Customer nor any User shall: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the Features or the Content in any way; (ii) modify or make derivative works based upon the Features or the Content; (iii) create Internet "links" to the Features or Content or "frame" or "mirror" any Features or Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Features or Content in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Features or Content, or (c) copy any ideas, features, functions or graphics of the Features or Content. Neither Customer nor any User may access the Features or Content if Customer or User is a competitor of Provider, except with Provider's prior written consent. In addition, neither Customer nor any User may access the Features or Content for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes.

Certain Features or Content may be governed by terms and conditions, including charges, which are different from those set forth in this Agreement ("Additional Terms"). Customer will be given an opportunity to review Additional Terms by receiving notice in writing, online, or by other means which Provider may determine. Additional Terms may be modified effective upon Provider giving Customer notice of the modification. By using Features or Content governed by Additional Terms, Customer agrees to, and Customer and Users will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Should Customer elect not to use or access the Features or Content governed by Additional Terms, Customer shall not be obligated to comply with such Additional Terms.

1.4 Remote Backup and Disaster Recovery Service. As an additional service, and at an additional cost, Provider may offer to supply a periodic remote backup of "Customer Data" (defined below) in the event of a server malfunction, catastrophic event, or other data loss ("Disaster Recovery Service").

Unless otherwise stated in an ASO, Disaster Recovery Service is not included in the Services. If Disaster Recovery Service is not included on the applicable ASO, Customer is solely responsible for any backup, disaster recovery, and restoration of Customer Data. If Provider supplies data restoration services following a server malfunction, catastrophic event, or other data loss, Customer will be charged Provider's then-current rate.

1.5 Data Storage. The maximum disk storage space provided to Customer at no additional charge is 5 MB per User. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees. Provider will use reasonable efforts to notify Customer when the average storage used per User reaches approximately 90% of the maximum; however, any failure by Provider to notify Customer shall not affect Customer's responsibility for such additional storage charges. Provider reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

2. COMPENSATION

2.1 Service Fees. For delivery of the Services, Customer agrees to pay Provider the fees as set forth in this Agreement and any ASO ("Service Fees"). To the extent that the Services are subject to any taxes, fees or levies of any nature which may be imposed by any governmental authority, Customer shall be solely responsible for the payment of any and all such taxes, fees or levies. For Services including access to Features, initial Service Fees are computed by multiplying the number of individual Users authorized to access the Features by the Individual User Fee provided in the ASO. Notwithstanding any ASO, Provider reserves the right to modify the Service Fees or add additional fees at any time, upon thirty (30) days' prior notice to Customer and Customer's continued use of the Services shall be deemed Customer's assent to such modifications and/or additional fees unless Customer notifies Provider in writing within such thirty (30) day period that Customer declines such modifications and/or additional fees.

2.2 Invoices/Manner of Payment. Service Fees are non-refundable and shall be fully earned, due and payable to Provider upon execution of this Agreement for the initial Term of the Agreement, and annually thereafter for renewal terms no later than thirty (30) days in advance of the anniversary of the Effective Date, without demand, unless otherwise mutually agreed by the parties in writing. If additional ASOs are added after the Effective Date which do not include specific payment provisions, Provider shall send Customer for each ASO one or more separate invoices, which invoice(s) shall summarize the Services provided during that period of time under such ASOs and the Service Fees due thereunder. Except as otherwise provided, Customer shall pay all amounts to Provider within thirty (30) days after Customer's receipt of such invoice(s). If Customer believes an invoice is incorrect, Customer must contact Provider in writing within sixty (60) days of the invoice date. The notice must contain the invoice and amount in question to be eligible to receive an adjustment or credit.

Customer agrees to supply Provider with complete and accurate billing and contact information, including without limitation, Customer's legal name, street address, e-mail address, name and telephone number of Customer's authorized billing agent and any individuals authorized to approve "Change Order Estimates" (defined below) and administer Customer's use of the Services on behalf of Customer ("License Administrator"). Customer agrees to update this information within thirty (30) days of any change.

2.3 Change Orders, Additional Access to Features. Customer may from time to time request additional Services, including without limitation increasing (but not decreasing) the number of individual Users authorized to access Features, by issuing a written request to Provider ("Change Order Request"). Provider will respond in writing to any Change Order Request, stating how such proposed changes to the

Services will affect the time and/or materials required for Provider to provide the Services, as well as the increase in the Service Fees ("Change Order Estimate"). If Customer agrees in writing to such Change Order Estimate, the applicable ASO will automatically be deemed amended to incorporate the revisions to the Services as set forth in the Change Order Request (or as otherwise mutually agreed by the parties) and any agreed-upon modifications to the time, materials and/or Service Fees as set forth in the Change Order Estimate (or as otherwise mutually agreed by the parties). If Provider authorizes an increase in the number of individual Users authorized to access Features: (i) such additional access shall be coterminous with the then-current Term of this Agreement; (ii) the fee for the added access shall be at Provider's then-current rate; and (iii) such additional charges shall be assessed as of the first day of the month in which such access is granted, without proration.

2.4 Non-Payment and Suspension. In addition to any other rights granted to Provider herein, in the event Customer fails to pay Provider any amounts owed Provider under the Agreement when due, Provider may suspend provision of Services under the Agreement until such amounts (together with interest and Provider's costs of collection, including without limitation court costs and reasonable attorneys' fees) are paid, or Provider may terminate the Agreement pursuant to Section 8. All such unpaid amounts shall bear interest at the maximum rate permitted by law and may be collected by Provider together with Provider's costs of collection including, without limitation, court costs and reasonable attorneys' fees. Suspension of Services under this Section shall not relieve Customer of its obligation to pay Service Fees under this Agreement. Provider may charge Customer a reconnection fee at Provider's then-current rate if Customer requests that Services resume after a period of suspension under this Section. Customer agrees that Provider has no obligation to retain Customer Data and that Customer Data may be irretrievably deleted without notice if Customer's account is thirty (30) days or more delinquent.

3. CONFIDENTIALITY

3.1 Confidentiality Obligation. During the term of this Agreement and for a period of ten (10) years thereafter, Customer will maintain all "Confidential Information" (as defined below) as confidential and Customer will not disclose any Confidential Information or use any Confidential Information for any purpose, without Provider's prior written consent, except: (i) as expressly authorized by this Agreement; (ii) as permitted by Section 3.3; or (iii) to its employees and Provider-approved subcontractors or other representatives who require access to such information for Customer to realize the benefit of the Services, so long as such persons are under obligations regarding the confidentiality of the Confidential Information that are consistent with and no less protective to Provider than the terms of this Agreement. Customer will use at least the same standard of care as it uses to protect its own confidential information (but in no event less than reasonable care) to ensure that its employees and Provider-approved subcontractors and other representatives do not disclose or make any unauthorized use of the Confidential Information, and Customer shall be responsible for any breach of this Agreement by any of its employees, subcontractors or other representatives.

3.2 Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means all information, whether in oral, written, graphic or electronic form, provided or otherwise made available by or on behalf of Provider to Customer pursuant to or in connection with this Agreement, any ASOs and/or any separate confidentiality or non-disclosure agreement entered into by the parties (including, without limitation, all information relating to any of Provider's products made available to Customer, Service Fees, Access Keys, and terms of this Agreement), and all data, inventions and information developed, generated, produced or made in connection with the Services or any ASOs. Notwithstanding the foregoing, Confidential Information shall not include information which Customer can demonstrate by competent written proof: (i) is or becomes publicly known other than as a result of

any breach of this Agreement by Customer; (ii) is disclosed to Customer by a third party who rightfully possesses the information and is not under an obligation of confidentiality with respect thereto; or (iii) was known to Customer prior to its first receipt from Provider (whether such first receipt occurred before or during the term of this Agreement); provided that "Work Product" and "Intellectual Property" (as defined below) shall not be subject to the exception in the foregoing clause (iii) and shall in all events be Confidential Information of Provider.

3.3 Authorized Disclosure. Notwithstanding the provisions of Section 3.1, Provider may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by a valid state statute, order of a court or other governmental body having jurisdiction or is otherwise required by law or regulation, provided that Customer: (i) shall give reasonable prior written notice to Provider of such required disclosure; (ii) shall obtain, or shall cooperate with Provider's efforts to obtain, a protective order or other confidential treatment of such Confidential Information; and (iii) shall disclose only that portion of the Confidential Information which the Customer's legal counsel advises it is legally required to disclose.

3.4 Additional Limits on Use. Customer shall not use the Confidential Information for any purpose or in any manner that would constitute a violation of any law or regulation. Customer will take all appropriate steps to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Customer shall promptly notify Provider in the event of any loss or unauthorized use or disclosure of any of the Confidential Information.

4. PROPRIETARY RIGHTS

4.1 Provider's Work Product & Intellectual Property. Provider shall own and retain all right, title and interest in and to: (i) all deliverables, reports, documents, techniques, know-how, algorithms, software, specifications, plans, notes, drawings, designs, pictures, inventions, data, information, conclusions, results, materials, compounds and other items authored, produced, provided, created, collected, developed, discovered, made or generated in the course of conducting, or otherwise in connection with, the Services ("Work Product"), and (ii) any and all patent rights, copyrights, trade secrets, trademark rights and other intellectual property rights in the Work Product ("Intellectual Property"). To the extent applicable, Provider shall be deemed to be the "author" of all Work Product and all works of authorship contained in any Work Product shall not constitute "work made for hire" under the U.S. Copyright Act (17 U.S.C. §§ 101 et seq.) or any other applicable copyright law. Customer hereby waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Customer hereby assigns to Provider all right, title and interest in and to all Work Product and Intellectual Property. At Customer's expense, Customer shall execute and deliver all documents and take all actions necessary or desirable to vest in Provider all right, title and interest in and to Work Product and Intellectual Property and for Provider to apply for, obtain, perfect, maintain and enforce the Intellectual Property and any other proprietary protection relating to the Work Product. Customer will not contest the validity of Provider's rights in the Work Product or the Intellectual Property. All Work Product will be deemed to be the Confidential Information of Provider under and subject to Section 3. Provider shall have the right to review, publish, disclose and use any and all Work Product as Provider, in its sole discretion, deems appropriate.

4.2 Proprietary Material. Customer acknowledges that Provider alone (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to all constituents of the Services, including without limitation, the Features, Content, Provider's technology, the "Lumen Touch, LLC" name, the Lumen Touch, LLC logo and the product names and marks associated

with the Services ("Proprietary Material") and Customer acknowledges that this Agreement does not convey to Customer any rights of ownership in or related to the Proprietary Material. Customer agrees to abide by all copyright notices, trademark rules, information, and restrictions applicable to Proprietary Material, and Customer agrees to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose Proprietary Material, without obtaining the prior consent of the owner of that Proprietary Material. The requirements of this Section apply notwithstanding any functional capability of the Services which makes the violation of this Section technically possible. Provider reserves the right to remove material from the Services, Features, Content, or Customer Data, which Provider believes in good faith to violate copyright or intellectual property rights.

4.3 Customer Data. As used in this Agreement, the following terms have the following meanings: (i) "Customer Data" means any data, information, material, or content provided or submitted by Customer or any User to Provider or to the Features in connection with the Services; (ii) "Personally Identifiable Information" means information which alone, or in combination with other information, is linked, or is linkable, to a specific individual, and which would thereby allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; (iii) "De-identified Customer Data" means Customer Data which has had names of individuals removed, has had the statewide unique identifier scrambled, and has been further redacted as necessary so that it not, and does not contain, Personally Identifiable Information. Provider shall use Customer Data only as is reasonably necessary to provide the Services and perform its obligations under this Agreement, however Provider shall have the right to use De-Identified Customer Data as provided in this Section. Customer grants Provider a world-wide, royalty-free, perpetual, irrevocable, non-exclusive, and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, share, perform and display De-identified Customer Data, in whole or part, worldwide and/or to incorporate De-identified Customer Data in other works in any form, media, or technology now known or later developed for any of Provider's purposes, including without limitation, the development, manufacture, use, sale, or offer for sale of Provider's products, services, or processes. The rights granted Provider under this Section shall survive termination of this Agreement. Customer agrees to perform all further acts necessary to perfect any of the above rights granted by Customer to Provider, including the execution of documents, at Provider's request and at Customer's cost. Customer and/or User(s) retain any rights in Customer Data that Customer and/or User(s) may have in such Customer Data, subject to the rights, licenses and privileges granted in this Section.

Customer represents and warrants to Provider that Customer owns or otherwise has adequate rights to grant the rights granted Provider by this Section. Customer represents, warrants and undertakes that: (i) use of the Customer Data will not infringe the rights of any third parties (including that the Customer Data is not defamatory); (ii) Customer has obtained all rights and consents that are necessary for Customer to provide the Customer Data; (iii) Customer is solely responsible for complying with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and Customer has obtained advance written consent from all parents or guardians whose children under 13 will be accessing Services and Provider is entitled to rely upon the same; and (iii) Customer will immediately remove and notify Provider of any Content that does not comply with these terms and conditions or that may infringe the rights of third parties.

Customer, not Provider, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data. Customer acknowledges that other persons may have submitted content to Provider, may have made public or developed, or may originate, submit, make public or develop, material similar or identical to all or a portion of the Customer Data, content or concepts contained therein, and Customer understands and agrees that neither Customer nor User(s) shall be

entitled to any compensation because of the use or exploitation thereof, and the submission of Customer Data, or any posting or display thereof, is not any admission of novelty, priority or originality. Even if Customer and/or User(s) subsequently see or learn of a presentation, sound recording, composition, demo, idea, script, drawing, motion picture, photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any Customer Data, that is purely coincidental and unavoidable.

Provider shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer breach), Provider will make available to Customer, a file of the Customer Data within thirty (30) days of termination if Customer so requests, in writing, within five (5) business days of termination. Provider reserves the right to withhold Customer Data without notice for any breach by Customer, including, without limitation, Customer non-payment or under payment.

5. CUSTOMER RESPONSIBILITIES

5.1 Responsible for Users. Customer is responsible for all activity of User(s). Customer agrees that Customer and Users(s) will abide by all applicable local, state, federal, and foreign laws, treaties and regulations in connection with use of the Services, including without limitation those related to data privacy, international communications and the transmission of technical or personal data.

5.2 Obligation to Report. Customer shall: (i) notify Provider immediately of any unauthorized use of any Access Key or account or any other known or suspected breach of security; (ii) report to Provider immediately and use reasonable efforts to stop any unauthorized copying or distribution of Content that is known or suspected by Customer or User(s); and (iii) not impersonate User(s) or provide false identity information to gain access to or use the Services.

5.3 Children's Privacy. Customer is solely responsible for complying with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.). Customer hereby agrees to obtain on behalf of, and for the benefit of Provider, advance written consent in writing for any User that is a child under 13 years of age from the parent(s) or guardian(s) of such child. Such parental consent must specifically authorize the child to use the Services and authorize the child to disclose personal information to Provider for the purposes allowed by this Agreement. Customer is responsible for understanding how any third-party software or services accessed through or obtained from the Services may collect and use information of Users. When obtaining consent, Customer must provide parents and guardians with any disclosing or disclaiming information provided to Customer by Provider, including without limitation Provider's Privacy Policy, to accompany the consents. Customer must keep all consents on file and provide them to Provider should Provider request them. The written consent that Customer agrees to obtain from parents or guardians of Users under the age of 13 must contain the following information in Subsections (i) through (vi):

- i. That Provider has collected the parent's or guardian's online contact information from the child, and the name of the child or the parent or guardian, in order to obtain the parent's or guardian's consent;
- ii. That the parent's or guardian's consent is required for the collection, use, or disclosure of such information, and that Provider will not collect, use, or disclose any personal information from the child if the parent or guardian does not provide such consent;

- iii. That, should the parent or guardian provide consent, Provider intends to collect personal information from the child consistent with Provider's Privacy Policy and any other disclosing or disclaiming information provided to the parent or guardian;
- iv. A hyperlink to Provider's online notice of its information practices containing the name, address, telephone number, and email address of Provider; a description of what information Provider collects from children, including whether the Services provided by Provider enable a child to make personal information publicly available, how Provider uses such information, and Provider's disclosure practices for such information;
- v. The means by which the parent or guardian can provide verifiable consent to the collection, use, and disclosure of the information; and
- vi. if the parent or guardian does not provide consent with a reasonable time from the date the direct notice was sent, Provider will delete the parent's online contact information from its records.

Provider agrees that it shall not use or transfer any Personally Identifiable Information without obtaining proper consent or otherwise in violation of any applicable law.

6. REPRESENTATIONS AND WARRANTIES

Customer represents and warrants to Provider as follows:

6.1 Customer has properly identified itself and has all necessary right, power and authority to execute this Agreement and grant the rights herein;

6.2 The execution of this Agreement and provision of the Services by Provider will not violate any service, confidentiality, consulting or other agreement to which Customer or its employees is a party or by which Customer or its employees may be bound.

6.3 Customer incorporates the additional representations and warranties located in any other Sections of this Agreement as though completely set forth in this Section.

Provider represents and warrants to Customer as follows:

6.4 Provider shall comply with all applicable state and federal laws, including without limitation all privacy and non-discrimination laws applicable to the Services provided pursuant to this Agreement.

7. INDEMNIFICATION

7.1 Mutual Indemnity. To the extent enforceable under applicable laws, Customer and Provider, each agree to defend, hold harmless, and indemnify the other party and their affiliates and respective directors, officers, employees, agents, and assigns ("**Indemnified Party(ies)**"), from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities of any kind, (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "**Claims**") to which such Indemnified Party(ies) may become subject to the extent that such Claims arise out of or result from: (i) the default or breach by the

other party of any obligation, representation, warranty, covenant or agreement hereunder; or (ii) the negligent act or omission or willful misconduct of the other party or its employees.

7.2 Procedure. The Indemnified Party(ies) will have the right to approve the counsel selected by the other party for the defense of the Claims. The party seeking indemnification will provide reasonably prompt written notice of any such Claims and provide reasonable information and assistance, at their expense, to help defend such Claims. The party providing the indemnification will not have any right, without the Indemnified Party's written consent, to settle any such Claim if such settlement contains a stipulation to or admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnified Party(ies), subjects the Indemnified Party(ies) to any injunctive or other relief or otherwise adversely affects the business of the Indemnified Party(ies) in any manner, or otherwise requires the Indemnified Party(ies) to take or refrain from taking any material action (such as the payment of fees).

8. TERMS AND TERMINATION

8.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and will continue for a period of one (1) year thereafter, unless earlier terminated as provided herein. The Term will renew for periods of one (1) year each based on mutual agreement and approval. Should a party not desire to renew the Agreement the such party shall give the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term. Upon renewal, Customer agrees to pay Provider's then-current Service Fees applicable as revised and approved to the Services.

Fiscal support for this agreement shall be by General Funds: **Account Number: 190-470-00-56694.**

8.2 Termination for Cause. Except as otherwise specifically provided in this Agreement, either party may terminate this Agreement or an individual ASO if the other party materially breaches this Agreement. In the case of a material breach that is not capable of being cured, the non-breaching party may terminate this Agreement immediately upon giving written notice of termination. In the case of a material breach that is capable of being cured, the non-breaching party shall send written notice to the breaching party describing the breach in reasonable detail, and the non-breaching party may terminate this Agreement if the breaching party does not cure such breach within thirty (30) days following its receipt of such notice. A breach by Customer of the obligations set forth in Sections 2 shall be deemed a material breach for purposes of this Section, in addition to and without limitation of any other material breach, which may arise.

8.3 Effect of Termination. Upon the termination of this Agreement and any then outstanding ASO by Customer without cause, Customer shall pay to Provider as liquidated damages any amounts due and remaining unpaid for the remainder of the then-current Term, together with interest accruing as of such termination at the maximum rate permitted by law and Provider's costs of collection, including without limitation, court costs and reasonable attorneys' fees. The parties acknowledge and agree that this is a reasonable estimate of the actual damages which will be sustained by Company should Customer terminate early without cause. Following termination or expiration of this Agreement, (i) Customer will promptly provide all Work Product to Provider (including any unfinished Work Product), (ii) Customer will return any Confidential Information and any property of Provider within ten (10) days from the date of such termination or expiration, (iii) the terms and conditions of Sections 3, 4, 7, 8, 9, 10, and 11 will survive such termination or expiration of this Agreement, and (iv) at Customer's request, Provider will make its staff available to assist with any transition of the Services at Provider's then-current hourly rates, and (v)

Provider shall have no obligation to retain Customer Data and may delete Customer Data thirty (30) days after termination of the Agreement.

9. RECORDS, INSPECTIONS AND AUDIT

During the Term and for a period of five (5) years thereafter or, if later, until expiration of the minimum retention period required by applicable laws, rules and regulations, and subject to the continuing confidentiality obligations under Section 3, Customer will maintain accurate and complete records related to the Services and this Agreement. Customer shall not destroy any such records unless and until it has obtained Provider's prior written permission to do so. At Provider's written request, Customer shall continue to maintain any such records beyond the applicable period specified above, subject to payment by Provider of reasonable storage fees, or shall transfer such records to Provider or its designee at Customer's expense. Representatives of Provider may visit Customer's facilities or meet with Customer or its representatives at reasonable times and with reasonable frequency during normal business hours to observe and evaluate the progress of the Services. If any regulatory authority conducts or gives notice to Customer of its intent to conduct an inspection of the Services at Customer's facilities or to take any other regulatory action with respect to the Services, Customer shall notify Provider of the same and shall promptly provide Provider with a copy of the results of any such regulatory inspection or action. Provider may, upon twenty-four (24) hours' notice, audit Customer's records relating to the Services and consult with Customer's accountants for the purpose of verifying Customer's compliance with the terms of this Agreement.

10. LIMITATION OF LIABILITY

10.1 Responsibility for Content and Customer Data. All Content and Customer Data is the sole responsibility of the person from whom such content originated, and Customer or User(s) access all such information and content at their own risk. Provider is not liable for any errors or omissions in such information or for any damages or loss Customer or User(s) may suffer in connection with it. Provider cannot control and Provider assumes no duty to take any action regarding how Customer or Users may interpret or use the Content or what actions Customer or Users may take as a result of having been exposed to the Content, and Customer hereby releases Provider from all liability for Customer or User(s) having acquired or not acquired Content through the Service. Provider cannot guarantee the identity of any users with whom Customer or User(s) interact in using the Services and Provider does not assume any duty or responsibility for any users of other customers who may gain access to the Services.

10.2 Third Party Materials. The Services may contain links or connections to third party websites or services that are not owned, operated, or controlled by Provider. If Customer or Users access third party websites or use third party services, Customer accepts that there are risks in doing so, and agrees that Provider cannot be held liable with respect to the same. Provider encourages Customer and Users to read the terms and conditions and privacy policy of each third-party website or service that Customer or Users may visit or utilize. Provider assumes no responsibility for the content in any third-party website or from any third party that Customer or User may interact with through the Service. By using the Service, Customer releases and holds Provider harmless from any and all liability arising from Customer's or Users' use of any third-party website or service. Customer recognizes that certain third-party providers of ancillary software, hardware or services may require that Customer or Users agree to additional or different license or other terms prior to Customer's or Users' use of or access to such software, hardware or services, and that any such subsequent agreement or license between Customer and third party providers of ancillary software shall not relieve Customer of any responsibilities Customer incurs by reason of this Agreement.

10.3 DAMAGES. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH THE CUSTOMER. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY) OR INDEMNIFIED CLAIMS UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER FOR THE TERM DURING WHICH THE EVENT GIVING RISE TO SUCH CLAIM OCCURS. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 INTERNET & ELECTRONIC COMMUNICATIONS. PROVIDER'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS EXCEPT AS SET FORTH IN THIS AGREEMENT.

11. DISCLAIMER OF WARRANTIES

PROVIDERS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT OR CUSTOMER DATA. PROVIDER AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (i) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (ii) THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS; (iii) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER OR USERS THROUGH THE SERVICE WILL MEET CUSTOMER OR USER REQUIREMENTS OR EXPECTATIONS; (v) ERRORS OR DEFECTS WILL BE CORRECTED; OR (vi) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO CUSTOMER AND USERS STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PROVIDER AND ITS LICENSORS.

12. MISCELLANEOUS

12.1 Notices. All notices, authorizations, and requests in connection with this Agreement shall be in writing and will be deemed given: (a) on the day they are sent by air express courier, charges prepaid; or (b) on the day of transmittal if sent by confirmed facsimile, or by other means of accepted electronic communication, in each case to the address set forth below or to such other address as the party to receive the notice or request so designates by written notice to the other.

If given to Provider:

Lumen Touch, LLC
10502 NW Ambassador Dr.
Kansas City, MO 64153
Attention: CEO

If given to Customer:

New Haven Board of Education
54 Meadow Street
New Haven, CT 06519
Attention: Ms. Sue Peters

12.2 Relationship of Parties. Provider's relationship with Customer is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship between the parties. Provider acknowledges that it is not authorized to make any contract, agreement or warranty on behalf of Customer. Under no circumstance will one party's employees be construed to be employees of the other party, nor will one party's employees be entitled to participate in the profit sharing, pension or other plans established for the benefit of the other party's employees.

12.3 No Exclusivity. Notwithstanding anything contained herein to the contrary, the parties agree that nothing contained in this Agreement or any ASO will be construed as creating an exclusive relationship between the parties. Nothing in this Agreement will prevent either Provider or Customer from entering into the same or similar relationship with others.

12.4 Governing Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Kansas, without reference to its choice of law principles to the contrary. Neither party will commence or prosecute any action, suit, proceeding or claim arising out of or related to this Agreement other than in the United States District Court for the State of Kansas or the District Court of Johnson County, Kansas. Each party hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any such action, suit, proceeding or claim. In any suit, arbitration, mediation or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the substantially prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

12.5 Waiver. No waiver of any term, condition or obligation of this Agreement will be valid unless made in writing and signed by the party to which such performance is due. No failure or delay by any party at any time to enforce one or more of the terms, conditions or obligations of this Agreement will (a) constitute a waiver of such term, condition or obligation, (b) will preclude such party from requiring performance by the other party at any later time, or (c) will be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

12.6 Assignment. This Agreement may not be assigned by Customer without the prior written approval of Provider but may be assigned without Customer consent by Provider to: (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a competitor of Provider directly or indirectly owning or controlling 50% or more of Customer shall entitle Provider to terminate this Agreement for cause immediately upon written notice.**12.7**

Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of this Agreement will have full force and effect and such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision.

12.8 Entire Agreement. This Agreement, together with all ASOs attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, representations, prior discussions and preliminary agreements. Except as otherwise expressly stated herein, this Agreement and any ASOs hereto may be amended only in writing signed by all parties, and no text or information set forth on any purchase order, preprinted form or document (other than a final ASO, if applicable) shall add to or vary the terms and conditions of this Agreement.

12.9 Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each party may execute this Agreement by facsimile transmission or in Adobe™ Portable Document Format (PDF) sent by electronic mail. Facsimile or PDF signatures of authorized signatories of the parties will be deemed to be original signatures, will be valid and binding, and, upon delivery, will constitute due execution of this Agreement.

12.10 Read and Understood. Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions. Each Party acknowledges that this Agreement shall not be construed for or against either Party by reason of who did or did not draft this Agreement. The provisions of this Agreement shall be binding upon and will inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

13. PRIOR AGREEMENT (S)

13.1 Termination of Prior Agreement(s). This Agreement, upon execution, will hereby terminate and supersede all prior understandings, representations, discussions, commitments, and agreements, both verbal and written, between the Parties. All agreements and commitments between the Parties must be contemplated in this Agreement to be considered in effect and binding between the Parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED two (2) COUNTERPARTS OF THIS AGREEMENT ON OR BEFORE THE 1ST DAY OF OCTOBER, 2019 AND EFFECTIVE UNTIL THE 30TH DAY OF JUNE, 2020.

New Haven Board of Education

Representative Name: Darnell Goldson

Representative Title: Board President

Signature: _____

Date: _____

Lumen Touch

Representative Name: JOHN VANDEWALLE

Representative Title: CEO

Signature: 

Date: 08/15/2019

EXHIBIT A

ADDITIONAL SERVICE ORDER (ASO)

This Additional Service Order, dated on or before October 1, 2019, is made pursuant to that certain Master Services Agreement by and between LUMEN TOUCH, LLC and NEW HAVEN BOARD OF EDUCATION. All capitalized terms, where not otherwise defined in this Additional Service Order, will have the meanings set forth in the Agreement.

Fees listed in this ASO are current as of October 1, 2019 and are subject to change from time to time. Provider will issue notice to Customer in the event fees are scheduled to be modified at least 60 days in advance.

A. Products Purchased / Included:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Bright CARE – Health Management | <input checked="" type="checkbox"/> Bright INSIGHT – Data Dashboards |
| <input checked="" type="checkbox"/> Bright CODE – Custom Development | <input type="checkbox"/> Bright SUCCESS – College and Career Planning |
| <input checked="" type="checkbox"/> Bright STORE – Backup and Recovery | <input type="checkbox"/> Bright LOCK-Automated school lock down |
| <input type="checkbox"/> Bright SPED – Special Education Management | <input type="checkbox"/> Bright TRACKS – Student tracking /attendance |
| <input type="checkbox"/> Bright LEARNING – Curriculum Management | <input type="checkbox"/> Bright SPACE 2 – Social Media Management |
| <input type="checkbox"/> Bright RESOURCE – Inventory Management | <input type="checkbox"/> Bright STEPS – Early Learning Management |
| <input type="checkbox"/> Bright TRANSPORT – Tracking buses and drivers | <input type="checkbox"/> Bright SUITE– All-In-One Bundle |
| <input type="checkbox"/> Bright PATH – Professional Development | <input type="checkbox"/> Bright STUDENT – Student Information |
| <input type="checkbox"/> Bright SPACE 1– Emergency Message Management | |

B Delivery Schedule and Milestones:

Bright CARE – Currently installed and fully operational
Bright INSIGHT – Currently installed and fully operational

C. Lumen Services Purchased/Included:

- ☐ Training Package
- ☐ Server Monitoring
- ☒ Lumen Touch Hosting
- ☒ SSL Certificate: Included

D. Product/Service Fees:

1. Unit Fee for Year: 2019-2020, 2020-2021

2. Estimated Cost: By Contract and Estimated Student Count- 10,000

Service	Fee based on:	2019-20	2020-21
Bright CARE	School Year	\$21,000	\$22,000
Bright CODE	School Year	\$11,725	TBD
Bright INSIGHT* *Discounted 100% for 2019-2020	School Year	\$0*	\$20,000
Bright STORE	School Year	\$1,500	\$1,500

3. Additional Service Fees:

Service	Fee based on:	2019-20	2020-21
SSL	School Year	Included	Included
Lumen Hosting	School Year	\$650	\$650

4. Total Fees

Lumen Touch Services	2019-20	2020-21
Total	\$34,875	\$44,150

4. Subsequent Training and Development

Additional training and software development that is requested by Customer will be billed at \$175.00 per hour.

E. Payment Schedule: With the exception of Subsequent Training and Development, all fees will be invoiced annually and be due each year that such service is scheduled to be provided. The per user fees will be estimated based upon demographic information collected regarding the Customer's student population.

F. Miscellaneous

1. True-up

- a. Provider reserves the right to perform a fee true-up if Provider believes the actual per user population is more than 5% greater than the user population billed by Provider.

2. Proposal(s)

- a. Proposals issued by Provider to Customer will contain more specific information regarding the full services and fees to be offered to Customer. The signed proposal will be used in conjunction with this Agreement and ASO to determine the Services and Fees that will be provided to the Customer.

2019-2020 Deliverables

This Additional Service Order shall be attached to and incorporated into the Agreement and is subject to all the terms and conditions of the Agreement.

Summary

New Haven School District wishes to contract with Lumen Touch to provide the Lumen Touch Bright CARE software as a service to manage their school-based health centers for the school year 2019-2020.

Requirements:

Both parties have agreed to the following requirements as set out below:

Communication

Both parties will maintain communication at a minimum as follows:

1. Standing monthly calls between NHPS, Lumen Touch's Bright CARE Program Manager and Lumen Touch's IT Director. Issue-specific calls may be scheduled between entity leadership as needed.
2. New Haven has created SLACK- this will track progress and completion and aide in communication.
3. Teresea and Liliya or other assigned program managers will be in regular weekly contact and as needed to address concerns as they may arise.

Deliverable Deadlines

Deadlines are established for the priority deliverables based on Lumen Touch's Development Team availability with consideration for dates suggested by NHPS. Lumen Touch will provide NHPS a status update of each upcoming requirement at least two weeks prior to the estimated completion date. In the

event of an anticipated delay of completion, Lumen Touch will alert NHPS and propose a new completion date to be approved by NHPS.

NHPS and Lumen will have "Deliverable Review" no less often than every 2 months to review and sign off whether the item was completed to satisfaction and review updates on items scheduled for completion.

Ad Hoc Reporting Needs and DPH Report Requests

Requirements for any additional reporting needs that may arise unforeseen will be submitted to Lumen Touch for development. Deadlines for these additions will be negotiated as they arise. Lumen Touch will bill NHPS the standard rate of \$175 per development hour for each additional project. Lumen Touch will provide an itemized cost for any additional work that is requested by NHPS that will have an added fee. The work and the cost of that work will be approved in writing by the Director of School Health Centers before the work begins. **Bright CARE 2019-2020: Deliverables**

Deliverables, articulated below, will be executed upon if and when funding is allocated for NHPS. Deadlines will be agreed upon by both entities and assigned on a case-by-case basis as funding becomes available to the District.

2019-2020 Lumen Contract Deliverables

1. Convert individual race / ethnicity codes in the integration file to the aggregate race / ethnicity in demographics.
2. Import Dental ICD codes
3. Make the Health Counseling field not show when there are no codes assigned to the Encounter Type.
4. In the Procedure (CPT) / Action Taken code set display a message when trying to delete a code that has been assigned. Give the ability to disable a code.
5. Adjust filtering in Visit Type field in the Encounter.
6. In the Search & Extract report, based on submitted Excel adjust how we populate the 5,6,7,8,10,11,12,13 columns when checking the student insurance. Add a new Insurance Type of Military.
7. Add a "Show Alert Text" "Yes"/"No" field and "Alert Text" field to the "Incident Type / Diagnosis (ICD)", "Procedure (CPT) / Action Taken" Code Sets, Immunizations, and Screenings. This will be used by New Haven CT to give messages to the end users when a specific code is selected. These messages would be things like reminders to do another action that is required when that code is used.
8. Add a version of Data Monitoring for the Health Records. 10 Checks included.
9. Any modifications requested to encourage / enable SBHC managers to take ownership of data quality and local reporting needs.
10. Expand the detail in the Search & Extract report for the fields including a physical. Display the students used in the total, as well as IDs, to the records used in the total.
11. Changes to the Search & Extract report based on the Master Report Template.
12. Flexibility: Lumen Touch will work with SHC Department to resolve ongoing or unforeseen technical issues or make minor changes to Bright CARE as requested during the contract period.

Additional Application Development

1. Create Dashboard Indicators for the highest priority data points from CT DPH/Fed. (Approximately 5 indicators.)

2019-2020 Contract Deliverables

Project No.	2019-2020 Contract Deliverables	Est. date of completion	No. of hours	Price Per Deliverable
1	Convert individual race / ethnicity codes in the integration file to the aggregate race / ethnicity in demographics.	October 2019	2	\$0
2	Import Dental ICD codes.	October 2019	1	\$0
3	Make the Health Counseling field not show when there are no codes assigned to the Dental Encounter Type.	October 2019	1	\$0
4	In the Procedure (CPT) / Action Taken code set display a message when trying to delete a code that has been assigned. Give the ability to disable a code in Bright CARE.	October 2019	3	\$0
5	Adjust filtering in Visit Type field in the Dental Encounter.	October 2019	2	\$0
6	Add a "Show Alert Text" "Yes"/"No" field and "Alert Text" field to the "Incident Type / Diagnosis (ICD)", "Procedure (CPT) / Action Taken" Code Sets, Immunizations, and Screenings. This will be used by New Haven CT to give messages to the end users when a specific code is selected. These messages would be things like reminders to do another action that is required when that code is used.	December 2019	10	\$1,750
7	In the Search & Extract report, based on submitted Excel adjust how we populate the 5,6,7,8,10,11,12,13 columns when checking the student insurance. Add a new Insurance Type of Military.	November 2019	4	\$700
8	Add a version of Data Monitoring for the Health Records. 10 Checks included.	November 2019	10	\$1,750
9	Any modifications requested to encourage / enable SBHC managers to take ownership of data quality and local reporting needs.	November 2019	5	\$875
10	Expand the detail in the Search & Extract report for the fields including a physical. Display the students used in the total, as well as IDs, to the records used in the total.	November 2019	4	\$700
11	Changes to the Search & Extract report based on the Master Report Template.	December 2019	20	\$3,500
12	Flexibility: Lumen Touch will work with SHC Department to resolve ongoing or unforeseen technical issues or make minor changes to Bright CARE as requested during the contract period.	June 2020	14	\$2,450
Total Deliverables:			76	\$11,725

Optional Additional Application Development

Project No.	2019-2020 Additional Application and Development	Est. date of completion	No. of hours	Price Per Deliverable
1	Bright INSIGHT (Trial)* <i>*Discounted 100% for 2019-2020</i>	August 2019	0	*\$20,000
2	Create Dashboard Indicators for the highest priority data points from CT DPH/Fed. <i>* Discounted 100% for 2019-2020</i>	June 2020	40	*\$7,000
Total Deliverables:			40	\$0

PRICING AGREEMENT

PRODUCT: Bright CARE, Bright INSIGHT

SCHOOL DISTRICT: New Haven Unified School District

Estimated student count: 10,000

DESCRIPTION	Per Student	Estimated Units	2019-2020	2020-2021
<input checked="" type="checkbox"/> Bright CARE Licensing Fee	\$2.10	10,000	\$21,000	\$22,000
	Per Product			
<input checked="" type="checkbox"/> Bright Hosting	\$650	1	\$650	\$650
	Per District			
<input checked="" type="checkbox"/> Bright STORE: Backup and Recovery	\$1,500	1	\$1,500	\$1,500
	Per Hour			
<input checked="" type="checkbox"/> Bright CODE: Custom Development	\$175	76	\$11,725	TBD
	Per Student			
<input checked="" type="checkbox"/> Bright INSIGHT: Data Dashboards and Analytics <i>*Discounted 100% for 2019-2020</i>	\$2.00	10,000	\$0*	\$20,000
	Per Hour			
<input checked="" type="checkbox"/> Bright INSIGHT: Indicator Development (5 Indicators) <i>*Discounted 100% for 2019-2020</i>	\$175	40	\$0*	\$0
Total Cost Proposal			\$34,875	\$44,150

We will then attach this to the Master Services Agreement (MSA).

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.

PAYMENT SCHEDULE: Payments of equal amounts will be made in 3 installments as indicated:

1st payment: November 15th, 2019

2nd payment: January 1st, 2020

3rd payment: April 2nd, 2020

Payment Terms and Conditions:

Payment for the customized programming will be conditional upon completion of the deliverables described above within the timeframes indicated and according to the specifications provided by NHPS. In the event that a deliverable cannot be met by the deadline, Lumen will provide NHPS a status update of each requirement at least 2 weeks prior to the completion date and propose a new date for completion for NHPS approval. If this is unacceptable to NHPS, the 2 parties will negotiate a new deadline.

Fiscal support for this Agreement shall be by General Funds : **190-470-00-56694**

Account Number:

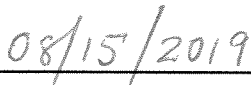
This agreement shall remain in effect on or before October 1, 2019 to June 30, 2020.

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.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to Lumen Touch by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to Lumen Touch for all services rendered by Lumen Touch 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.

HOLD HARMLESS: Lumen Touch 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 Lumen Touch or its employees or agents. Further, Lumen Touch 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 Lumen Touch's breach of this agreement or based upon the conduct of Lumen Touch, or its agents or its employees or arising out of in connection with their activities under this agreement.

Lumen Touch**Contractor Signature****Date****Contractor Name Printed or Typed****NEW HAVEN BOARD OF EDUCATION**
Darnell Goldson, President**Date**

Memorandum

To: Finance and Operations Committee

From: Glen Worthy, Principal
Hillhouse High School

Re: F&O Agenda Item Request/Approval
Agreement with John Hinrichs for JROTC Program

Meeting Date: September 3, 2019

Executive Summary:

Approval is requested for the Renewal of an Agreement by and between the New Haven Board of Education and John Hinrichs, 9 Burton Street, Bristol, CT to provide Junior ROTC Program at Hillhouse High School 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 \$104,577.60. Total reimbursement to be provided by the Army shall be \$50,788.80.

Funding Source: 2019-2020 Operating Budget
Acct. #190-43362-50135

Key Questions:

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

As a pivotal member of the JROTC program, Colonel John Hinrichs performs administrative tasks, maintains student records, counsel students on their academic performance, and plan, organize, and conduct extra-curricular activities which are aligned the schools and district goals of:

- a. Increase of the Cohort Graduation Rate
- b. Decrease in the percentage of students with one or more suspensions
- c. Improve the attendance rate in the building
- d. Character development

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 cadets and commanders of the JROTC programs have contributed to reducing the percentage of students with suspensions. The reason why this data has improved at Hillhouse High School has been through the assistance of Col. Hinrichs in organizing activities and monitoring the daily progress of his cadets. In last year's evaluation, the contractor was evaluated as strong educator (4) on the following criteria:

- a. Enrollment of the JROTC programs (10% of the school population)
- b. Academic Success of the JROTC cadets
- c. Community and school activities
- d. Contractor's participation in committee meetings (graduation, attendance, extra-curricular, etc.)
- e. JROTC data (attendance, suspensions, parental contact, academics, military enrollment, ASVAB testing, etc.)

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 agreement is fiscally sound because half of the contract is paid for by the military and the other half is paid for by the school system. The district is getting a veteran teacher at half the cost. In addition, the program adds immensely to the overall school's climate at James Hillhouse High School.

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
JOHN HINRICHS
FOR
PROFESSIONAL SERVICES**

PART I

This Agreement, consisting of Parts I and II, Exhibit A and Exhibit B, entered into this ____ day of _____, 2019, effective July 1, 2019, by and between the New Haven Board of Education ("Board"), John Hinrichs, 9 Burton Street, Bristol CT 06010, (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the personal services of an Army Instructor to assist the Board in carrying out its duties; and

WHEREAS, the Contractor submitted his/her 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 the 2019-2020 Operating Budget, Account #190-43362-50135.

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 Glen Worthy, Principal of Hillhouse High School, or such other person, as he/she shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be John Hinrichs, 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.

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; *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. Any work product prepared by the Contractor under this Agreement shall be carried out under the direction of the person specified in Section 102, and shall be subject to review and approval by the Board. In the event the Board disapproves of any work product, the Contractor shall revise such disapproved work and submit the revised work for any additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with the Principal, and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor shall consist of the duties outlined in Attachment A.

SECTION 3: NEGLIGENCE

301. The Board agrees to protect and save harmless the Contractor from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any persons, providing that at the time of the accident resulting in such injury the Contractor was acting in the discharge of his duties within the scope of his contractual employment.

302. Liability for damages resulting from the negligence of Contractor acting in the discharge of his/her duties within the scope of his/her employment, then the Board shall provide Contractor with legal counsel and defend him in any proceeding resulting there from.

SECTION 4: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

401. 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 5: TIME OF PERFORMANCE

501. 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.

502. 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, 2020.

SECTION 6: COMPENSATION

601. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement at the rate of Eight Thousand Seven Hundred Fourteen Dollars and Eighty Cents (\$8,714.80) per month. Total compensation advanced by the Board under this contract shall be One Hundred and Four Thousand, Five Hundred Seventy Seven Dollars and Sixty Cents (\$104,577.60).

602. The United States Army shall provide monthly reimbursements to the Board in the amount of Four Thousand Two Hundred Thirty Two Dollars and Forty Cents (\$4,232.40) per month. Total reimbursement to be provided by the United States Army shall be Fifty Thousand Seven Hundred Eighty Eight Dollars and Eighty Cents (\$50,788.80).

603. The Board shall, upon notification by the U. S. Army, compensate the contractor with salary adjustments as per the Army's revised Minimum Instructor Pay rate. Such adjustments are expected at least twice annually.

604. Compensation provided under this Section 6 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Sections 601, 602, 603 and 604 of this contract.

605. 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. 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 compensation due the Contractor based upon the fee amount set forth in Section 601. 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 cost as the Board deems necessary.

606. 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 independent contractor.

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 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 Board 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: John Hinrichs
9 Burton Street
Bristol, CT 06010

Board: Dr. Carol D. Birks
Superintendent of Schools
Gateway Center
54 Meadow Street
New Haven, CT 06519

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

WITNESS:

NEW HAVEN BOARD OF EDUCATION

BY: _____
Darnell Goldson, President

WITNESS:

CONTRACTOR

BY: _____
Lt. Col. John Hinrichs

ATTACHMENT A

Job Description

(1) Duties of a JROTC Instructor - JROTC officers and non-commissioned officers observe the same military courtesies and general roles they did on active duty, but there is no practical distinction between their major duties: a typical unit has only two personnel, and both must be fully capable of meeting all requirements. It is incumbent upon every new instructor to gain full personal proficiency in all JROTC responsibilities as rapidly as possible. Major curricular, extra-curricular and other tasks performed by instructors:

- ❑ Conduct the JROTC program in accordance with applicable law, and Army and Cadet Command regulations and policies.
- ❑ Prepare any annual operational plan. Develop a schedule for the year reflecting school activities and JROTC objectives and activities. Include cadets in the planning. Organize cadets and resources toward objectives.
- ❑ Perform administrative tasks. Maintain student records; provide enrollment and other student reports as specified by Cadet Command; meet school administrative requirements.
- ❑ Carry out logistics tasks. Prepare requisitions. Maintain arms and supply operations in accordance with Army security requirements and other regulations.
- ❑ Recruit new students. Market the JROTC program. Maintain at least the minimum enrollment of 100 cadets or 10% of the school's total student enrollment, whichever is less. Conduct a public relations program in the school and community.
- ❑ Teach JROTC cadets. Achieve the curricular requirements and learning standards of the Program of Instruction. Attain and improve proficiency in all military and other subjects taught. Continuously improve JROTC instruction by staying abreast of new and alternative instructional and motivational techniques. Recommend changes to the curriculum.
- ❑ Counsel students on their academic performance and as members of the Corps of Cadets. Assist interested students in applying for Senior ROTC scholarships and completing service academy applications.
- ❑ Accomplish required school tasks. Participate in staff meetings, school committees and student activities. Perform tasks required of all other teachers in the school.

Job Description

Page 2

- ❑ Plan, organize and conduct extra-curricular activities; color guard marksmanship (optional), drill teams, adventure training, and JROTC social activities, such as an annual ball.
- ❑ Conduct risk assessment for all activities; observe and enforce all Army and school safety guidelines.
- ❑ Develop professional qualifications. Participate in recurring instructor conferences and other professional development opportunities. Meet any continuing education requirements of the state or school district.
- ❑ Prepare the unit for official visits and formal inspections.
- ❑ Coordinate summer camp attendance by cadets, attend camp, and conduct training and other activities as prescribed by the camp commander.
- ❑ Provide an outstanding personal example of professional, social and personal behavior and appearance for cadets, colleagues and the community.
- ❑ Provide an outstanding personal example of professional, social and personal behavior and appearance for cadets, colleagues and the community.
- ❑ Perform other duties assigned.

(2) Physical Duties and Time Required

❑ Curricular Instruction

Conduct Instruction, generally 4-5 hours per day, plus related administrative time. Usually 5 days per week, or as addressed in the instructor contract with the school. Generally, these are the same days and hours as for the other teachers under contract by the school. A teacher's basic pay is compensation for conducting curricular instruction

❑ Extra-Curricular Activities

These activities reinforce classroom instruction and offer cadets the opportunity to enhance their personal skills, discipline, teamwork and self-esteem. They require instruction supervision, participation or instruction, are not part of the academic curriculum, and are conducted in addition to the hours of classroom and administrative duties. The school's pay system determines whether compensation is due, and in what amount, for the conduct of these activities. For Junior ROTC instructors, they are not limited to, but may include:

- Color Guard
- Drill Team
- Marksmanship

(3) The Program of Instruction

- (a) The POI is designed to provide a systematic progression of learning and development during each year of high school. The curriculum for each grade level consists of 180 hours, of which 108 are for required subjects, and the remaining hours are chosen by the instructor from a list of Army approved subjects. Instructors have considerable flexibility in shaping their program to best meet the educational, vocational and other developmental needs of their students.
- (b) The following is a sampling of the subjects offered in four years of JROTC:
 - American citizenship
 - Techniques of Communication
 - Leadership (learning to assume a leadership role)
 - Leadership Labs (demonstrating leadership)
 - Drug Abuse Prevention
 - Map Reading
 - Developing a Career Exploration Strategy
 - First Aid and Hygiene
 - Technology Awareness
 - Command and Staff Procedures (for senior cadet leaders)
- (c) Desired learning outcomes. To aide their success in school and after graduation.

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.

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 Apprenticeship 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.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee

From: Glen Worthy, Principal
Hillhouse High School

Re: F&O Agenda Item Request/Approval
Agreement with Lisa Rodriguez for JROTC Program

Meeting Date: September 3, 2019

Executive Summary:

Approval is requested for the Renewal of an Agreement by and between the New Haven Board of Education and Lisa Rodriguez, 21 Barrows Street, Stratford, CT to provide Junior ROTC Program at Hillhouse High School 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 \$82,074.00. Total reimbursement to be provided by the Army shall be \$39,537.00.

Funding Source: 2019-2020 Operating Budget
Acct. #190-43362-50135

Key Questions:

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

As a pivotal member of the JROTC program, Colonel John Hinrichs performs administrative tasks, maintains student records, counsel students on their academic performance, and plan, organize, and conduct extra-curricular activities which are aligned the schools and district goals of:

- a. Increase of the Cohort Graduation Rate
- b. Decrease in the percentage of students with one or more suspensions
- c. Improve the attendance rate in the building
- d. Character development

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 cadets and commanders of the JROTC programs have contributed to reducing the percentage of students with suspensions. The reason why this data has improved at Hillhouse High School has been through the assistance of Col. Rodriguez in organizing activities and monitoring the daily progress of his cadets. In last year's evaluation, the contractor was evaluated as strong educator (4) on the following criteria:

- a. Enrollment of the JROTC programs (10% of the school population)
- b. Academic Success of the JROTC cadets
- c. Community and school activities
- d. Contractor's participation in committee meetings (graduation, attendance, extra-curricular, etc.)
- e. JROTC data (attendance, suspensions, parental contact, academics, military enrollment, ASVAB testing, etc.)

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 agreement is fiscally sound because half of the contract is paid for by the military and the other half is paid for by the school system. The district is getting a veteran teacher at half the cost. In addition, the program adds immensely to the overall school's climate and academic success at James Hillhouse High School.

**AGREEMENT
BY AND BETWEEN
THE NEW HAVEN BOARD OF EDUCATION
AND
LISA RODRIGUEZ
FOR
PROFESSIONAL SERVICES**

PART I

This Agreement, consisting of Parts I and II, Exhibit A and Exhibit B, entered into this _____ day of _____, 2019 effective July 1, 2019 by and between the New Haven Board of Education ("Board"), and Lisa Rodriguez, 21 Barrows Street, Stratford, CT 06615 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has determined that it needs the personal services of an Army Instructor to assist the Board in carrying out its duties; and

WHEREAS, the Contractor submitted his/her 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 the 2019 -2020 Operating Budget, Account #190-43362-50135.

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 Glen Worthy, Principal of Hillhouse High School, or such other person, as he/she shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be Lisa Rodriguez, 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.

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; *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. Any work product prepared by the Contractor under this Agreement shall be carried out under the direction of the person specified in Section 102, and shall be subject to review and approval by the Board. In the event the Board disapproves of any work product, the Contractor shall revise such disapproved work and submit the revised work for any additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with the Principal, and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor shall consist of the duties outlined in Attachment A.

SECTION 3: NEGLIGENCE

301. The Board agrees to protect and save harmless the Contractor from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any persons, providing that at the time of the accident resulting in such injury the Contractor was acting in the discharge of his duties within the scope of his contractual employment.

302. Liability for damages resulting from the negligence of Contractor acting in the discharge of his/her duties within the scope of his/her employment, then the Board shall provide Contractor with legal counsel and defend him in any proceeding resulting there from.

SECTION 4: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

401. 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 5: TIME OF PERFORMANCE

501. 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.

502. 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, 2020.

SECTION 6: COMPENSATION

601. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement at the rate of Six Thousand, Eight Hundred Thirty Nine Dollars and Fifty Cents (\$6,839.50) per month. Total compensation advanced by the Board under this contract shall be Eighty Two Thousand Seventy Four Dollars and Zero Cents (\$82,074.00).

602. The United States Army shall provide monthly reimbursements to the Board in the amount of Three Thousand Two Hundred Ninety Four Dollars and Seventy Five Cents (\$3,294.75) per month. Total reimbursement to be provided by the United States Army shall be Thirty Nine Thousand Five Hundred Thirty Seven Dollars and Zero Cents (\$39,537.00).

603. The Board shall, upon notification by the U.S. Army, compensate the contractor with salary adjustments as per the Army's revised Minimum Instructor pay rate. Such adjustments are expected at least twice annually.

604. Compensation provided under this Section 6 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 601.

605. 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. 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 compensation due the Contractor based upon the fee amount set forth in Section 601. 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 cost as the Board deems necessary.

606. 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 independent contractor.

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 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 Board 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: Lisa Rodriguez
21 Barrows St.
Stratford, CT 06615

Board: Dr. Carol D. Birks
Superintendent of Schools
Gateway Center
54 Meadow Street
New Haven, CT 06519

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

WITNESS:

NEW HAVEN BOARD OF EDUCATION

BY: _____
Darnell Goldson, President

WITNESS:

CONTRACTOR

BY: _____
Lisa Rodriguez

ATTACHMENT A

Job Description

(1) **Duties of a JROTC Instructor** - JROTC officers and non-commissioned officers observe the same military courtesies and general roles they did on active duty, but there is no practical distinction between their major duties: a typical unit has only two personnel, and both must be fully capable of meeting all requirements. It is incumbent upon every new instructor to gain full personal proficiency in all JROTC responsibilities as rapidly as possible. Major curricular, extra-curricular and other tasks performed by instructors:

- ❑ Conduct the JROTC program in accordance with applicable law, and Army and Cadet Command regulations and policies.
- ❑ Prepare any annual operational plan. Develop a schedule for the year reflecting school activities and JROTC objectives and activities. Include cadets in the planning. Organize cadets and resources toward objectives.
- ❑ Perform administrative tasks. Maintain student records; provide enrollment and other student reports as specified by Cadet Command; meet school administrative requirements.
- ❑ Carry out logistics tasks. Prepare requisitions. Maintain arms and supply operations in accordance with Army security requirements and other regulations.
- ❑ Recruit new students. Market the JROTC program. Maintain at least the minimum enrollment of 100 cadets or 10% of the school's total student enrollment, whichever is less. Conduct a public relations program in the school and community.
- ❑ Teach JROTC cadets. Achieve the curricular requirements and learning standards of the Program of Instruction. Attain and improve proficiency in all military and other subjects taught. Continuously improve JROTC instruction by staying abreast of new and alternative instructional and motivational techniques. Recommend changes to the curriculum.
- ❑ Counsel students on their academic performance and as members of the Corps of Cadets. Assist interested students in applying for Senior ROTC scholarships and completing service academy applications.
- ❑ Accomplish required school tasks. Participate in staff meetings, school committees and student activities. Perform tasks required of all other teachers in the school.

Job Description

Page 2

- ❑ Plan, organize and conduct extra-curricular activities; color guard marksmanship (optional), drill teams, adventure training, and JROTC social activities, such as an annual ball.
- ❑ Conduct risk assessment for all activities; observe and enforce all Army and school safety guidelines.
- ❑ Develop professional qualifications. Participate in recurring instructor conferences and other professional development opportunities. Meet any continuing education requirements of the state or school district.
- ❑ Prepare the unit for official visits and formal inspections.
- ❑ Coordinate summer camp attendance by cadets, attend camp, and conduct training and other activities as prescribed by the camp commander.
- ❑ Provide an outstanding personal example of professional, social and personal behavior and appearance for cadets, colleagues and the community.
- ❑ Provide an outstanding personal example of professional, social and personal behavior and appearance for cadets, colleagues and the community.
- ❑ Perform other duties assigned.

(2) Physical Duties and Time Required

❑ Curricular Instruction

Conduct Instruction, generally 4-5 hours per day, plus related administrative time. Usually 5 days per week, or as addressed in the instructor contract with the school. Generally, these are the same days and hours as for the other teachers under contract by the school. A teacher's basic pay is compensation for conducting curricular instruction

❑ Extra-Curricular Activities

These activities reinforce classroom instruction and offer cadets the opportunity to enhance their personal skills, discipline, teamwork and self-esteem. They require instruction supervision, participation or instruction, are not part of the academic curriculum, and are conducted in addition to the hours of classroom and administrative duties. The school's pay system determines whether compensation is due, and in what amount, for the conduct of these activities. For Junior ROTC instructors, they are not limited to, but may include:

- Color Guard
- Drill Team
- Marksmanship

(3) The Program of Instruction

- (a) The POI is designed to provide a systematic progression of learning and development during each year of high school. The curriculum for each grade level consists of 180 hours, of which 108 are for required subjects, and the remaining hours are chosen by the instructor from a list of Army approved subjects. Instructors have considerable flexibility in shaping their program to best meet the educational, vocational and other developmental needs of their students.
- (b) The following is a sampling of the subjects offered in four years of JROTC:
 - American citizenship
 - Techniques of Communication
 - Leadership (learning to assume a leadership role)
 - Leadership Labs (demonstrating leadership)
 - Drug Abuse Prevention
 - Map Reading
 - Developing a Career Exploration Strategy
 - First Aid and Hygiene
 - Technology Awareness
 - Command and Staff Procedures (for senior cadet leaders)
- (c) Desired learning outcomes. To aide their success in school and after graduation.

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.

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.



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 #1 to Contract for On Call Fire Alarm Services

Meeting Date: September 10, 2019

cc: John Barbarotta, Luz Perez

For consideration and approval of a Change Order #1 to Contract #21553-2-2 to Encore Holding LLC d/b/a all State Fire Systems, Inc., 110 Murphy Road, Harford, CT for On Call Fire Alarm Service for the NHPS for Fiscal Year 2018-19 for fire panel repairs at Bishop Woods School.

Original Amount of Contract:	\$150,000.00
Change Order #1	12,450.00
Total Amount of Contract	\$162,450.00

Funding Source: Capital Projects
Acct. #3C20-2071-58101

This is a life safety issue and it is time sensitive. The contract is not to exceed \$150,000.00 of which \$99,014.00 is dedicated to mandated fire inspections. The remaining funds of \$50,986.00 are to be used for system wide fire panel repairs for the entire fiscal year. We currently have in excess of \$70,000.00 in needed repairs district wide therefore the change order is necessitated.

CITY OF NEW HAVEN

CONTRACT CHANGE ORDER

CONTRACTOR:	Encor Fire Protection DBA All State Fire Systems Inc.			VENDOR CODE :	47117
Contractor Address	110 Murphy Road Hartford,Ct. 06114				
CONTRACT No.:	21553-2-2	CHANGE ORDER No:	1	Change Order Date	8/26/2019
PROJECT NAME	On Call Fire Alarm Repairs			PROJECT No.:	
CONTRACT START DATE:	July 1,2019				
CONTRACT END DATE: Prior to CO	June 30, 2020				
FUNDING SOURCE OF CONTRACT:	3C20-2071-58101			C A P O No.:	70200031-000
FUNDING SOURCE OF C. O. :	3C20-2071--58101			C A P O No.:	70200031-000
COMPANY HOLDING PERFORMANCE BOND:					
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER		\$150,000.00	ORIGINAL AMOUNT:		\$150,000.00
AMOUNT OF THIS CHANGE ORDER		\$12,450.00	ACTUAL	<input checked="" type="checkbox"/>	ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.		\$162,450.00	INCREASE	<input checked="" type="checkbox"/>	DECREASE

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
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

#21553-2-2

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Change Order #1 Labor and material for repair of the fire panel at Bishop Woods School	\$12,450.00	
This is a life safety issue and time is of the essence.The contract is for a total not to exceed \$150,000.00 . Monthly inspections total \$30,432.00 ,Quarterly Inspections total \$56,582.00 and 5 year Inspections total \$12,000.00 for a grand total of \$99,014.00 set aside for inspections the delta remaining is \$50,986,00 to address fire panel issues district wide for the entire fiscal year. Currently we have approximately \$70,000.00 worth of repairs district wide therefore the change order is needed at this time.		
SUB TOTALS	\$12,450.00	
NET INCREASE / (DECREASE)	\$12,450.00	

- **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.**

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 ?)	.08%			
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 .)				

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

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New Haven Public Schools

MEMORANDUM

Joseph Barbarotta
Executive Director
Facilities Services



NEW HAVEN PUBLIC SCHOOLS

375 Quinipiac Ave.
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
PO under City's Agreement for Custodial Equipment Repair

Meeting Date: September 3, 2019

cc: J. Barbarotta, L. Perez

For consideration and approval of a Purchase Order under City's Master Agreement and RFP #2019-06-1224 for "Green Cleaning Supplies and Services for City Facilities" for FY 2019-20 to Hillyard, Inc. d/b/a ROVIC, 146 Sheldon Road, Manchester, CT for Custodial Equipment Repair for the NHPS for FY 2019-20.

Amount of Contract: Not to exceed \$75,000.

Funding Source: Capital Projects
Acct. #3C16-1691-58101 (\$1,169.79)
Acct. #3C18-1890-58101 (\$44,838.20)
Acct. #3C19-1983-58101 (\$28,992.01)

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals.
This service is to maintain and repair custodial equipment throughout the district. Regular maintenance and repair extends the life cycle of the equipment resulting in less deferred maintenance and less capital replacement of the equipment.
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.
This contractor is certified to perform the necessary warranted repairs on Rovic equipment. All repairs are tracked through the work order system in order to assure repairs are performed correctly. This contract provides essential energy efficient equipment that our custodial staff utilizes in order to maintain a cleaning rate of approximately 30,000 square feet per employee per shift.
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 and Board of Education Green Cleaning and equipment repair contract. It is essential as it meets the requirements of the unfunded State of CT Green Cleaning Mandate. The city performed the RFP process to select this vendor as they are able to supply the necessary Green Cleaning Products required to meet the mandate.

New Haven Public Schools

MEMORANDUM

Joseph Barbarotta
Executive Director
Facilities Services



NEW HAVEN PUBLIC SCHOOLS

375 Quinipiac Ave.
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
PO under City's Agreement for Custodial Supplies
Meeting Date: September 3, 2019
cc: J. Barbarotta, L. Perez

For consideration and approval of a Purchase Order under City's Master Agreement and RFP #2019-06-1224 for "Green Cleaning Supplies and Services for City Facilities" to Hillyard, Inc. d/b/a ROVIC, 146 Sheldon Road, Manchester, CT for Custodial Supplies for the NHPS for FY 2019-20

Amount of Contract: Not to exceed \$450,000.

Funding Source: 2019-2020 Operating Budget
Acct. #190-47400-55571

Key Questions:

- 1. Please describe how this service is strategically aligned with school or District goals.**
The service is to supply Green Cleaning supplies and products.
- 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 measured by the condition of the schools throughout the district. The products supplied meet the Green cleaning unfunded mandate and the results are inspected regularly.
- 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 contract. The contract pricing has increased 7.5% over the last contract. The main driver of the increase is cost of materials. The Contractor has provided a Green Cleaning program and the products have proven to be of the highest quality as required by the district to provide the cleanest possible environments for the students, staff and general public. This contractor has a very good track record for responding to all of the requirements of the contract they have provided excellent service and been extremely cooperative training our staff to national standards.

**AGREEMENT
BY AND BETWEEN
CITY OF NEW HAVEN
AND
HILLYARD, INC
REGARDING
"GREEN" CLEANING FOR CITY FACILITIES
A19-0848**

**EXECUTED
ORIGINAL**

PART I

15th This Agreement, consisting of Parts I and II, Exhibit A and Rider A, entered this day of Aug 2019, effective the 1st day of July 2019, by and between the City of New Haven (hereinafter referred to as the "City"), and Hillyard, Inc., with offices at 127 Park Avenue, East Hartford, CT 06108 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the City has heretofore determined that it needs the services of a professional "green" cleaning consultant to assist with the ongoing implementation of an environmentally friendly cleaning program for various City facilities, including the supply of certified "green" cleaning products as may be needed by various City departments from time to time;

WHEREAS, the Contractor has heretofore submitted its qualifications in response to RFP 2019-06-1224 (the "RFP"), which is incorporated by reference herein; and

WHEREAS, the City selected the Contractor and the Contractor agreed to perform the services for the terms and conditions set forth in the RFP and herein; and

WHEREAS, funds for this Agreement are available from various departmental accounts, pursuant to Contract/Agreement Purchase Orders (CAPOs) that shall be issued for various departments from time to time.

NOW, THEREFORE, in consideration of the mutual rights and duties arising out of this Agreement, the City and the Contractor hereby agree as follows

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

SECTION 1: ENGAGEMENT

101. The City 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 City shall be Michael Fumiatti, Purchasing Agent, or such other person as he shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be its President, or such other qualified person as is designated in writing by the Contractor and accepted by the City.

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

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall provide to the City the services of a professional "green" cleaning consultant to assist with the ongoing implementation of an environmentally friendly cleaning program for various City facilities, including the supply of certified "green" cleaning products as may be needed by various City departments from time to time in accordance with Exhibit A, which is attached hereto and made a part hereof as though fully set forth herein (the "Services"). In the event that any provision of said Exhibit A conflicts with Part I or Part II of this Agreement, Part I or Part II shall be controlling.

The Contractor shall perform the Services set forth under this Agreement in a satisfactory manner, as reasonably determined by the City. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the City; 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 City for review. Said drawings, reports and documents shall be the exclusive property of the City of New Haven. The City will review and, as applicable, respond to materials submitted by the Contractor within a reasonable time frame. In the event the City 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 City and shall meet, as appropriate, with other City 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 City may provide the Contractor with such 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 available to the City, as may be requested by the Contractor, for the purposes of carrying out Services under this Agreement.

302. The Contractor may use the information supplied under Section 301 only in conjunction with the Services to be performed pursuant to this Agreement.

SECTION 4: TIME OF PERFORMANCE AND TERMINATION

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 City.

402. This Agreement shall remain in effect until the Services required hereunder are completed to the satisfaction of the City, unless otherwise terminated by the parties hereto, but in any event, shall terminate on June 30, 2020.

403. Termination of Agreement for Cause. If, through any cause not the fault of the City, 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 City 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 City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

404. Termination for Convenience of the City. Notwithstanding any other provision in this Agreement, the City 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 City 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 City shall compensate the Contractor for satisfactory performance of the Services required under Section 2 of this Agreement through the purchase of products from time to time pursuant to purchase orders that may be issued as needs dictate in

accordance with the schedule of prices set forth in Exhibit A. The total amount of goods and services purchased pursuant hereto shall be based on the budgeted needs of the various departments, including the New Haven Board of Education, but shall in no event exceed Eight Hundred Thousand Dollars (\$800,000.00).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; 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 City.

503. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. Each requisition shall be in a form acceptable to the City and shall set forth the Services performed, and the items purchased as set forth in Exhibit A. The City 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 City 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 City is that of an independent contractor.

SECTION 6: INSURANCE

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

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

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable

laws, rules, ordinances, regulations and codes of the State of Connecticut and the City of New Haven. In addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

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 City.

704. The City 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 City 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 City 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, and the singular to the plural, and vice versa.

710. Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

711. 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 City 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: President
Hillyard, Inc.
146 Sheldon Road
Manchester, CT 06042

City: Michael Fumiatti, Purchasing Agent
City of New Haven
200 Orange St
New Haven, CT 06510

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

WITNESS:

Alexis Reakins

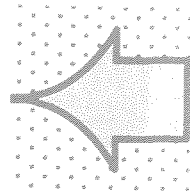
BY:

CITY OF NEW HAVEN

Toni N. Harp

Toni N. Harp
Mayor

Gabriel McLean



Approved as to Form and
Correctness

Kathleen M. Foster

Kathleen M. Foster
Senior Assistant Corporation Counsel

WITNESS:

HILLYARD, INC.

Mary Ellen Claffey

BY:

[Signature]
President

Kimberly Walter



ATTACHMENT A - Green Cleaning Products RFP# 2019-06-1224

New Haven City/Board of Education

Material	Description	UOM	Price	Ytd Units	
AKIN903PF	GLOVE NITRILE GEN PUR PWDRFREE LRG BL	BOX	\$5.31	800	*No Longer
IMP7312B	RESPIRATOR DISPOSABLE DUST AND MIST 20BX	BOX	\$14.86	24	
ATT1627200	SHOVEL SNOW ARTIC BLAST COMBO 18IN 6CS	EA	\$18.80	37	
BSLBG1451T	VACUUM UPRIGHT 13IN ON BOARD TOOLS	EA	\$120.00	54	
CSM3686500	BROOM ANGLE 48 IN FLAGGED DUO SWEEP 12CS	EA	\$11.90	12	
GEO19510	TISSUE CENTRPLL SOFPULL 2PLY 1000SHT 6CS	CS	\$33.26	6005	
GEO26480	TOWEL HRDWD SOFPULL BROWN 6 1000CS	CS	\$50.05	2831	
HAK130118	SCREEN	EA	\$25.86	3	
HAK452008	GASKET DOME AMBASSADOR	EA	\$9.19	3	
HAK452015	SPRAYJET 110003 TP	EA	\$9.79	9	
HIL00090	ZIZ-O PASTE CLEANER 1 LB TUB 24CS	EA	\$6.56	48	
HIL0010506	SUPROX RESTROOM CLEANER WITH INSERT	GAL	\$21.63	40	
HIL0015306	ASSURANCE	GAL	\$13.83	4	
HIL0018306	DEFOAMER II	GAL	\$19.00	60	
HIL0028072	1907 GYM FINISH	PL	\$324.69	134	
HIL0028872	BASECOAT II	PL	\$297.42	140	
HIL0029106	PROTECTIVE COATING	GAL	\$25.03	4	
HIL0029635	RECON WOOD FLR RESTORER 1.5 GAL EA-1/CS	EA	\$122.68	6	
HIL0039006	GREEN SELECT FOAMING HAND SOAP	GAL	\$10.14	1728	
HIL0045206	PRE-GAME	GAL	\$14.28	114	
HIL0047006	LIQUID ENZYME II	GAL	\$12.56	80	
HIL0048706	I FORCE SM 1 DEGREASER	GAL	\$22.02	1	
HIL0053904	RESTORER	QT	\$7.61	120	
HIL0055107	EP-22	PL	\$89.04	1020	
HIL0070322	CC NON-ACID REST DISINF/CLNR 1/2 GAL	EA	\$15.36	62	
HIL0070422	CC SUPROX 1/2 GAL	EA	\$10.89	2	
HIL0081025	ARSENAL 1 TOP CLEAN	EA	\$24.36	1120	
HIL0081625	ARSENAL 1 RE-JUV-NAL	EA	\$13.29	280	
HIL0083925	ARSENAL 1 SUPROX-FLOOR & GLASS CLEANER	EA	\$18.14	1460	
HIL0091406	HD EXTRACTION	GAL	\$18.22	20	
HIL0096407	GREEN SELECT STRIPPER	PL	\$80.52	950	
HIL0113355	AEROSOL FOAMING BASEBOARD STRIPPER 19 OZ	EA	\$3.28	840	
HIL0113455	AERO WATER BASED SS CLNR & POLISH 16OZ	EA	\$4.93	300	
HIL0113555	AEROSOL HIL TREAT DUST MOP TREMT 14OZ	EA	\$4.82	120	
HIL15029	SUPERSORB SPILL PICKUP LEMON 6BX 4CS	EA	\$8.62	60	
HIL20034	DUSTER SHORT MF FLEX BL W12IN RMVB HDL	EA	\$12.49	4	
HIL22297	DISP FOAM SOAP BULK 1000ML BLACK	EA	\$5.75	600	
HIL24009	MOP FINISH PREMIUM WB LARGE BLUE WHITE	EA	\$13.14	48	
HIL29956	PAD HAND MED DUTY 96 GREEN 10 PAC	PAC	\$3.42	120	
HIL30412	GLOVE NITRILE PWDR FREE LARGE 100 BOX	PAC	\$4.70	2602	
HIL30740	C3XP PUMP REPLACEMENT ASSEMBLY	EA	\$197.76	1	
HIL30741	C3XP CHEMICAL MIX ASSEMBLY	EA	\$141.66	1	

New Haven City/Board of Education

Material	Description	UOM	Price	Ytd Units
HIL30762	FRT CASTERS W PERFORMA WHEEL AND BRAKE	EA	\$20.67	2
HIL30763	C3XP AND MULTIFLO XP CHARGER	EA	\$59.31	2
HIL30772	HAIRPIN CLIP LOCK BAR	EA	\$0.40	1
HIL30780	C3 AND C3XP REPLACEMENT SPRAY GUN	EA	\$70.59	1
HIL30835	VELCRO STRAP 1X24IN FOR C3, C3XP	EA	\$3.07	1
HIL30844	CAP ASSY FOR C2 C3 AND C3XP	EA	\$8.27	6
HIL30907	BATTERY 12 VOLT 18 AMP DEEP CYCLE FOR C3	EA	\$64.29	2
HIL31616	LABEL RTU ARS 816 RE-JUV-NAL DISINFECTAN	EA	\$0.00	125
HIL31839	LABEL RTU ARS 1 839 SUPROX GLASS FLR CLR	EA	\$0.00	250
HIL42020	PAD 20IN POLISH WHITE 5CS	EA	\$3.84	150
HIL42213	PAD 13 IN BUFF RED 5CS	EA	\$2.06	175
HIL42214	PAD 14 IN BUFF RED 5CS	EA	\$3.35	150
HIL42220	PAD 20 IN BUFF RED 5CS	EA	\$4.10	75
HIL42313	PAD 13 IN CLEANER BLUE 5CS	EA	\$2.74	50
HIL42314	PAD 14 IN CLEANER BLUE 5CS	EA	\$2.21	50
HIL42320	PAD 20 IN CLEANER BLUE 5CS	EA	\$4.10	100
HIL42713	PAD 13 IN STRIP BLACK 5CS	EA	\$1.93	100
HIL42714	PAD 14 IN STRIP BLACK 5CS	EA	\$2.21	50
HIL45120	PAD 20 IN BURNISH LIGHT BLUE 5CS	EA	\$5.32	100
HIL46020	PAD 20 IN PLUS UHS BURNISH NATURAL 5CS	EA	\$5.32	1
HIL50041	PAD FLOOR COATER REFILL 18IN T BAR	EA	\$9.41	192
HIL50113	PAD 30IN COMPL FOR HIL50109 MULTI FLO XP	EA	\$16.80	98
HIL99236	C3 RECOVERY VAC HEAD REPL KIT	EA	\$95.71	1
IMP2602	LOBBY DUST PAN WITH L GRIP HANDLE	EA	\$11.17	12
IMP3105	DUSTER LAMBSWOOL TELESCOPIC	EA	\$7.84	144
IMP3600	MOP BOWL CONE 13"L X 5 1/2"D WHITE	EA	\$1.76	200
IMP5032WG	BOTTLE PLASTIC 32 OZ GRADUATION	EA	\$0.75	488
IMP6120	TRIGGER SPRYR HIGH OUTPUT 10IN BLWH 50C	EA	\$1.61	500
IMP7312B	RESPIRATOR DISPOSABLE DUST AND MIST 20BX	BOX	\$14.86	24
JDVWIWAX	TASKI WI WAX GAL	GAL	\$34.80	8
LHV24338N	LINER 12-16GAL 24X33 NAT 1000/CS VERDE	CS	\$19.30	630
LHV404816N	LINER 40-45GAL 40X48 NAT 250/CS VERDE	CS	\$26.87	2940
MIN61500035920	PAD 20 IN STRIPPER BLACK 5 CS	EA	\$9.82	10
MIN70070502094	PAD 20 IN NATURAL BLEND TAN 5 CS	EA	\$9.56	125
MIN70070917375	PAD 20 IN ERASER BURNISH 5CS	EA	\$10.98	75
MIN70071159324	PAD 20 IN SURFACE PREPARATION SPP 10 CS	EA	\$11.34	464
PTM100331	BAG MICRO FILTER 10 QT SIZE PAPER 10PK	EA	\$12.48	40
PVC8404241	ICE MELT BLUE 50LB BOX	EA	\$14.74	384
RUB2614GY	BUCKET MOP BRUTE 14 QT GRAY 6CS	EA	\$16.54	12
RUB2640BK	DOLLY BRUTE BLACK 2CS	EA	\$44.68	12
RUB264560GY	LID GRAY FOR 44 GAL BRUTE 4 CS	EA	\$20.35	40
RUB611277YW	SIGN CAUTION WET FLOOR 2 SIDED 6CS	EA	\$11.74	12
RUB6374BK	BROOM LOBBY POLYPROYLENE FILL 6CS	EA	\$8.78	36
RUB757588YW	WRINGER DOWNPRESS 35QT FOR WAVEBRAKE	EA	\$98.56	6
TNT9009619	HYDROLINK BATTERY WATERING KIT 24V	EA	\$350.07	2

New Haven City/Board of Education

Material	Description	UOM	Price	Ytd Units
TNTECH2ONCT500	NANO CLEAN ECH2O FOR T500	EA	\$1,825.69	2
UNGMW550	WATER WAND STANDARD 22 IN 10 CS	EA	\$10.37	20
UNGNCAN0	CONE ERGOTEC LOCKING 5 CS	EA	\$6.44	5
UNGNE300	S CHANNEL 12IN WITH RUBBER 10 CS	EA	\$6.37	30
UNGNN900	NIFTY NABBER 36 IN 10 CS	EA	\$28.93	20
UNGFXD7G	STARDUSTER PROFLEX 75 TOOL 10CS	EA	\$23.24	4
UNGSH00C	ERGO TEC SCRAPER 4 IN 10 CS	EA	\$13.72	40
WLM07006	WATER DISTILLED GL	GAL	\$3.00	120

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 Apprenticeship 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.

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

**RIDER A - Agreement for Professional and/or Technical Services,
Commodities and Construction under \$100,000 (non-Architect)**

INDEMNIFICATION

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

INSURANCE

A. Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor's operations under this Agreement and for which Contractor may be legally liable, whether such operations be by the Contractor, a subcontractor or a sub-tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

B. The following Commercial General Liability coverage is particularly required:

- (1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
- (2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
- (3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
- (4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)
- (5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)

C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

- | | |
|------------------|--|
| 1. Bodily Injury | One Million Dollars (\$1,000,000) Each
Person |
|------------------|--|

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

One Million Dollars (\$1,000,000) Each
Accident

2. Property Damage One Million Dollars (\$1,000,000) Each
Accident

D. The Contractors must carry Workers' Compensation insurance as follows:

Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

Other States Endorsement

Voluntary Compensation (included if exposure exists)

United States Longshoreman's & Harbor Worker's Act (included if exposure exists)

Jones Act (included if exposure exists)

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation, non-renewal

E. The Contractor shall carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract/One Million Dollars and No Cents (\$1,000,000) aggregate.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

"claims-made" liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City's Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker's Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers' Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Memorandum

To: NHPS Finance and Operations Committee
From: Tom Smith
Re: Approval of Purchase Order
Total Communications
Strong/Barack H. Obama Magnet University School
Meeting Date: September 3, 2019

Executive Summary:

Approval is requested for a the following **Purchase Orders** for **Total Communications** of 333 Burnham St, Eat Hartford, CT 06108 for phone, LAN/WAN, Wireless Network for Strong/Barack H. Obama Magnet University School.

Amount of Purchase Order and Daily, Hourly, or Per Session Cost:

\$174,084.90

Funding Source:

3078 17GG 58001

Key Questions:

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

School Construction Project

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?

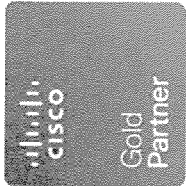
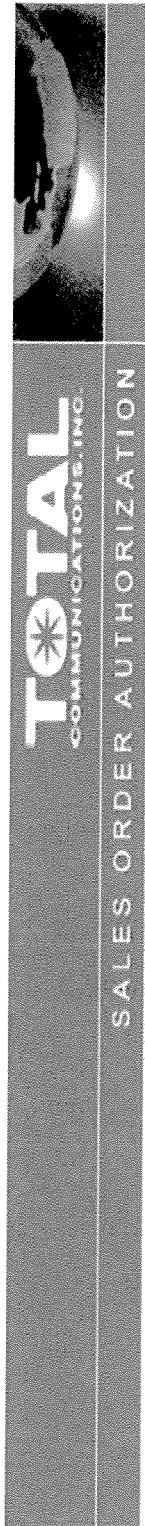
N/A

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.

State Contract #18PSX0202

Fiscal Year 2019-2020		Quarter _____		Agency Leave Blank																																																																																																																											
PURCHASE REQUISITION																																																																																																																															
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Board of Education	Agency New Haven Public Schools	Date Prepared 8/27/2019	Funding/Agency 1000/900 3078-17GG	Program	Location	Object																																																																																																																									
Important: Use separate items involving more than one classification of each form and canary copies to business office.	Organization: School Construction Program	Reg. No.	190																																																																																																																												
each commodity class. If items involving more than one classification of each form and canary copies to business office.	Delivery Point: 69 Farnham Ave New Haven, CT	Requested By: Tom Smith		Approved by: (Agcy Head of Auth. Agent)																																																																																																																											
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Edited By: ***All Space Below this line reserved for purchase Approved for purchase by:



4/29/2019 STRONG SCHOOL NEW HAVEN PUBLIC SCHOOLS CONSTRUCTION

SALES ORDER AUTHORIZATION

Chris Garlock
Total Communications
860-622-4132

STATE OF CT CONTRACT NO: 18PSX0202

#	Part Number	Part Description	Unit List Price	Quantity	Extended List Price	ST of CT Contract Discount	Unit Discounted Price	Extended Discounted Price
CISCO UC VOICE-CORE ROUTER:								
1.0	ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVD4M-32, UC License, CUBEE10	5835.50	1	5,835.50	48%	3,034.46	3,034.46
1.0.1	CON-SNTE-ISR4331V	SNTE-8X5X4 Cisco ISR 4331 UC Bundle, PVD4M-32, 1 YEAR CONTRACT	945.52	1	945.52	21%	746.96	746.96
1.1	SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	Inc	1	Inc		Inc	Inc
1.2	SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	Inc	1	Inc		Inc	Inc
1.3	PWR-4330-AC	AC Power Supply for Cisco ISR 4330	Inc	1	Inc		Inc	Inc
1.4	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Inc	1	Inc		Inc	Inc
1.5	PVD4M-32	32-channel DSP module	Inc	1	Inc		Inc	Inc
1.6	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	Inc	1	Inc		Inc	Inc
1.7	MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	Inc	1	Inc		Inc	Inc
1.8	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	Inc	1	Inc		Inc	Inc
1.9	FL-CUBEE-5	CUBE License- 5 sessions	Inc	2	Inc		Inc	Inc
1.9.0.1	CON-ECMU-FL5CUBEE	SWSS UPGRADES Unified Border Element Enterprise License	Inc	2	Inc		Inc	Inc
1.10	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	Inc	1	Inc		Inc	Inc
1.11	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1400.00	1	1,400.00	48%	728.00	728.00
1.13	SISR4300UK9-169	Cisco ISR 4300 Series IOS XE Universal	Inc	1	Inc		Inc	Inc
SRST:								
1.12	SRST-EP	Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart)	30.00	75	2,250.00	48%	1,170.00	1,170.00
1.12.0.1	CON-ECMU-SRSTGTEP	SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License	4.00	75	300.00	21%	237.00	237.00
UC VOICE LICENSES:								
2.0	R-UCL-UCM-LIC-K9	Top Level SKU For 9x10x User License - eDelivery	Inc	1	Inc		Inc	Inc
2.0.1	CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9.	Inc	1	Inc		Inc	Inc
2.1	LIC-CUCM-10X-ENH-A	UC Manager-10x Enhanced Single User License	210.00	75	15,750.00	48%	8,190.00	8,190.00
2.1.0.1	CON-ECMU-LIC0ENHA	SWSS UPGRADES UC Manager-10x Enhanced Single User-Und	37.00	75	2,775.00	21%	2,192.25	2,192.25
2.2	CUCM-VERS-10 X	CUCM Software Version 10 X	Inc	1	Inc		Inc	Inc
2.3	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	Inc	2	Inc		Inc	Inc
2.4	LIC-CUCM-10X-ENH	UC Manager Enhanced 10 x License	Inc	75	Inc		Inc	Inc
2.5	LIC-EXP-SERIES	Enable Expressway Series Feature Set	Inc	4	Inc		Inc	Inc
2.6	LIC-EXP-TURN	Enable TURN Relay Option	Inc	2	Inc		Inc	Inc
2.7	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	Inc	2	Inc		Inc	Inc
2.8	LIC-EXP-E	Enable Expressway-E Feature Set	Inc	2	Inc		Inc	Inc
2.9	LIC-EXP-AN	Enable Advanced Networking Option	Inc	2	Inc		Inc	Inc
2.10	LIC-EXP-GW	Enable GW Feature (H323-SIP)	Inc	4	Inc		Inc	Inc
2.11	SW-EXP-8 X-K9	Software Image for Expressway with Encryption, Version X8	Inc	1	Inc		Inc	Inc
2.12	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	Inc	1	Inc		Inc	Inc
2.13	PC-10X-STANDARD-K9	Prime Collaboration Standard 10 x	Inc	1	Inc		Inc	Inc

STATE OF CT CONTRACT NO: 18PSX0202

Chris Garlock
Total Communications
860-622-4132

CISCO CORE SWITCH: All Switches include appropriate patch/network cables

Item	QTY	UNIT PRICE	TOTAL PRICE	TAX	TOTAL
WS-C3850-12XS-E	9.0	18,940.00	170,460.00	48%	9,848.80
CON-SNT-MSC3851E	9.0	1,089.98	9,809.82	21%	861.08
PWR-C1-350WAC/2	9.1	650.00	5,915.00	48%	338.00
C3850-NM-4-10G	9.2	4,080.00	37,536.00	48%	2,121.60
CAB-TA-NA	9.3	0.00	0.00		Inc.
STACK-T1-50CM	9.4	100.00	900.00	48%	52.00
CAB-SPWR-30CM	9.5	95.00	855.00	48%	49.40
PWR-C1-350WAC	9.6	0.00	0.00		Inc.
C3850-12-S-E	9.7	0.00	0.00		Inc.
S3850UK9-169	9.8	0.00	0.00		Inc.
C3850-DNA-9601T	9.9	0.00	0.00		Inc.
C3850-DNA-9601T	9.9	0.00	0.00		Inc.

CISCO EDGE SWITCHES: All Switches include appropriate patch/network cables

Part Number	Description	Quantity	Unit Price	Total Price	Tax	Net Price
10.0	WS-C2960X-48FPD-L	16	8310.00	132,960.00	48%	4,321.20
10.0	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base-Includes Patch Cords for all ports	16	8310.00	132,960.00	48%	4,321.20
10.0	CON-SNT-W3C296XL	16	523.86	8,381.76	21%	6,621.59
10.1	CAB-16AWG-AC	16	0.00	0.00		Inc.
10.2	C2960X-STACK	16	1195.00	19,120.00	48%	621.40
10.3	CAB-STK-E-0.5M	16	0.00	0.00		Inc.
11.0	GLC-TE=	1	450.00	450.00	48%	234.00
12.0	SFP-10G-LRM=	8	1100.00	8,800.00	48%	572.00
	10GBASE-LRM SFP Module					4,576.00
	1000BASE-T SFP transceiver module for Category 5 copper wire					234.00
	Cisco FlexStack 50cm stacking cable					621.40
	Catalyst 2960-X FlexStack Plus Stacking Module					19,120.00
	AC Power cord, 16AWG					0.00
	SNTC-8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 1 YEAR CONTRACT					8,381.76

SUBTOTAL SWITCHING LAN/WAN: 103,784.07

1 YEAR WARRANTY AND SERVICE CONTRACT COVERAGE ON ALL PARTS AND LABOR 8AM-5PM MONDAY-FRIDAY UNLESS SPECIFIED

Project Management:	2,290.00
Install:	10,080.00
Training:	250.00

SUBTOTAL PM. INSTALL TRAINING	12,620.00
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SUBTOTAL SWITCHING LAN/WAN INCLUDING PM. INSTALL. TRAINING 116,404.07

CISCO MERAKI WIRELESS:

Item	Quantity	Unit Price	Total Price
Meraki MR33 Cloud Managed AP (Quantity 50 provided via ERATE Program)	50	6.49	324.50
Meraki MR53 Cloud Managed AP	6	169.00	1,014.00
Meraki MR74 Cloud Managed AP-OUTDOOR USE-ANTENNAS REQ	8	1,399.00	11,192.00
Meraki Dual-Band Omni Antennas(2-a pair are included in the p/n <u>2-8air_per</u> AP required for a total of 4 antennas per AP	16	199.00	3,184.00
MA-ANT-20	16		103.48
Subtotal			16,615.98
Tax			883.48
Total			17,500.00

17.0	LIC-ENT-1YR	Meraki MR Enterprise License, 1YR for MR53 and MR74 (Quantity 50 provided for MR33 via ERATE Program)	150.00	14	8,100.00	48%	78.00	1,092.00
1 YEAR WARRANTY AND SERVICE CONTRACT COVERAGE ON ALL PARTS AND LABOR 8AM-5PM MONDAY-FRIDAY UNLESS SPECIFIED								
SUBTOTAL CISCO MERAKI WIRELESS:								
Project Management:								1,500.00
Install:								7,540.00
Training:								INC
SUBTOTAL PM, INSTALL, TRAINING								9,040.00
SUBTOTAL WIRELESS INCLUDING PM, INSTALL, TRAINING								22,908.40

MERAKI WIRELESS OPTIONAL ENTERPRISE LICENSE AGREEMENTS:

Quantity 50 LIC-ENT-5YR Provided for MR33 via ERATE Program

16.0	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	300.00	14	16,200.00	48%	156.00	2,184.00
17.0	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR NHPS STANDARD LICENSE	450.00	14	24,300.00	48%	234.00	3,276.00

NEW HAVEN PUBLIC SCHOOLS BUYS 5 YEAR LICENSES AS A STANDARD

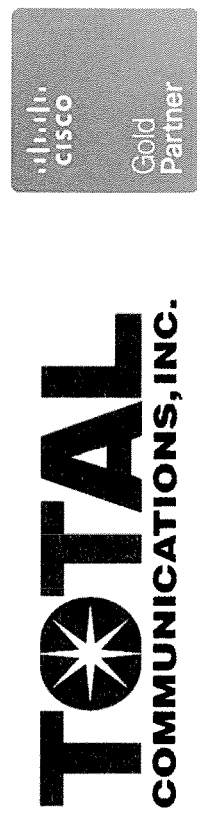
COSTS FOR UC VOICE, LAN/WAN NETWORK, WIRELESS BREAKDOWN

SUBTOTAL UC VOICE:								29,344.44
SUBTOTAL LAN/WAN NETWORK:								103,784.07
SUBTOTAL MERAKI WIRELESS:								13,868.40
SUBTOTAL ALL PRODUCTS:								146,996.92
Subtotal Project Management:								5,040.00
Subtotal Install:								21,297.98
Subtotal Training:								750.00
SUBTOTAL ALL PM, INSTALL, TRAINING								27,087.98
TOTAL UC VOICE, SWITCHING LAN/WAN, WIRELESS INCLUDING PM, INSTALL, TRAINING								174,084.90

State of CT Contract No: 18PSX0202

Chris Garlock
Major Account Executive
860-622-4132
chrisgarlock@totalcomm.com

Total Communications
333 Burnham St.
East Hartford, CT 06108



ALL LICENSES, CONTRACTS, SWSS AGREEMENTS ARE 1 YEAR AND WILL BE ADDED TO THE NEW HAVEN PUBLIC SCHOOLS LICENSE/CONTRACT AGREEMENT WITH TOTAL COMMUNICATIONS