



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, September 16, 2019

4:30 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Ms. Yesenia Rivera

Action Items

A. INFORMATION ONLY

1. The Superintendent approved an Agreement by and between the New Haven Board of Education and Great Schools Partnership, to provide professional development, coaching and leadership development to staff at HSC, from September 24, 2019 to November 15, 2019, in an amount not to exceed \$12,100.00.
Funding Source: Magnet School Assistance - HSC Program
Acct. # 2517-6262-56694-0066
(Pages #5-16)

B. ABSTRACTS

1. To approve the Abstract, Oral Health Grant, in the amount of \$36,000.00 for FY 2019-2020.
Funding Source: CT Department of Public Health
Presenter: Ms. Sue Peters
(Pages #17-22)
2. To approve the Abstract, School Improvement Grant, (SIG 1003), in the amount of \$113,949.00 for FY 2019-2020.
Funding Source: CT Department of Education
Presenter: Mr. David Diah
(Pages #23-29)
3. To approve the Abstract, Commissioner’s Network Grant, Wexler-Grant School, in the amount of \$780,000.00 for FY 2019-2020.
Funding Source: CT Department of Education
Presenter: Mr. David Diah
(Pages #30-43)

C. AGREEMENTS

1. To approve an Agreement by and between the New Haven Board of Education and CT Department of Public Health, to provide a grant for provision of preventive dental health services in 6 school dental health clinics, from September 17, 2019 to August 31, 2020, in an amount not to \$36,000.00.
Funding Source: Oral Health Program
Acct. #2512-900-6239
Presenter: Ms. Sue Peters
(Pages #44-88)

2. To approve an Agreement by and between the New Haven Board of Education and Center for Pediatric Therapy, to provide speech-language services to communicatively impaired students, from August 29, 2019 to June 30, 2020, in an amount not to exceed \$96,190.64.
Funding Source: 2019-2020 Operating Budget
Acct. #190-5034-56903
Presenter: Ms. Typhanie Jackson
(Pages #89-95)

3. To approve an Agreement by and between the New Haven Board of Education and Seymour Ambulance Association, to provide a certified EMT/EMR/CPR instructor to prepare 63 students from Hill Regional Career High School for State certification exams, from September 24, 2019 to June 30, 2020, in an amount not to exceed \$40,000.00.
Funding Source: Interdistrict Magnet – Hill Regional - Program
Acct. #270-433-63-56694
Presenter: Dr. Zakia Parrish
(Pages #96-106)

4. To approve an Agreement by and between the New Haven Board of Education and Area Cooperative Educational Services, (ACES), to provide technical assistance and support to server and web based technology, Achieve 3000, Lexia, READ 180, System 44, and Reading and Math Inventory, from September 3, 2019 to June 30, 2020, in an amount not to exceed \$68,010.00.
Funding Source: Priority Schools Program
Acct. #2579-5319-56694-0000
Presenter: Ms. Lynn Brantley
(Pages #107-112)

5. To approve an Agreement by and between the New Haven Board of Education and ConnCAT, to provide Youth Arts programming in embedded day and after school programs for student at Wexler-Grant School, from September 24, 2019 to June 19, 2020, in an amount not to exceed \$78,822.
Funding Source: Commissioner’s Network – Wexler Grant – Program
Acct. #2547-6293-56697-0032
Presenter: Mr. David Diah
(Pages #113-138)

6. To approve an Agreement by and between the New Haven Board of Education and Kids Kraze, to provide an after school program for students at Wexler-Grant School, from October 7, 2019 to June 5, 2020, in an amount not to exceed \$80,782.00.
Funding Source: Commissioner’s Network - Wexler Grant Program
Acct. # 2547-6293-56697-0032
Presenter: Mr. David Diah
(Pages #139-152)

7. 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, 2019 to June 30, 2020, in an amount not to exceed \$104,577.60.20. Total reimbursement to be provided by the Army shall be \$50,788.80.
Funding Source: 2019-2020 Operating Budget
Acct. #190-43362-56694

Presenter: Mr. Glen Worthy
(Pages #153-163)

8. 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, 2019 to June 30, 2020, in an amount not to exceed \$82,074. Total reimbursement to be provided by the Army shall be \$39,537.

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

Presenter: Mr. Glen Worthy
(Pages #164-174)

D. PURCHASE ORDERS

1. To approve a Purchase Order under State Contract #17PSX0217 to The Mercury Group, 300 Avon Street, Stratford, CT for the purchase of APC equipment for Strong/Barack H. Obama Magnet University School, in an amount not to exceed \$44,555.

Funding Source: Capital Projects #3078-17GG-58001

Presenter: Mr. Tom Smith
(Pages #175-179)

2. To approve a Purchase Order under State Contract #13PSX0280 to Advanced Office Systems, 296 East Main Street, Branford, CT for the purchase of PCs and Laptops for Strong/Barack H. Obama Magnet University School, in an amount not to exceed \$69,531.

Funding Source: Capital Projects #3078-17GG-58001

Presenter: Mr. Tom Smith
(Pages #180-188)

3. To approve a Purchase Order under State Contract #13PSX0280 to Digital Back Office, 192 Naugatuck Ave., Milford, CT for the purchase of HP Chromebooks and Datamation Charging Carts for Strong/Barack H. Obama Magnet University School, in an amount not to exceed \$58,090.92.

Funding Source: Capital Projects #3078-17GG-58001

Presenter: Mr. Tom Smith
(Pages #189-198)

4. To approve a Purchase Order under City Sole Source #28011x to Apple, Inc., 5505 W. Palmer Lane, Austin, TX for the purchase of iPads mini and charging carts for Strong/Barack Obama Magnet University School, in an amount not to exceed \$63,559.80

Funding Source: Capital Projects #3078-17GG-58001

Presenter: Mr. Tom Smith
(Pages #199-203)

Memorandum

To: NHPS Finance and Operations Committee
From: Matthew Brown, Principal, High School in the Community
Re: Magnet School Grant Contract with Great Schools Partnership
Meeting Date: September 16, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and Great Schools Partnership, Inc. (GSP) to provide professional development to staff at High School in the Community (HSC) in alignment with the submitted and approved Federal Magnet School Grant. This professional development will enable HSC teachers to implement personalized and project based learning to raise student achievement and enable HSC to attract students from surrounding communities to stay in compliance with state magnet school requirements.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$12,100.00 (\$1,210/day)

Funding Source: Magnet School Assistance Program 2517-6262-56694-0066

Key Questions:

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

High School in the Community has made great strides in the past 4 years by dramatically improving its graduation rate, lowering its chronic absenteeism rate, increasing SAT scores, increasing applications from both New Haven and suburban families and significantly increasing the percentage of students who move successfully from grades 9 to 10. All of these are strategic priorities for the District and align with the Connecticut State Department of Education Performance Indicators for High Schools. While the work and systems the school has built to continue this improvement are continuing and sustaining, there remain areas that need attention and support. Two of these areas that align with the NHPS District Priorities and are written into HSC's School Improvement Plan are also part of the Magnet Schools Assistance Grant and are the focus of this service.

One of those is ensuring that HSC's leadership, public service and social justice theme are successfully enacted in daily classroom practice through project based and personalized learning. Such work ensures the school will become an even stronger school of choice for New Haven Public School families, leading to increased and more diverse enrollment. We have made progress in this area – **in the school year 2019-2020 we saw increases of 20% in our enrollment and magnet applications.**

Two is our dramatic increase in graduation rate, with HSC having an unofficial graduation rate of 92% in 2019, a 100% improvement over 4 years.

While we are pleased with the growth on these 2 metrics, we are far from where we need to be to ensure that all students are fully experiencing the magnet school theme as well as achieving higher SAT scores for all students. GSP efforts support improvement in daily instructional practice to implement project-based learning that will lead to both more



frequent and rigorous integration of HSC's magnet theme. Additionally, GSP coaching, professional development and instructional design support will address the need to integrate specific practices and pedagogical techniques into project based lessons that steadily improve student performance on the SAT.

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

While teachers at HSC are committed to personalized, project-based learning, they have not yet acquired the daily instructional skills required for full implementation. Powerfully, there are consistent examples of some level of implementation across the school which GSP staff will bring to light through teacher to teacher conversations and engagement. This will enable HSC teachers to learn from each other and increase cohesion across the school. In other cases, GSP staff will share expertise regarding new strategies and techniques through whole school, group, and one-on-one interactions. Taken together, this approach will build from current capacity, bring in necessary skills and knowledge, and build HSC capacity for ongoing refinement and development.

Additionally, HSC staff have the beginnings of an integration plan for stronger preparation towards the SAT embedded into lessons beyond strict test preparation. However, this plan needs both further development and then, more importantly, steady one on one coaching, team analysis of formative assessment data and small group training over time to implement successfully. GSP will provide all of the above.

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

GSP was listed in the Federal MSAP submission by New Haven Public Schools as the Professional Development Provider for HSC to support the terms and outcome of the grant.

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

GSP is nationally recognized for their work with personalized learning through the development of multiple pathways (including project-based learning) and mastery based education. Further, GSP has extensive experience supporting teachers to become facilitators of school-based professional learning groups to share and refine best instructional practices such as what HSC needs to develop to integrate their project based learning focus with an SAT impact. Finally, direct experience in New Haven with HSC and other magnet schools demonstrates GSP's capacity to facilitate high-quality professional learning seminars and their understanding of and commitment to the context of New Haven.

5. Is this a **new or continuation service**? **If a continuation service:** a) the daily rate is the same as the previous contract between GSP and HSC b) GSP costs are comparable to other similar organizations in New England and lower than most similar organizations in New York and nationally.

GSP worked with HSC the past year as part of the MSAP grant in year 2. This work supported many of the strong results cited in this memo.

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:

Evaluation will be conducted through three sets of information. First, all group professional development will have participant feedback both from each session and cumulatively at the end of the year. This includes full staff days and group seminar days. Data from these forms will be collated by GSP, shared with HSC leadership and staff, and readily available upon request for other interested parties. In order to assess the impact of one-on-one efforts, all HSC staff will provide feedback and examples of changes in their practices through an annual staff survey. Again, these results will be collated by GSP and shared with HSC leadership and staff. Taken together, these data will be used by GSP and HSC to make in-progress corrections as necessary.

Second, in keeping with grant reporting requirements, HSC will undergo yearly MSAP evaluations that will be reported to the federal government. These evaluations will specifically examine the role of GSP services in supporting the development of the magnet school theme and our progress on the SAT. (see Archival Data sheet 1)

Third, we will continue to track and analyze our school's progress on the CSDE Performance Indicators for High School and GSP's role in supporting HSC's success in these measures. (see Archival Data sheet 1)

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

GSP activities will be undertaken in collaboration with HSC teachers and leaders. HSC teachers will be trained to facilitate professional learning groups and to observe one another in their classrooms. Upon completion of the five-year grant, HSC staff will have the capacity to undertake this work absent GSP support. Internally at HSC and in the district, we do not have the expertise in mastery, in project-based learning with SAT integration or development of professional learning group facilitators to undertake this. Further, as currently constituted, HSC does not have enough time in administrative leadership roles to engage in the level of one-on-one instructional support required by this grant and needs GSP support to implement this strategy.

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

Our past experience with GSP staff have demonstrated the positive impact of their work. In comparisons with other nationally recognized experts, GSP falls at the lower end of daily support costs on a national scale. Further, while national, GSP is located in New England which reduces travel costs.



NEW HAVEN PUBLIC SCHOOLS

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

Great Schools Partnership

FOR DEPARTMENT/PROGRAM:

High School in the Community

This Agreement entered into on the 23rd day of September 2019, effective (*no sooner than the day after Board of Education Approval*), and the 24th day of September, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Great Schools Partnership, Inc. located at 482 Congress Street, Portland, Maine (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,210.00 per day, for a total of 10 days hours or sessions.

The maximum amount the contractor shall be paid under this agreement: \$12,100.00.
Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by **Magnet School Assistance Program** of the New Haven Board of Education, **Account Number: 2517-6262-56694 Location Code: 0066**

This agreement shall remain in effect from **September 24, 2019 to November 15, 2019.**

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

SPECIFICATIONS OF WORK TO BE PERFORMED:

10 days (on and off site) of district/school coaching

GSP will provide support through senior associates and other staff as necessary to undertake the following:

Activity 1: GSP will plan and facilitate a series of professional learning events for HSC staff concerning project-based learning and personalized learning with a focus on high leverage instructional practices including questioning, checks for understanding and effective feedback. These sessions will be done through whole faculty and team structures in times determined collaboratively with school leadership. Total time required is 6 days split into whole days and partial days.

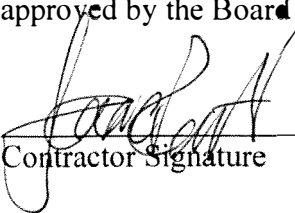
Activity 2: GSP will observe teachers regularly and will meet with teachers one-on-one for follow-up debriefs, planning, coaching and learning concerning project-based learning, personalized learning and high leverage instructional practices. All HSC teachers will have the opportunity to meet with GSP staff. Events from Activity 1 and Activity 2 could occur on the same calendar day although the times associated with each event would be recorded as such. Total time required is 3 days split into whole days and partial days.

Activity 3: Ongoing Organizational and Leadership Consulting. GSP will also work with HSC leadership and leadership structures to provide ongoing support regarding building effective teams and implementing high leverage instructional practices. This will be planned and determined in collaboration with HSC. Total time required is 1 days split into whole day and partial days.

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

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

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



Contractor Signature

9/08/19

Date

President
New Haven Board of Education

Date

David Ruff, Great Schools Partnership
Contractor Printed Name & Title

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

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175 Water Street
New Haven, CT 06511
t: 475.220.6200
f: 203.946.7132

MSAP Grant Year 2 Archival Data Sheet

Improvement on Key CSDE Indicators/District Goals Associated with work by GSP during school years 2017-2019 (Years 1&2 of MSAP Grant)

CSDE Indicator	Changes over Year 1 of MSAP Grant
1 - academic achievement as measured by standardized tests	Increase by 50 points or 6% from Year 1 to 2, stable year 2 to 3
2 - Chronic Absenteeism	Decrease by 11%
8 - Graduation 4 year rate	Increase by 22% from 2018, 100% from 2016

Additional Important Improvement while not exactly a District Goal a critical note for HSC's MSAP expectations

Increase in families marking HSC as 1 st choice on their enrollment application 2018-2019	32%
Increase in total enrollment from 2019-2020	20%

MSAP Evaluation Results on Curriculum Writing, Unit Design and Associated Work supported by GSP, noting both evidence of success as well as increased expectations with year 2 and 3 of the grant and need for further support/work to achieve these expectations.

10. Unit Implementation	Units were not implemented, or dosage will be less than 2 hrs./wk. through September, 2018.	Units were (will be) implemented for some grades and magnet dosage will be 2 hrs./wk. through September, 2018.	Units were (will be) implemented for all grades and magnet dosage will be 2 hrs./wk. through September, 2018.	Units were (will be) implemented for all grades and magnet dosage will be 3 hrs./wk. through September, 2018.
				X
Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations: <ul style="list-style-type: none"> The HSC teachers have written and implemented 13 units this year. HSC has met unit dosage requirements for hours of magnet-theme instruction. The dosage is 3.2 hours a week from unit implementation for Year 1. 				
Recommendations: See item 11.				
11. Magnet Unit (& or discrete magnet course) Planning	All Units for every grade are not planned to the date of the site visit.	Units planned for all grades to the date of the site visit only.	Units are planned for all grades beyond the site visit date but not to the end of the project year.	Units are planned for all grades through the end of project year 1 and average 3hrs/week magnet theme dosage
			X	
Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations: <ul style="list-style-type: none"> 23 units have been written in Year 1. 12 units have been implemented in Year 1. Discrete magnet courses are currently being implemented in all grade levels. These courses are discussed in detail in item 13. 				
Recommendations: <ul style="list-style-type: none"> HSC is off to a strong start in curriculum writing. The magnet theme has been integrated into discrete courses and core content area courses, such as English, Math, Science, and Social Studies. Please keep in mind that the curriculum dosage target for project year 2 is at least 6 hours of magnet instruction per student. 				
12. Unit Quality. Units	Units meet 3 or	Nearly all units	Nearly all units	Nearly all units

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clearly: 1) reflect the magnet theme 2) incorporate systemic reforms 3) are aligned with key content standards 4) include sample learning goals, student success criteria and culminating tasks 5) attain peer review rubric targets	fewer criteria.	meet 3 of 5 criteria.	meet 4 of 5 criteria.	meet all 5 criteria.
		X		
<p>Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations: Prior to the September site visit:</p> <ul style="list-style-type: none"> • 11 units have been peer reviewed. • 3 units are in the process of being reviewed. <p>Almost all units created thus far include the unit quality components. The units reviewed have been rated as proficient. Plans are to provide additional PD in the peer review process to ensure fidelity to the rubric.</p>				
<p>Recommendations:</p> <ul style="list-style-type: none"> • The full unit template and peer review process are foundational elements of curriculum redesign efforts. The project year 1 expectation is that (September 30th) at least 70% of magnet theme units will meet project quality criteria as determined by peer reviews using a unit quality rubric (performance measure 2.4). The project year 2 expectation is that 75% of magnet theme units will meet project quality criteria as determined by peer reviews using a unit quality rubric (performance measure 2.4). Continue the work with the Great Schools Partnership to provide additional professional development in curriculum design and the peer review process. • Ensure that the systemic reforms are identified and described in all units. 				

16a. PD Documentation: Magnet Theme Dosage per Teacher <u>Implemented.</u>	0	1-15 Hours	16-30 Hours	>30 Hours
Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations: <ul style="list-style-type: none"> Professional development on the magnet theme completed in Year 1 totaled 35.8 hours of PD per teacher. 				X

Recommendations:

- HSC has exceeded its target for project year 1 of 30 hours (35.8) of PD per teacher. Keep in mind that the goal for project year 2 increases to 50 hours per teacher. It is recommended that the school plan additional magnet PD as soon as possible.

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: Oral Health

Grant Source and Agency: CT Department of Public Health

Total Amount Requested: \$36,000.

Due Date of Application:
9/15/19

System Contact: Sue Peters

Telephone #:
475-220-1238

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

This grant is designed to provide preventive dental care to students in six schools, with a focus on sealant application and retention. This grant includes \$18,000 that was never awarded last school year due to delays at the State level.



GRANT PERIOD:	
From: 9/17/19	
To 8/31/20	
<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Support <input type="checkbox"/> Competitive <input type="checkbox"/> Entitlement <input checked="" type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
Sue Peters

TARGET: Schools/Unit: 5: Truman, King Robinson, Troup, Hill Central, Barnard

No. of Students: 2,600 **Grade Level(s):** PreK-8

Eligibility Criteria: Students must be enrolled by parent/guardian to receive dental services

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
Return to: _____	Grants Manager  Finance Manager  Human Resource Manager _____
Received: _____	
Board of Education FINANCE & OPERATIONS Meeting Date <u>9/14/19</u>	
Board of Education Meeting Date: <u>9/23/19</u>	
Due Date to Grantor: _____	

Proposed Project Title: Oral Health Grant

Total Amount Requested: \$36,000.

Proposed Grant Receiving Agency: New Haven School District

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Paraprofessionals	\$
		Clerks	\$
		Stipends	\$
		Others	\$
		Longevity	\$
		SUBTOTAL	

NON PERSONNEL

	COST
Supplies & Materials	\$20,798.03
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$15,201.97
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
TOTAL NON- PERSONEL	\$36,000

FIXED COSTS:

Health Benefits	
Pension (Paras & Mgmt.)	
FICA/Medicare	
Workmen's Compensation	
TOTAL PERSONNEL	

Notes:

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

SECTION IIA: BUDGET EXPLANATION

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

Materials and Supplies: These include items to support the operation of the dental clinics and includes supplies needed to perform dental screens and to apply sealants on teeth.

Contracted Services: This grant will support a portion a third of the salary of a Registered Dental Hygienist. The remaining salary and WC/FICA will be paid through another account (Medicaid Reimbursement).

Proposed Project Title:

Oral Health Grant

Total Amount Requested: \$36,000

Proposed Grant Receiving Agency: New Haven School District

SECTION III: SYSTEM OBLIGATIONS

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

Linkage with other programs: None Yes **Explain: SBHCs, attendance teams, school nurses**

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

Future local personnel obligations: None Yes **Explain:**

PROJECT OR GRANT REQUIREMENTS

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

ADDITIONAL RESTRICTIONS OR CONCERNS

SUBMITTING ADMINISTRATOR:


Signature

8.28.17
Date

Proposed Project Title: Oral Health Grant

Total Amount Requested: \$36,000

Proposed Grant Receiving Agency: New Haven School District

SECTION IV: PROPOSED PERSONNEL

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

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
N/A							

V. PROPOSED CONTRACTS

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

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
Ms. Elicia Lupoli, RDH	Provides preventive dental care	\$39.50/hr	\$15,201.97

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

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

Specific goals include:

- a) Our dental program provide dental sealants to as many enrolled students needing them in the five school with dental clinics and provide 6 month retention checks as applicable;
- b) We collect and report on dental services and oral health education provided to students twice yearly;
- c) We provide enrolled students with oral health education;
- d) Create a self sustaining model for providing dental services to our students

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

The State was unable to process and execute the grant before the end of the last school year, which is why the amount was added to this year's grant funding. Despite no funding last year, we hired a second RDH and have accomplished a great deal related to the grant requirements:

- a) Hired and trained a FT RDH to provide dental services to 3 schools.
- b) Expanded to ensure preventive services were provided at two of our schools;
- c) Nearly tripled the number of students receiving dental services from the prior Year (from 330 to 920)
- d) Increased data capacity to allow us to collect the required data for the grant program.
- e) Passed site visit inspection by DPH in May as exceptional.
- f) Hired billing company to assist with dental billing and doubled our reimbursement compared with the previous year. This enables us to cover the salary of our primary RDH and all dental supplies, as well as the remaining salary of the RDH funded partially by this grant.

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

Student health and wellness status are directly linked to attendance, performance and even graduation rates, and dental problems are the second leading health reason for school absenteeism. As part of school reform goals, the SHC/Dental program Director chairs the District Wellness Committee which supports the whole child (social, emotional and physical health) to prevent and address physical, mental health, and social issues of students, and create school health/wellness policies and initiatives that promote health and wellness among all students. We have also partnered with Youth, Family and Community Engagement this year supervisor/team to and school nurses to address and reduce chronic absenteeism as part of the District's Attendance Matters! campaign, called "Healthy Attendance Matters! In schools with SHCs, nearly 3,000 students were kept in school because the SHC Nurse Practitioner addressed an urgent health issue in school, and more than 400 student absences were prevented because parents accessed one of our SHC walk in health check services in just the past 3 months. We will be including our dental staff in the Attendance teams next school year.

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

The preventive and referral services provided through our dental clinics impact attendance, ability to learn, health status and overall wellness of students. Part of our role is to ensure that students are healthy, free of pain, and stay in school. By identifying dental problems early

through screenings and providing routine care and referring out when needed, we can help prevent more serious and costly issues and prevent unnecessary absenteeism.

REQUIRED:

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

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: School Improvement Grant (SIG 1003)

Grant Source and Agency: CT State Dept. of Ed

Total Amount Requested: \$113,949

Due Date of Application:
July 2019 (Note grant award is late due to state budget processes)

System Contact: David Diah

Telephone #: 475-220-5600

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

- 1) To provide evidence-based professional training that builds teacher and leader capacity for content to support student achievement.
- 2) To purchase contractual services from consultants who are recognized professional development specialist providing training in literacy and math that are embedded and meet the guidelines of ESSA evidence-based strategies meeting the criteria of strong or moderate research.
- 3) To purchase materials/programs grounded in research that meet ESSA guidelines.

TARGET: Schools/Unit: Wexler Grant Community School

No. of Students: 373 **Grade Level(s):** K-8

Eligibility Criteria: Title I/Focus school, and Evidence-based research strategies/intervention

GRANT PERIOD:	
From: (September 17, 2019:	
To: (June 30, 2020)	
<input type="checkbox"/> New	
<input checked="" type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<hr/> <hr/>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action	
<input type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input type="checkbox"/> Competitive	
<input type="checkbox"/> Entitlement	
<input checked="" type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
David Diah

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
<p>Return to: _____</p> <p>Received: _____</p> <p>Board of Education FINANCE & OPERATIONS Meeting Date <u>9/16/19</u></p> <p>Board of Education Meeting Date: <u>9/23/19</u></p> <p>Due Date to Grantor: _____</p>	<p>Grants Manager <u>Pat O</u></p> <p>Finance Manager <u>[Signature]</u></p> <p>Human Resource Manager _____</p>

Proposed Project Title: SIG 1003

Total Amount Requested: \$113,949

Proposed Grant Receiving Agency: NHPS

SECTION II: FISCAL INFORMATION

PERSONNEL

NON PERSONNEL

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Paraprofessionals	\$
		Clerks	\$
		Stipends	\$
		Others Pre Planning and seasonal	\$
		Longevity	\$
		SUBTOTAL	\$

	COST
Supplies & Materials	\$13,349
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$100,600
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
TOTAL NON- PERSONNEL	\$113,949

FIXED COSTS:

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$
Workmen’s Compensation	\$
TOTAL PERSONNEL	\$

Notes:

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

SECTION IIA: BUDGET EXPLANATION

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

****This is a grant that covers contractual services, equipment and supplies/materials that meet the state and ESSA criteria of Title I and Focus, and evidence-based interventions.**

Supplies and Materials:

1. Math Supplies - Purchase of Math materials i.e. books and supplies of high interest, quality, diversity, to support student centered classrooms and increase student engagement - \$6,023.
2. Printers (Black n White and Color) - Purchase of printers to support Academic Instructions and Service-based learning implementation - \$7,326.

Independent Contractors:

1. Literacy How and the three Literacy How Mentors who will be providing coaching to Wexler Grant teachers during the 2019-20 school year and will provide training PD for K-8 teachers on rigorous Literacy Instructions with focus on planning, monitoring progress and job embedded coaching from August, 26, 2019 through June 12, 2020 (2.1) for up to a maximum of three *Literacy How Mentors* who will be providing weekly school-based mentoring. This contract will be billed at \$900 per day per mentor visit plus the cost of materials over the course of the contract - \$94,500.
2. DeansList - Partners with schools to produce absence and behavior reports to parents/guardians at critical moments throughout the year - \$6,100.

Proposed Project Title: SIG 1003

Total Amount Requested: \$113, 949

Proposed Grant Receiving Agency: NHPS

SECTION III: SYSTEM OBLIGATIONS

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

Linkage with other programs: None Yes **Explain: Support of interventions from Title I**

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

Future local personnel obligations: None Yes **Explain:**

PROJECT OR GRANT REQUIREMENTS

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

ADDITIONAL RESTRICTIONS OR CONCERNS

Professional development and programs must be grounded in evidence-based research and practices based on ESSA guidelines.

Schools must be Title I Turnaround or Focus.

SUBMITTING ADMINISTRATOR:


Signature

09/6/2019

Date

Proposed Project Title: SIG 1003

Total Amount Requested: \$113,949 (Funding Agency: CSDE)

Proposed Grant Receiving Agency: NHPS

SECTION IV: PROPOSED PERSONNEL

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

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
		N/A	N/A	N/A			
		N/A	N/A	N/A			

V. PROPOSED CONTRACTS

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

Literacy How, Inc
DeansList

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
Literacy How, Inc	Professional development for staff in Literacy for content capacity building.	Coaching days are billed at \$900 per day for 35 days per coach.	\$94,500
DeansList	Professional development for managing non-academic student data (attendance, behavior etc)	2019/20 Base Fee \$4,000.00 Per student fee (\$500 per 100 students) \$2000, 15% Turnaround (\$900) Discount 300-400 students Messaging Center (\$2.50 per student) Optional 400 students \$1000	\$6,100

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

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

This is a four-year grant provided to school districts to support teaching and learning in schools identified as Turnaround or Focused. The second year of the grant is for planning, training, implementation and purchase of materials and programs to support intervention in math and literacy.

Overarching goal is - Closing the achievement gap: learning is promoted for all students, but is particularly targeted to schools that are categorized by the state as turnaround and focused schools.

- At Wexler Grant, we will focus on three identified growth areas: Instructional Practice, Academic Rigor and Student Attendance.
- Our student achievement goals are:

1. SMART Goal: In alignment with ESSA goal targets, SPI for English Language Arts (ELA) from 54.0 in 2017-2018 to 58.1 (+4.1) in 2019-2020. Under the Smarter Balanced Growth Model, Wexler-Grant school will improve the average percentage of target achieved in ELA from 51.5% in 2017-2018 to 66.7% (+15.2%) in 2019-2020.
2. SMART Goal: In alignment with ESSA goal targets, SPI for Math from 41.2 in 2017-2018 to 48.0 (+6.8) in 2019-2020. Under the Smarter Balance Growth Model, Wexler-Grant school will improve the average percentage of target achieved in Math from 48.9% in 2017-2018 to 52.2% (+3.3%) in 2019-2020.
3. SMART Goal: In alignment with ESSA goal targets, Wexler-Grant school will see a decrease in chronic absenteeism from 25.2% in 2017-2018 to 24.8% (-0.4%) in 2019-2020.

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

In the 2018-2019 School Year we saw an overall 3.5% gain in ELA in grades 3-8 on the Smarter Balance Assessment achievement of proficiency levels or higher. In addition, we saw an overall 11% gain in Math in grades 3-8 on Smarter Balance achievement levels of proficiency or higher. Our out of school suspension data decreased from 50% in 2017-18 to 37% in 2018-2019. Teachers are now learning how to implement the Serviced based learning model and the use of technology in the classroom lessons. In addition, we saw a slight increase of parents in attendance to school-wide events.

We have set targets around our ESSA goals this year as follows: SMART Goal: In alignment with ESSA goal targets, SPI for English Language Arts (ELA) from 54.0 in 2017-2018 to 58.1 (+4.1) in 2019-2020. Under the Smarter Balanced Growth Model, Wexler-Grant school will improve the average percentage of target achieved in ELA from 51.5% in 2017-2018 to 66.7% (+15.2%) in 2019-2020. In alignment with ESSA goal targets, SPI for Math from 41.2 in 2017-2018 to 48.0 (+6.8) in 2019-2020. Under the Smarter Balance Growth Model, Wexler-Grant school will improve the average percentage of target achieved in Math from 48.9% in 2017-2018 to 52.2% (+3.3%) in 2019-2020. In alignment with ESSA goal targets, Wexler-Grant school will see a decrease in chronic absenteeism from 25.2% in 2017-2018 to 24.8% (-0.4%) in 2019-2020.

2. How does this grant address School Reform goals?

This grant addresses the goal by providing students with research-based strategies and interventions to help them to be able to access learning via a focus on literacy and math skills.

Certified and trained staff will be provided with research based instructional strategies and intervention based on ESSA guidelines and definition of evidence-based intervention. The intent of all training and programs is to raise student achievement by providing staff with embedded coaching that is sustainable for future use.

1. Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that

is specific and relevant: *(Include resume of person(s) providing service for contracts \$10,000 and over)*

This proposal is significant to improving student achievement and staff performance. Teachers and leaders are trained by consultants to implement identified literacy and math strategies to support students learning and acquisition of skills. The materials that are used for literacy and math must meet the criteria of research-based and require training prior to implementation. As a result, teachers are involved in training prior to the implementation of selected intervention programs. Students are falling behind based on the high numbers identified substantially deficient via assessments. The use of new materials and programs is to help to motivate and enhance, and accelerate the pace of learning.

REQUIRED:

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

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: Commissioners' Network-Wexler-Grant Community School Year 2

Grant Source and Agency: Connecticut State Department of Education (CSDE)

Total Amount Requested: \$780,000 **Due Date of Application:** 9/16/2019

System Contact: David Diah – Principal of Wexler-Grant Community School

Telephone #:
475-220-5600


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

This is year two of a multi-year grant awarded to Wexler-Grant Community School by the CSDE. The purpose of this grant is to increase academic achievement among the students at Wexler-Grant Community School. We will achieve this by implementing a Service-Based Learning Model. In order to implement this instructional change with fidelity and to have an impact on students' learning, we will refocus our instruction to a student-centered model where the teacher is a facilitator. This model will also be supported through technology and our Extended Learning Day Program. In year two of the grant the state will pay for 50% of salaries.

TARGET: Schools/Unit: Wexler-Grant Community School
No. of Students: 402 **Grade Level(s):** K-8
Eligibility Criteria: N/A

GRANT PERIOD:	
From: (09/17/2019):	
To: (06/30/2020):	
<input type="checkbox"/> New	
<input checked="" type="checkbox"/> Continuation	
Previous Bd. of Ed. Approval:	
<hr/> <hr/>	
<input type="checkbox"/> Planning	
<input checked="" type="checkbox"/> Operational	
Bd. of Ed. Information	
<input type="checkbox"/> Action	
<input type="checkbox"/> Information	
<input type="checkbox"/> Support	
<input type="checkbox"/> Competitive	
<input type="checkbox"/> Entitlement	
<input checked="" type="checkbox"/> Grant	

PROPOSAL DEVELOPERS:
David Diah

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
Return to: _____	
Received: _____	Grants Manager <u></u>
Board of Education FINANCE & OPERATIONS Meeting Date <u>9/16/19</u>	Finance Manager _____
Board of Education Meeting Date: <u>9/23/19</u>	Human Resource Manager _____
Due Date to Grantor: _____	

Proposed Project Title: Commissioners' Network-Wexler-Grant Community School – Year 2 (2019-2020)

Total Amount Requested: \$780,00000

Proposed Grant Receiving Agency: CSDE

SECTION II: FISCAL INFORMATION

PERSONNEL

NON PERSONNEL

# FT	#PT		COST
		Administrators	\$
2		Teachers	\$53,176
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
	5	Others - Tutors	\$40,443
32		Stipends	\$203,760
		Longevity	
		SUBTOTAL	\$297,379

	COST
Supplies & Materials	\$94,101
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$250,606
Equipment	\$22,866
Other	\$
Indirect Costs, if allowed	\$
TOTAL	\$367,573
NON- PERSONNEL	

FIXED COSTS:

Health Benefits	\$106,165
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$6,849
Workmen's Compensation	\$2,034
SUBTOTAL	\$115,048
TOTAL PERSONNEL & FIXED COSTS	\$412,427

Notes:

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

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS**. **Other;** and **All Non- Personnel items**. If additional space is needed, continue to next page.

According to our Commissioner's Network Grant in year two of the grant, New Haven Public Schools is obligated to fund 50% of all personnel with the CSDE funding 50%.

For Benefits - New Haven Public School will fund 50% and CSDE will fund 50%.

For Teacher Stipends - CSDE is responsible for 100% of funding the salaries and benefits.

Culture and Climate/Family Engagement and Operations Coordinator was hired to support student behaviors, PBIS, Restorative Practices, and Attendance Initiatives. Also to support students and families around behavior – Implement the 'Therapeutic' Refocus Room. This individual will work with members of the leadership team to continue to implement our Positive Behavior Intervention and Supports model and introduce and sustain the Restorative Practices initiative. The Coordinator (1) will work to increase attendance and decrease chronic absenteeism by working with our district appointed attendance counselor, attendance team, and families; (2) will be responsible for developing school-based family engagement systems and activities that create strong partnerships that support teaching, learning, and student achievement. This Coordinator will also establish the Parent Team/Teacher Organization in outreach to families,

communicating priorities and goals of the school, and engaging parents in the decision-making processes within the school. This individual will also collaborate with community partners to coordinate afterschool enrichment programming; (3) will work with Wexler-Grant's principal, leadership team, teachers/staff and parents to ensure that all students rise, academically and socially, and that the school environment is positive, structured, consistent, caring, and disciplined. The person will provide professional learning and support to teachers dealing with children with challenging behaviors. Salaries - \$57,452 (CSDE funding 50% - \$28,726 and NHPS funding 50% - \$28,726). Benefits - \$12,389.

A Math 180 Teacher was hired: Due to State focus for Wexler-Grant for Math and a need to support students struggling in math. Salaries - \$48,900 (CSDE funding 50% - \$24,450 and NHPS funding 50% - \$24,450). Benefits - \$10,546.

Five Part-Time Interventionists (Tutors): will assist and support students with Tier 2/3 Intervention in both literacy and math using the SRBI Framework. Interventionists will assist and support students with Tier 2/3 Intervention in both literacy and math using the SRBI Framework. Materials needed to execute this process are additional Leveled Literacy Intervention (LLI) Kits and LLI materials such as notebooks and intervention bags. Interventionists will provide progress monitoring using LLI running records and reports from Math Inventory, Reflex Math, and Moby Max at the Tier 2 level. The SRBI team will meet every 6-8 weeks to assess students' progress towards their goals by analyzing student work and running records. Teachers/Interventionists providing a Tier 3 intervention will use Flyleaf decodable texts, CORE Assessments, student work, word lists, and other software reports such as Lexia, Moby Max, and Reflex Math to assess progress on a weekly basis. Salaries - \$80,886 (CSDE funding 50% - \$40,443 and NHPS funding 50% - \$40,443). Benefits - \$3,369.

Teacher Stipends: staff planning, extended days and service days – yearlong - September 2019- June 2020. Extended time for Teachers to attend After School Professional Learning. Various professional development opportunities will be held outside of the traditional work day inclusive of afterschool times. These include the following professional learning: Houghton Mifflin Harcourt (HMH) to support teachers with Math curriculum and researched based instructional strategies, professional development in Service Based Learning facilitated by the Wexler-Grant’s Leadership Team. Implementing the SBL model will support students with acquiring the critical thinking and other 21st century skills needed for college and career. The focus will be to plan service based projects with students that will serve the local community. In addition, stipends will be paid to teachers to attend 2 days Professional Development on August, 23rd, 2019 and August, 26th 2019. Professional Learning conducted by Literacy How, Inc, Collaborative Classrooms and Houghton Mifflin Harcourt (HMH). Salaries - \$203,760; Benefits - \$88,743.

Consultants – Professional Development: Houghton Mifflin Harcourt:

Professional Development – Job-Embedded Coaching for Teachers, Instructional Coaches, and Building Administrators.

Instructional coaching lessons support teachers to implement the strategies introduced in professional learning experiences. Teachers work side-by-side with a Math Solutions consultant to review highly-effective instructional practices and collaborate with colleagues to implement mathematics tasks that align to their Standards. Participating teachers have the opportunity to discuss the effect of instructional strategies on student learning as observed in the classroom and analyze the connection between tasks, active student engagement, reasoning and problem solving. The most effective coaching occurs over time. Key to its effectiveness is the involvement of the principal, including a schedule that provides adequate time for teacher learning. Inherent in these experiences is a ‘gradual release of responsibility’ from the coach to the classroom teacher.

8 days: Sept 11, Oct 23, Nov 6 Jan 15, Feb 12, March 18 April 22, May 20 Math Solutions Coaching

Date	Description (HMH)	Cost
Aug. 23- PD day Sept. 11- coach Oct. 23- coach Nov. 6- coach	Professional Learning Course 2 days Mathematical Thinking - A Focus on Representation and Procedural Fluency Problem Solving - Developing Disposition, Competence, and Confidence	\$7,776
Dec. 4- PD day Jan. 15- coach Feb. 12- coach Mar. 18- coach April 22- coach May 20- coach	Onsite Job-embedded Coaching 7 days (8 total days - one day of coaching is dedicated to Do the Math, see separate cost proposal)	\$27,216
	Total	\$34,992

Community Partnership – ConnCAT

SCHOOL-DAY EMBEDDED PROGRAMMING DETAILS

ConnCAT will provide on-site school-day embedded programming for up to 300 students in Grades K through 8, five days per week between 10:00 AM and 1:00 PM. ConnCAT will provide academic support and enrichment in Agriculture, Drama, Graphic Arts, Growth Mindset Workshops, and STEM. The academic support and enrichment courses will stimulate student engagement,

interdisciplinary connections, as well as support the instructional efforts of the Wexler Grant faculty. ConnCAT will work in collaboration with other community partners and Wexler Grant's faculty and staff to ensure that these day programs align to and reinforce core instruction delivered during the school day.

Embedded School-Day Program Components

- Academic Support
 - Study and organization Skills
 - Teacher referred small group and individual support
- Enrichment
 - Agriculture
 - Drama
 - Graphic Arts
 - Growth Mindset Workshops
 - STEM

Program hours of operation – 5 days/week - 8:00 a.m. to 1:00 p.m.

Location of service – On-Site / Wexler Grant Community School

300 participants – grades kindergarten through 8

Afterschool Enrichment (Instrumental Music) - 4:00 p.m. to 5:30 p.m. (1.5 hours)

Embedded School-Day and Afterschool Program Anticipated Costs

Assumptions:	
Embedded School-Day student participation (Grades 4-8)	300
Number of enrichment classes offered	6
Number of ConnCAT instructors	6
Number of academic supporters	2
Days of programming	140
Hourly rate for instructors	\$26.00
Hourly rate for Academic Supporters	\$15.00
Academic Supporters hours per day	6
Instructor hours per day	6
Expenditures:	
Costs:	
Fixed Costs:	
Wexler Grant Program Manager (salary plus benefits) (annual salary) / (12 months) / (2) X (8 program months) = (\$66,950) / (12 months) / (2) X (8 program months) = \$22,316 <i>*Divide by 2 to reflect half time of professional hours at Wexler Grant</i>	\$22,316.00
Variable Costs:	
School-Day instructors (3 instructors/day X \$26/hr. X 3 hr./day X 140 days) + (5 instructors X \$26/hr. X 20 hrs. PD/events) = (\$32,760) + (\$2,600) = \$35,360	\$35,360.00
Afterschool instructor (1 instructor/day X \$26/hr. X 1.5 hr./day X 159 days) + (1 instructor X \$26/hr. X 20 hrs. PD/events) = (\$6,201) + (\$520) = \$6,721	\$6,721.00
Academic Supporters (2 Academic Supporters X 3 hr./day X \$15/hr. X 114 days) + (2 Academic Supporters X \$15 X 20 hrs. PD/events) = (\$10,170) + (\$600) = \$10,770	\$10,770.00
(A) Program supplies	\$3,655.00
Total Costs:	\$78,822.00

Community Partnership – The Kids Kraze After-School Program

The Kids Kraze mission is to engage our participants in a variety of activities that promote healthy learning in a safe environment, while having fun and creating memories and lasting friendships. It is our goal to provide on-site afterschool programming for up to 40 students in Grades K through 3, five days per week between 2 PM and 5:30 PM. The Kids Kraze will provide homework support and enrichment in culinary and karate. These enrichment courses will stimulate student engagement and interdisciplinary connections. The Kids Kraze will work in collaboration with other community partners and Wexler Grant’s faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day.

The Kids Kraze/ Wexler Grant basketball team will be organized and operated by 2 coaches appointed by Wexler Grant administration. The team will focus on leadership, commitment and social inclusion.

Afterschool Program Details

Students will be grouped by grade in groups of up to 10 students for homework completion, reading and literacy games. During the enrichment blocks, grades K and 1 will become one group and grades 2 and 3 will become one group.

- Program hours: 2 p.m. - 5:30 p.m. Monday through Friday
- 40 participants – grades K through 3
- staff/child ratio – 2:10 (1 senior counselor, 1 junior counselor)
- Location of service – on-site

The basketball program will meet 3 days a week and will consist of 20-25 students

The band will meet 3 days a week and will consist of 20-25 students

Afterschool Program Anticipated Cost Models

Assumptions:	
After school student participation (Grades K-3)	40 to 45
Number of Enrichment Instructors (EI) - Karate, Spanish	2
Number of Senior Counselors (SC)	2
Number of Junior Counselors (JC)	4
Days of programming	145
Hourly rate for Enrichment Instructors	\$20
Hourly rate for Senior Counselors	\$12
Weekly rate for Junior Counselors	\$100
Senior and Junior Counselors hours per day	3.5
Enrichment Instructors (EI) hours per week	4
Expenditures:	Costs:
Fixed Costs:	
The Kids Kraze Program Supervisor	\$25,000
Variable Costs:	
Senior Counselors (2 SC x 3.5 hr/day x 145 days x \$12/hr) + (18 hr PD/events x \$12/hr x 2 SC) = \$	\$12,612
Junior Counselors (4 JC x 15 hr/wk x 29 weeks x \$100/wk) + (14 hr PD/events x \$100/wk x 4 JC) = \$	\$12,000
Specials Instructors (2 EI x 2 hr/day x 58 days x \$20/hr) + (12 hr PD/events x \$20/hr x 2 EI) = \$	\$5,120
(B) Afterschool supplies	\$8,550
(C) Business office expenses	\$7,500
(D) Basketball Expenses	\$5,000
(E) Band Expenses	\$5,000
Total Cost	\$80,782
District In-Kind Program Contributions:	

<ul style="list-style-type: none"> • Facilities • Daily snacks for students • Security staff 	<ul style="list-style-type: none"> • Custodial staff • Access to Administrative Equipment (copy machine, fax machine) • School access, key, badge
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Leadership Advisor: This individual will work with the Wexler Grant Leadership Team to provide technical assistance designed to reduce chronic absenteeism and suspensions and increase academic progress in reading and math. This technical assistance will include coaching, conducting observations, reviewing school attendance and academic data, and developing strategies that will result in a reduction of absenteeism and suspensions and support academic progress in reading and math. Consultant Fee - \$25,000.

Center for Collaborative Classroom – Support teacher practice and deepen understanding of reading instruction in Making Meaning. Also to ensure successful implementation of Making Meaning and Being a Writer.

Professional Learning Plan: Summary of Cost Proposal for Wexler-Grant Community School

Professional Learning Experience	Time	Rate/Value	Cost
Teacher On-Site Professional Learning August 2019	1 day	complimentary	N/A
Lesson Study Dates TBD	3 days	\$2,600 per day	\$7800
Coach and Administrator Learning Walks Date TBD	2 days	\$2,600 per day	\$2600
Total Proposed Professional Learning Charges			\$10,400

CCC Professional Learning Pricing

Format	Length	Rate
In-person	1 day (1 consultant)	\$2600
Virtual Sessions	1 hour	\$200/hour

PROFESSIONAL LEARNING PLAN

Professional Learning Focus	Dates	Participants
In-person Professional Learning <ul style="list-style-type: none"> • Curriculum as Professional Learning • Program and Lesson Features of <i>Making Meaning and Being a Writer</i> • Planning for Implementation and Instruction 	August 26, 2019	K-6 Teachers School-Based Coach
Lesson Study <ul style="list-style-type: none"> • Pacing • Facilitating Lessons • Conferring 	Dates TBD Recommended: October 2019, December 2019, March 2020	All K-2 Teachers School-Based Coach Administrators
Learning Walks <ul style="list-style-type: none"> • Administrators and coaches will engage in learning walks to consider the elements of instruction and the facilitation of lessons. • Administrators and coaches will engage with the Elements of Effective Implementation Tool and consider the impact of this experience in their role supporting teaching and learning. 	Dates TBD Recommended: November 2019, April 2020	School/District Coaches and Administrators

Curriculum 21

The proposed services are organized around these six related areas:

- . 1) Services to design engaging curriculum units and projects with a focus on:
 - 1. providing meaningful service to individuals, groups, and organizations in need,
 - 2. integrating selected school-wide service learning projects into each grade level’s curriculum
 - 3. engaging with local community,
 - 4. developing global connections
- . 2) Services to provide feedback and editing on units to ensure their alignment to targeted Connecticut Standards.
- . 3) Services to cultivate digital-media-global approaches integrated directly the curriculum and instructional strategies.
- . 4) Services to craft project-based learning products and performances for each unit.
- . 5) Services to assess the quality of the service and its impact on those intended to benefit from the service.
- . 6) Service to emphasize literacy strategies and communication skills for all learners.

Pricing structure

Proposed rates:

- On site full day: \$ 3000 per day- travel is inclusive
- Virtual coaching (point to point): \$ 350 per hour
- Editing/coaching: \$ 500 per day \$ 250 per half-day

****This will be include any travel and lodging for faculty who may need to fly in. Proposed services to be scheduled between August 30, 2019 and June 30, 2020**

- a.
 - 3 On-site days -curriculum unit development = \$ 9000.00
 - Two full days on-site
 - Two half days on-site
- b.
 - 1 1/2 Editing days to provide feedback on units = \$ 750.00
- c.
 - 6 Video conferencing hours when teams need support. = \$ 2100

Total: \$ 11,850.00

Elm Village:

The core mission of Elm Village is to provide mindfulness training to youth struggling with trauma, using the modalities of creative arts, movement, self development, and meditation. By teaching mindfulness, we hope to promote mental health and well-being while improving academic performance, attendance, and community engagement.

Mindful Institutional Development is a flexible time for facilitators to work one on one with students, staff, and teachers. Facilitators can work with students, offering mentorship, and navigating some of the more sensitive, trauma-related issues that arise during course time. Teachers often do not have the time to deal with the trauma sensitive issues that arise during class time. We can work with teachers to offer consultation on how to deal with students who they have trouble connecting with. We can also use this time to offer staff training or support as requested.

Proposal

One Facilitator 7.5 hours/day for 180 days

In this proposal, we will bring in one key facilitator to train students and staff in mindfulness practices. They will offer students an ongoing course, individualized strategies of dealing with Trauma, Crisis Interventions, and one-on-one mentorship. They will also work with staff to help them identify and deal with the trauma responses of students. We will also offer our facilitator 10 hours of on-going Staff Development to ensure that their understanding of trauma-informed mindfulness trainings are up to date.

Line Item	Amount
Mindfulness and Real Talk—One Facilitator Leading Two Classes per week. 80 Hours at \$27.50/Hour	\$2,200.00
Mindfulness and Crisis Intervention 120 Hours at \$27.50/Hour	\$3,300.00
Mindful Institutional Development 160 Hours at \$27.50/Hour	\$4,400.00
Mindful Mentorship 990 Hours at \$27.50/Hour	\$27,225.00
Staff Development 20 Hours at \$27.50/Hour	\$550.00
Elm Village Administration Costs	\$1,085.00
Subtotal	\$38,760.00
Trauma Coalition Payment	-\$30,000.00
Total	\$8,760.00

Supplies:

New musical instruments and instrument repairs
Math Supplies
Literacy Supplies
Culture and Climate: Social Emotional Practice Supplies
Culture and Climate: Instructional/Exploratory Learning Field Trips
Culture and Climate: School Store Materials
Service Based Learning Supplies
Family Engagement Events Supplies
Attendance Team

Property:

Student Resource Tutoring Center
Student Modular Furniture for Small Group Instructions and Cooperative Learning
Projector - Epson

Proposed Project Title: Commissioners' Network-Wexler-Grant Community School – Year 2 (2019-2020)

Total Amount Requested: \$ 7 8 0 0 0 . 0 0

Proposed Grant Receiving Agency: CSDE

SECTION III: SYSTEM OBLIGATIONS

Project support from other programs: None Yes **Explain:** According to our Commissioner's Network Grant in year two of the grant New Haven Public Schools is obligated to fund 50% of all personnel with the CSDE funding 50%.

Linkage with other programs: None Yes **Explain:**

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

Future local personnel obligations: None Yes **Explain:** According to our Commissioner's Network Grant in year two of the grant, New Haven Public Schools is obligated to fund 50% of all personnel with the CSDE funding 50%.

PROJECT OR GRANT REQUIREMENTS

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

ADDITIONAL RESTRICTIONS OR CONCERNS

SUBMITTING ADMINISTRATOR:  9/10/2019
Signature Date

Proposed Project Title: Commissioners' Network-Wexler-Grant Community School – Year 2 (2019-2020)

Total Amount Requested: \$ 7080 00.0

Proposed Grant Receiving Agency: CSDE

SECTION IV: PROPOSED PERSONNEL

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

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NPS Employee Yes/No	If Yes Current Employee Number
1		Teacher	Math 180 Teacher	Aug. 2019 - June 2020	Lisa Balzano	Yes	
1		Teacher	Climate & Culture Coordinator	Aug. 2019 - June 2020	Alysha Russell	Yes	
	5	Teacher	Interventionist (Tutors with Degrees)	Aug. 2019 - June 2020	Jimmy Lee Moore, Jessica Alfano, Mary Amter, Tracey Fox, TBD	TBD	

V. PROPOSED CONTRACTS

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

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
Houghton Mifflin Harcourt Math Solutions	<p>Professional Learning Course 2 days Mathematical Thinking - A Focus on Representation and Procedural Fluency Problem Solving - Developing Disposition, Competence, and Confidence.</p> <p>Onsite Job-embedded Coaching 7 days (8 total days - one day of coaching is dedicated to Do the Math, see separate cost proposal).</p>	See pg. 4-9 for Proposed Rates	\$34,992
Community Partnership – ConnCAT - After School Enrichment Program	<p>Afterschool Enrichment Program – Sep. 2019 – Jun. 2020 Embedded School Day and After School Enrichment Program will offer multiple opportunities for students to partake in enrichment, service-based projects and extracurricular activities.</p>	See pg. 4-9 for Proposed Rates	\$78,822
Community Partnership - Kid Kraze - After School Enrichment Program	<p>Afterschool Enrichment Program – Sep. 2019 – Jun. 2020 After School Enrichment Program will offer multiple opportunities for students to partake in enrichment, service-based projects and extracurricular activities.</p>	See pg. 4-9 for Proposed Rates	\$80,782
Leadership Advisor - TBD	<p>This individual will work with the Wexler Grant Leadership Team to provide technical assistance designed to reduce chronic absenteeism and suspensions and increase academic progress in reading and math.</p>	See pg. 4-9 for Proposed Rates	\$25,000
Center for Collaborative Classroom	<p>Collaborative Learning – Making Meaning and Being a Writer – Oct. 2019 – Jun. 2020.</p>	See pg. 4-9 for Proposed Rates	\$10,400
Elm Village	<p>The core mission of Elm Village is to provide mindfulness training to youth struggling with trauma, using the modalities of creative arts, movement, self-development, and meditation. By teaching mindfulness, we hope to promote mental health and well-being while improving academic performance, attendance, and community engagement – Sep. 2019 – Jun. 2020</p>	See pg. 4-9 for Proposed Rates	\$8,760
Curriculum 21	<p>Curriculum 21 – Supporting Wexler with implementing the Service-Based Learning Theme. S3 On-site days - curriculum unit development. Two full days on-site. Two half days on-site. 1 1/2 Editing days to provide feedback on units 6 Video conferencing hours when teams need support.</p>	See pg. 4-9 for Proposed Rates	\$11,850

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

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

This plan is designed to improve student achievement and guide our students as they acquire 21st century skills necessary to be successful in post-secondary education and careers. Wexler-Grant Community School (WGCS) will adopt the Service-based Learning Model: Service-based learning (SBL) is an educational approach to teaching and learning in which students use academic knowledge and skills to address genuine community needs. This "experiential learning" is student-led and the process helps children personally discover how the educational, emotional and psychological benefits of their individual and collective efforts can boost their own sense of self-worth and self-esteem.

SBL will foster collaboration among colleagues, parents, community partners and provide opportunities to build relationships with students. Additionally, SBL will accommodate our diverse learners by introducing a wider range of learning opportunities into the classroom. SBL will also lend itself to opportunities for our teachers to authentically assess their students providing them with multiple opportunities to assess. SBL combines instruction with meaningful community service experiences and reinvigorates the linkages between students and the school that serve the broader community.

In addition, we will hire a Culture and Climate, Family Engagement and Operations Coordinator: This individual will work with members of the leadership team to continue to implement our Positive Behavior Intervention and Supports model and introduce and sustain the Restorative Practices initiative. The Coordinator (1) will work to increase attendance and decrease chronic absenteeism by working with our district appointed attendance counselor, attendance team, and families; (2) will be responsible for developing school-based family engagement systems and activities that create strong partnerships that support teaching, learning, and student achievement. This Coordinator will also establish the Parent Team/Teacher Organization in outreach to families, communicating priorities and goals of the school, and engaging parents in the decision-making processes within the school. This individual will also collaborate with community partners to coordinate afterschool enrichment programming; (3) will work with Wexler-Grant's principal, leadership team, teachers/staff and parents to ensure that all students rise, academically and socially, and that the school environment is positive, structured, consistent, caring, and disciplined. Wexler-Grant will also hire a Math 180 Teacher: Due to State focus for Wexler-Grant for Math and a need to support students struggling in math

The Leadership Advisor will work with the Wexler-Grant Community School leadership and staff around rigorous classroom instruction and the implementation of effective interventions. The Leadership Advisor will continue to assist in gathering and analyzing student instructional data and assessment outcomes and to assist the leadership team and coaches in making instructional decisions school-wide. This individual will also participate in data team meetings with all grade levels, attend grade level and vertical team meetings when necessary, and work specifically with identified teachers to support instruction.

All K-8 teachers will continue to participate in on site Math training, provided by Houghton Mifflin Harcourt, in order to support their conceptual understanding of Math concepts and skills in order to provide instruction of these skills and concepts and meaningful understanding to their students. This Math training will help K-8 teachers deepen their understanding of mathematics through hands-on problem-solving. Teachers will work through concrete, pictorial, and abstract concepts to better instruct students in Math. In addition, teachers in K-8 will have a better understanding of the scope and sequence of our curriculum in order to plan for more rigorous and individualized instruction.

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

In the 2018-2019 School Year we saw an overall 3.5% gain in ELA in grades 3-8 on the Smarter Balance Assessment achievement of proficiency levels or higher. In addition, we saw an overall 11% gain in Math in grades 3-8 on Smarter Balance achievement levels of proficiency or higher. Our out of school suspension data decreased from 50% in 2017-18 to 37% in 2018-2019. Teachers are now learning how to implement the Serviced based learning model and the use of technology in the classroom lessons. In addition, we saw a slight increase of parents in attendance to school-wide events. We have set targets around our ESSA goals this year as follows: SMART Goal: In alignment with ESSA goal targets, SPI for English Language Arts (ELA) from 54.0 in 2017-2018 to 58.1 (+4.1) in 2019-2020. Under the Smarter Balanced Growth Model, Wexler-Grant school will improve the average percentage of target achieved in ELA from 51.5% in

2017-2018 to 66.7% (+15.2%) in 2019-2020. In alignment with ESSA goal targets, SPI for Math from 41.2 in 2017-2018 to 48.0 (+6.8) in 2019-2020. Under the Smarter Balance Growth Model, Wexler-Grant school will improve the average percentage of target achieved in Math from 48.9% in 2017-2018 to 52.2% (+3.3%) in 2019-2020. In alignment with ESSA goal targets, Wexler-Grant school will see a decrease in chronic absenteeism from 25.2% in 2017-2018 to 24.8% (-0.4%) in 2019-2020.

2. How does this grant address School Reform goals?

This proposal will continue to allow teachers to become facilitators in their students learning. Service-based learning (SBL) is an educational approach to teaching and learning in which students use academic knowledge and skills to address genuine community needs. This "experiential learning" is student-led and the process helps children personally discover how the educational, emotional and psychological benefits of their individual and collective efforts can boost their own sense of self-worth and self-esteem.

SBL will foster collaboration among colleagues, parents, community partners and provide opportunities to build relationships with students. Additionally, SBL will accommodate our diverse learners by introducing a wider range of learning opportunities into the classroom. SBL will also lend itself to opportunities for our teachers to authentically assess their students providing them with multiple opportunities to assess. SBL combines instruction with meaningful community service experiences and reinvigorates the linkages between students and the school that serve the broader community.

Our staff will also participate in on site Math training, provided by Houghton Mifflin Harcourt, in order to support their conceptual understanding of Math concepts and skills in order to provide instruction of these skills and concepts and meaningful understanding to their students. This Math training will help K-8 teachers deepen their understanding of mathematics through hands-on problem-solving. Teachers will work through concrete, pictorial, and abstract concepts to better instruct students in Math. In addition, teachers in K-8 will have a better understanding of the scope and sequence of our curriculum in order to plan for more rigorous and individualized instruction.

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

Wexler-Grant Community School students learning through SBL will not only retain content longer and have a deeper understanding of what they are learning but will be provided the opportunities to make valuable contributions to communities through active participation in organized service experiences coordinated with the school and community.

WGCS students will attend SBL classes that is integrated into the core curriculum. Each grade will focus their time on projects associated with a theme. Teachers and students will be encouraged to come up with their own project idea—or find one that they truly support—and to connect that project to the curriculum in multiple ways.

In specific content areas, SBL will be more effective than traditional methods for teaching math, economics, language, science, and other disciplines because students will be partaking in hands-on research based and service-based learning. SBL will help our students master the key competencies (21st Century Skills) identified as essential for college and career readiness. Research has also shown that students demonstrate better problem-solving skills in Project Based Learning in which SBL is a big component than in more traditional classes and are able to apply what they learn to real-life situations and serving their communities. In a SBL model our WGCS students will show an increase in their critical thinking ability, their ability to work collaboratively, and their ability to resolve conflicts. SBL will provide our students with an authentic learning experience utilizing all learning modalities in the process of researching and solving a problem, then communicating the solutions. In addition, SBL supports the Connecticut Core Standards (CCS) which emphasize real-world application of knowledge and the skills highlighted helping students to meet the goals of the CCS.

Houghton Mifflin Harcourt (HMH) Math Solutions:

During the summer of 2018, HMH Math Solutions developed a professional learning plan for WGCS designed to help teachers maximize every students' potential to meet and exceed academic standards. This support will begin with a full day professional learning session, before the start of school. This session will introduce participants to the Standards for Mathematical Practice, with particular emphasis on the role of reasoning and discourse in mathematics.

HMH will also provide job-embedded instructional coaching in mathematics. This side-by-side, individual coaching will help educators integrate new skills immediately into their practice. Individual coaching will include lesson modeling, which will provide teachers with professional learning before, during, and after lesson delivery. HMH Consultants will help teachers develop instructional expertise by answering program questions, modeling effective instruction, leading

grade-level program sessions centered on evidence of student learning, and helping teachers select and achieve instructional goals.

REQUIRED:

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

Memorandum

To: NHPS Finance and Operations Committee
From: Sue Peters
Re: Dept of Public Health Contract-Oral Health Grant
Meeting Date: September 9, 2019

Executive Summary:

Approval is requested for a grant contract by and between the New Haven Board of Education and CT Dept of Public Health, to support the provision of preventive dental services in 6 dental clinics: Truman, Barnard, Hill Central, Troup, Brennan-Rogers, King Robinson.

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

\$36,000. This grant will cover approximately one third of the salary of one dental hygienist. Rate is \$39.50/hr and covers a total of \$15,201.97.

Funding Source:

Dept of Public Health Grant

Key Questions:

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

SHCs keep our students healthy, well and in school. The dental program includes providing oral health education, and preventive dental care to promote good oral health to keep students healthy, in school and ready to learn. Health impacts learning, and this service supports health and learning.

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 will provide DPH with quarterly reports that include services provided, health education and numbers of students served that will meet the deliverables in the grant.

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 grant provides the dental program with needed support for operations which enables us to provide students with needed services and run a sustainable school based dental program.

The Agreement and complete scope of services are attached

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Part I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the Oral Health- SEAL CT! Program and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No Sections in this **Part I** shall be interpreted to negate, supersede or contradict any Section of **Part II**. In the event of any such inconsistency between **Part I** and **Part II**, the Sections of **Part II** shall control.

SECTION A**Subsection A.1 GENERAL TERMS AND CONDITIONS**

- 1) The Contractor shall provide services for the Program described in detail, as follows. Such services shall be provided in accordance with the requirements of this **Subsection A.1**, program specific in **Part I, Section A, Subsection A.2**, and **Part II** of this Contract.
- 2) **Reports and Report Schedule**
 - a) The Contractor shall submit to the Department periodic program, statistical, fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:
 - i) Periodic program and statistical reports must be submitted to maryanne.goss@ct.gov by close of business on the due date indicated.

Funding Period ONE: 9/17/2019 to 8/31/2020

REPORT	REPORTING PERIOD	REPORTS DUE BY
First SEAL CT! Program Data	09/17/2019-12/31/2019	January 15, 2020
Second SEAL CT! Program Data and Interim Written Report	01/01/2020-04/30/2020	May 15, 2020
Third SEAL CT! Program Data	05/01/2020-08/31/2020	September 15, 2020
Final Written Report	09/17/2019-08/31/2020	October 15, 2020

- ii) Fiscal expenditure and cash management reports must be submitted to DPH-CGMS-FinReports@ct.gov on the due date indicated.

FUNDING PERIOD ONE: 09/17/2019 to 08/31/2020

REPORT	REPORTING PERIOD	REPORTS DUE BY
First Financial	09/17/2019-04/30/2020	May 31, 2020
Final Financial Report	09/17/2019-08/31/2020	October 15, 2020

- b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
- c) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.

- d) The Contractor’s last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work under the Contract or the due dates identified in Part I, Section A, Subsections A.1(2)(a)(i) and A.1(2)(a)(ii), whichever is earlier.
 - i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
 - ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

3) Budget and Funding

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in **Section B** of this **Part I**.
- b) The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If **Section B** of this **Part I** includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- d) Future Funding Period Budgets, if not included in **Section B** of this **Part I**, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department’s Budget Revision process or via Contract amendment.
- e) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
22926	CT St. Actions To Improve Oral Health Outcomes	1	\$36,000

- f) This Contract includes federal financial assistance and therefore such funds shall be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

4) Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds

- a) **Maximum Payment**
 The total amount of payment made under this Contract shall not exceed **\$36,000**.
- b) **Payment and Payment Schedule**
 Payment shall be made according to the following upon the Department’s receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department’s approval of properly executed invoices submitted by the Contractor.

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$12,000	Upon full execution of the Contract	September 17, 2019

Payment #	Max. Amount	Payment Conditions	Not Before:
2	\$12,000	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior Contract Year (Contract #2017-0030) for the same services as those provided under the terms of this Contract, and the first program reports for the current Contract.	January 1, 2020
3	12,000	Upon receipt and approval by the Department of the first financial report from the current Contract.	June 1, 2020

- c) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt of a fully executed Contract and any required documentation, including but not limited to cash management documents.
- d) **Second and subsequent payments** shall be processed by the Department not earlier than the payment schedule date and only after the Department receives and approves all deliverables and periodic program, statistical, expenditure, and cash management reports, as submitted or completed by the Contractor, pursuant to the Contract terms and the Report Schedule in **Part I, Section A, Subsection A.1 2) a)** above.
- e) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
- f) **Reimbursement**
If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
- g) **Under-expenditures**
When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.
- h) **Payment Reduction**
In addition to the applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:
- i) has not submitted or completed required deliverables,
 - ii) has not submitted required reports or audits,
 - iii) has submitted reports that have not received Department approval, or

iv) has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

i) Surplus or Excess Payments; Refund

The Contractor shall:

- i) upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:
 - 1) funds paid in excess of allowable budgeted costs and/or
 - 2) unexpended funds.
- ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

j) This section shall survive any Termination of the Contract or the Expiration of its term.

5) Travel

For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State Employee Reimbursement Regulations document as such policy may be updated or amended periodically, and as found in the following references:

- a) <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
- b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, the Department shall provide hard copies of such documents to the Contractor upon request.

6) Software, Computer Equipment and Programs

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and off-site storage activities, and
- c) all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

7) Contractor Changes and Assignments

In addition to the applicable provisions of **Part II, Section D** of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.
- b) In addition to the requirements of **Part II, Section D** of this Contract, the Department's determination shall also include whether the Department shall:
 - i) approve of the changes and contract with the entity which results from the proposed changes, or
 - ii) terminate the Contract under applicable provisions of this Contract.

8) **Cultural Competence**

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services,
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor shall:
 - i) actively recruit applicants from the minority populations served,
 - ii) include cultural competency criteria in the evaluation of applicants, and
 - iii) assign a higher value to the cultural competency criteria for those applicants from the minority populations served,
- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- i) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

9) **Respect and Dignity**

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:
 - i) adequate waiting areas for clients, including sufficient seating,
 - ii) adequate staff for the timely provision of contracted services,
 - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,
 - iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
 - v) client service that is responsive, positive and respectful.
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this **Subsection**.

10) **Client Satisfaction**

The Contractor shall establish and maintain an effective process:

- a) for a client to make complaints or raise concerns about services he/she has received under this Contract, which were provided by the Contractor,
- b) to address and resolve such complaints or concerns, and
- c) which includes collaboration by the Contractor with Department representatives to discuss steps to achieve client satisfaction with services rendered under this Contract.

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Subsection A.2**Oral Health – SEAL CTI****1) Definitions:**

In addition to the definitions in **Part II, Section A** of this Contract, the following definitions shall apply:

- a) **Connecticut Dental Health Partnership (“CTDHP”)** – is a dental plan for the HUSKY Health Program. The CTDHP manages all of the dental health care services provided in the HUSKY Health program. The HUSKY Health Program is the State of Connecticut public health coverage program for eligible children, parents, relative caregivers, senior citizens, individuals with disabilities, adults without children, and pregnant women within the income guidelines. The Department administers the HUSKY dental benefits on behalf of the Department of Social Services (“DSS”).
- b) **Connecticut Dental Sealant Advisory (“CDSA”)** – is a statewide advisory committee that includes representation from state agencies, health care plans, hospitals, and community-based organizations, which supports the Department in decision-making and project guidance, on matters which relate to school-based and linked dental programs. CDSA meets quarterly.
- c) **Dental Caries** - is a chronic, progressive, cumulative, infectious disease process that leads to tooth decay (cavities), nerve destruction in the tooth, tooth loss, abscess and systemic infection. The single most common chronic disease of childhood, occurring five (5) to eight (8) times as frequently as asthma.
- d) **Dental Hygienist** - is the staff person responsible for coordinating oral screenings and dental sealant activities, data collections, and dental sealant program data entry.
- e) **Dental Sealant** - is a plastic coating bonded to susceptible tooth surfaces. Dental sealants have been approved for use for over forty (40) years, and are recommended by professional health associations and public health agencies. First permanent molars erupt into the mouth at about age six (6) years of age; placing sealants on these teeth shortly after their eruption protects them from the development of dental caries in areas of the teeth where food and bacteria are retained. Dental sealants are a proven safe and cost-effective intervention for dental caries prevention.
- f) **Emergency Services Plan (“ESP”)** - is a comprehensive referral and follow-up care plan to provide emergency dental services for children referred through the SBSP funded program defined below. An ESP includes a Memorandum of Understanding (“MOU”), Contract, or similar agreement with a Federally Qualified Health Center (“FQHC”), community clinic, dental school, or other dental provider that demonstrates a commitment to provide emergency dental services for children referred through the SBSP. Emergency dental services should be available within a 20 mile radius of the school(s). If no other option is available for the child to receive emergent care, the ESP can include a referral process to the CTDHP Care Coordination system for children who are participants in the Connecticut Medicaid/Children’s Health Insurance (“CHIP”) Program.
- g) **Federal Free and Reduced Meal Program (“FARM”)** - is a federally assisted meal program operating in public and nonprofit private schools and residential child care institutions, also referred to as the National Student Lunch Program (“NSLP”). The FARM program provides free or cost-reduced nutritionally balanced lunches to eligible children each school day.
- h) **Office of Oral Health (“OOH”)** - is housed within the Public Health Initiatives Branch (“PHI”), of the Department. The mission of the OOH is to promote oral health, and reduce

oral disease and oral health disparities among Connecticut residents to ensure their overall health and wellbeing.

- i) **Patient Care Plan** – is a document developed after the patient assessment that identifies the diagnosis, objectives, interventions, and time frame for evaluation.
- j) **Program Coordinator** - is the staff person responsible for all coordination of the SEAL CT! Program (“SBSP”) defined below, including scheduling dates for the Mobile Dental Hygienists to be at the schools providing services; verifying patient information to determine eligibility to receive dental sealants based on insurance frequency when applicable; referring patients to Access to Care Program when insurance is needed.
- k) **Sealant Efficiency Assessment for Local and States (“SEALS”)** – is a web-based dental sealant data collection site designed by the CDC to collect data about dental sealant programs including dental health information, cost, and logistics; to evaluate programs/events; provide data for internal program management and evaluation; to evaluate practices; provide data across programs to develop “best practices” (i.e. target age, delivery strategy, etc.); to provide support for funding justifications and document success; and return-on-investment.
- l) **SEAL CT! Program (“SBSP”)** - is a U.S. Centers for Disease Control and Prevention (“CDC”), defined below, funded program administered by the Department that funds the enhancement of school-based dental sealant programs in dental health professional shortage area and schools with 50% or greater Free and Reduced Lunch Program (“FRLP”) participation and administers the CDSA.
- m) **SEAL CT! Program Data** – is data that includes child and event level variables as determined by the SBSP, and required by CDC grant DP18-1810 to allow school-based dental sealant programs to capture sealant program data use in a form that allows the collection of data including, but not limited to dental health information, cost, and logistics; to evaluate programs and events; provide data for internal program management and evaluation; to evaluate practices; provide data across programs to develop “best practices” (i.e. target age, delivery strategy); to provide support for funding justifications and document success; and return-on-investment.
- n) **SEAL CT! Program Data Variables Excel Workbook** – is a workbook that uses child and event level variables as determined by SBSP and CDC DP18-1810 to allow school-based dental sealant programs to capture dental sealant program data use in a form that allows the collection of data including, but not limited to dental health information, cost, and logistics; to evaluate programs/events; provide data for internal program management and evaluation; to evaluate practices; provide data across programs to develop “best practices” (i.e. target age, delivery strategy); to provide support for funding justifications and document success; and return-on-investment.
- o) **The U.S. Centers for Disease Control and Prevention (“CDC”)** - is within the U.S. Department of Health and Human Services (“HHS”); HHS’s Division of Oral Health (“DOH”) works to improve the oral health of the nation and reduce inequalities in oral health by:
 - i) helping states improve their oral health programs;
 - ii) extending the use of proven strategies to prevent oral disease;
 - iii) encouraging the effective use of fluoride products and community water fluoridation;
 - iv) promoting greater use of school-based and –linked dental sealant programs;

- v) enhancing efforts to monitor oral diseases, such as dental caries (tooth decay) and periodontal infections (gum disease); and
- vi) contributing to the scientific knowledge-based regarding oral health and disease, and guiding infection control in dentistry. (See <http://www.cdc.gov/OralHealth/index.htm> as this may be revised or updated from time to time.)

2) Description of Services:

As more particularly described below, the Contractor shall use funding provided under this Contract to conduct the SBSP and assist the Department to expand or enhance dental sealant delivery systems in Connecticut schools, and provide data on school-based dental sealant activities, using the following criteria:

- a) The priority for the use of funds shall be the coordination of oral screenings and dental sealant placements; the purchase of dental supplies and equipment related to the delivery of oral screenings and dental sealants; and the data collection and reporting on clients in Connecticut high schools.
- b) The expansion or enhancement of dental sealant delivery must be in Connecticut schools with fifty percent (50%) or more student participation in FARMS.

3) Contractor Responsibilities:

a) Data Collection:

The Contractor shall:

- i) Collect and report to the Department dental sealant data on all the clients provided with oral screenings and dental sealants in all schools with dental activities, utilizing the data collection website SEALS or the SEAL CT! Data Variables Excel Workbook provided by the Department;
- ii) Report data to the Department by January 15, 2020, May 15, 2020 and September 15, 2020, pursuant to the reporting requirements in Part I, Section A, Subsection A.1(2)(b) of this Contract; and
- iii) Adjust incomplete, incorrect, inaccurate or irrelevant parts of the submitted dental sealant data or SEALS entries as directed by the Department.

b) Required Meetings and Trainings:

The Contractor shall:

- i) Assign the Program Coordinator or designee to participate in at least three (3) of the Department's OOH CT Dental Sealant Advisory meetings and one (1) workshop in person or by phone;
- ii) Attend all SBSP Contractor meetings (either in person or via conference call). Meetings shall be scheduled at the discretion of the Department;
- iii) Participate in training sessions and technical assistance at the discretion of the Department, to utilize the SEALS website or SEAL CT! Data Variables Excel Workbook; and
- iv) Require that all school-based dental program staff complete the Maternal & Child Health ("MCH") Oral Health Resource organization SBSP Modules Training available at <https://www.mchoralhealth.org/>, as periodically amended, within thirty (30) days of Contract execution, except for staff that have completed the training during the previous SEAL CT! Program Contract period. Dental program staff

hired after Contract execution shall complete said training modules within the first thirty (30) days of hire.

c) Care Provision and Standards:

The Contractor shall:

- i) Update the ESP by October 31, 2019 and provide a copy of it to the Department for approval upon request;
- ii) Provide SBSP services that include, but are not limited to the following:
 - 1) Coordinate meetings with parents, nurses, and administrative staff at each school to develop the most efficient system for completing the SBSP activities;
 - 2) Present the SBSP to school administration and staff at monthly meetings;
 - 3) Distribute dental sealant brochures to clients, school staff and administration;
 - 4) Send home and collect permission forms for clients;
 - 5) Print and hang up dental sealant posters in schools;
 - 6) Work with school administrations to schedule and conduct dental assessments, dental sealant placements, and educational sessions on oral hygiene with clients;
 - 7) Send home written description of services performed; and
 - 8) Collate the collected dental sealant data.
- iii) Document referrals using a Patient Care Plan containing the name(s) of dental providers or facilities for needed dental services beyond those provided by the SBSP, such as urgent care, annual dental exam or, restorative dental care. Submit Patient Care Plans to the Department upon request;
- iv) Provide to the Department, number of referrals from screenings and names of the dental providers, upon the Department's request;
- v) When applying dental sealants to clients under this Contract, use American Dental Association ("ADA") approved dental sealant material containing ten percent (10%) or less of filler; and apply it according to manufacturer's specifications;
- vi) Complete dental sealant retention checks nine to fifteen (9-15) months after sealant placement, check the dental sealant and provide the Department with data related to dental sealant retention checks; and
- vii) Maintain professional standards as outlined in the State of Connecticut Dental and Dental Hygiene Practice Acts. (See [https://www.csda.com/for-professionals/regulations-\(state-federal\)](https://www.csda.com/for-professionals/regulations-(state-federal)) as this may be revised or updated from time to time.)

d) Other Requirements:

The Contractor shall:

- i) Conduct all services within the State of Connecticut; and
- ii) Receive approval from the Department prior to placing the SBSP logo on any brochures, forms, etc. that are provided to schools, parents and students. The logo will be provided by the Department upon request.

e) The Contractor shall not use funds for the following:

- i) Any costs that do not support the coordination of the delivery of oral screenings and dental sealants, collection of data related to oral screenings, dentals sealants, the CDSA, and reporting. For example, prophylaxis, fluoride varnish, dental exam, and radiography, (including professional staff compensation to perform these services and staff coordination for these services.);
- ii) Fluoride varnish applications are highly recommended, however funds may not be budgeted for these treatments;
- iii) Loupes or custom safety glasses;
- iv) Volunteers and volunteer gifts;
- v) DIAGNODENT or similar caries detection device;
- vi) Prophy jet equipment and prophy jet supplies; and
- vii) Food or drink.

f) Program Outcomes

The Contractor shall implement the Program and services described herein to result in the following outcomes on behalf of clients. Outcomes shall be measured using reports provided to the Department, in accordance with the reporting requirements in Part I, Section A., Subsection A.1(2). The Department reserves the right to request data for additional measures, as deemed necessary by the Department.

Outcomes	Measures
Decrease the number of untreated tooth decay among the clients in schools with ≥ 50% FARMS.	5% reduction of untreated tooth decay among the clients in the schools with ≥ 50% FARMS in the funding period.
Increase the number of clients in schools with ≥ 50% FARMS that receive at least one (1) or more dental sealants on a permanent molar through SBSPs.	5% Increase in the number of clients in schools with ≥ 50% FARMS that receive at least one (1) or more dental sealants on a permanent molar through SBSPs in the funding period.

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SECTION B**Budget****Funding Period: 1 2019-09-17 2020-08-31****Approver: DPH-Edwards Cassandra****Approval Date & Time: 2019-07-29T15:53:31-0400**

Account Number and Description	SID	Oral HLTH	Total Budget
Budget Amount			
4000 INCOME		36,000.00	36,000.00
- 4100 CONTRACT FUNDING		36,000.00	36,000.00
- 4102 Federal/Other Funds	22926	18,000.00	18,000.00
- 4102 Federal/Other Funds	22926	18,000.00	18,000.00
5000 DIRECT EXPENSES		36,000.00	36,000.00
- 5100 SALARIES		15,201.97	15,201.97
- 5101 Staff Salaries & Wages		15,201.97	15,201.97
- 5600 MATERIALS AND SUPPLIES		20,798.03	20,798.03
- 5602 Lab & Medical Supplies		5,142.14	5,142.14
- 5603 Equipment (Less than \$5,000)		15,655.89	15,655.89
Budget Total			
INCOME / EXPENSE SUMMARY			
- TOTAL INCOME		36,000.00	36,000.00
- TOTAL EXPENSES		36,000.00	36,000.00
- EXCESS / SHORTAGE		0	0
CONTRACT MANAGEMENT INFO			
- CONTRACT FUNDING PERCENTAGE		100	100
- A&G PERCENTAGE		0	0

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PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
 2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
 3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
 4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 5. **“Client”** shall mean a recipient of the Contractor’s Services.
 6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
 7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
 8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
 9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical

representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

4. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services,

performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (“HHS/OIG”) Excluded Parties list and the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State’s Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor’s and Contractor’s Parties’ plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours’ notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties’ Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
 - (b) Leases for equipment, vehicles or household furnishings;
 - (c) Mortgages, loans and working capital loans; and
 - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall

not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

- 10. Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
- 11. Indemnification.**
- (a)** The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor’s bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, “Goods” means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
 - (b)** The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (c)** The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (d)** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (e)** This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

- 12. Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
 - (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - (c) **Professional Liability.** \$1,000,000 limit of liability, if applicable; and/or
 - (d) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed 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 Contractor 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.
 - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
- 15. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- 16. Representations and Warranties. Contractor shall:**
- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
- 17. Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
- 18. Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
- 19. Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar

character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (d) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
- 20. Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
- 21. Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
- (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
- (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the

Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;

- (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
 - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
 - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this

Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to

and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
 - (f) Definitions.
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

- (7)** Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8)** Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9)** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10)** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11)** Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12)** Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13)** Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14)** In the event that an Individual requests that the Business Associate

 - (A)** restrict disclosures of PHI;
 - (B)** provide an accounting of disclosures of the Individual's PHI;
 - (C)** provide a copy of the Individual's PHI in an electronic health record; or
 - (D)** amend PHI in the Individual's designated record set

the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.

- (15)** Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A)** the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B)** the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16)** Obligations in the Event of a Breach.
- (A)** The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B)** Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C)** The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

- 5.** Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D)** If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E)** If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F)** Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (G)** Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h)** Permitted Uses and Disclosure by Business Associate.
- (1)** General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2)** Specific Use and Disclosure Provisions
- (A)** Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B)** Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances

from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C)** Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i)** Obligations of Covered Entity.
- (1)** Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2)** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3)** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j)** Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k)** Term and Termination.
- (1)** Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2)** Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (A)** Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- (B)** Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
- (C)** If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3)** Effect of Termination.

- (A)** Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B)** In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (I)** Miscellaneous Sections.
- (1)** Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2)** Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3)** Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4)** Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5)** Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6)** Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- (6) “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
- (9) “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (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, status as a veteran, 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 ensure 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, status as a veteran, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. §46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

- 8. Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of

employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and 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 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 Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

9. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 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 Contract expressly acknowledges receipt of the State Elections 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

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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 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

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/sec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

Contractor: **New Haven City School District**

Contract Period: **September 17, 2019** through **August 30, 2020**

Name of DPH Contact Person: **Cassandra Edwards**, Contracts Management Unit

DPH Contract Log: **#2020-0027**

Certification Regarding Lobbying Activities

The undersigned certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL. "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification(1. and 2. above) be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under federal grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Contractor Authorized Signature

Date

Darnell Goldson, President Board of Education

Typed Name and Title

NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED TO THE DPH INDIVIDUAL DESIGNATED BEFORE A CONTRACT INCLUDING FEDERAL FUNDS WILL BE EXECUTED.

Rev. 5/25/2011

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action

- a. bid/offer/application
b. initial award
c. post award

3. Report Type

- a. initial filing
b. material change
for material change only
year quarter
date of last report

4. Name and Address of Reporting Entity:

Prime Subawardee Tier, if known:

Congressional District, if known:

6. Federal Department/Agency:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Address lines for subawardee

Congressional District, if known:

7. Federal Program Name/Description:

Program name and description lines

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, (if Known):

\$

10. a. Name and Address of Lobbying Entity (of individual, last name, first name, MI):

Name and address lines for lobbying entity

10. b. Individuals Performing Services (including address of different from No.10a) (last name, first name, MI):

Name and address lines for individuals

(attach Continuation Sheet(s) SF-LLL-A if necessary)

11. Amount of Payment (check all that apply): \$ actual planned

13. Type of Payment (check all that apply):

12. Form of Payment (check all that apply):

- a. Cash
b. in-kind; specify: nature value

- a. retainer
b. one-time fee
c. commission
d. deferred
e. other, specify

14. Brief Description of Services Performed or to be Performed or to be performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Federal Use Only

Signature:

Print Name: Darnell Goldson

Title: President, Board of Ed NHPS

Telephone#: Date:

Original Contract (#2020-0027)
 Amendment # _____
(For Internal Use Only)

SIGNATURES AND APPROVAL

The Contractor IS or IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

Contractor

New Haven City School District

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

Darnell Goldson, President Board of Education

(Typed/Printed Name and Title of Authorized Official)

Agency

Connecticut Department of Public Health

Agency Name

Signature (Authorized Official)

Date

Heather Aaron, MPH, LNHA , Deputy Commissioner

(Typed/Printed Name and Title of Authorized Official)

Connecticut Attorney General (Approved as to form)

Signature (Authorized Official)

Date

Typed/Printed Name and Title of Authorized Official



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glynis King Harrell
Re: Center for Pediatric Therapy
Meeting Date:

Executive Summary/ Statement:

Center for Pediatric Therapy will provide speech & language services to communicatively impaired students throughout the district.

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

\$96,190.64, Agreement Amount; \$528.52, Daily Rate; \$81.31, 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.

CONTRACTOR ASSESSMENT

Vendor Name Center for Pediatric Therapy

Project Description Speech and Language Pathologist

Evaluator Dr. Glynis King Harrell Date 5/31/2019

	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

AGREEMENT

By And Between

The New Haven Board of Education

AND

Center for Pediatric Therapy

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, **Center for Pediatric Therapy** located at, **55 Walls Drive, Suite 204, Fairfield, CT 06824** (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ **528.52** per day, hour or session, for a total of 182 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **Ninety Six Thousand One Hundred Ninety Dollars and Sixty Four Cents (\$96,190.64)**. 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 Program** of the New Haven Board of Education, **Account Number: 2504-5034-56903** 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.

Diane Kacin
Contractor Signature

President
New Haven Board of Education

8/27/19
Date

Date

Diane Kacin, Business Manager
Contractor Printed Name & Title

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Zakia Parrish
Date: September 3, 2019
Re: Seymour Ambulance Association Contract
Proposed Meeting Date: September 16, 2019

Executive Summary/ Statement:

Approval is requested for an agreement by and between the New Haven Board of Education/Hill Regional Career High School and Seymour Ambulance Association to provide EMT/EMR/CPR instruction/training/exam preparation for a total of 63 students at Hill Regional Career High School

Amount of Agreement and the Daily, Hourly or per Session Cost: Maximum of \$40,000.00 (\$242.42 per day for 165 days)

Funding Source & Account #: Hill Regional Career Interdistrict Magnet 27043363 56694

Key Questions:

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

By preparing students to succeed in the next stage of education, career and life by offering unique skills/certification prior to graduation in the medical careers.

2. What specific need will this contractor address?

EMT/EMR/CPR Instruction/Training/Exam Prep to fulfill a section of one of the medical career pathway options (part of the magnet theme at Hill Regional Career High School).

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

Sole Source for all services together.

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

EMT/EMR/CPR Certified Instruction to students at Hill Regional Career High School

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

New

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

The course will be evaluated based by the outcome of the EMR exam scores, the State of CT Practical Exam and the grades earned by the students taking the course.

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

This is not a professional development program

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

This agreement is fiscally sound in that the EMT course alone is regularly \$850.00 (20 students enrolled) and the EMR is regularly \$450.00 (43 students enrolled) CPR course on its own would be \$100 per person (63 students enrolled) which would make the total cost \$42,650.00. Most EMT Courses alone are between \$950 - \$1,100. This course will offer benefit the students by offering much more instruction time than the typical course at yearly rate of \$40,000.00 and a per diem rate of approximately \$242.00 per day.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Seymour Ambulance Association

FOR DEPARTMENT/PROGRAM:
Hill Regional Career High School

- This Agreement entered into on the 23rd day of September, 2019, effective the 24th day of September, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Seymour Ambulance Association located at, 4 Wakeley Street, Seymour, CT 06483 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$242.42 per day, for a total of 165 days.

The maximum amount the contractor shall be paid under this agreement: Forty Thousand Dollars (\$40,000.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Hill Regional Career High School Interdistrict Magnet Program of the New Haven Board of Education, **Account Number:** 270-43363-56694
Location Code: 063.

This agreement shall remain in effect from 9/24/2019 to 6/30/2020.

SCOPE OF SERVICE: The Contractor will provide the Board a certified EMT/EMR/CPR Instructor for 165 days to teach a total of 63 students in the area of EMT for 20 Students and EMR for 43 Students to include CPR Certification and Hazard Material Awareness for all 63 Students. The Contractor will prepare students to take the State EMR exam along with preparation for the students to take the State of CT Practical Exam and the National Registry Written Test. The Contractor will be responsible for completing all state approved paperwork for EMT, EMR and CPR cards and other paperwork necessary for the course. The contractor will be responsible for all grading in the Powerschool grading program. The evidence of success of the services provided by the Contractor will be the results of the EMR Exam, the State of CT Practical Exam, the National Registry written test and the grades earned by the students taking the course. The course will be taught at Hill Regional Career High School, 140 Legion Avenue, New Haven, CT 06519 for \$242.42 per day for 165 days for a total of \$40,000.00 per year. This cost includes travel.

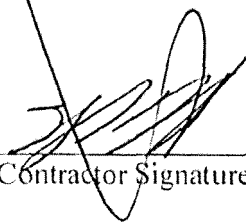
Exhibit A: Scope of Service: Attached

Exhibit B: Student Data and Privacy Agreement: Attached

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

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

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



Contractor Signature

President
New Haven Board of Education

9/6/19

Date

Date

Revised: 10/2/18

Scope of Service

EMT Training Exhibit A

Course Structure

Emergency Medical Technician students will learn to provide out of hospital emergency medical care and transportation for critical and emergent patients who access the emergency medical services (EMS) system. EMT students will learn basic knowledge and skills necessary to stabilize and safely transport patients ranging from non-emergency and routine medical transports to life threatening emergencies. Emergency Medical Technicians function as part of a comprehensive EMS response system, under medical oversight. Emergency Medical Technician students will learn to perform interventions with the basic equipment typically found on an ambulance. Emergency Medical Technicians are a critical link between the scene of an emergency and the health care system.

The student must successfully pass the EMT course, exam, and skills testing in order to qualify to subsequently take the CT State EMT Psychomotor Skills exam and National Registry EMT certification exam.

Tuition - \$40,000.00

Student Learning Outcomes

Course Objectives:

1. Describe the roles of EMS in the health care system.
2. Demonstrate the professional attributes expected of EMT-B's.
3. Perform the roles and responsibilities of an EMT-B with regard to personal safety and wellness, as well as the safety of others as outlined in the objectives in the course text.
4. Perform the duties of an EMT-B with regard for medical-legal and ethical issues, including functioning under medical direction and within the scope of practice as outlined in the course text.
5. Apply principles of anatomy, physiology, pathophysiology, and life-span development, and therapeutic communications to the assessment and management of patients as outlined in the course text.
6. Identify the need for and perform immediately life-saving interventions to manage a patient's airway, breathing, and circulation.
7. Assess and manage patients of all ages with a variety of complaints, medical conditions and traumatic injuries.

1. Apply principles of emergency medical services operations, including considerations in ambulance and air medical transportation, multiple casualty incidents, gaining access to and extricating patients, hazardous materials incidents, and responding to situations involving weapons of mass destruction.

Terminal Objectives:

At the completion of the EMT program, the EMT graduate will demonstrate competency in the following areas:

1. Be able to safely manage the scene of an emergency.
2. Apply the basic concepts of development, pathophysiology and pharmacology to assessment and management of emergency patients.
3. Establish and/ or maintain a patent airway, oxygenate, and ventilate a patient.
4. Integrate pathophysiological principles and assessment findings to formulate a field impression and implement the treatment plan for the trauma patient, the medical patient, neonatal patients, pediatric patients, and geriatric patients, diverse patient populations and patients with common complaints.
5. Take a proper history and perform a comprehensive physical exam on any patient, and communicate the findings to others.
6. Be able to properly administer medications within the EMT scope of practice.
7. Be able to communicate effectively with patients, hospital staff, dispatch, and other professionals in the field.
8. Understand the roles and responsibilities of an EMT within an EMS system.



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

KYLE KELLEY

61 New St, Seymour, Ct 06483 ♦ 203-996-3214 ♦ kelley_kyle1985@yahoo.com

SUMMARY

14+ years Emergency Medical Service, Public Safety and Communications experience both volunteer and professional. Experienced in working with local and federal agencies as well as community departments in and around the greater Naugatuck valley area. Proven ability and leadership in difficult - high stress situations including large scale incidents.

SKILLS

Team Building	Policy and program development
Knowledgeable in CT EMS and Healthcare	Education and Training
Planning, Execution and Organization	Communication
Understanding of SEMS operations, goals and values	Dedication

WORK HISTORY

Sikorsky Aircraft Cooperation – Stratford, CT
Security Officer (Assistant Training Coordinator), 12/2009 to Present

Uphold a high level of vigilance while maintaining safety and security for all Sikorsky employees, guests and property.

- Conduct random person, property and vehicle inspections.
- Responsible for controlling access to all Sikorsky properties and facilities.
- Respond to security, medical and fire related incidents on and off main campus.
- Support numerous Executive Protection details, domestic and abroad and additional security related details
- Create, direct and assist with department training requirements and directives.
- Ensure all certifications, licenses and required training for the department and officers are maintained.
- Assign and assist instructors with various assignments and training including enterprise required training, EMT, CPR, aircraft mishap drills, active shooter response and non-lethal and lethal weapons.
- Maintain High level U.S. Government Clearance.

Seymour Ambulance Association – Seymour, CT
Deputy Chief/Operations Supervisor, 12/2007 to 12/2009

Assist the Executive Director as needed and oversee volunteers, training, and day-to-day operations.

- Primary ambulance coverage Monday - Friday 6a.m.-6p.m. Additional evening, overnights, weekends and holidays coverage as needed.
- Q/A patient care reports and conduct remediation as needed.
- Review, complete and submit weekly transport billing information for processing.

KYLE KELLEY

61 New St, Seymour, Ct 06483 ♦ 203-996-3214 ♦ kelley_kyle1985@yahoo.com

- Assist with annual department and town budget creation and compliance.
- Responsible for department scheduling including 24 hours a day, 7 days a week ambulance coverage, standbys and special events.
- Work closely with 25+ volunteers including 4 officers to maintain a safe and professional atmosphere in and outside of the organization.
- Training, evaluation, recruitment and retention.
- Implemented necessary changes based on evaluation of staffing requirements and call volume.
- Maintained regular operations during the time of executive directors 2-3 month medical leave (2008).
- Introduction and implementation of electronic patient care reports.

Emergency Medical Technician/Dispatcher, 2004 to 2008 *Campion Ambulance Service – Waterbury, CT*

Respond to emergency and non-emergency calls and provide efficient and immediate care to the critically ill and injured, and to transport patients to an appropriate medical facility.

- Administer basic life support to patients at the scene, and during transport.
- Assess the nature and extent of injury or illness to establish and prioritize medical procedures to be followed.
- Routine maintenance on assigned ambulance.
- Complete patient care reports at the completion of calls.
- Perform emergency medical dispatch for approximately 50% of city EMS calls.
- Determine and assign the level of priority of EMS calls.
- Utilize computer-aided dispatch for dispatch and records

E911 Dispatcher, 10/2002 to Present *Northwest CT Public Safety Comm. Center – Prospect/Waterbury, CT*

Provide communication and support to police, fire and medical agencies. Have a rapid and accurate sense of call interpretation and decision making during stressful situations in order to process multiple calls.

- Dispatch appropriate Fire, EMS and Police services and provide ambulance to hospital communication for 25+ towns/ cities and 6 area hospitals
- Determine and assign the level of priority of calls and enter the data into a computer-aided dispatch system for radio dispatch purposes
- Receive and respond to a variety of emergency and non-emergency calls for service
- Identify appropriate number and type of equipment or apparatus to dispatch
- Enters and modifies information into local, state and national computer databases

KYLE KELLEY

61 New St, Seymour, Ct 06483 ♦ 203-996-3214 ♦ kelley_kyle1985@yahoo.com

EDUCATION

Seymour Ambulance Association – Seymour, CT

Emergency Medical Technician (State of CT) 2002

Platt RVTS High School - Milford, CT

High School Diploma (Manufacturing Technology) 2003

Yale New Haven Sponsor Hospital – New Haven, CT

Emergency Medical Technician – Paramedic (2005 incomplete)

Central Connecticut State University - New Britain, CT

Emergency Medical Service Instructor (State of CT) 2013

Charter Oak State College - New Britain, CT

Bachelors of Science: Public Safety Administration (currently enrolled since 2015)

CERTIFICATIONS

Emergency Medical Technician – State of CT

Emergency Medical Services Instructor – State of CT

American Heart Association CPR Instructor

ICS100, ICS200, ICS300, ICS700, ICS800

IED Counterterrorism awareness

DHS Bomb Threat management

FEMA certified Public Information Officer

CEVO III

Telecommunicator - State of CT

Emergency Medical Dispatch Advanced

Baton, OC Spray (Oleoresin Capsicum) and Handcuffing

VOLUNTEER ACTIVITY

Habitat for Humanity

Seymour Fire Dept. Jr. Corps.

Seymour Fire Dept. 2008/Present

Seymour Ambulance Association - 2001/Present 1st Lieutenant 2005-2006

Oxford Ambulance Association - 2001/Present 1st Lieutenant 2004-2005, Board Of Directors (president) 2005-2008, Captain 2006-2008

CT Special Olympics

Relay for Life

Town of Seymour Local Emergency Planning Committee - 2008/Present

Town of Seymour Emergency Management

Town of Seymour Communications Commission - 2008/Present



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: NHPS Finance and Operations Committee
From: Lynn M. Brantley, Supervisor of Literacy
Re: Area Cooperative Educational Services
Meeting Date: September 16, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and Aces for technical assistance and support to server and web based technology: Achieve 3000, Lexia, READ 180, System 44, Reading and Math Inventory, resolving all hardware and software issues for the personalized learning, interventions and universal testing platforms.

Additionally, this year will be utilized to assess the need of creating a NHPS position that will support the present work and adding the long term goals of personalized learning. **Personalized learning** refers to instruction in which the pace of **learning** and the instructional approach are optimized for the needs of each learner. Typically technology is used to try to facilitate **personalized learning** environments. Inclusive of the year's assessment of this work we will incorporate the long term strategy to move toward not only having interventions and assessments run through on-line platforms, but addressing other forms of learning for students requiring any modifications and/or credit retrieval options available to ensure that students meet grade level transition markers.

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

Total agreement \$68,040.00
 210 days of service at \$324.00 day/consultant

Funding Source: Priority Schools Program Account Number: 2579-5319-56694 (pending receipt of funds)

Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals: This service is aligned with the District Plan for academics. The provider will support, coach and provide technical assistance in the early literacy, universals screens mandated by SDE for the **Reading and Math Inventory**. This provider will broaden their work to support Research, Assessment and Evaluation for the 2019-2020 SY. This work will include expanding the possibilities in personalized learning and supporting data reports to SDE.
2. What **specific need** will this contractor address? Providing technical support for all universal screens that require adaptive software (Reading Inventory and Math Inventory). This technical support encompasses running reports that are required for software utilization reports provided at no cost from HMH. These reports should be a base for monitoring



NEW HAVEN PUBLIC SCHOOLS

effectiveness at both school level and district level. These reports also aid in analyze the outcomes for students on yearly growth measures and provide some predictability on the successful in Smarter Balanced and College Board testing such as PSAT/SAT. The support will also be inclusive of maintaining all hardware, student software and teacher data bases.

3. **Contractor selection:** As our Regional Educational Service Center ACES has provided this service for a number of years. This work is a specific skill set to the adaptive programming used for personalized learning across the District in grades 3-12.
4. What **specific skill set** does this contractor bring to the project? Knowledge of student software in all adaptive programs provided which at times involves being on site to recreate technical issues while interfacing with the company in order for the student to successfully proceed in their programming.
5. Is this a **new or continuation service**? **If a continuation service:** a) Cost has increased by \$3,040.00.00 which is in result of a \$24.00 daily increase. b) What would an alternative contractor cost? N/A
6. **Evidence of Effectiveness:** How will the contractor's performance be evaluated? ACES serves as our RESCs support for instructional components to CT school districts. ACES delivers community based education and training which adds to the quality in equity of schools throughout the state. RESCs are poised to serve their districts with timely, relevant, tailored and cost-effective services. All work orders are placed in a tracking system to enable us to evaluate the timeliness and effectiveness of the services for our platforms. This service provider has proven to not only be timely, but has gone above the requests to ensuring job embedded troubleshooting for all staff members utilizing the on-line platforms.
7. **If the service is a professional development program, can the training be provided internally, by district staff?** If not, why not? At this time the IT dept. does not have the expertise in these adaptive programming including the testing platforms, but most of all they do not have the manpower, being down three people, to take this on in addition to their scope and sequence. This provider however does augment the IT dept. by servicing hardware that is outside of the adaptive programming in these support classes.
8. **Why do you believe this agreement is fiscally sound?** This contract is found to be fiscally sound because it alleviates the district for support packages for each platform, along with lessening the costs for data management for each platform. The District provides schools with four adaptive software platforms at this time and may move to expand with Personalized Learning being a strategic goal, which will in turn grow the cost per student. Also, this service allows us autonomy over the data along with providing services to keep all intervention adaptive programming available and sustained for the K-8 and HS buildings.

AGREEMENT

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

FOR DEPARTMENT/PROGRAM:

Literacy Department

This Agreement entered into on the 16th day of September, 2019 effective (no sooner than the day after Board of Education Approval), the 16th day of September, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, ACES located at 350 State Street, Hamden, CT 06437 (herein referred to as the “Contractor”).

SCOPE OF SERVICE: Technical assistance and support to server and web-based classroom technology; Achieve 3000, System 44, READ 180, Reading and Math Inventory through HMH, resolving all hardware and software issues pertaining to these interventions and universal testing platforms. Provide workshops and in-service for teachers in basics through advanced technology skills development pertaining to technical implementation. **Additionally the training will expand to personalized learning platforms chosen by the NHPS and support on report delivery for the SDE early learning assessments.**

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$324.00 daily for 210 days, total **\$68,040.00**. The maximum amount the contractor shall be paid under this agreement: Sixty five thousand dollars (\$68,040.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

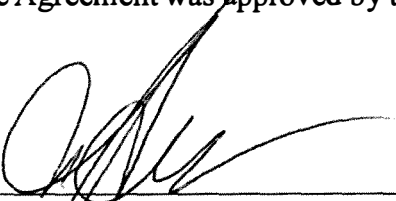
Fiscal support for this Agreement shall be by Priority Schools **Program** of the New Haven Board of Education, **Account Number:** 2579-5319-56694 (pending receipt of funds)

This agreement shall remain in effect from September 16, 2019 to June 30, 2020.

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

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



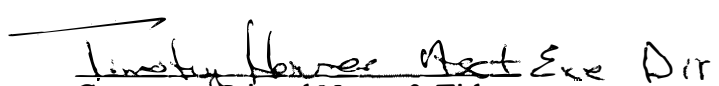
Contractor Signature

President
New Haven Board of Education

9/18/19

Date

Date



Contractor Printed Name & Title

Revised: 5/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



Memorandum

To: NHPS Finance and Operations Committee
From: Wexler-Grant Community School
Re: ConnCAT
Meeting Date: July 19, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and ConnCAT. Based on the conversations with Wexler-Grant and New Haven leadership; ConnCAT will implement Youth Arts Programming. ConnCAT Youth Arts Programming is based on providing solutions for students who are at risk of dropping out of school, as identified by such markers as: poor attendance, under credit, under grade level, academic skills basic or below and who have high incidence of behavioral problems. Though we do not serve this population exclusively, we work with community partners to identify students who can benefit from our programs. As a part of our agreement ConnCAT, parents, students, and schools share information relevant to carving out a path for academic and personal success. The experiential programs provide youth from Greater New Haven an opportunity to express their learning through the experience of movement, spoken word, digital media, visual arts, photography, and gardening/land cultivation.

The components of the Embedded Day and Afterschool Program have been strategically crafted to enhance academic learning using innovative hands on approaches to the Common Core State Standards. Our course descriptions delineate how each course has been crafted to enrich the teaching and learning that is already happening in classrooms every day. ConnCAT is a partner in the effort to help our students achieve success. This effort requires a collaboration of commitments from schools, parents, students, and after-school providers alike.

Amount of Agreement and the Daily, Hourly or per Session Cost: The following image consists of total expenditures for salaries of Program Manager, After School Instructors, and Homework Helpers.

Embedded School-Day and Afterschool Program Duration – Year 2

- School-Day Academic Support 8:00 a.m. to 11:00 p.m. (3 hours)
- School-Day Enrichment 10:00 a.m. to 1:00 p.m. (3 hours)
- Afterschool Enrichment 4:00 p.m. to 5:30 p.m. (1.5 hours)

	Year 2
Days of Operation	September 23, 2019 – June 19, 2020 <small>*Due to testing there will be no EMBEDDED SCHOOL-DAY programming during the month of May.</small>
# of Days of Operation	140 days
# of AFTERSCHOOL Days of Operation	159
# of Weeks of Operation	30 weeks
Staff Training Days (*indicate 2-hour training; **indicate 3-hour training;	**9/25, **9/26, *10/21, 11/5, 12/20, **1/29, 2/14, 3/31, *4/9, *6/1, 4/13



New Haven School Change

NEW HAVEN PUBLIC SCHOOLS

all others are 1-hour meetings)	6/19 (20 hours of meeting/training)
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Some staff meetings are strategically placed to review end of quarter grades and progress. Input from faculty will be necessary for meaningful trainings/data review.

FAMILY/COMMUNITY ENGAGEMENT

The community engagement component will serve to enrich, empower, and prepare residents for individual and collective success by providing specific and relevant learning opportunities. The four components for community engagement model will be:

- Education and Career Enrichment
- Family and Parenting

Education/ Career

Adult Education - NEDP National External Diploma Program/ GED classes
 ConnCAT has been established as a satellite location for GED and/or National External Diploma classes given ample community interest and enrollment. Information sessions and application process will be accessible at Wexler Grant for enrollment at 4 Science Park.

Family/ Parenting

School Engagement

Participants will learn strategies to support their child(ren)'s education and school experience. Effective ways of communicating with teachers and administrators, the importance of participation in school sponsored events, and supporting positive youth behaviors at home and school are among the topics to be discussed.

Embedded School-Day and Afterschool Program Anticipated Costs

Assumptions:	
Embedded School-Day student participation (Grades 4-8)	300
Number of enrichment classes offered	6
Number of ConnCAT instructors	6
Number of academic supporters	2
Days of programming	140
Hourly rate for instructors	\$26.00
Hourly rate for Academic Supporters	\$15.00
Academic Supporters hours per day	6
Instructor hours per day	6
Expenditures:	
Costs:	
Fixed Costs:	
Wexler Grant Program Manager (salary plus benefits)	
(annual salary) / (12 months) / (2) X (8 program months) =	
(\$66,950) / (12 months) / (2) X (8 program months) = \$22,316	\$22,316.00
<small>*Divide by 2 to reflect half time of professional hours at Wexler Grant</small>	



New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Variable Costs:

School-Day instructors <small>(3 instructors/day X \$26/hr. X 3 hr./day X 140 days) + (5 instructors X \$26/hr. X 20 hrs. PD/events) =</small> (\$32,760) + (\$2,600) = \$35,360	\$35,360.00
Afterschool instructor <small>(1 instructor/day X \$26/hr. X 1.5 hr./day X 159 days) + (1 instructor X \$26/hr. X 20 hrs. PD/events) =</small> (\$6,201) + (\$520) = \$6,721	\$6,721.00
Academic Supporters <small>(2 Academic Supporters X 3 hr./day X \$15/hr. X 114 days) +(2 Academic Supporters X \$15 X 20 hrs. PD/events) =</small> (\$10,170) + (\$600) = \$10,860	\$10,770.00
(A) Program supplies	\$3,655.00
Total Costs:	\$78,822.00

District In-Kind Program Contributions:

- Facilities Access (instruments closet)
- Security staff

- Custodial staff
- Access to administrative equipment/copy and fax machines

(A) Afterschool budget

Item/description and Quantity	Cost	Vendor
Agriculture		
Greenhouse supplies (pvc pipes, etc.)	\$200.00	Home Depot
Graphic Arts		
I-Pad Lease agreement balance	\$3,454.99	Apple / CIT
TOTAL	\$3,654.99	

Funding Source: School Improvement Grant Account Number: 2547-6293-56697-0032

Key Questions:

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

The internal assessment of Wexler Grant School, absent an official audit, aided us in identifying a short list of needs that will be addressed to impact positive change. These are: Improved attendance, Improved standardized test scores, Increased family engagement, Improved community reputation, Increase in technology education, and Increased community collaborations and support.



SCHOOL-DAY EMBEDDED PROGRAMMING DETAILS

ConnCAT will provide on-site school-day embedded programming for up to 300 students in Grades K through 8, five days per week between 10:00 AM and 1:00 PM. ConnCAT will provide academic support and enrichment in Agriculture, Drama, Graphic Arts, Growth Mindset Workshops, and STEM. The academic support and enrichment courses will stimulate student engagement, interdisciplinary connections, as well as support the instructional efforts of the Wexler Grant faculty. ConnCAT will work in collaboration with other community partners and Wexler Grant’s faculty and staff to ensure that these day programs align to and reinforce core instruction delivered during the school day.

Embedded School-Day Program Components

Academic Support

- i. Study and organization Skills
- ii. Teacher referred small group and individual support

Enrichment

- iii. Agriculture
- iv. Drama
- v. Graphic Arts
- vi. Growth Mindset Workshops
- vii. STEM

Program hours of operation – 5 days/week - 8:00 a.m. to 1:00 p.m.

Location of service – On-Site / Wexler Grant Community School

300 participants – grades kindergarten through 8

Academic Support

Participants will work with homework helpers in groups of up to 10 students for homework completion and academic support. Following the academic block students will attend enrichment classes.

- Program hours: 8:00 a.m. - 11:00 a.m. / Monday through Thursday
 - Location of service – on-site
-
- **Study and Organization Skills:** This component of the homework support will be conducted twice per month on Mondays and is comprised of 1.) organization, 2.) time management, and 3.) goal setting. The primary purpose of this component is to create a culture of personal responsibility for academic success. Students will participate in short workshops that help them to develop skills in organization, time management, and goal setting.
 - **Individual and Small Group Support:** Students will receive additional support in class as requested by the teachers in an effort to increase confidence and competence following instruction during independent work time. Students will receive individualized attention and support to complete assignments with specific intention to reduce support and increase independence.

Enrichment

Each enrichment class will be offered three times per week for the duration of the program with the exception of school closures due to holidays, early dismissal, and inclement weather. ConnCAT STEM will be available during instructional class time for the upper grades. All other enrichment classes will be offered primarily as lunch wave sessions. Instrumental Music will be an afterschool offering. The descriptions below identify each enrichment offering.

- Program hours: 10:00 a.m. - 1:00 p.m. / Monday through Friday
- Location of service – on-site
- **Agriculture:** In this enrichment class, ConnCAT staff will teach the basic practice and science of farming using garden beds, including cultivation of soil for the growing of certain seasonal crops and plants/flowers. Students will upgrade current flower beds, plant seasonal edible plants and flowers, build green houses, and beautify Wexler Grant's courtyard area.
- **Drama:** In this enrichment class, ConnCAT staff will teach/introduce conflict resolution techniques by using particular theater practices and real classroom and life scenarios. Students will have many opportunities to practice public speaking, engage in confidence building theater games to reduce anxiety, and perform small vignettes.
- **Graphic Arts:** During this class, ConnCAT staff will introduce graphic art using technology available on Wexler Grant's Apple I-Pads. Students will learn the functions of the I-Pad and navigation panel to create original works of art.
- Enhance and develop their knowledge of technology and become familiar with the Apple I-Pad and its functions, use art as a positive form of expression, and create a digital art exhibit.

2. What specific need will this contractor address?

During the 2018-2019 school year, the focus for the ConnCAT embedded day and extended-day services are identify a short list of needs that should be addressed to impact positive change:

- Improved attendance
- Improved standardized test scores
- Increased family engagement
- Improved community reputation
- Increase in technology education
- Increased community collaborations and support

As a Collaborative Partner ConnCAT have outlined an initial strategy to address some of these items in year one of operation through after-school arts integration and community involvement. Though Common Core State Standards will be one guiding source for arts integration, school curriculum, pacing guides, and grade level SMART goals will be instrumental in the development of specific lessons and activities. School wide collaboration is essential to the success of the ConnCAT After-School model.



CONN-CAT STRATEGIES FOR ADDRESSING TARGET NEEDS

- School-day embedded services are provided to engage and support students
School day program supports classroom instruction based on grade level expectations, teacher reports, and SMART goals. **Teacher input is an essential component of the success of the school day embedded program.** On-going redrafting of lesson plans will be contingent upon grade level areas of weakness as reported by teachers. A collaborative effort among after-school staff, Wexler Grant staff, and Wexler Grant administration will support ConnCAT staff efforts.
- Family and Community are engaged through a variety of services
ConnCAT will engage families and community through the advent of community events and student exhibits at Wexler Grant. These events will serve not only to engage the community, but to improve the public reputation of Wexler Grant while inviting traffic to the neighborhood and facility.
- Improved reputation / increased community collaborations
Through embedded school-day programming and parent engagement the Wexler Grant community will have extensive opportunities to serve the community. The development of partnerships with Dixwell and Newhallville organizations will present means for children and families to serve external entities. The after-school program will promote several opportunities for civic engagement, for example:
 - Harvest from the proposed Wexler Grant Community Garden (to be cultivated in the Wexler Grant Courtyard) can be shared in harvest events with healthy life style events in partnership with Cornel Scott Hill Health Center.
 - Performances, art exhibits, and “game-nights” can be scheduled throughout the year to foster relationship with the residents of the Hannah Gray Home.

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

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

Genevive Walker, COO

Genevive brings to ConnCAT a deep background in education and an abiding commitment to the community. Prior to ConnCAT, she co-developed and facilitated the Youth Initiative Summer Leadership Program of New Haven for seven years. Genevive is a veteran teacher of the New Haven and Hamden Public School systems. Originally from New Haven, Genevive has been a Connecticut resident for over 30 years and is a product of the New Haven Public School System. She earned her Bachelor’s degree from Temple University in Philadelphia, PA and her graduate degree from Columbia University Teachers College in New York, NY. She dedicates her time through service on several boards including Elm City College Prep / Achievement First, Greater New Haven Literacy Coalition, Cold Spring Board of Trustees, and The Arts Council of Greater New Haven.

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? 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: An internal assessment will be used to gauge impact of program.

Brief writing/video reflections

Student testimonials on their personal growth

Parent reflections on child

Teacher reflections on student

Quantitative Data

Academic improvement based off the Assistance of Mentors

Quarter Grade increases, RI test level increases

Statistics

Number of students engaged

In and out of school suspensions

Number of removals from class

Number of growth moments or rewards given

Evaluations:

Students, Parents and Teachers Survey.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? NA
8. Why do you believe this agreement is **fiscally sound**?
ConnCAT's mission and commitment to the people of New Haven provides a seamless opportunity to make greater impact for those most in need of support. This extended day program requires a small group of professionals with some resources to run successfully and smoothly while impacting many students in our community.

AGREEMENT

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

ConnCAT

FOR DEPARTMENT/PROGRAM:

[Wexler-Grant Community School]

This Agreement entered into on the 16th day of September, 2019 effective (no sooner than the day after Board of Education Approval), the 17th day of September, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, ConnCAT located at Connecticut Center for Arts and Technology 4 Science Park, New Haven, CT 06511 (herein referred to as the “Contractor”).

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

SCOPE OF SERVICE:

**DESCRIPTION OF PROPOSED PROGRAM AND SERVICES
SCHOOL-DAY EMBEDDED PROGRAMMING AND FAMILY/COMMUNITY
ENGAGEMENT**

SCHOOL-DAY EMBEDDED PROGRAMMING DETAILS

ConnCAT will provide on-site school-day embedded programming for up to 300 students in Grades K through 8, five days per week between 10:00 AM and 1:00 PM. ConnCAT will provide academic support and enrichment in Agriculture, Drama, Graphic Arts, Growth Mindset Workshops, and STEM. The academic support and enrichment courses will stimulate student engagement, interdisciplinary connections, as well as support the instructional efforts of the Wexler Grant faculty. ConnCAT will work in collaboration with other community partners and Wexler Grant’s faculty and staff to ensure that these day programs align to and reinforce core instruction delivered during the school day.

Embedded School-Day Program Components

- Academic Support
 - Study and organization Skills
 - Teacher referred small group and individual support

- Enrichment
 - Agriculture
 - Drama
 - Graphic Arts
 - Growth Mindset Workshops
 - STEM

Program hours of operation – 5 days/week - 8:00 a.m. to 1:00 p.m.

Location of service – On-Site / Wexler Grant Community School

300 participants – grades kindergarten through 8

Time block	Academic Support	Enrichment Classes
8:00 – 9:00	Classroom Push-In	
9:00 – 10:00	Classroom Push-In	
10:00 - 10:25	Classroom Push-In	Check in/ Classroom Referrals
10:25 – 10:55	Classroom Push-In (to 11 a.m.)	Lunch Wave Sessions
11:10 – 11:40		Lunch Wave Sessions
11:50 – 12:20		Lunch Wave Sessions
12:20 – 1:00		Classroom Referrals/ Check in

Academic Support

Participants will work with homework helpers in groups of up to 10 students for homework completion and academic support. Following the academic block students will attend enrichment classes.

- Program hours: 8:00 a.m. - 11:00 a.m. / Monday through Thursday
- Location of service – on-site

- **Study and Organization Skills:** This component of the homework support will be conducted twice per month on Mondays and is comprised of 1.) organization, 2.) time management, and 3.) goal setting. The primary purpose of this component is to create a culture of personal responsibility for academic success. Students will participate in short workshops that help them to develop skills in organization, time management, and goal setting.
- **Individual and Small Group Support:** Students will receive additional support in class as requested by the teachers in an effort to increase confidence and competence following instruction during independent work time. Students will

receive individualized attention and support to complete assignments with specific intention to reduce support and increase independence.

Enrichment

Each enrichment class will be offered three times per week for the duration of the program with the exception of school closures due to holidays, early dismissal, and inclement weather. ConnCAT STEM will be available during instructional class time for the upper grades. All other enrichment classes will be offered primarily as lunch wave sessions. Instrumental Music will be an afterschool offering. The descriptions below identify each enrichment offering.

- Program hours: 10:00 a.m. - 1:00 p.m. / Monday through Friday
- Location of service - on-site
- **Agriculture:** In this enrichment class, ConnCAT staff will teach the basic practice and science of farming using garden beds, including cultivation of soil for the growing of certain seasonal crops and plants/flowers. Students will upgrade current flower beds, plant seasonal edible plants and flowers, build green houses, and beautify Wexler Grant's courtyard area.
- **Drama:** In this enrichment class, ConnCAT staff will teach/introduce conflict resolution techniques by using particular theater practices and real classroom and life scenarios. Students will have many opportunities to practice public speaking, engage in confidence building theater games to reduce anxiety, and perform small vignettes.
- **Graphic Arts:** During this class, ConnCAT staff will introduce graphic art using technology available on Wexler Grant's Apple I-Pads. Students will learn the functions of the I-Pad and navigation panel to create original works of art.
- Enhance and develop their knowledge of technology and become familiar with the Apple I-Pad and its functions, use art as a positive form of expression, and create a digital art exhibit.
- **Growth Mindset Workshops:** In this enrichment class, ConnCAT staff will work with small groups of students who have been identified by teachers in order to promote prosocial and self-reflective behavior and support the development of self-confidence. Students will work in peer groups to review, reflect, and reconsider conflicts, decisions, relationship, experiences etc. using a growth mindset.
- ***Instrumental Music:** This enrichment class will only be offered as an afterschool component. Students who are already enrolled in band/instrumental music during the school day will have an opportunity enroll in ConnCAT afterschool music instruction class. They will enhance their music reading skills and receive small group instrumental music instruction.
- **STEM:** In this enrichment class, ConnCAT will introduce Science, Technology, Engineering and Math (STEM) as an instructional support to Wexler Grant faculty. This support will be available in individual classrooms and during lunch waves (STEM chat and chew). Students will develop Science Fair Projects, do hands on science activities that incorporate Core Science Curriculum.

Student Exhibitions and Artwork: ConnCAT’s program is purposeful in its design and reflects an outcomes-oriented approach. Enrichment courses will foster student pride and ownership providing opportunities for student artwork generated during the program to be displayed throughout the school, accomplishing two goals: (1) celebrating student work; and (2) enhancing the learning environment. Students will also participate in periodic performances, exhibitions, and recitals. Students will demonstrate their newfound skills to their families, peers, and teachers. These events will foster community involvement and build student confidence.

Tentative ConnCAT Embedded School-Day and Afterschool schedule
September 24, 2019 – June 19, 2020 (140 program days)

**Due to testing there will be no EMBEDDED SCHOOL-DAY programming during the month of May.*

Grade/group	Monday	Tuesday	Wednesday	Thursday	Friday
Embedded School-Day Enrichment and Academic Support	Growth Mindset Workshop		Growth Mindset Workshop		Growth Mindset Workshop
	Agriculture	Agriculture			Agriculture
			Graphic Art	Graphic Art	Graphic Art
	Drama	Drama		Drama	
		STEM	STEM	STEM	
	Academic Support	Academic Support	Academic Support	Academic Support	
Afterschool Enrichment	Instrumental Music	Instrumental Music	Instrumental Music	Instrumental Music	Instrumental Music

Embedded School-Day and Afterschool Program Duration – Year 2

- School-Day Academic Support 8:00 a.m. to 11:00 p.m. (3 hours)
- School-Day Enrichment 10:00 a.m. to 1:00 p.m. (3 hours)
- Afterschool Enrichment 4:00 p.m. to 5:30 p.m. (1.5 hours)

	Year 2
Days of Operation	September 23, 2019 – June 19, 2020 <i>*Due to testing there will be no EMBEDDED SCHOOL-DAY programming during the month of May.</i>
# of Days of Operation	140 days
# of AFTERSCHOOL Days of Operation	159
# of Weeks of Operation	30 weeks
Staff Training Days (*indicate 2-hour training; **indicate 3-hour training;	**9/25, **9/26, *10/21, 11/5, 12/20, **1/29, 2/14, 3/31, *4/9, *6/1,

all others are 1-hour meetings)	6/19 (20 hours of meeting/training)
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Some staff meetings are strategically placed to review end of quarter grades and progress. Input from faculty will be necessary for meaningful trainings/data review.

FAMILY/COMMUNITY ENGAGEMENT

The community engagement component will serve to enrich, empower, and prepare residents for individual and collective success by providing specific and relevant learning opportunities. The four components for community engagement model will be:

- Education and Career Enrichment
- Family and Parenting

Education/ Career

Adult Education - NEDP National External Diploma Program/ GED classes
 ConnCAT has been established as a satellite location for GED and/or National External Diploma classes given ample community interest and enrollment.
 Information sessions and application process will be accessible at Wexler Grant for enrollment at 4 Science Park.

Family/ Parenting

School Engagement

Participants will learn strategies to support their child(ren)'s education and school experience. Effective ways of communicating with teachers and administrators, the importance of participation in school sponsored events, and supporting positive youth behaviors at home and school are among the topics to be discussed.

Embedded School-Day and Afterschool Program Anticipated Costs

Assumptions:	
Embedded School-Day student participation (Grades 4-8)	300
Number of enrichment classes offered	6
Number of ConnCAT instructors	6
Number of academic supporters	2
Days of programming	140
Hourly rate for instructors	\$26.00
Hourly rate for Academic Supporters	\$15.00
Academic Supporters hours per day	6

Instructor hours per day	6
Expenditures:	Costs:
Fixed Costs:	
Wexler Grant Program Manager (salary plus benefits) (annual salary) / (12 months) / (2) X (8 program months) = (\$66,950) / (12 months) / (2) X (8 program months) = \$22,316 <i>* Divide by 2 to reflect half time of professional hours at Wexler Grant</i>	\$22,316.00
Variable Costs:	
School-Day instructors (3 instructors/day X \$26/hr. X 3 hr./day X 140 days) + (5 instructors X \$26/hr. X 20 hrs. PD/events) = (\$32,760) + (\$2,600) = \$35,360	\$35,360.00
Afterschool instructor (1 instructor/day X \$26/hr. X 1.5 hr./day X 159 days) + (1 instructor X \$26/hr. X 20 hrs. PD/events) = (\$6,201) + (\$520) = \$6,721	\$6,721.00
Academic Supporters (2 Academic Supporters X 3 hr./day X \$15/hr. X 114 days) + (2 Academic Supporters X \$15 X 20 hrs. PD/events) = (\$10,170) + (\$600) = \$10,860	\$10,770.00
(B) Program supplies	\$3,655.00
Total Costs:	\$78,822.00
District In-Kind Program Contributions:	
<ul style="list-style-type: none"> Facilities Access (instruments closet) Security staff 	<ul style="list-style-type: none"> Custodial staff Access to administrative equipment/ copy and fax machines

(B) Afterschool budget

Item/description and Quantity	Cost	Vendor
Agriculture		
Greenhouse supplies (pvc pipes, etc.)	\$200.00	Home Depot
Graphic Arts		
I-Pad Lease agreement balance	\$3,454.99	Apple / CIT
TOTAL	\$3,654.99	


Fiscal support for this Agreement shall be by **Commissioner's Network Grant** of the New Haven Board of Education, **Account Number: 2547-6293-56697 Location code: 0032**

This agreement shall remain in effect from September 24, 2019 to June 19th, 2020.

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

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

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


Contractor Signature

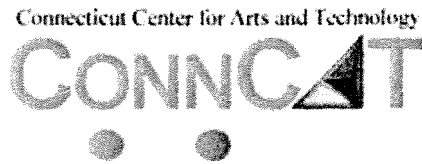
President
New Haven Board of Education

9-10-19
Date

Date

GENEVIVE WALKER, COO
Contractor Printed Name & Title

Revised: 7/17



ConnCAT/ Wexler Grant
Commissioner's Network Collaborative Partner Draft Proposal
Educational Services
2019 - 2020

INTRODUCTION AND OVERVIEW

In 2012, The Connecticut Center for Art and Technology (ConnCAT) opened its first center in New Haven, CT. ConnCAT's mission is to prepare youth and adults for educational and career advancement, through after-school arts, and job training programming. This mission is accomplished through the training of unemployed and under-employed adults for market relevant jobs and the provision of after school arts programming for a targeted urban youth student population identified as being at risk of dropping out of school.

CONNCAT'S LEADERSHIP

Erik Clemons, CEO and President

Erik has devoted his career to empowering marginalized communities across the state of Connecticut and helping others see their own potential and power. Prior to founding ConnCAT, Erik served as the Connecticut Executive Director of the premier national youth development organization Leadership, Education, and Athletics in Partnership (LEAP), which provides innovative academic and social enrichment programs to youth ranging from the ages of five to 23. Erik has also served as Director of Vocational Training at the U.S. Department of Labor's New Haven Job Corps Center.

A lifelong Connecticut resident, Erik volunteers significant time and energy in supporting other organizations doing good work in the local community. He currently serves on numerous boards including: Cornell Scott Hill Health Center, New Haven Housing Authority, New Haven Legal Aid and CT State Board of Education. A proud father of four daughters who are New Haven Public School graduates, Erik has served as co-President of the New Haven Citywide Parent Teacher Organization and a member of the New Haven Public School Education Reform Committee.

Genevive Walker, COO

Genevive brings to ConnCAT a deep background in education and an abiding commitment to the community. Prior to ConnCAT, she co-developed and facilitated the Youth Initiative Summer Leadership Program of New Haven for seven years. Genevive is a veteran teacher of the New Haven and Hamden

Public School systems. Originally from New Haven, Genevive has been a Connecticut resident for over 30 years and is a product of the New Haven Public School System. She earned her bachelor's degree from Temple University in Philadelphia, PA and her graduate degree from Columbia University Teachers College in New York, NY. She dedicates her time through service on several boards including Elm City College Prep / Achievement First, Cold Spring Board of Trustees, and The Arts Council of Greater New Haven.

Pierre Goubourn, Director of Programs

Pierre was born and raised in New Haven, CT. Through exploring the arts at Betsy Ross Arts and Magnet school Pierre formed a connection between the arts and academics. As a young adult he worked with youth as an employee of L.E.A.P and subsequently managing community summer youth programs through the New Haven Board of Education. Pierre is a ConnCAT graduate from the Medical Billing and Coding program who demonstrated strong ability both as a professional in his field and as an instructor. He is one of few ConnCAT graduates who were afforded the opportunity to serve the community as an instructor in ConnCAT adult programming. Pierre served for 5 years as the Medical Billing and Coding Instructor. His sense of stewardship, community, and insight led him to his current position of Director of Programs where his focus is to support economic and social empowerment through meaningful artistic, educational and professional exposure for ConnCAT participants. He is an alumnus of the Community Leadership Program cohort 21 through which, he continues to expand his leadership.

Stephen Driffin, Youth and Community Programs Manager

Steve has been very active in the New Haven community since graduating from the University of South Carolina. His activism started by writing and directing street plays and from that point, he has worked with children ranging from pre-k-to young adults. He has directed numerous youth programs and impacted thousands of youth over the years and continues mentoring young men. Stephen has been trained at Cornell University as a Therapeutic Crisis Instructor, furthered his education at the University of Bridgeport and now attends the University of New Haven. He joined ConnCAT in 2014 as the Program Manager for the after-school Program at Lincoln Bassett School and continues working with youth.

CONN-CAT ADULT TRAINING PROGRAMMING

The adult career training programs at ConnCAT provide market driven training that prepares adults for employment. In addition to the technical skill needed to achieve national certification, ConnCAT works to impart discipline, focus, and personal responsibility for participating adults. Interviewing, conflict resolution, resume writing, and financial literacy are among the tools with which adult learners are equipped. The current offerings at ConnCAT are Culinary Arts, Medical Billing and Coding, and Culinary Arts.

CONN-CAT YOUTH PROGRAMMING

ConnCAT Youth Arts Programming is based on providing solutions for students who are at risk of dropping out of school, as identified by such markers as: poor attendance, under credit, under grade level, academic skills basic or below and who have high incidence of behavioral problems. Though we do not serve this population exclusively, we work with community partners to identify students who can benefit from our programs. As a part of our agreement ConnCAT, parents, students, and schools share information relevant to carving out a path for academic and personal success. The experiential programs provide youth from Greater New Haven an opportunity to express their learning through the experience of movement, spoken word, digital media, visual arts, photography, and gardening/land cultivation.

Youth participants in the **CONN-CAT SUMMER ARTS** program have learned about the Harlem Renaissance, and Motown specifically highlighting the era, the artists, and the impact, while creating art that both pays homage to these periods and expressed their own collective identity. A trip to Harlem New York provided direct exposure to the landmarks they researched as well as an experience of the festivals of Jazz and Dance offered at Harlem Week events, Apollo Theater, and the Cotton Club. The summer of 2019 boasted a trip to Washington D.C. and the Smithsonian Museum of African American History. The culminating event of each summer is the student art exhibit, which has been attended by more than 1,500 community members, family, and friends, including the daughter of Cab Calloway, Cecilia Calloway through the years.

The components of the **AFTER-SCHOOL PROGRAM** have been strategically crafted to enhance academic learning using innovative hands on approaches to the Common Core State Standards. Our course descriptions delineate how each course has been crafted to enrich the teaching and learning that is already happening in classrooms every day. ConnCAT is a partner in the effort to help our students achieve success. This effort requires a collaboration of commitments from schools, parents, students, and after-school providers alike.

MISSION AND VISION

Mission:

To inspire, motivate, and prepare youth and adults for educational and career advancement through afterschool arts and job training programs.

Vision:

To create a learning environment that inspires hope, innovation, creativity, and excellence while providing a path for individuals to revitalize the landscape of the urban community.

RATIONALE

Given our mission and commitment to the people of New Haven, the collaborative partnership with the State Department of Education Commissioner's Network is welcomed as a seamless opportunity for us to make greater impact for those most in need of support and collaboration.

IDENTIFICATION OF NEEDS

Our internal assessment of Wexler Grant School, absent an official audit, aided us in identifying a short list of needs that should be addressed to impact positive change:

- Improved attendance
- Improved standardized test scores
- Increased family engagement
- Improved community reputation
- Increase in technology education
- Increased community collaborations and support

As a Collaborative Partner we have outlined an initial strategy to address some of these items in year one of operation through after-school arts integration and community involvement. Though Common Core State Standards will be one guiding source for arts integration, school curriculum, pacing guides, and grade level SMART goals will be instrumental in the development of specific lessons and activities. School wide collaboration is essential to the success of the ConnCAT After-School model.

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ConnCAT will engage families and community through the advent of community events and student exhibits at Wexler Grant. These events will serve not only to engage the community, but to improve the public reputation of Wexler Grant while inviting traffic to the neighborhood and facility.
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SCOPE OF SERVICE:

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September 24, 2019 – June 19, 2020 (140 program days)

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	Agriculture	Agriculture			Agriculture
			Graphic Art	Graphic Art	Graphic Art
	Drama	Drama		Drama	
		STEM	STEM	STEM	
	Academic Support	Academic Support	Academic Support	Academic Support	
Afterschool Enrichment	Instrumental Music	Instrumental Music	Instrumental Music	Instrumental Music	Instrumental Music

Embedded School-Day and Afterschool Program Duration – Year 2

- School-Day Academic Support 8:00 a.m. to 11:00 p.m. (3 hours)
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	Year 2
Days of Operation	September 23, 2019 – June 19, 2020 <i>*Due to testing there will be no EMBEDDED SCHOOL-DAY programming during the month of May.</i>
# of Days of Operation	140 days
# of AFTERSCHOOL Days of Operation	159
# of Weeks of Operation	30 weeks
Staff Training Days (*indicate 2-hour training; **indicate 3-hour training; all others are 1-hour meetings)	**9/25, **9/26, *10/21, 11/5, 12/20, **1/29, 2/14, 3/31, *4/9, *6/1, 6/19 (20 hours of meeting/training)

Some staff meetings are strategically placed to review end of quarter grades and progress. Input from faculty will be necessary for meaningful trainings/data review.

FAMILY/COMMUNITY ENGAGEMENT

The community engagement component will serve to enrich, empower, and prepare residents for individual and collective success by providing specific and relevant learning opportunities.

The four components for community engagement model will be:

- Education and Career Enrichment
- Family and Parenting

Education/ Career

Adult Education - NEDP National External Diploma Program/ GED classes

ConnCAT has been established as a satellite location for GED and/or National External Diploma classes given ample community interest and enrollment. Information sessions and application process will be accessible at Wexler Grant for enrollment at 4 Science Park.

Family/ Parenting

School Engagement

Participants will learn strategies to support their child(ren)'s education and school experience. Effective ways of communicating with teachers and administrators, the importance of participation in school sponsored events, and supporting positive youth behaviors at home and school are among the topics to be discussed.

Embedded School-Day and Afterschool Program Anticipated Costs

Assumptions:	
Embedded School-Day student participation (Grades 4-8)	300
Number of enrichment classes offered	6
Number of ConnCAT instructors	6
Number of academic supporters	2
Days of programming	140
Hourly rate for instructors	\$26.00
Hourly rate for Academic Supporters	\$15.00
Academic Supporters hours per day	6
Instructor hours per day	6
Expenditures:	
Fixed Costs:	
Wexler Grant Program Manager (salary plus benefits) (annual salary) / (12 months) / (2) X (8 program months) = (\$66,950) / (12 months) / (2) X (8 program months) = \$22,316 <small>*Divide by 2 to reflect half time of professional hours at Wexler Grant</small>	\$22,316.00
Variable Costs:	
School-Day instructors (3 instructors/day X \$26/hr. X 3 hr./day X 140 days) + (5 instructors X \$26/hr. X 20 hrs. PD/events) = (\$32,760) + (\$2,600) = \$35,360	\$35,360.00
Afterschool instructor (1 instructor/day X \$26/hr. X 1.5 hr./day X 159 days) + (1 instructor X \$26/hr. X 20 hrs. PD/events) = (\$6,201) + (\$520) = \$6,721	\$6,721.00
Academic Supporters (2 Academic Supporters X 3 hr./day X \$15/hr. X 114 days) + (2 Academic Supporters X \$15 X 20 hrs. PD/events) = (\$10,170) + (\$600) = \$10,860	\$10,770.00
(A) Program supplies	\$3,655.00
Total Costs:	\$78,822.00
District In-Kind Program Contributions:	

- Facilities Access (instruments closet)
- Security staff

- Custodial staff
- Access to administrative equipment/ copy and fax machines

(A) Afterschool budget

Item/description and Quantity	Cost	Vendor
Agriculture		
Greenhouse supplies (pvc pipes, etc.)	\$200.00	Home Depot
Graphic Arts		
I-Pad Lease agreement balance	\$3,454.99	Apple / CIT
TOTAL	\$3,654.99	



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: Wexler-Grant Community School
Re: Kids Kraze
Meeting Date: July 19, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and The Kids Kraze, an after school program from Wexler- Grant students. Kids Kraze will provide a variety of activities that promote healthy learning in a safe environment, while having fun and creating memories and lasting friendships. It is our goal to provide on-site afterschool programming for up to 40 students in Grades K through 3, five days per week between 2 PM and 5:30 PM. The Kids Kraze will provide homework support and enrichment in culinary and karate. These enrichment courses will stimulate student engagement and interdisciplinary connections. The Kids Kraze will work in collaboration with other community partners and Wexler Grant’s faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day.

The Kids Kraze/ Wexler Grant basketball team will be organized and operated by 2 coaches appointed by Wexler Grant administration. The team will focus on leadership, commitment and social inclusion.

Amount of Agreement and the Daily, Hourly or per Session Cost: The Kids Kraze will provide after school programming from October 7, 2019 – June 5, 2020.

Afterschool Program Anticipated Cost Models

Assumptions:	
After school student participation (Grades K-3)	40 to 45
Number of Enrichment Instructors (EI) - Karate, Spanish	2
Number of Senior Counselors (SC)	2
Number of Junior Counselors (JC)	4
Days of programming	145
Hourly rate for Enrichment Instructors	\$20
Hourly rate for Senior Counselors	\$12
Weekly rate for Junior Counselors	\$100
Senior and Junior Counselors hours per day	3.5
Enrichment Instructors (EI) hours per week	4
Expenditures:	
Costs:	
Fixed Costs:	
The Kids Kraze Program Supervisor	\$25,000
Variable Costs:	
Senior Counselors	\$12,612

(2 SC x 3.5 hr/day x 145 days x \$12/hr) + (18 hr PD/events x \$12/hr x 2 SC) = \$	
Junior Counselors (4 JC x 15 hr/wk x 29 weeks x \$100/wk) + (14 hr PD/events x \$100/wk x 4 JC) = \$	\$12,000
Specials Instructors (2 EI x 2 hr/day x 58 days x \$20/hr) + (12 hr PD/events x \$20/hr x 2 EI) = \$	\$5,120
(A) Afterschool supplies	\$8,550
(B) Business office expenses	\$7,500
(C) Basketball Expenses	\$5,000
(D) Band Expenses	\$5,000
Total Cost	\$80,782

District In-Kind Program Contributions:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Facilities • Daily snacks for students • Security staff | <ul style="list-style-type: none"> • Custodial staff • Access to Administrative Equipment (copy machine, fax machine) • School access, key, badge |
|---|--|

Afterschool Budget:

Item/description and Quantity	Cost	Vendor
Arts and Craft Supplies	\$2000	Multiple Sources
Student Karate GI	\$920	Kungfu4less.com
Kitchen Utensils	\$300	Restaurant Depot
Food Items	\$2500	Multiple sources
First Aid	\$200	Walmart.com
Kinderlime Technology	\$1800	Kinderlime.com
Sports Supplies	\$830	Multiple sources
TOTAL	\$8550	

Other

Office/community space
 Shared classroom space
 Storage Space
 Intercom/ Walkies

Considerations

Funding Source: Commissioner's Network Grant Account Number: 2547-6293-56697-0032

Key Questions:

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

This service is strategically aligned to our school-wide goals based on improving academic performance in literacy and math, as well as attendance and culture and climate. The after school program will improve student follow through in academics outside the classroom with structured time for homework support and independent reading.

AFTERSCHOOL PROGRAMMING

The Kids Kraze mission is to engage our participants in a variety of activities that promote healthy learning in a safe environment, while having fun and creating memories and lasting friendships. It is our goal to provide on-site afterschool programming for up to 40 students in Grades K through 3, five days per week between 2 PM and 5:30 PM. The Kids Kraze will provide homework support and enrichment in culinary and karate. These enrichment courses will stimulate student engagement and interdisciplinary connections. The Kids Kraze will work in collaboration with other community partners and Wexler Grant's faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day.

The Kids Kraze/ Wexler Grant basketball team will be organized and operated by 2 coaches appointed by Wexler Grant administration. The team will focus on leadership, commitment and social inclusion.

Afterschool Program Details

Students will be grouped by grade in groups of up to 10 students for homework completion, reading and literacy games. During the enrichment blocks, grades K and 1 will become one group and grades 2 and 3 will become one group.

- Program hours: 2 p.m. - 5:30 p.m. Monday through Friday
- 40 participants – grades K through 3
- staff/child ratio – 2:10 (1 senior counselor, 1 junior counselor)
- Location of service – on-site

The basketball program will meet 3 days a week and will consist of 20-25 students
The band will meet 3 days a week and will consist of 20-25 students

Description of Proposed Program and Services

EXPANDED DAY SERVICES TO STUDENTS

After-School Outline

Homework Assistance/ Reading/ Literacy Games

Enrichment Programs

Service Learning

2. **Contractor selection:** quotes, RFP, or Sole Source? Quote
3. What **specific skill set** does this contractor bring to the project? Kids Kraze has vast experience working with children in summer camp and after school settings.
4. 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? New Service
5. **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: Families and students will be surveyed to gather their input on the value of Kids Kraze.
6. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? NA
7. Why do you believe this agreement is **fiscally sound**?
Kids Kraze will be providing after school community and friendship building based around homework support and enrichment activities. The extended day provides an additional supervised time for students. This will also provide after school care for working parents. Providing this for free will help ensure that our students have time to complete their homework and participate in engaging activities.

AGREEMENT

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

The Kids Kraze

FOR DEPARTMENT/PROGRAM:

[Wexler-Grant Community School]

This Agreement entered into on the 16th day of September, 2019 effective (no sooner than the day after Board of Education Approval), the 16th day of September, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, The Kids Kraze, located at 1 Science Park, New Haven, CT 06511 (herein referred to as the “Contractor”).

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

The Kids Kraze and The Kids Kraze instructors will be engaged in a variety of activities that promote healthy learning in a safe environment, while having fun and creating memories and lasting friendships. It is our goal to provide on-site afterschool programming for up to 40 students in Grades K through 3, five days per week between 2 PM and 5:30 PM. The Kids Kraze will provide homework support and enrichment in culinary and karate. These enrichment courses will stimulate student engagement and interdisciplinary connections. The Kids Kraze will work in collaboration with other community partners and Wexler Grant’s faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day.

The Kids Kraze/ Wexler Grant basketball team will be organized and operated by 2 coaches appointed by Wexler Grant administration. The team will focus on leadership, commitment and social inclusion.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$80,782 for **afterschool programming for Wexler-Grant K- 3 students through June 5, 2020 to cover the period from October 7, 2019 through June 5, 2020.**

Afterschool Program Models

Days of Operation	October 7, 2019 – June 5, 2020
# of Days of Operation	145 days
# of Weeks of Operation	29 weeks
Staff Training Days (*indicate 2-hour training; **indicate 3-hour training; all others are 1-hour meetings)	TBD

Afterschool Program Anticipated Cost Models

Assumptions:	
After school student participation (Grades K-3)	40 to 45
Number of Enrichment Instructors (EI) - Karate, Spanish	2
Number of Senior Counselors (SC)	2
Number of Junior Counselors (JC)	4
Days of programming	145
Hourly rate for Enrichment Instructors	\$20
Hourly rate for Senior Counselors	\$12
Weekly rate for Junior Counselors	\$100
Senior and Junior Counselors hours per day	3.5
Enrichment Instructors (EI) hours per week	4
Expenditures:	
Fixed Costs:	
The Kids Kraze Program Supervisor	\$25,000
Variable Costs:	
Senior Counselors (2 SC x 3.5 hr/day x 145 days x \$12/hr) + (18 hr PD/events x \$12/hr x 2 SC) = \$	\$12,612
Junior Counselors (4 JC x 15 hr/wk x 29 weeks x \$100/wk) + (14 hr PD/events x \$100/wk x 4 JC) = \$	\$12,000
Specials Instructors (2 EI x 2 hr/day x 58 days x \$20/hr) + (12 hr PD/events x \$20/hr x 2 EI) = \$	\$5,120

(E) Afterschool supplies	\$8,550
(F) Business office expenses	\$7,500
(G) Basketball Expenses	\$5,000
(H) Band Expenses	\$5,000
Total Cost	\$80,782
District In-Kind Program Contributions:	
<ul style="list-style-type: none"> • Facilities • Daily snacks for students • Security staff 	<ul style="list-style-type: none"> • Custodial staff • Access to Administrative Equipment (copy machine, fax machine) • School access, key, badge

The maximum amount the contractor shall be paid under this agreement: eighty thousand, seven hundred eighty two dollars (\$80,782).

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 **Commissioner's Network Grant** of the New Haven Board of Education, **Account Number:** 2547-6293-56697 **Location Code:** 0032

This agreement shall remain in effect from October 7, 2019 to June 5, 2020.

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

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

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

Reshica Newton
Contractor Signature

President
New Haven Board of Education

09/09/2019

Date

Date

Reshica Newton – Executive Director
Contractor Printed Name & Title

Revised: 7/17



**The Kids Kraze/ Wexler Grant
Commissioner's Network Collaborative Partner
Draft Proposal
Educational Services**

SCOPE OF SERVICE:

AFTERSCHOOL PROGRAMMING

The Kids Kraze mission is to engage our participants in a variety of activities that promote healthy learning in a safe environment, while having fun and creating memories and lasting friendships. It is our goal to provide on-site afterschool programming for up to 40 students in Grades K through 3, five days per week between 2 PM and 5:30 PM. The Kids Kraze will provide homework support and enrichment in culinary and karate. These enrichment courses will stimulate student engagement and interdisciplinary connections. The Kids Kraze will work in collaboration with other community partners and Wexler Grant's faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day.

The Kids Kraze/ Wexler Grant basketball team will be organized and operated by 2 coaches appointed by Wexler Grant administration. The team will focus on leadership, commitment and social inclusion.

Afterschool Program Details

Students will be grouped by grade in groups of up to 10 students for homework completion, reading and literacy games. During the enrichment blocks, grades K and 1 will become one group and grades 2 and 3 will become one group.

- Program hours: 2 p.m. - 5:30 p.m. Monday through Friday
- 40 participants – grades K through 3
- staff/child ratio – 2:10 (1 senior counselor, 1 junior counselor)
- Location of service – on-site

The basketball program will meet 3 days a week and will consist of 20-25 students

The band will meet 3 days a week and will consist of 20-25 students

Description of Proposed Program and Services

EXPANDED DAY SERVICES TO STUDENTS

After-School Outline

Homework Assistance/ Reading/ Literacy Games

Enrichment Programs

Service Learning

TIME BLOCK	ACTIVITY
2 – 2:15	Student transition to rooms
2:15 – 3:00	Homework Assistance, Reading, Literacy Games
3:00 – 3:45	Enrichment Block #1
3:45 – 4:30	Enrichment Block #2
4:30 – 5	Dinner
5 – 5:30	Games/ Downtime
5:30	Dismissal

Homework Assistance/ Reading/ Literacy Games

- Students who receive homework will be helped
- Students in grades K-1 will sit for a read-a-loud
- Students in grades 2-3 will read silently after completing their homework
- Literacy games will be available after reading is complete

Afterschool Program Enrichment Components

Enrichment Classes: Students will participate in five enrichment classes per session. Students will rotate enrichment classes every session or marking period. The summary below identifies the enrichment offerings; afterschool instructors will ultimately shape the course format and content based on school/grade level expectations and in preparation for exhibits or showcases at the end of each session.

Proposed Arts Enrichment / Physical Enrichment

- Culinary
- Karate/ Tumbling
- Games
- Sports/Physical Activity
- Arts and Crafts

Enrichment Component Explanations:

- **Culinary:** Culinary is a great way to foster patience, confidence and teamwork into our students. They will have the opportunity to create child friendly meals and learn how to read recipes and use basic kitchen utensils. Students will create their own cookbook from all their recipes to keep and share with their families.
- **Karate/Tumbling:** Karate demonstrates discipline, structure and respect while tumbling teaches self-awareness and strength. Students will learn basic karate skills and be introduced to the primary stages of tumbling.
- **Sports/Physical Activity:** Students will have an opportunity for non-traditional team games and physical activity in the gym. This may include, rugby, capoeira, soccer, lacrosse, field hockey, hip-hop dance, and African Dance. Physical activity will be supervised by Kids Kraze staff, approved volunteers, and community partners.
- **Arts and Crafts:** Students will complete a variety of arts and craft projects that they can bring home or keep on display at the school.

Student Exhibitions and Artwork: The afterschool program is purposeful in its design and reflects an outcomes-oriented approach. Enrichment courses will foster student pride and ownership. Student artwork generated during the afterschool program will be displayed throughout the school, accomplishing two goals: (1) celebrating student work; and (2) enhancing the learning environment. As noted, students will also participate in periodic performances, exhibitions, and recitals. Students will demonstrate their newfound skills to their families, peers, and teachers. These events will foster community involvement and build student confidence.

Afterschool Program Models

Days of Operation	October 7, 2019 – June 5, 2020
# of Days of Operation	145 days
# of Weeks of Operation	29 weeks
Staff Training Days (*Indicate 2-hour training; **indicate 3-hour training; all others are 1-hour meetings)	TBD

WEXLER GRANT AFTERSCHOOL MARKING PERIOD SCHEDULE

	Grade/group	Monday	Tuesday	Wednesday	Thursday	Friday
Enrich.	A – K/ 1st	Arts	Karate	Culinary	Sports	Games
Block 1	B – 2nd/ 3rd	Games	Culinary	Sports	Karate	Arts
Enrich.	A – K/ 1st	Games	Culinary	Sports	Karate	Arts
Block 2	B – 2nd/ 3rd	Arts	Karate	Culinary	Sports	Games

Basketball Team – Tuesdays and Wednesday 4p-5p, Thursdays 2:30p-4p

Drama Members – Mondays, Wednesdays and Thursdays 2:30p-5:30p

Afterschool Program Anticipated Cost Models

Assumptions:	
After school student participation (Grades K-3)	40 to 45
Number of Enrichment Instructors (EI) - Karate, Spanish	2
Number of Senior Counselors (SC)	2
Number of Junior Counselors (JC)	4
Days of programming	145
Hourly rate for Enrichment Instructors	\$20
Hourly rate for Senior Counselors	\$12
Weekly rate for Junior Counselors	\$100
Senior and Junior Counselors hours per day	3.5
Enrichment Instructors (EI) hours per week	4
Expenditures:	Costs:
Fixed Costs:	
The Kids Kraze Program Supervisor	\$25,000
Variable Costs:	
Senior Counselors (2 SC x 3.5 hr/day x 145 days x \$12/hr) + (18 hr PD/events x \$12/hr x 2 SC) = \$	\$12,612
Junior Counselors (4 JC x 15 hr/wk x 29 weeks x \$100/wk) + (14 hr PD/events x \$100/wk x 4 JC) = \$	\$12,000
Specials Instructors (2 EI x 2 hr/day x 58 days x \$20/hr) + (12 hr PD/events x \$20/hr x 2 EI) = \$	\$5,120
(A) Afterschool supplies	\$8,550
(B) Business office expenses	\$7,500
(C) Basketball Expenses	\$5,000
(D) Band Expenses	\$5,000
Total Cost	\$80,782

District In-Kind Program Contributions:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Facilities • Daily snacks for students • Security staff | <ul style="list-style-type: none"> • Custodial staff • Access to Administrative Equipment (copy machine, fax machine) • School access, key, badge |
|---|--|

Afterschool Budget:

Item/description and Quantity	Cost	Vendor
Arts and Craft Supplies	\$2000	Multiple Sources
Student Karate Gi	\$920	Kungfu4less.com
Kitchen Utensils	\$300	Restaurant Depot
Food Items	\$2500	Multiple sources
First Aid	\$200	Walmart.com
Kinderlime Technology	\$1800	Kinderlime.com
Sports Supplies	\$830	Multiple sources
TOTAL	\$8550	

Other Considerations

Office/community space

Shared classroom space

Storage Space

Intercom/ Walkies

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 16, 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:

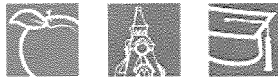
Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the 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.



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 16, 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:

Job Description
Page 3

- 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:
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 - 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.

Memorandum

To: NHPS Finance and Operations Committee
From: Tom Smith
Re: Approval of Purchase Order
The Mercury Group
Strong/Barack H. Obama Magnet University School
Meeting Date: September 16, 2019

Executive Summary:

Approval is requested for the following **Purchase Order** for **The Mercury Group** of 300 Avon Street, Stratford, CT 06615 for APC equipment for Strong/Barack H. Obama Magnet University School.

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

\$44,555.00

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 #17PSX0217

PURCHASE REQUISITION

Agency Leave Blank

CITY OF NEW HAVEN

Board of Education	Agency New Haven Public Schools	Date Prepared 9/4/2019	Funding/Agency 1000/900 3078-17GG	Program	Location	Object
Important: Use separate items involving more than one commodity class. □	Organization: School Construction Program	Reg. No.	190			
Delivery Point: □	Strong/Obama	Requested By: Tom Smith		Approved by: <i>(Agcy Head of Auth. Agent)</i>		
69 Farnham Ave New Haven, CT						

DESCRIPTION (Type, size, color, weight, shape, quality, packaging, etc. Be specific. Give complete information to avoid mistakes.)	Unit of Meas.	Quantity	Est. Unit Cost	Total Cost	Date Needed
<p>STATE CONTRACT # 17PSX0217</p> <p>THIS PURCHASE ORDER IS BEING ISSUED IN ACCORDANCE WITH SECTION 10-292 (A), (C) AND (D) OF THE CONNECTICUT GENERAL STATUTES PERTINENT TO THE USE OF STATE CONTRACTS BY SCHOOL DISTRICTS.</p> <p>See Quote #23608 dated 5/23/19</p> <p>UPS</p> <p>Battery Pak</p> <p>PDU</p> <p>Labor</p>					
	ea	7	3,454.00	\$24,178.00	
	ea	14	1,177.00	\$16,478.00	
	ea	7	242.00	\$1,694.00	
	ea	1	2,205.00	\$2,205.00	
Price includes delivery & installation					
NO DELIVERIES ARE TO BE MADE WITHOUT 72 HRS. NOTICE PRIOR TO DELIVERY					
<p>Contact Tom Smith of New Haven School Construction 72 hours prior to all deliveries at (860) 729-9476. All items are to be delivered and installed with the removal of all debris from site by the responsible vendor. NO DUMPSTERS will be provided.</p>					
<p>Prior to ordering, refer to the project manual and drawings for detailed specifications, finishes and locations.</p>					
<p>Barack H. Obama Magnet University School 69 Farnham Ave New Haven, CT</p>					
<p>SUGGESTED VENDOR (Name & Address)</p> <p>The Mercury Group 300 Avon Street Stratford, CT 06615</p> <p>Contact: Matt Tryon Phone: (860) 908-6370 Fax: Email: Matt.Tryon@mercury-group.com</p>					
			TOTAL:	\$44,555.00	

Edited By: ***All Space Below this line reserved for purchase Approved for purchase by:

Client Name	City of New Haven Board of Education		Date	5/23/2019
Project Name	Strong School		Quote #	23608
Client Contact			Client Ph #	City of New Haven Board of Education
Street	69 Farnham Ave		Labor	\$2,205.00
City	New Haven		Materials	\$42,350.00
State / Zip	CT 06515		Sub Total	\$44,555.00
Client Phone				
Client Fax			CT Tax Labor	
Accepted by			CT Tax Mat.	
Client Name			Total	\$44,555.00
Estimator / Extension	Matt Tryon			

Mercury Contact # Office Ph: 203 378 9008 Fax: 203 375 9222 300 Avon St Stratford Ct 06615

Scope of Work

1	Provide and Install APC Equipment
2	Prevailing wages not included in this quote
3	State of CT Telecommunications Wiring and Cabling Services contract number 17PSX0217
4	
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Payment Terms

Materials are billed when purchased and either stored at our location or delivered to your location. Labor is billed as the work is completed. Any changes to this quotation must be in writing so work cannot proceed without Client's authorization and Mercury's approval. Should collection procedures become necessary all associated costs shall be client's responsibility. Some pricing may not be known as of this date and may not be included within this quote. More specifically, but not limited to the following, they are: taxes if not shown, town fees, carting or dumping fees, permits, shipping charges, security guards, asbestos related costs. However these items will be billed when incurred

#	Quantity	Description	Part #	Man.	\$ Each	\$ Extended
		<i>Electronics/MISC</i>				
1	7	UPS	SRT3000RMXLA-NC	APC	3,454.00	24,178.00
2	14	Battery Pack	SRT96RMBP	APC	1,177.00	16,478.00
3	7	PDU	AP9560	APC	242.00	1,694.00
4	1	Labor			2,205.00	2,205.00
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STATE OF CONNECTICUT

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SCP Contract Details

State Contracting Portal Contract Results

Administrative Services, Procurement Services

Contract Detail Info For # **17PSX0217**

Dates

Award Date	Start Date	End Date
11/07/2017	11/07/2017	08/31/2021

Description

Telecommunications Wiring and Cabling Services

Comments

Solicitation and Contract Conditions

Includes SBE/MBE Requirements	Qualified Partnership	DBE	Political Subdivisions	Agencies	CT Recovery
No	No	No	Yes	Yes	No

Contact(s)

Contact	Telephone	FAX	E-Mail
Aimee Cunningham	(860) 713-5250		Aimee.cunningham@ct.gov

Common Documents

Date	Description
11/7/2017 1:17:16 PM	Contract Award 17PSX0217.pdf Telecommunications Wiring and Cabling Services_Contract Award 17PSX0217

4 Vendor(s)

Contract #	Cert	Vendor	Contact	Catalog
17PSX0217 Start: 11/07/2017 End: 08/31/2021	No	<u>C-CO Technology Inc.</u> 87 South Main St #4 Newtown, CT 06470 Peoplesoft ID: 0000182751	Kent Carlson Phone: (800) 648-8742 FAX: (203) 426-7100 E-Mail	No
17PSX0217 Start: 11/07/2017 End: 08/31/2021	No	<u>ComNet Communications, LLC</u> 1 Park Ridge Road Bethel, CT 06801-1012 Peoplesoft ID: 0000091839	Christopher O'Connor Phone: (203) 794-8059 FAX: (203) 794-8063 E-Mail	No
17PSX0217 Start: 11/07/2017 End: 08/31/2021	SBE	<u>Mercury Cabling Systems LLC</u> DBA: The Mercury Group 300 Avon Street Stratford, CT 06615 Peoplesoft ID: 0000034672	Matt Tyron Phone: (860) 908-6370 FAX: (203) 375-9222 E-Mail	No
17PSX0217 Start: 11/07/2017 End: 08/31/2021	No	<u>Northeastern Communications & Electrical LLC</u> 157 Meriden Road Middlefield, CT 06455 Peoplesoft ID: 0000095899	Ernest R LeMay Phone: (860) 301-0844 FAX: (860) 788-2635 E-Mail	No

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All State [disclaimers](#) and [permissions](#) apply.

Hit Counter 13,682,899

Memorandum

To: NHPS Finance and Operations Committee
From: Tom Smith
Re: Approval of Purchase Order
Advanced Office Systems
Strong/Barack H. Obama Magnet University School
Meeting Date: September 16, 2019

Executive Summary:

Approval is requested for the following **Purchase Order** for **Advanced Office Systems** of 296 e. Main Street, Branford, CT 06405 for PC's and Laptops for Strong/Barack H. Obama Magnet University School.

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

\$69,531.00

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 #13PSX0280



ADVANCED OFFICE SYSTEMS

296 East Main Street 211 Shunpike Rd
Branford, CT 06405 Cromwell, CT 06416
T 203-481-5349 T 860-635-7100
F 203-481-8316 F 860-635-7139

Account Rep: emarchese

Drop Ship: N

Ship Via: UPS/GROUND

Terms: Net 30 Days

Comments:

13PSX0280-MNWNC-108AB

Quote SLSQ51196

Date: 09/05/19

P.O. Number: 90185983-M

Bill To: New Haven Board of Education

Accounts Payable
54 Meadow Street
New Haven, CT 06519
United States

Phone:

Fax:

Ship To: New Haven Board of Education

Accounts Payable
54 Meadow Street
New Haven, CT 06519
United States

Phone:

Fax:

Qty	Description	Unit Price	Ext. Price
33	Dell Latitude 5400 Latitude 5400 BTX Base 210-ARXJ 8th Generation Intel Core i5-8265U Processor (4 Core,6MB Cache,1.6GHz,15W) 379-BDL Win 10 Pro 64 English, French, Spanish 619-AHKN No Productivity Software 630-AAPK Intel Core i5-8265U Processor with Integrated Intel UHD 620 Graphics 338-BRME No Out-of-Band Systems Management 631-ACCI 8GB, 1x8GB, DDR4 Non-ECC 370-AECX M.2 256GB PCIe NVMe Class 35 Solid State Drive 400-BDXG No AutoPilot 340-CKSZ Fixed Hardware Configuration 998-DNGH No Mouse 570-AADK SupportAssist 525-BBCL Dell(TM) Digital Delivery Cirrus Client 640-BBLW Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-BBMR Waves Maxx Audio 658-BBRB Dell Developed Recovery Environment 658-BCUV Dell Power Manager 658-BDVK Dell Latitude 5400 SRV 658-BEGG Regulatory Label, FCC 389-DPGZ Direct ship Info Mod 340-AAPP Smart Select MIN SHIP (DAO/BCC) 340-CMDY 4 Cell 68Whr ExpressCharge™ Capable Battery 451-BCIP Dual Pointing Backlit US English Keyboard 583-BFKP Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0 555-BEDV Driver for Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 +	\$949.00	\$31,317.00

Qty	Description	Unit Price	Ext. Price
	Bluetooth 5.0 555-BEUN		
	No Mobile Broadband Card 556-BBCD		
	No Anti-Virus Software 650-AAAM		
	No Removable CD/DVD Drive 429-AATO		
	No Resource DVD / USB 430-XXYG		
	OS-Windows Media Not Included 620-AALW		
	Intel(R) Core(TM) i5 Processor Label 389-CGGB		
	No Option Included 340-ACQQ		
	Energy Star Certified 387-BBNO		
	Latitude 5400 Quick Start Guide 340-CLYF		
	US Power Cord 450-AAEJ		
	65W AC Adapter, 7.4mm Barrel 492-BBXF		
	BTS/BTP Smart Selection Shipment (VS) 800-BBQH		
	Dual Pointing, No Fingerprint and No SmartCard Reader, Displayport over Type-C 346-BFJW		
	Latitude 5400 bottom door 321-BEKW		
	EAN label 389-BKKL		
	US Order 332-1286		
	14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Mic, WLAN/WWAN Capable, Privacy Shutter 391-BEJG		
	Safety/Environment and Regulatory Guide (English/French Multi-language) 340-AGIK		
	Dell Limited Hardware Warranty Extended Year(s) 975-3461		
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115 989-3449		
	Dell Limited Hardware Warranty 997-8317		
	ProSupport: 7x24 Technical Support, 3 Years 997-8344		
	ProSupport: Next Business Day Onsite, 1 Year 997-8349		
	ProSupport: Next Business Day Onsite, 2 Year Extended 997-8354		
33	AOS PROFESSIONAL SERVICES: IMAGING	\$16.00	\$528.00
33	AOS PROFESSIONAL SERVICES: DELIVERY	\$8.00	\$264.00
33	AOS PROFESSIONAL SERVICES: INSTALLATION	\$30.00	\$990.00

The above accurately reflects the total of products and services to be provided by Advanced Office Systems.

X _____

SubTotal	\$33,099.00
Sales Tax	\$0.00
Total	\$33,099.00



ADVANCED OFFICE SYSTEMS

296 East Main Street 211 Shunpike Rd
Branford, CT 06405 Cromwell, CT 06416
T 203-481-5349 T 860-635-7100
F 203-481-8316 F 860-635-7139

Account Rep: emarchese
Drop Ship: N
Ship Via: UPS/GROUND

Terms: Net 30 Days

Comments:

13PSX0280-MNWN-108AB

Quote SLSQ51199

Date: 09/05/19

P.O. Number: 90185983-M

Bill To: New Haven Board of Education

Accounts Payable
54 Meadow Street
New Haven, CT 06519
United States
Phone:
Fax:

Ship To: New Haven Board of Education

Accounts Payable
54 Meadow Street
New Haven, CT 06519
United States
Phone:
Fax:

Qty	Description	Unit Price	Ext. Price
44	DELL OPTIPLEX 3070 SFF DVDRW OptiPlex 3070 SFF BTX 210-ASBL Intel® Core™ i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W); supports Windows 10/Linux 338-BRSY Win 10 Pro 64 English, French, Spanish 619-AHKN No AutoPilot 340-CKSZ No Productivity for Federal and Premier 630-AAXE 8GB 1X8GB DDR4 2666MHz UDIMM Non-ECC 370-AEBK M.2 256GB PCIe NVMe Class 35 Solid State Drive 400-BEUP M.2 22x30 Thermal Pad 412-AAQT M2X3.5 Screw for SSD/DDPE 773-BBBC No Out-of-Band Systems Management 631-ACDC No Additional Hard Drive 401-AANH No Wireless Driver 340-AFMQ No PCIe add-in card 492-BBFF Black Dell KB216 Wired Multi-Media Keyboard English 580-ADJC Black Dell MS116 Wired Mouse 275-BBBW No Cable Cover 325-BCZQ No Additional Cable Requested 379-BBCY Not selected in this configuration 817-BBBC No Integrated Stand option 575-BBBI SupportAssist 525-BBCL Dell(TM) Digital Delivery Cirrus Client 640-BBLW Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-BBMR Waves Maxx Audio 658-BBRB Dell Developed Recovery Environment 658-BCUV Software for OptiPlex Systems 658-BEGX No Media 620-AAOH ENERGY STAR Qualified 387-BBLW	\$599.00	\$26,356.00

Qty	Description	Unit Price	Ext. Price
	Dell Developed Recovery Environment 658-BCUV		
	Intel Integrated Graphics, Dell OptiPlex 490-BBFG		
	ODD Bezel, Small Form Factor 325-BCXP		
	8x DVD+/-RW 9.5mm Optical Disk Drive 429-ABFH		
	No Media Card Reader 379-BBHM		
	No Wireless LAN Card 555-BBFO		
	OptiPlex 3070 Small Form Factor with 200W up to 85% efficient		
	Power Supply (80Plus Bronze) 329-BEJV		
	Fixed Hardware Configuration 998-DOFL		
	System Power Cord (Philippine/TH/US) 450-AAOJ		
	Safety/Environment and Regulatory Guide (English/French		
	Multi-language) 340-AGIK		
	Dell Watchdog Timer 379-BDLB		
	Quick Setup Guide 3070 Small Form Factor 340-CMOE		
	US Order 332-1286		
	Chassis Intrusion Switch SFF 461-AAEE		
	Retail POD 389-BDQH		
	TPM Enabled 329-BBJL		
	Ship Material for OptiPlex Small Form Factor 340-CDWZ		
	Shipping Label for DAO 389-BBUU		
	Optional VGA Video Port for SFF 382-BBFF		
	No Additional Add In Cards 382-BBHX		
	SFF: EPA Regulatory LBL for Mexico 389-DQPX		
	No CompuTrace 461-AABF		
	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex		
	575-BBKX		
	Intel(R) Core(TM) i5 Processor Label 340-CKVN		
	McAfee Small Business Security 30 Day Free Trial 650-0028		
	CMS Essentials DVD no Media 658-BBTV		
	Desktop BTS/BTP Shipment 800-BBIP		
	No Optane 400-BFPO		
	Dell Limited Hardware Warranty Plus Service 803-8583		
	ProSupport: Next Business Day Onsite, 3 Years 803-8646		
	ProSupport: 7x24 Technical Support, 3 Years 803-8702		
	Thank you choosing Dell ProSupport. For tech support, visit		
	//support.dell.com/ProSupport or call 1-866-516-3115 989-3449		
44	Dell 24 Monitor - P2419H 210-AQDX	\$175.00	\$7,700.00
44	AOS PROFESSIONAL SERVICES: IMAGING	\$16.00	\$704.00
44	AOS PROFESSIONAL SERVICES: DELIVERY	\$8.00	\$352.00
44	AOS PROFESSIONAL SERVICES: INSTALLATION	\$30.00	\$1,320.00

The above accurately reflects the total of products and services to be provided by Advanced Office Systems.

X _____

SubTotal	\$36,432.00
Sales Tax	\$0.00
Total	\$36,432.00

PURCHASE REQUISITION

Agency Leave Blank

CITY OF NEW HAVEN

Board of Education	Agency New Haven Public Schools	Date Prepared 9/5/2019	Funding/Agency 1000/900 3078-17GG	Program	Location	Object
Important: Use separate items involving more than one classification of each for and canary copies to business office.	Organization: School Construction Program	Reg. No.	190			
	Delivery Point: Strong/Obama	Requested By: Tom Smith		Approved by: (Agcy Head of Auth. Agent)		

DESCRIPTION (Type, size, color, weight, shape, quality, packaging, etc. Be specific. Give complete information to avoid mistakes.)	Unit of Meas.	Quantity	Est. Unit Cost	Total Cost	Date Needed
STATE CONTRACT # 13PSX0280					
THIS PURCHASE ORDER IS BEING ISSUED IN ACCORDANCE WITH SECTION 10-292 (A), (C) AND (D) OF THE CONNECTICUT GENERAL STATUTES PERTINENT TO THE USE OF STATE CONTRACTS BY SCHOOL DISTRICTS.					
SLSQ51199 dated 9/4/19 PC's					
Dell Optiflex 3070 SFF DVDRW	ea	44	599.00	\$26,356.00	
Dell 24 Monnitor	ea	44	175.00	\$7,700.00	
Imaging	ea	44	16.00	\$704.00	
Delivery	ea	44	8.00	\$352.00	
Installation	ea	44	30.00	\$1,320.00	
SLSQ51196 dated 9/5/19 Laptops					
Dell Latitude 5400	ea	33	949.00	\$31,317.00	
Imaging	ea	33	16.00	\$528.00	
Delivery	ea	33	8.00	\$264.00	
Installation	ea	33	30.00	\$990.00	
Price includes delivery & installation					
NO DELIVERIES ARE TO BE MADE WITHOUT 72 HRS. NOTICE PRIOR TO DELIVERY					
Contact Tom Smith of New Haven School Construction 72 hours prior to all deliveries at (860) 729-9476. All items are to be delivered and installed with the removal of all debris from site by the responsible vendor. NO DUMPSTERS will be be provided.					
Prior to ordering, refer to the project manual and drawings for detailed specifications, finishes and locations.					
Barack H. Obama Magnet University School 69 Farnham Ave New Haven, CT					
SUGGESTED VENDOR (Name & Address)					
Advanced Office Systems 296 East Main Street Branford, CT 06405					
Contact: Elizabeth Marchese Phone: (203) 481-5349 Fax: (203) 481-8316 Email: emarchese@aosinc.com					
				TOTAL:	\$69,531.00

Edited By: ***All Space Below this line reserved for purchas Approved for purchase by:



STATE OF CONNECTICUT

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Search Search Results **Results Detail** Solicitation Detail

SCP Contract Details

State Contracting Portal Contract Results

Administrative Services, Procurement Services Contract Detail Info For # 13PSX0280

Dates

Award Date	Start Date	End Date
10/01/2015	10/01/2015	03/31/2020

Description

Minnesota NASPO ValuePoint Computer Equipment as outlined in each Participating Addendum

Comments

REDUCED PRICING FOR DELL AND LENOVO HAS BEEN ADDED TO CONTRACT. PRICING FOR DELL AND LENOVO IS GOOD FROM 8/22/19 THROUGH 11/21/19. Please include hard drive retention when applicable. Printer purchases are not allowed from this contract. Only related peripherals at the time of equipment procurement can be procured from this contract (exception is Apple Brand).

Solicitation and Contract Conditions

Includes SBE/MBE Requirements	Qualified Partnership	DBE	Political Subdivisions	Agencies	CT Recovery
No	No	No	Yes	Yes	No

Contact(s)

Contact	Telephone	FAX	E-Mail
Janet DelGreco Olson	(860) 713-5079	(860) 622-2961	janet.delgreco@ct.gov

Common Documents

Date	Description
8/30/2019 1:36:52 PM	Updated Lenovo 8.22 pricing.pdf Correct pricing for Lenovo from August 22, 2019 reverse auction.
8/29/2019 8:51:36 AM	Dell 8.22 pricing.pdf Dell pricing from August 22 2019 reverse auction
8/29/2019 9:00:49 AM	UPDATED DELL WEBSITE.pdf Dell website link
4/2/2019 4:03:09 PM	Dell 13PSX0280-MNWNC-108 Final PA.pdf Dell PA
5/6/2019 11:41:14 AM	State of Connecticut Executive Branch Agencies use of Dell Contract 13PSX0280-MNWNC-108 Updated 5.6.19.pdf Dell Suppliers updated
6/11/2018 3:28:20 PM	Hewlett Packard Enterprise 13PSX0280-MNNVP-134 9.17.15 Complete with Amendment 1 Updated 6.11.18 Post.pdf Hewlett Packard Enterprises 13PSX0280 - MNNVP-134 Complete with Amendment and Assignment.
4/20/2018 10:16:25 AM	Contract 13PSX0280 - Microsoft.pdf MICROSOFT 13PSX0280-MNWNC-119 Participatin Addendum and Pricing
4/2/2019 3:08:39 PM	MICROSOFT SUPPLIERS IN CT updated 4.2.19.pdf Microsoft Suppliers in CT
8/6/2018 9:23:04 AM	Lenovo Participating Addendum 13PSX0280-MNWNC-117 12.8.15 Complete Updated 4.5.17.pdf Lenovo Participating Addendum 13PSX0280-MNWNC-117 Complete Updated 8.8.18
5/1/2018 11:21:48 AM	HP Inc 13PSX0280-MNNVP-133 9.17.15 With State Instructions and Minnesota MPA Updated 12.27.17 Post.pdf HP, Inc. 13PSX0280 - MNNVP-133
5/25/2016 8:21:26 AM	home.asp?oi=E9CED HP Products and Pricing
9/6/2018 3:12:47 PM	apple contract.pdf Apple Inc. Participating Addendum and Usage Instructions.

20 Vendor(s)

Contract #	Cert	Vendor	Contact	Catalog
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	SBE	Advanced Computer Technologies, Inc. 101 Merritt 7 Norwalk, CT 06851 Peoplesoft ID: 0000052000	Linda Bedell Phone: (203) 847-9433 FAX: (203) 847-2475 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	MBE	Advanced Corporate Networking Inc. DBA: Digital BackOffice 192 Naugatuck Ave. Milford, CT 06460 Peoplesoft ID: 0000012528	Rick Persico Phone: (203) 874-5545 FAX: (203) 876-1788 E-Mail	No
13PSX0280MNWN Start: 10/01/2015 End: 03/31/2020	MBE	Advanced Office Systems, Inc. 296 East Main Street Branford, CT 06405 Peoplesoft ID: 0000010063	Betsy Marchese Phone: (860) 635-7100 FAX: (860) 635-7139 E-Mail	No
13PSX0280-MNNVP-134-AE Start: 10/01/2015 End: 03/31/2020	No	Rolta Advizex Technologies, LLC 3 Burlington Woods Drive Burlington, MA 01803	Dorris Woolery Phone: (617) 519-5682 E-Mail	No
13PSX0280 Start: 10/01/2015 End: 03/31/2020	No	Apple, Inc. 1 INFINITE LOOP CUPERTINO, CA 95014 Peoplesoft ID: 0000010320	Ralph Wright Phone: (512) 415-6199 E-Mail	No
13PSX0280119AA Start: 04/20/2018 End: 03/31/2020	No	CDW GOVERNMENT LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061-0000 Peoplesoft ID: 0000010232	Stephanie Polansky Phone: (203) 513-3500 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	SBE	Consolidated Computing, inc. 380 Morehouse Road Easton, CT 06612	David Loewenbaum Phone: (203) 268-3455 E-Mail	No
13PSX0280MNWN Start: 10/01/2015 End: 03/31/2020	No	Dell Marketing LP One Dell Way Round Rock, TX 78682 Peoplesoft ID: 0000010075	Greg Mangini Phone: (860) 558-3824 E-Mail	No
13PSX0280MPNV Start: 10/01/2015 End: 03/31/2020	No	Hewlett Packard Enterprise Company 6280 America Center Drive San Jose, CA 95002	Stacey Kearns Phone: (501) 205-6277 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	No	HP Inc. 1501 Page Mill Road Palo Alto, CA 94304 Peoplesoft ID: 0000010525	Debra Lee Phone: (847) 537-0344 FAX: (847) 572-1336 E-Mail	No
13PSX0280MNWN Start: 10/01/2015 End: 03/31/2020	MBE	Imperium Technology Group, LLC 6206 Avalon Drive Shelton, CT 06484 Peoplesoft ID: 0000185888	Melissa Incostanti Phone: (203) 929-0020 E-Mail	No
13PSX0280MNWN Start: 12/08/2015 End: 03/31/2020	No	Lenovo 1019 Think Place Morrisville, NC 27560 Peoplesoft ID: 0000078968	Katherine Bellus Phone: (919) 874-3565 E-Mail	No
13PSX0280MNWNC119AB Start: 04/20/2018 End: 03/31/2020	No	Microsoft Microsoft Corporation Redmond, WA 98052 Peoplesoft ID: 0000013536	Justin Veras Phone: (860) 256-1338 E-Mail	No
13PSX0280MNWN Start: 10/01/2015 End: 03/31/2020	SBE	New England Systems, Inc DBA: NSI 102 Great Hill Road Naugatuck, CT 06770 Peoplesoft ID: 0000011637	Bob Walker Phone: (203) 723-4431 E-Mail	No
13PSX0280-MNW Start: 12/08/2015 End: 03/31/2020	MBE	Sai Systems International, Inc. 5 Research Drive Shelton, CT 06484-6216 Peoplesoft ID: 0000100435	Chirag Modi Phone: (203) 929-0790 FAX: (203) 929-6948 E-Mail	No
	No			No

13PSX0280MNWNCI19AD Start: 04/20/2018 End: 03/31/2020		<u>SHI International Corp</u> 290 Davidson Ave Somerset, NJ 08873 Peoplesoft ID: 0000010136	Nick Grappone Phone: (860) 552-2509 E-Mail	
13PSX0280MNWNCI19AE Start: 04/20/2018 End: 03/31/2020	No	<u>Softchoice Corporation</u> 314 W Superior suite 301 chicago, IL 60654	David Butkiewicz Phone: (203) 797-9000 E-Mail	No
13PSX0280 Start: 10/01/2015 End: 03/31/2020	No	<u>Southern Computer Warehouse, Inc.</u> 1395 S marietta pkwy marietta, GA 30067	Julia Stewart Phone: (770) 579-8927 E-Mail	No
13PSX0280MNWN Start: 10/01/2015 End: 07/09/2018 Expired	MBE	<u>The Walker Group, Inc.</u> 20 Waterside Drive Farmington, CT 06032 Peoplesoft ID: 0000034028	Trenton Tubolino Phone: (860) 678-3530 E-Mail	No
13PSX0280MNWN Start: 07/26/2016 End: 03/31/2020	SBE	<u>WHOLESALE COMPUTER EXCHANGE</u> 9 Trefoil Drive Trumbull, CT 06611	Tom Quinn Phone: (203) 459-8222 FAX: 203498222 E-Mail	No

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All State [disclaimers and permissions](#) apply.
Hit Counter 13,682,901

Memorandum

To: NHPS Finance and Operations Committee
From: Tom Smith
Re: Approval of Purchase Order
Digital Back Office
Strong/Barack H. Obama Magnet University School
Meeting Date: September 16, 2019

Executive Summary:

Approval is requested for the following **Purchase Order** for **Digital Back Office** of 192 Naugatuck Ave, Milford, CT 06460 for HP Chromebooks and Datamation Charging Carts for Strong/Barack H. Obama Magnet University School.

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

\$58,090.92

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 #13PSX0280

PURCHASE REQUISITION

Agency Leave Blank

CITY OF NEW HAVEN

Board of Education	Agency New Haven Public Schools	Date Prepared 9/4/2019	Funding/Agency 1000/900 3078-17GG	Program	Location	Object
Important: Use separate items involving more than one commodity class. <input type="checkbox"/> items involving more than one classification of each for and canary copies to business office .	Organization: School Construction Program Delivery Point: Strong/Obama	Reg. No.	190			
Requested By: Tom Smith			Approved by: <i>(Agcy Head of Auth. Agent)</i>			

DESCRIPTION (Type, size, color, weight, shape, quality, packaging, etc. Be specific. Give complete information to avoid mistakes.)	Unit of Meas.	Quantity	Est. Unit Cost	Total Cost	Date Needed
STATE CONTRACT # 13PSX0280					
THIS PURCHASE ORDER IS BEING ISSUED IN ACCORDANCE WITH SECTION 10-292 (A), (C) AND (D) OF THE CONNECTICUT GENERAL STATUTES PERTINENT TO THE USE OF STATE CONTRACTS BY SCHOOL DISTRICTS.					
See HP Quote dated 8/29/19 ID: 10254225					
HP Chromebook 14 G5	ea	180	226.00	\$40,680.00	
HP 3yr pickup Return Notebook	ea	180	25.00	\$4,500.00	
HP EDU Google Chrome Mgmt Console	ea	180	24.00	\$4,320.00	
See Quote dated 9/3/19					
Datamation Security Charging Carts for Chromebooks	ea	6	1,431.82	\$8,590.92	
Price includes delivery & installation					
NO DELIVERIES ARE TO BE MADE WITHOUT 72 HRS. NOTICE PRIOR TO DELIVERY					
Contact Tom Smith of New Haven School Construction 72 hours prior to all deliveries at (860) 729-9476. All items are to be delivered and installed with the removal of all debris from site by the responsible vendor. NO DUMPSTERS will be provided.					
Prior to ordering, refer to the project manual and drawings for detailed specifications, finishes and locations.					
Barack H. Obama Magnet University School 69 Farnham Ave New Haven, CT					
SUGGESTED VENDOR (Name & Address)					
Digital Back Office 192 Naugatuck Ave Milford, CT 06460					
Contact: Rick Persico Phone: (203) 874-5545 x111 Fax: Email:rickp@digitalbackoffice.com					
				TOTAL:	\$58,090.92

Edited By: ***All Space Below this line reserved for purchase Approved for purchase by:



August 29, 2019

CITY OF NEW HAVEN
54 MEADOW ST
NEW HAVEN, CT 06519-1783

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: 13PSX0280-MNNVP-133 when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

All Purchase Orders need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Orders should be either Faxed to 800-825-2329, emailed to PSOrderProcessing@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

Ordering address:

HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728



HP Chromebook 14 G5, 3yr Support & Google License

Partner agent	10254225	Quote number	896977
Quote total	USD \$49,500.00	Created on	August 29, 2019
		Expires on	September 28, 2019

Order Information

Email notification	catherineg@digitalbackoffice.com	Email notification comments
--------------------	----------------------------------	-----------------------------

Purchaser contact information

Robert Pinsker, robert.pinsker@new-haven.k12.ct.us, 203-410-0099,

Billing information

Billing address

Company	CITY OF NEW HAVEN	Attention to
Address line 1	54 MEADOW ST	Email
Address line 2		Phone
Address line 3		Fax
City	NEW HAVEN	
State/Province	Connecticut	
Zip/postal code	06519-1783	
Country	US	

Invoice instructions



Shipping information

Shipping address

Company	City of New Haven	Attention to	
Address line 1	54 MEADOW ST	Email	
Address line 2		Phone	2036246973
Address line 3		Fax	
City	NEW HAVEN		
State/Province	Connecticut		
Zip/Postal code	06519-0000		
Country	US		

Shipping options

Requested delivery date
 Shipping method

Shipping instructions

Quote Summary

Product	Product number	MFG#:	Qty	Unit Price	Total Price
HP Chromebook 14 G5 U.S. - English localization	3NU63UT#ABA		180	USD \$226.00 USD 276.21 Special price valid until 02/29 /2020	USD \$40,680.00
HP 3y Pickup Return Notebook Only SVC	UQ990E		180	USD \$25.00 USD 31.16 Special price valid until 02/29 /2020	USD \$4,500.00
HP EDU Google Chrome Mgmt Console E-LTU	JOX44AAE		180	USD \$24.00 USD 31.60 Special price valid until 02/29 /2020	USD \$4,320.00



Special pricing code 41802233	Subtotal	USD \$49,500.00
	Estimated Tax	USD \$0.00
	Total	USD \$49,500.00

HP requires: ID: 10254225 be listed on purchase order.

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

Federal Government Customers Only - The Customer is responsible for ensuring the value of Open Market items is consistent with their contract terms and conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

Date: 9/3/2019

Quote valid until 10/3/2019



QUOTE FROM:
 Kevin Broesder / Third Party Solutions
 HP INC.
 505-349-9896
kevin.broesder@hp.com

REMIT PAYMENT TO:	CUSTOMER INFORMATION:	Agent of Record
HP INC. P.O. Box 742881 Los Angeles, CA 90074-2881 ORDERS-PROCESSING-USA@hp.com	New Haven School HP Direct with Agent Agent: Advanced Corporate Networking	Reseller: Advanced Corp. Location ID: 10254225

Qty.	MFG Part Number	HP Part Number	Product/Services Description	Unit Cost	Extended Cost
6	DS-GR-CBW-L32-C	A938531	DATAMATION SECURITY CART TO ACCOMMODATE	\$1,431.82	\$8,590.92
		Total			\$8,590.92

Tax Information

All orders subject to sales tax. If you are requesting exemption, please provide a copy of your Sales & Use Tax Exemption certification.

Special Instructions, Terms and Conditions, Comments

PUBLIC SECTOR CUSTOMERS RECEIVE FREE GROUND FREIGHT **ALL GETAC ORDERS ARE NONRETURNABLE AND NONREFUNDABLE**

- Unless the customer has another valid agreement with HP this quotation is governed by HP's Standard Single Order Terms and Conditions. A copy of these terms can be found on-line (<http://welcome.hp.com/country/us/en/privacy/termsofsale.html>) or can be requested from your Customer Service or Sales Representatives. All orders must reference this HP quotation for acceptance. No other terms or conditions shall apply.

This quotation is governed by Hewlett-Packard's Terms and Conditions of Sale and Service (Exhibit E16). **Non-HP branded products receive warranty coverage as provided by the relevant third party supplier.**

All sales are contingent upon credit review

After products are shipped, orders can not be canceled and no returns can be accepted.

STATE OF CONNECTICUT

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SCP Contract Details

State Contracting Portal Contract Results

Administrative Services, Procurement Services

Contract Detail Info For # **13PSX0280**

Dates

Award Date	Start Date	End Date
10/01/2015	10/01/2015	03/31/2020

Description

Minnesota NASPO ValuePoint Computer Equipment as outlined in each Participating Addendum

Comments

REDUCED PRICING FOR DELL AND LENOVO HAS BEEN ADDED TO CONTRACT. PRICING FOR DELL AND LENOVO IS GOOD FROM 8/22/19 THROUGH 11/21/19. Please include hard drive retention when applicable. Printer purchases are not allowed from this contract. Only related peripherals at the time of equipment procurement can be procured from this contract (exception is Apple Brand).

Solicitation and Contract Conditions

Includes SBE/MBE Requirements	Qualified Partnership	DBE	Political Subdivisions	Agencies	CT Recovery
No	No	No	Yes	Yes	No

Contact(s)

Contact	Telephone	FAX	E-Mail
Janet DelGreco Olson	(860) 713-5079	(860) 622-2961	janet.delgreco@ct.gov

Common Documents


Date	Description
8/30/2019 1:36:52 PM	Updated Lenovo 8.22 pricing.pdf Correct pricing for Lenovo from August 22, 2019 reverse auction.
8/29/2019 8:51:36 AM	Dell 8.22 pricing.pdf Dell pricing from August 22 2019 reverse auction
8/29/2019 9:00:49 AM	UPDATED DELL WEBSITE.pdf Dell website link
4/2/2019 4:03:09 PM	Dell 13PSX0280-MNWNC-108 Final PA.pdf Dell PA
5/6/2019 11:41:14 AM	State of Connecticut Executive Branch Agencies use of Dell Contract 13PSX0280-MNWNC-108 Updated 5.6.19.pdf Dell Suppliers updated
6/11/2018 3:28:20 PM	Hewlett Packard Enterprise 13PSX0280-MNNVP-134 9.17.15 Complete with Amendment 1 Updated 6.11.18 Post.pdf Hewlett Packard Enterprises 13PSX0280 - MNNVP-134 Complete with Amendment and Assignment.
4/20/2018 10:16:25 AM	Contract 13PSX0280 - Microsoft.pdf MICROSOFT 13PSX0280-MNWNC-119 Participatin Addendum and Pricing
4/2/2019 3:08:39 PM	MICROSOFT SUPPLIERS IN CT updated 4.2.19.pdf Microsoft Suppliers in CT
8/6/2018 9:23:04 AM	Lenovo Participating Addendum 13PSX0280-MNWNC-117 12.8.15 Complete Updated 4.5.17.pdf Lenovo Participating Addendum 13PSX0280-MNWNC-117 Complete Updated 8.8.18
5/1/2018 11:21:48 AM	HP Inc 13PSX0280-MNNVP-133 9.17.15 With State Instructions and Minnesota MPA Updated 12.27.17 Post.pdf HP, Inc. 13PSX0280 - MNNVP-133
5/25/2016 8:21:26 AM	home.asp?oi=E9CED HP Products and Pricing
9/6/2018 3:12:47 PM	apple contract.pdf Apple Inc. Participating Addendum and Usage Instructions.

20 Vendor(s)

Contract #	Cert	Vendor	Contact	Catalog
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	SBE	Advanced Computer Technologies, Inc. 101 Merritt 7 Norwalk, CT 06851 Peoplesoft ID: 0000052000	Linda Bedell Phone: (203) 847-9433 FAX: (203) 847-2475 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	MBE	Advanced Corporate Networking Inc. DBA: Digital BackOffice 192 Naugatuck Ave. Milford, CT 06460 Peoplesoft ID: 0000012528	Rick Persico Phone: (203) 874-5545 FAX: (203) 876-1788 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	MBE	Advanced Office Systems, Inc. 296 East Main Street Branford, CT 06405 Peoplesoft ID: 0000010063	Betsy Marchese Phone: (860) 635-7100 FAX: (860) 635-7139 E-Mail	No
13PSX0280-MNNVP-134-AE Start: 10/01/2015 End: 03/31/2020	No	Rolta Advizex Technologies, LLC 3 Burlington Woods Drive Burlington, MA 01803	Dorris Woolery Phone: (617) 519-5682 E-Mail	No
13PSX0280 Start: 10/01/2015 End: 03/31/2020	No	Apple, Inc. 1 INFINITE LOOP CUPERTINO, CA 95014 Peoplesoft ID: 0000010320	Ralph Wright Phone: (512) 415-6199 E-Mail	No
13PSX0280119AA Start: 04/20/2018 End: 03/31/2020	No	CDW GOVERNMENT LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061-0000 Peoplesoft ID: 0000010232	Stephanie Polansky Phone: (203) 513-3500 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	SBE	Consolidated Computing, inc. 380 Morehouse Road Easton, CT 06612	David Loewenbaum Phone: (203) 268-3455 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	No	Dell Marketing LP One Dell Way Round Rock, TX 78682 Peoplesoft ID: 0000010075	Greg Mangini Phone: (860) 558-3824 E-Mail	No
13PSX0280MPNV Start: 10/01/2015 End: 03/31/2020	No	Hewlett Packard Enterprise Company 6280 America Center Drive San Jose, CA 95002	Stacey Kearns Phone: (501) 205-6277 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	No	HP Inc. 1501 Page Mill Road Palo Alto, CA 94304 Peoplesoft ID: 0000010525	Debra Lee Phone: (847) 537-0344 FAX: (847) 572-1336 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	MBE	Imperium Technology Group, LLC 6206 Avalon Drive Shelton, CT 06484 Peoplesoft ID: 0000185888	Melissa Incostanti Phone: (203) 929-0020 E-Mail	No
13PSX0280MNNV Start: 12/08/2015 End: 03/31/2020	No	Lenovo 1019 Think Place Morrisville, NC 27560 Peoplesoft ID: 0000078968	Katherine Bellus Phone: (919) 874-3565 E-Mail	No
13PSX0280MNNV Start: 04/20/2018 End: 03/31/2020	No	Microsoft Microsoft Corporation Redmond, WA 98052 Peoplesoft ID: 0000013536	Justin Veras Phone: (860) 256-1338 E-Mail	No
13PSX0280MNNV Start: 10/01/2015 End: 03/31/2020	SBE	New England Systems, Inc DBA: NSI 102 Great Hill Road Naugatuck, CT 06770 Peoplesoft ID: 0000011637	Bob Walker Phone: (203) 723-4431 E-Mail	No
13PSX0280-MNV Start: 12/08/2015 End: 03/31/2020	MBE	Sai Systems International, Inc. 5 Research Drive Shelton, CT 06484-6216 Peoplesoft ID: 0000100435	Chirag Modi Phone: (203) 929-0790 FAX: (203) 929-6948 E-Mail	No
	No			No

13PSX0280MNWNC119AD Start: 04/20/2018 End: 03/31/2020		SHI International Corp 290 Davidson Ave Somerset, NJ 08873 Peoplesoft ID: 0000010136	Nick Grappone Phone: (860) 552-2509 E-Mail	
13PSX0280MNWNC119AE Start: 04/20/2018 End: 03/31/2020	No	Softchoice Corporation 314 W Superior suite 301 chicago, IL 60654	David Butkiewicz Phone: (203) 797-9000 E-Mail	No
13PSX0280 Start: 10/01/2015 End: 03/31/2020	No	Southern Computer Warehouse, Inc. 1395 S marietta pkwy marietta, GA 30067	Julia Stewart Phone: (770) 579-8927 E-Mail	No
13PSX0280MNWN Start: 10/01/2015 End: 07/09/2018 Expired	MBE	The Walker Group, Inc. 20 Waterside Drive Farmington, CT 06032 Peoplesoft ID: 0000034028	Trenton Tubolino Phone: (860) 678-3530 E-Mail	No
13PSX0280MNWN Start: 07/26/2016 End: 03/31/2020	SBE	WHOLESALE COMPUTER EXCHANGE 9 Trefoil Drive Trumbull, CT 06611	Tom Quinn Phone: (203) 459-8222 FAX: 203498222 E-Mail	No
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Memorandum

To: NHPS Finance and Operations Committee
From: Tom Smith 
Re: Approval of Purchase Order
Apple Inc.
Strong/Barack H. Obama Magnet University School
Meeting Date: September 16, 2019

Executive Summary:

Approval is requested for the following **Purchase Order** for **Apple Inc.** of 5505 W. Palmer Lane, Austin TX 78727 for mini iPads and Charging Carts for Strong/Barack H. Obama Magnet University School.

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

\$63,559.80

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.

Sole Source #28011X

Fiscal Year 2019-2020

Quarter _____

PURCHASE REQUISITION

Agency Leave Blank

CITY OF NEW HAVEN

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			
	Delivery Point: Strong/Obama 69 Farnham Ave New Haven, CT	Requested By: Tom Smith		Approved by: (Agcy Head of Auth. Agent)		

DESCRIPTION (Type, size, color, weight, shape, quality, packaging, etc. Be specific. Give complete information to avoid mistakes.)	Unit of Meas.	Quantity	Est. Unit Cost	Total Cost	Date Needed
Item Description:					
SOLE SOURCE #228011X					
See Quote dated 8/28/19					
iPad mini (10 pack) - 3yr AppleCare+	ea	12	4,530.00	\$54,360.00	
LocknCharge iQ 30 Cart for iPad and iPad mini	ea	4	2,299.95	\$9,199.80	
Price includes delivery					
NO DELIVERIES ARE TO BE MADE WITHOUT 72 HRS. NOTICE PRIOR TO DELIVERY					
Contact Tom Smith of New Haven School Construction 72 hours prior to all deliveries at (860) 729-9476. All items are to be delivered and installed with the removal of all debris from site by the responsible vendor. NO DUMPSTERS will be provided.					
Prior to ordering, refer to the project manual and drawings for detailed specifications, finishes and locations.					
Barack H. Obama Magnet University School 69 Farnham Ave New Haven, CT					
SUGGESTED VENDOR (Name & Address)					
Apple Inc. 5505 W.Palmer Lane Bldg 7 Austin, Tx 78727					
Contact: Ryan Kneeland Phone: (512) 674-2014 Fax: Email:kneeland@apple.com					
				TOTAL:	\$63,559.80

Edited By: _____ ***All Space Below this line reserved for purchas Approved for purchase by: _____

Apple Inc. Education Price Quote

Customer:	Linda Fredrickson CITY OF NEW HAVEN BOARD OF EDUC Phone: 860-651-3150 email: lfredrickson@gtc.us.com	Apple Inc:	Ryan Kneeland 5505 W Parmer Lane Bldg 7 Austin, TX 78727-6524 email: kneeland@apple.com
------------------	---	-------------------	---

Apple Quote: 2205712346

Quote Date: Wednesday, August 28, 2019

Quote Valid Until: Friday, September 27, 2019

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	iPad mini Wi-Fi 64GB -- Space Gray (10-pack) with 3-Year AppleCare+ Part Number: BNS22LL/A iPad mini Wi-Fi 64GB -- Space Gray Part Number: MUUU2LL/A Quantity: 120 3-Year AppleCare+ for iPad / iPad Air / iPad mini Part Number: S6560LL/A Quantity: 120	12	\$4,530.00	\$54,360.00
2	LocknCharge iQ 30 Cart for iPad and iPad mini -- Sync and Charge Part Number: HGRW2LL/B	4	\$2,299.95	\$9,199.80

Edu List Price Total **\$63,559.80**

- Additional Tax \$0.00

- Estimated Tax \$0.00

Extended Total Price* **\$63,559.80**

*In most cases Extended Total Price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2205712346. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

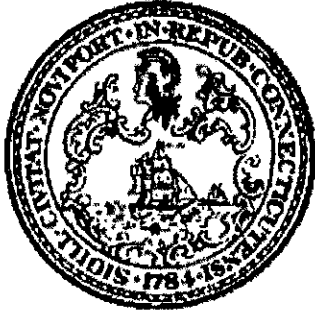
- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, September 27, 2019 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID:
<https://ecommerce.apple.com>
 Fax:

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Date of last revision – June 20th, 2016



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



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

SLSRC #28011X

DATE: December 12, 2007

TO: William Clark
Board of Education

FM: Michael V. Fumiatti,
Purchasing Agent

RE: Sole Source request – Apple Computer

I have received your sole source request for the above referenced vendor to provide computer equipment, which they manufacture and hold the patents. The Board of Education has many Apple Computers in our inventory and for continuity we should continue to purchase like equipment.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate Apple Computer as the “Sole Source” provider for the above referenced purpose. **Please forward a Purchase Requisition to this office and include the Sole Source Number in the vendor notes.**

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

Please note: Any non-competitively bid contract which is \$100,000.00 or greater must receive Board of Alderman approval.

Any questions, please feel free to contact me @ x8201.

cc: Carmen Buenaventura - Supervisory Auditor, Accounts Payable
Frank Gentile - Education
Carletta Wright – Education
Linda Hannans - Special Fund BOE
File