



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Patricia DeMaio  
**Date:** August 4, 2023  
**Re:** ERS Volunteer Screening

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Please **answer all questions and attach any required documentation as indicated below.** Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Employer's Reference Source, (ERS)
2. **Description of Service:** Provide nation criminal background screening of volunteers serving in New Haven Public Schools
3. **Amount of Agreement and hourly or session cost:** \$8,000.00, cost breakdown as described in the Agreement includes criminal records, Social Security Trace, court fees, sex-offender registry, motor vehicle searches.
4. **Funding Source and account number:** School Volunteer Program; acct #2528-6028-56694-0000
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: District wide
7. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? Cost remains the same as last year.
  - b. What would an alternative contractor cost: Cost is competitive and comparable to other providers. ERS is a CT based company versus out-of-state, and has a solid reputation of providing NHPS with timely services, within 24-48 hours.
  - c. If this is a continuation, when was the last time alternative quotes were requested? July 2023. Quotes attached.
  - d. For new or continuation: is this a service existing staff could provide. If no, why not? Professional service required for criminal background service. Cannot be provided in house.
8. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development?
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?

- b. After School or Extended Hours Program?
- c. School Readiness or Head Start Programs?
- d. Other: (Please describe): Criminal background screening of volunteers.

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? Yes
- b. Is the Contractor Local? Waterbury, CT
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: service must be provided by an external contractor. However, volunteers support staff and students by assisting in the classroom as tutors, mentors, assistants, library assistants

**10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:**

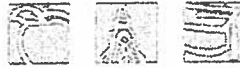
- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: Criminal background screening.  
[https://www.employersreference.com/?utm\\_source=Google&utm\\_medium=Google+My+Business&utm\\_campaign=Google+My+Business](https://www.employersreference.com/?utm_source=Google&utm_medium=Google+My+Business&utm_campaign=Google+My+Business)
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Quotes from two other providers, attached.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Comparable rates to competitors. Contractor is based in Waterbury, CT versus out of state contractors. ERS has a long term reputation with NHPS, providing timely service, within 24-48 hours.
- d. Who were the members of the selection committee that scored bid applications? Quotes, selected by Patricia DeMaio and Linda Powell.
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

**11. Evidence of Effectiveness & Evaluation**

**Answer all questions**

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Criminal background screening of prospective volunteers for the safety of students and staff.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Monthly billing demonstrates that service is provided 24-48 hours after requesting service.
  - c. How is this service aligned to the District Continuous Improvement Plan? Provide screened volunteers to support student achievement through tutoring, mentoring, class room and library assistance.
12. Why do you believe this Agreement is fiscally sound? The service is fully funded by endowment income for School Volunteers. District funds are not utilized and we do not ask volunteers to pay for the service.
13. What are the implications of not approving this Agreement? Criminal background screening is required. Choice of contractor can change.



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Employer's Reference Source (ERS)

Doing Business As, if applicable:

Business Address: 1587 Hamilton Avenue, Waterbury, CT

Business Phone: 203-755-7878

Business email: [lorit@employersreference.com](mailto:lorit@employersreference.com)

Funding Source & Acct # including location code: School Volunteer Program, Acct.  
# 2528-6028-56694-0000

Principal or Supervisor: Patricia DeMaio

Agreement Effective Dates: From 9/5/2023 To 6/30/2024

Hourly rate or per session rate or per day rate. Varies based on type of screening as outlined in the Agreement.

Total amount: \$ 8,000.00

Description of Service: To conduct national criminal background screening including Social Security Trace, sex offenders registry and motor vehicle records for volunteers in New Haven Public Schools.

Submitted by: Patricia DeMaio Phone: 475-220-1372

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

*Employers Reference Service (ERS)*

FOR DEPARTMENT/PROGRAM:

**School Volunteer Program**

This Agreement entered into on the 26th day of July, 2023, effective September 5th, 2023 (no sooner than the day after Board of Education Approval), by and between the New Haven Board of Education (herein referred to as the "Board" and, Employers Reference Source (ERS) located at, 1587 Hamilton Avenue, Waterbury, CT 06706 (herein referred to as the "Contractor").

**Compensation:**

The Board shall pay the contractor for satisfactory performance of services required the amount of \$9.00 per CT Criminal Record; \$3.00 per Social Security Trace; up to \$32.50 per motor vehicle check; \$7.00 per nation-wide check; and additional costs for out of State court fees up to \$85.00 per case and \$1.00 per Sex-offender Registry check.

Total amount: Eight thousand dollars and no cents (\$8,000.00). 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: **School Volunteer Program** of the New Haven Board of Education, **Account Number: 2528-6028-56694 Location Code: 0000**

This agreement shall remain in effect from September 5, 2023 to June 30, 2024.

**SCOPE OF SERVICE:**

To conduct national criminal background screening, including Social Security trace, sex offenders registry, and motor vehicle records for volunteers serving in New Haven Public Schools.

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

*Exhibit B: Student Data Privacy - attached*

*Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs. regardless of location.*

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

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

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

  
Contractor Signature

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

7/31/2023  
Date

\_\_\_\_\_  
Date

Lori Kecskes, President  
Contractor Printed Name & Title



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





# INTELLIGENTS E.T.V.

INTELLIGENTS EMPLOYEE & TENANT VERIFICATION



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## CONNECTICUT BACKGROUND SCREENING

Background checks are a common part of the hiring process for many employers in Connecticut. However, there are a number of laws that govern how employers can use background checks.

### **Federal Laws**

Employers in Connecticut are subject to the Fair Credit Reporting Act (FCRA), which is a federal law that regulates the use of consumer reports, including background checks. The FCRA requires employers to:

- Provide applicants with a copy of their credit report before making an adverse decision based on the report.
- Provide applicants with an opportunity to dispute any inaccurate or incomplete information in their credit report.
- Not discriminate against applicants based on their credit report.

### **State Laws**



# INTELLIGENTS E.T.V.

INTELLIGENTS EMPLOYEE & TENANT VERIFICATION



## **Applicant Rights**

Applicants in Connecticut have a number of rights when it comes to background checks. These rights include:

- The right to be informed about the nature and scope of the background check.
- The right to dispute any inaccurate or incomplete information in the background check report.
- The right to be provided with a copy of the background check report before an adverse decision is made.
- The right to not be discriminated against based on the information in the background check report.

## **Conclusion**

Background checks are a common part of the hiring process for many employers in Connecticut. However, there are a number of laws that govern how employers can use background checks. Employers who fail to comply with these laws may be subject to legal action. Applicants also have a number of rights when it comes to background checks. It is important for employers and applicants to be aware of these laws and rights in order to avoid any problems.



# INTELLIGENTS E.T.V.

INTELLIGENTS EMPLOYEE & TENANT VERIFICATION



If you believe that an employer has discriminated against you based on your criminal history, you can file a complaint with the Connecticut Commission on Human Rights and Opportunities (CHRO). You can also file a lawsuit in state or federal court.

[Contact Us Today](#)

[See Our Complete List of Services](#)

## Basic Package

SSN Verification

Sex Offender Search

SSN Trace

National Criminal Record Trace

**Cost for Package: \$18.95**

[Sign Up or Login to Purchase](#)

## Intermediate Package

SSN Verification

Sex Offender Search

SSN Trace

National Criminal Record Trace

Verification of Employment

Statewide Search

**Cost for Package: \$49.99**

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## Check criminal records and more

Our national criminal background check shows criminal records, convictions, and sex offenders with a single search. Same-day results for most applicants and 90% within 1-4 business days. Our low fixed price of \$19.95 includes real-time court research with no additional fees.

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### Free and Instant Account Setup

We have no setup fees, contracts, or hidden charges. Only pay for what you need, whether a single report or dozens. For almost 20 years our low prices and excellent service have made us the top choice for businesses and individuals throughout the country. Open an account.



### Dedicated Customer Service

We are proud to provide individualized service to our customers. Our U.S. based, experienced staff can answer your questions about pre-employment background checks, tenant screening, driving records, self checks, and more. We are available by phone or e-mail to answer your questions. Let us help.



### Applicant Self Pay Option

We offer an option for your applicants to pay for and run their own background check, then share it securely with you. This private and cost-effective method is especially popular with volunteer organizations, schools, and landlords. See how it works.



### Background Checks 101

Are you new to employment or tenant screening? We have everything you need to get started in a safe, legally compliant manner. Check our resource center to get the forms you need, and see answers to frequently asked questions.



### Stay In Control

Some of our competitors lock you into using their forms, creating substantial risks if you live in a locality with specific rules. While we provide sample background check authorization forms, we allow you to use your own forms cleared by your legal team.



### Report Management System

Our platform supports multi-member teams, with customizable visibility between team member reports. Use billing codes for cost allocation. Review reports and charges easily, and take advantage of our sophisticated searches to find previous reports.

## Get the answers you need, at a price you'll love

We offer comprehensive criminal checks and other pre-employment screening products, with no contract and no monthly minimums.

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SentryLink has protected customers since 2001. Let us show you what we can do.

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Since 2001, SentryLink has provided background checks and employment screening for companies and consumers around the country.

We look forward to serving you.

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## SERVICES AND PRICING

SentryLink provides a comprehensive solution for your employment and tenant screening needs. With our in-depth information, low prices, and fast turn-around time, SentryLink is trusted by businesses and consumers every day. We provide a report dashboard, receipts for expense and tax purposes, and team accounts. Examples of our reports are shown below.

Ready to get started? In most cases, you can use our instant signup to open an account. (Driving records and some specialized reports require additional verification before your first order.) All driving record checks are instant. Most criminal reports finish the same day, with 90% completing in 1-4 business days.

Corporate multi-user and volume accounts are available. For more information, or for any other questions about our services, please visit our resource center or contact us.

Would you like your applicants to run and pay for their own background check? See our self-check option.

[Open an account](#)

## National Criminal Background Check

Our most popular product, our national criminal background check allows you to check out potential employees, volunteers, or tenants with the click of a mouse. This report is FCRA compliant, suitable for pre-employment screening and tenant background checks. Most reports are same day, with 90% finishing within 1-4 business days.

**\$19.95**

[View a sample](#)

[Details / Order](#)

Report prices are per person.

## Driving Records



Make sure that your employees drive responsibly with our motor vehicle record reports. All report results are instant and come straight from the Department of Motor Vehicles.

**\$19.95\***

[View a sample](#)

[Details / Order](#)

\*For most states. To see state prices click [here](#). Report prices are per person and include the state DMV fee.

## SSN Trace and Validation

Our Social Security Number Trace and Validation will examine an SSN to see if it is valid and whether it is listed on the master death index. This report also provides address history, which can be used to perform deeper criminal checks and confirm reported records.

**\$7.00**

[View a sample](#)

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Report prices are per person.

SentryLink has protected customers since 2001. Let us show you what we can do.

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Since 2001, SentryLink has provided background checks and employment screening for companies and consumers around the country.

We look forward to serving you.

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