



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: James Thomas Herring Jr

Doing Business As, if applicable:

Business Address: 106 Oak Street, Unit B, Brewster NY 10509

Business Phone: 914-565-3544

Business email: jamesherring@yahoo.com

Funding Source & Acct # including location code:

- Title 1 C/O: 2531-5265-56694-0444 (Central Office) (\$6,250.00)

Principal or Supervisor: David Diah & Eugene Forman Jr Agreement

Effective Dates: From 03/14/23 To 06/09/23.

Hourly rate or per session rate or per day rate.

- \$125 a session for 50 total sessions

Total amount: \$6,250.00

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

- James Thomas Herring Jr *will be providing introductory Ju-Jitsu instruction during after-school programming at Wexler Grant and Troup School for (15) students per site for a total of (30) students. James Thomas Herring Jr will provide 25 sessions per site for a total of 50 sessions from March 14, 2023 until June 09th, 2023. Instruction will consist of Ju-Jitsu fundamentals with the goal of providing students with a proficient understanding of various moves and techniques involved in the art of Ju-Jitsu. The program aims to expose students to unique programming that enhances both mind and body to increase the probability of success in and out of school.*

Submitted by: Christian Tabares Phone: 475-220-1061



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: David Diah & Eugene Forman Jr
Date: 2/10/23
Re: James Thomas Herring JR

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:** James T Herring Jr
2. **Description of Service:** James Thomas Herring Jr will be providing introductory Ju-Jitsu instruction during after-school programming at Wexler Grant and Troup School for (15) students per site for a total of (30) students. James Thomas Herring Jr will provide 25 sessions per site for a total of 50 sessions from March 14, 2023 until June 09, 2023. Instruction will consist of Ju-Jitsu fundamentals with the goal of providing students with a proficient understanding of various moves and techniques involved in the art of Ju-Jitsu. James Thomas Herring Jr aims to expose students to unique programming that enhances both mind and body to increase the probability of success in and out of school.
3. **Amount of Agreement and hourly or session cost:** \$6,250.00
 - a. \$125 a session for 50 total sessions
4. **Funding Source and account number:**
 - a. Title 1 C/O- 2531-5265-56694-0444 (Central Office)
5. Approximate number of staff served through this program or service:0
6. Approximate number of students served through this program or service: 30 students (15 students per location)
7. **Continuation/renewal or new Agreement?**

Answer all questions:

 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. None- New Contractor
 - b. What would an alternative contractor cost:
 - i. Based on vendors who provide similar services, cost ranges from \$200-\$400 a session.
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - i. N/A

- d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. No, James Thomas Herring Jr is a skilled Martial Arts and Tactics Instructor with black belts in various martial arts systems.

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. NO
 - ii. 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?
 - i. After school
- c. School Readiness or Head Start Programs?
 - i. No
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
 - i. Yes
- b. Is the Contractor Local?
 - i. No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
 - i. No
- d. Is the Contractor a public corporation?
 - i. No
- e. Is this a renewal/continuation Agreement or a new service?
 - i. No
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i. No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. No

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 a link to contractor's website if a company:
 - i. James Thomas Herring Jr is a skilled Martial Arts and Tactics Instructor with black belts in various martial arts systems. The instructor has over 20 years of experience instructing both individual and group classes. His expertise has also been expanded to support Police and Military Tactics training.
 - ii. Resume attached

- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
 - i. Quotes were provided to the Principals of both sites and Assistant Superintendent to support the initiative.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. Yes, \$150 a session for 15 students is \$10 a session per student.
- d. Who were the members of the selection committee that scored bid applications?
 - i. Viviana Conner, David Diah, Eugene Forman Jr, and Christian Tabares
- 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.
 - i. N/A

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?
 - i. The contractor will provide programming to underprivileged students who would not have the luxury or fiscal needs to participate in individual Ju-Jitsu classes. The program aims to expose students to unique programming that enhances both mind and body to increase the probability of success in and out of school.
 - ii. Services will be monitored using the APT tool, which assess the overall quality of the programs staffing, staff's engagement with students and families, collaboration with NHPS staff, transitioning of students and activities offered. The evaluation team consist of the Building Leader with a team, which may consist of other NHPS staff, parents and community members. APT raters observe and score staff interactions (manner, affect, and tone of voice) with youth and families. The observers rate areas such as:
 1. Are staffs greeting students and families
 2. Transitioning of students
 3. Does the space provide appropriate room for all youth and staff?
 4. The ability of staffs to communication with youth and/or their families in their language(s).
 5. The support staff provide in assisting youth with organizing and preparing themselves to do their homework.
 6. Staffs adjustments and accommodations for students based on their experiences and needs and that
 7. Staffs use of simple reminders and redirection to support positive behaviors.
 8. Dismissal Process
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - i. N/A
- c. How is this service aligned to the District Continuous Improvement Plan?
 - i. The services provided align with the district improvement plan by providing quality after school programming to students to assure we are engaging students in positive manner. By engaging students, we can build relationships to keep students in school to decrease chronic absenteeism.

12. Why do you believe this Agreement is fiscally sound?

- a. This agreement provides students with exposure to introductory to basic Ju-Jitsu in an effort to engage students after school. At a rate of \$10 a student per session for a total of

\$150 a session, this agreement will provide tremendous value to students at Troup and Wexler at an affordable price.

13. What are the implications of not approving this Agreement?

- a. Students at Troup and Wexler will not be granted the opportunity to participate in activities that build important developmental factors. Without these types of opportunities, we are limiting the activities we provide to our youth. Lack of support could lead to an increased risk of youth engaging in negative activities outside of their parent's/guardian's supervision.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(James Thomas Herring Jr)

FOR DEPARTMENT/PROGRAM:

(Wexler Grant & Augusta Lewis Troup)

This Agreement entered into on the 21 day of February 2023, effective (no sooner than the day after Board of Education Approval), the 14 day of March 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, James Thomas Herring Jr located at, 106 Oak Street, Unit B, Brewster NY 10509 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$150.00 per session, for a total of 50 sessions.

The maximum amount the contractor shall be paid under this agreement: Six thousand, Two hundred and fifty dollars (\$6,250.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Title 1 C/O **Program** of the New Haven Board of Education, **Account Number:** 2531 -5265 -56694 **Location Code:** 0444

This agreement shall remain in effect from 03/14/2023 to 06/09/2023

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

- James Thomas Herring Jr will be providing introductory Ju-Jitsu instruction during after-school programming at Wexler Grant and Troup School for (15) students per site for a total of (30) students. James Thomas Herring Jr will provide 25 sessions per site for a total of 50 sessions from March 14, 2023 until June 09, 2023. Instruction will consist of Ju-Jitsu fundamentals with the goal of providing students with a proficient understanding of various moves and techniques involved in the art of Ju-Jitsu. James Thomas Herring Jr aims to expose students to unique programming that enhances both mind and body to increase the probability of success in and out of school.

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**. 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.

JAMES HERRING

Contractor Signature

President
New Haven Board of Education

2/13/2023

Date

Date

James T Herring Jr (Soke)
Contractor Printed Name & Title

Revised: 9-27-21



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.

JAMES T HERRING

106 Oak Street Unit B
Brewster, NY 10509
914-565-3544
jamestherring@yahoo.com

Ju Jitsu After School Program



The following proposal will offer an introduction to basic Ju Jitsu at Augusta Lewis Troup School and Wexler Grant School. The program will be offered to 30 students total (15 at each school). Students will be recruited from grades 3-8. The after school program will offer 25 sessions and will run Mondays- Thursdays.

The Objective



In Jiu Jitsu, our goal is to take advantage of how the human body works so that we can increase our probability of success

Sessions

	Name of Session	Time of session
Session 1	Introduction to Ju Jitsu	1.5hr
Session 2	Body Kick TD to Mount	1.5hr
Session 3	Mount Control and Positional Advancement	1.5hr
Session 4	Single Leg Takedown to Side Control	1.5hr
Session 5	Side Control Basics and Positional Advancement	1.5hr
Session 6	Side Control Attacks	1.5hr
Session 7	Take Down Defense	1.5hr
Session 8	Backpack Control, Transitions, and Escapes	1.5hr
Session 9	Takedown Defense	1.5hr
Session 10	Attacking from the back	1.5hr
Session 11	Double Leg Takedown	1.5hr

Session 12	Closed Guard Basics	1.5hr
Session 13	Sweeps vs Standing Opponent	1.5hr
Session 14	Sweeps vs Standing Opponent	1.5hr
Session 15	Closed Guard Submissions	1.5hr
Session 16	Closed Guard Submissions	1.5hr
Session 17	Guard Passes	1.5hr
Session 18	Combination class	1.5hr
Session 19	Escaping Side Control	1.5hr
Session 20	Escaping Side Control	1.5hr
Session 21	Combination class	1.5hr
Session 22	Combination class	1.5hr
Session 23	Combination class	1.5hr
Session 24	Combination class	1.5hr
Session 25	Combination class / Closing Activities	1.5hr

BUDGET

Each session will be taught by a certified Ju Jitsu 10th degree black belt (see resume).

- *Augusta Lewis Troup School - \$125.00 a session * 25 + 3,125*
- *Wexler Grant School: \$125.00 a session * 25 + 3125*
- *Appropriate patches will be supplied by the contractor*
- *Open space of at least 20 x 20 will be assigned by the school administrator to provide a safe environment conducive to activities proposed.*

Total Proposal: \$6,250.00

JAMES T HERRING JR

106 Oak Street Unit B, Brewster, NY 10509 H: (914)565-3544 jamesherring@yahoo.com

PROFESSIONAL SUMMARY

Exceptionally skilled Martial Arts and Tactics Instructor with various black belts in multiple martial arts systems. Has vast knowledge and experience with both individual and group instruction, also trained in Police and Military Tactics.

Core Qualifications

- Over 20 years experience as a Instructor
- Clear ability to instruct others
- Firearms Expert (Rifle, Pistol)
- Team training in room clearing techniques
- Two man and Single person handcuffing procedures
- Good demonstration skills to help students understand better

SKILLS

- Basic Combatives Instructor Course Tactical training
- Combatives Instructor Course Defensive tactics training
- Strong collaborator
- Expertise in Martial Arts
- Experience with instructional exercise Computer proficient
- Outstanding social skills

EXPERIENCE

Achieve Martial Arts

April 2022 - Present
Scarsdale NY

Provided philosophical instruction to students of all ages concerning martial arts theory and thought, arranged training programs and designed and implemented them for students as well provided essential equipment necessary for them to train.

Taught practical self defense techniques and sparring for the Elite team.

Master Combatives Trainer

07/2013 - 03/2015

United States ARMY – Camp Humphreys, South Korea

Teaching large size classes averaging 30 student a class consisting of male and female U.S. Soldiers in Modern Army Combatives Program (Army Hand to Hand)

Conduct quarterly training and certifications for over 3,000 Soldiers throughout the Korean peninsula Educate Soldiers on how to protect themselves against threats without using their firearms

Police Officer/Tactical Training Instructor

09/2000 - 2018

New York City Police Department – 1 Police Plaza, New York, NY

09/2000 - 2018

Trained Officers in expandable baton techniques

Taught underprivileged children in my precinct Martial Art classes

Assistant Instructor

01/2009 to 10/2012

America's Best Taekwondo – 3089 Golansky Boulevard, Woodbridge, VA 22192

Trained children, youth and adults in martial arts and prepared them for competitions

Helped in conducting tests and promoting the students to the next belt color, depending on their performance

Conducted classes in a fun, approachable manner

Taekwondo Chief Master Instructor

12/2011 to 10/2012

Joint Base Myers, Henderson Hall MWR Community Center – Joint Base Myers, Henderson Hall Arlington Virginia

Provided philosophical instruction to students concerning martial arts theory and thought Arranged the training programs and decided the venue for students as well as provide essential equipment for them

Taught practical self-defense techniques

Chief Martial Arts Instructor/ Master

01/2008 to 01/2009

United States Army MWR – Camp Arifjan, Kuwait

Implemented an authentic martial arts program for Soldiers who were deployed in a combat area

Instructed a women's self-defense and rape prevention demonstration and class for female Soldiers

Provided learning feedback to students for improvement or further training

Sensei / Martial Arts Instructor

01/2005 to 06/2007

Balanced Martial Arts – 375 White Plains Road, Eastchester, NY 10709

Developed and taught classes in Taekwondo and Ju Jitsu to beginner, intermediate and advanced level students

Implemented a curriculum involving weapons training to include sword, bo, nunchakus and knife Trained advanced students techniques with sparring, joint locks and throws

Student / Manager / Master Instructor

01/1997 to 06/2007

Grandmaster Byung Min Kim's Taekwondo – Westchester Pavilion, 93 Knollwood Road, White Plains, NY 10607

Worked as junior instructor until I received my second degree black belt

Taught introductory classes to new students children, teens, and adults

Led children's classes, training kids in kicks, punches, self-defense and how to avoid physical confrontations

EDUCATION

Associate of Arts: Criminal Justice, Current

New York City Police Academy/City University of New York/Park University - 235 East 20th Street
Manhattan, New York, NY 10003

CERTIFICATIONS

10th Dan Black belt in G.I. Ju Jitsu (July 2021)
10th Dan Black belt in Native American Kenpo (February 2015)
7th Dan Black belt in Shorinkenjitsu (May 2014)
6th Dan Black belt in Ji Do Kwan Club of Taekwondo (February 2015)
6th Dan Black belt in American Tiger Ju Jitsu (May 2014)
6th Dan Black belt in Snake Fist/Shorin Ryu Karate (May 2014)
5th Dan Blackbelt in World TaeKwonDo (February 2013)
2nd Dan Black belt in World Haidong Gumdo Federation (Korean sword),(February 2014)
Black Sash in Lak Sao Chuan Fa Kung Fu (June 2006)
Certified Instructor of the Poison Hands (Pressure point striking), (May 2014)
Modern Army Combatives Program Level II (Tactical Combatives Course) January 2013 Modern Army
Combatives Program Level III (Basic Combatives Instructor Course) June 2013 Modern Army
Combatives Program Level IV (Tactical Combatives Instructor Course) July 2013 Modern Army
Combatives Program Level I (Basic Combatives Course) June 2010

AWARDS

The Philadelphia Historic Martial Arts Society Hall of Fame (July 2021)
Army Commendation Medal (awarded twice)
Army Achievement Medal
Army Good Conduct Medal (awarded twice)
Army Reserve Component Achievement Medal
National Defense Service Medal (awarded twice)
Global War on Terrorism Expeditionary Medal
Global War on Terrorism Service Medal
Korea Defense Service Medal
Non-Commissioned Professional Development Ribbon
Army Service Ribbon
Overseas Service Ribbon (awarded twice)
Armed Forces Reserve Medal with Mobilization Device
New York Defense on Liberty with World Trade Center Device
Certificate of Achievement (awarded six times) two of these awards were awarded for my teaching
Combatives to Soldiers