



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glen Worthy
Date: April 20, 2021
Re: Lisa Rodriguez.-JROTC

Contractor Name: Lisa Rodriguez.

Contractor Address: 21 Barrows Street, Stratford, CT 06615

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Yes

Total Amount of Contract/Agreement and the Hourly or Service Rate: Total amount: of Seven Thousand, Seven Hundred twenty-four Dollars and ninety-eight Cents (\$7,724.98) per month. Total compensation advanced by the Board under this contract shall be Ninety-two Thousand, six Hundred, ninety-nine and eighty-one Cents (\$92,699.81)

Contract or Agreement #:

Funding Source & Account #: General funds-190-433-62-50135

Key Questions: (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. **What specific service will the contractor provide: Instructor for the JROTC program at Hillhouse High School.**
2. **How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: Sole source**
3. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement? This is a renewal of an existing contract and the program is satisfactory.**
4. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much? Yes**
5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much? 10 percent (8454.53). This is cost of living increase. Sgt. Rodriguez has been**

at Hillhouse for 16 years without a raise in salary from the school district. She has obtain her masters degree in education.

- 6. Is this a service existing staff could provide? Why or why not? No. The instructor must have a military background.**

**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, entered into and effective this ___ day of _____ 2020 effective July 1, 2020 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 2020-2021 Operating Budget, Account #190-433-62-50135.

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, 2021.

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 Seven Thousand, Seven Hundred twenty-four Dollars and ninety-eight Cents (\$7,724.98) per month. Total compensation advanced by the Board under this contract shall be Ninety-two Thousand, six Hundred, ninety-nine and eighty-one Cents (\$92,699.81).

602. The United States Army shall provide monthly reimbursements to the Board in the amount of Three Thousand Three Hundred, Eighty-Five Dollars and Twenty-Two Cents (\$3,385.22) per month. Total reimbursement to be provided by the United States Army shall be Thirty-Nine Thousand, Five Hundred and Thirty Seven Dollars and Zero Cents (\$40,622.64).

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. Iline Tracey
Superintendent of Schools
Gateway Center
54 Meadow Street
New Haven, CT 06519

IN WITNESS WHEREOF, the parties have executed five (3) counterparts of this Agreement as of the day and year first above written.

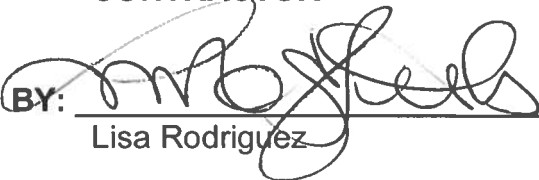
WITNESS:

NEW HAVEN BOARD OF EDUCATION

BY: _____
Yesenia Rivera, 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

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- 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.