



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: John McFarland

Doing Business As, if applicable:

Business Address: 40 Moulthrop Street, North Haven, CT 06473

Business Phone: 203-627-3753

Business email: john.mcfarland@amr.com

Funding Source & Acct # including location code: 270-433-55-56697

Principal or Supervisor: Shawn True

Agreement Effective Dates: From 10/12/21-6/30/22

Hourly rate or per session rate or per day rate. \$50.00 per hour, 4.5 hours per day, 60 days total.

Total amount: \$13,500.00

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

Submitted by: _____ Shawn True _____ Phone: _____ 475-220-5000 _____



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Shawn True
Date: September 21, 2021
Re: EMT Course at Career High School

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:** John McFarland
2. **Description of Service:** The contractor will teach the required curriculum to high school students to prepare them to pass the state EMT state certification upon successful completion of the course. The curriculum also includes CPR and First Aid American Heart Association certification. The candidate must have State of Connecticut EMS-I level certification and pre-hospital healthcare experience. The instructor will also be required to complete all paperwork necessary for students' state certifications in EMT and CPR. There will be two sections with a maximum of 44 students.
3. **Amount** of Agreement and hourly or session cost: \$13,500.00 totaling 270 hours of instruction
4. **Funding Source** and account number: 270-433-55-56697
5. Approximate number of staff served through this program or service: Zero Staff
6. Approximate number of students served through this program or service: 44 students
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - b. What would an alternative contractor cost?
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
8. **Type of Service:**
Answer all questions:
 - a. Professional Development? n/a

- 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? no
- c. School Readiness or Head Start Programs? no
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? no
- b. Is the Contractor Local? yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
- d. Is the Contractor a public corporation? no
- e. Is this a renewal/continuation Agreement or a new service? both
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
Yes, this agreement will reintroduce the MRT and EMT classes for Hill Regional Career Magnet High School students and provide a platform for students to obtain state certification.

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:
John is an Emergency Medical Technician Instructor. Per the Connecticut State Department of Education Bureau of Certification at Connecticut Department of Health requirements, students who will be registered to take the written and practical test for EMT certification the program they graduate from in high school must be taught by a 103 certified instructor and a EMS-I instructor. R. Addario Zajac (103 cert Career Allied Health Science Instructor and John McFarland EMS-I skill sets together make a legitimate program recognized by the State of Connecticut standards and policies.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Finding John has been a long arduous process. Many EMS-I are usually employed full time.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? n/a
- d. Who were the members of the selection committee that scored bid applications? n/a
- 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?
Mr. McFarland and Ms. Addario Zajac will team teach the MRT and EMT courses. Ms. Addario Zajac has agreed, for the 2021-2022 school year, to handle grade book, google classroom, lesson planning, and maintain student hours log (min of 150 hours needed for students to sit for State exam).
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - c. How is this service aligned to the District Continuous Improvement Plan? The district strives to help students obtain certification upon graduation. This service aligns with the Career and Technical Education improvement plan and goals.
12. Why do you believe this Agreement is fiscally sound? yes
13. What are the implications of not approving this Agreement? Students would not benefit and would not be trained upon graduation.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

John McFarland, EMS-I

FOR DEPARTMENT/PROGRAM:

Hill Regional Career Magnet High School
Allied Health Science Pathway

This Agreement entered into on the _17th day of September 2021 , effective (*no sooner than the day after Board of Education Approval*), the 12th day of October 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, John McFarland located at, 40 Moulthrop Street, North Haven, CT 06473 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$50.00 per hour, at 4.5 hours per day, (2 times per week) A days or a total of 60 days and/or total 270 hours minimum contracted amount.

The maximum amount the contractor shall be paid under this agreement: Thirteen thousand five hundred dollars. (\$_13,500.00_). 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 The Interdistrict Magnet **Program** of the New Haven Board of Education, **Account Number:** 270-433 -56697 **Location Code:** 55

This agreement shall remain in effect from 10/12/21 to 6/30/22.

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

The contractor will co-teach the required curriculum to high school students to prepare them to pass the state EMt certification upon successful completion of the courses MRT and EMT. The curriculum also includes CPR, First Aid Certification and Hazard Material Awareness. The candidate must have State of Connecticut EMS-I level certification and on the job experience. The instructor will also be required to team teach and complete all paperwork necessary for students' state certifications in MRT/EMR/CPR coursework. There will be two sections with a maximum of

44 students. 1 MRT course (24 students) 1 EMT course 24 student (double block to accommodate hours of instruction necessary to sit for the State Certification exam).

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. n/a

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'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

9/27/21

Date

Date

John McFarland EMS-I

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.