



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Scenario Learning, LLC d/b/a Vector Solutions

Doing Business As, if applicable:

Business Address: 4890 W. Kennedy Boulevard, Suite 300, Tampa Florida 33609

Business Phone: (513) 792-3940

Business email: justin.moore@vectorsolutions.com

Funding Source & Acct # including location code: Alliance Grant - District Talent Program, Account # 2547-6105-56694, Location Code 0490

Principal or Supervisor: Typhanie Jackson, Director of Special Ed/Student Services

Agreement Effective Dates: From: August 29, 2022. To: June 30, 2023

Hourly rate or per session rate or per day rate.

Total amount: \$20,000

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

This contractor Scenario Learning LLC dba Vector Solutions will provide SafeSchools Training online Staff Training for 5,000 clients. Scenario Learning LLC dba Vector Solutions will host and manage maintenance of our district's custom SafeSchools website, allow 24 hour access to your data and provide service and support from the Vector Solutions Client Success Team.

Submitted by: Typhanie Jackson, Director Phone: (475) 220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Executive Director of SPED and Student Services
Date: July 25, 2022
Re: Contract – Scenario Learning, LLC d/b/a/ Vector Solutions

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:** Scenario Learning, LLC
2. **Description of Service:** This contractor Vector Solutions will provide SafeSchools Training online staff training for 5,000 clients. Vector Solutions will host and manage maintenance of our district's custom SafeSchools website, allow 24-hour access to your data and provide services and support from the Vector Solutions Client Success Team.
3. **Amount** of Agreement and hourly or session cost: \$20,000
4. **Funding Source** and account number: Alliance District – Talent Program, account # 2547-6105-56694, Location Code: 0490 (*pending receipt of funds*)
5. Approximate number of staff served through this program or service: 5,000
6. Approximate number of students served through this program or service: 0
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Renewal/no increase
 - b. What would an alternative contractor cost: Comparable market cost
 - c. If this is a continuation, when was the last time alternative quotes were requested? Annually
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? N/A

8. Type of Service:

Answer all questions:

- a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) N/A

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- 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? No
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A

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: This contractor will provide SafeSchools training online for 5,000 staff members for the 2022-2023 school year.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Quotes
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A, selected due to previous service.
- 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. 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? This contractor provides online SafeSchools Training for New Haven Public school staff. This contractor will host and manage maintenance of our district's custom SafeSchools website allowing 24-hour access to data and provide service and support to staff.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal/feedback from staff members.

- c. How is this service aligned to the District Continuous Improvement Plan?
This service is aligned to the district's continuous improvement plan as it allows staff members 24-hour access to data and support services.
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides fundamental tools to support staff members,
13. What are the implications of not approving this Agreement? The implication of not approving this agreement is that staff members will not be able to retrieve and have access to online data.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Scenario Learning, LLC d/b/a Vector Solutions

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education

This Agreement entered into on the 19th day of July, 2022 effective on the 29th day of August, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Scenario Learning, LLC d/b/a Vector Solutions, located at, 2135 Dana Avenue, Suite 300, Cincinnati, OH 45207 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$20,000 per term specified below.

The maximum amount the contractor shall be paid under this agreement: **Twenty Thousand Dollars (\$20,000)**. 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 Alliance Grant - District Talent Program of the New Haven Board of Education, Account Number: 2547-6105-56694, Location Code: 0490 (*pending receipt of funds*)

This agreement shall remain in effect from August 29, 2022 to June 30, 2023.

SCOPE OF SERVICE: This contractor Vector Solutions will provide SafeSchools Training online Staff Training for 5,000 clients for the 2022-2023 school year. Vector Solutions will host and manage maintenance of our district’s custom SafeSchools website, allow 24 hour access to your data and provide service and support from the Vector Solutions Client Success Team.

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*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: Subject to limits in amount and types of coverage contained in Contractor's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto for reference. 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.

DocuSigned by:
Stacey Canaan
98E23AF76DCE495

Contractor Signature

President
New Haven Board of Education

8/23/2022

Date

Date

Stacey Canaan Team Lead Renewal Management

Contractor Printed Name & Title

Revised: 12/3/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: PHONE (A/C No. Ext): 727-522-7777 FAX (A/C No.): 727-521-2902	
	E-MAIL ADDRESS: certificates@w3ins.com	
INSURED RedVector.com, LLC (See Named Insureds listed below) 4890 W. Kennedy Blvd Suite 300 Tampa FL 33609	INSURER A: Great Northern Ins. Co. NAIC # 20303	
	INSURER B: Federal Insurance Company 20281	
	INSURER C: ACE American Ins. Co. 22667	
	INSURER D: Vigilant Insurance Company 20397	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2003321829 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			36051315	11/1/2021	11/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73606230	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78188424	11/1/2021	11/1/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71754615	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional E&O and Cyber Liability			D95676960 D95676960	11/1/2021 11/1/2021	11/1/2022 11/1/2022	Per Claim/Agg Per Claim/Agg Cyber Retention	5,000,000/5,000,000 5,000,000/5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Named Insureds: SimplyDigi.com, Inc; Convergence Training LLC; TargetSolutions Learning, LLC; Scenario Learning, LLC; Clearpond Technologies Inc.; NFORMD.NET LLC; Scenario Learning Canada ULC; TargetSolutions, Inc.; Casion Essentials LLC; ICGIP, LLC; CrewSense, LLC; Halligan, Inc.; TSL International Holdings, Inc.; 1168940B.C Ltd.; Medteq Solutions CA Ltd; Callback Staffing Solutions, LLC dba Crewsense; Livesafe, Inc. Industrysafe, LLC; Industrysafe IP, LLC; DiversityEdu LLC; CPN Holdings, LLC; ETH Midco, LLC; Envisage Technologies, LLC; Guardian Tracking, LLC; CareSafely, Inc

Professional E&O Retroactive Date: 10/19/2011

CERTIFICATE HOLDER **CANCELLATION**

New Haven Public Schools 54 Meadow Street New Haven CT 06519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

CONTRACTOR ASSESSMENT

Vendor Name: Scenario Learning, LLC dba Vector Solutions

Project Description: To provide SafeSchools Training to NHPS staff members and host and manage maintenance of district's custom SafeSchools website, allowing 24 hour access to data.

Evaluator Typhanie Jackson

Date July 19, 2022

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance				X		
2. Effectiveness of consultation					X	
3. Ability to communicate with staff and parents					X	
4. Monitor and maintain social emotional behavioral records				X		
5. Appropriate recommendations for student programming				X		
Working relationship of contractors with district						
6. Timely submission of department data					X	
7. Positive feedback from staff and families					X	
8. Collegial, collaborative relationships with building professionals					X	
Implementation of practice across the district						
9. Flexibility in scheduling					X	
10. Team work with teacher and other professionals				X		
11. Individual/building training of social emotional behavioral strategies				X		