



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name:

The Winters Group, Inc.

Doing Business As, if applicable:

Business Address:

8116 South Tryon Street, Ste. B3-260
Charlotte, NC 28273

Business Phone:

704-612-0116

Business email:

info@wintersgroup.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: Non Financial

Principal or Supervisor: Keisha Hannans, Assistant Superintendent

Agreement Effective Dates: From 2/11/2020. To 12/31/2020.

Hourly rate or per session rate or per day rate.

Total amount:

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

Submitted by: Carolyn Ross-Lee ___ Phone: 475-220-1161



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Carolyn Ross-Lee
Date: 1/13/2020
Re: Grant Award District Equity Leadership Team DELT

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank):

The Trustees of the William Caspar Graustein Memorial Fund granted New Haven Public Schools an award \$141,500.00 New Haven School District DELT Equity Action Plan, with the Higher Heights Youth Empowerment Programs Inc. serving as the Fiscal Sponsor.

The Equity Program Grant allows for the delivery of Professional Development training by the Winter's Group in the Intercultural Diversity Inventory (IDI) and the design of a learning plan for New Haven Public Schools.

The training will be provided to key stakeholders including, administrators, union leaders, teacher leaders and appointed board members.

Amount of Agreement and the Daily, Hourly or per Session Cost: Non Financial

Funding Source & Account #: William Casper Graustein Memorial Fund Grant #4448

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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? This service aligns to the district goals of student achievement, professional development and culture and climate.
2. What specific need will this contractor address?
The Winters Group, Inc. is a team of experienced Diversity, Equity and Inclusion Strategists. They will provide professional development services designed to build the capacity of identified district staff to operate with greater cultural proficiency. The team of equity specialists are trained and qualified administrators of *The Intercultural Development Inventory*[®] (IDI[®]) which assesses cultural competence at both the organizational and individual level. As IDI Administrators, the contractor is certified to administer the IDI to others, as well as to apply the IDI to their own work, both in how they demonstrate cross cultural knowledge and navigate cultural differences, and in how they support school districts as they advance equity initiatives to address challenges, increase cross-cultural understanding, and support the accomplishment of

equity goals. The use of the IDI supports The Winters Group in creating meaningful, developmental learning experiences that reflect your organization's readiness and orientation across difference. Using the aggregate results of the IDI assessment, The Winters Group team will work closely with New Haven key stakeholders to co-design learning that is proven to enhance the cultural competence of school leadership and staff. This work will support the District's desire to provide racially equitable and inclusive environments that honor the diversity of each student, increase achievement, and close gaps between highest and lowest performing students.

3. 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:

The contractor was selected by committee based on interview and unique product IDI

4. If this is a continuation service, when was the last time the alternatives were sought?
NA

5. What specific skill set does this contractor bring to the project?

The Winters Group core team has over 80 years of combined experience in diversity and related topics. They take a holistic systems approach to our work grounded in research. The Winters Group's assessment approach is at both the individual and organizational levels. In addition to diversity, equity and inclusion the team brings a wide range of experience from various fields including, education, engineering, technology, law, communications and statistics.

The Winters Group team of Senior Consultants' and Principal Strategists' background, experience, and first-hand knowledge make them uniquely positioned to provide training, support and guidance. Members of The Winters Group consulting team are trained and certified in *The Intercultural Development Inventory*[®] (IDI[®]) as well as *Facilitative Leadership for Social Change* to help clients as they manage issues of culture, class, and equity and confront systems that threaten inclusive practices in schools and classrooms. Specifically, training in Facilitative Leadership for Social Change is designed to help lead the conversations to get diverse community groups to shared goals by using collaborative processes, frameworks, skills, resources and tools designed to gather and understand diverse perspectives.

The Winters Group has deep understanding of successful implementation of a district-wide equity imperative, and currently design and deliver both teacher and school/district leadership training for Cultural Competence in Charlotte-Mecklenburg Schools in North Carolina. In this fourth year of district-wide implementation, we bring knowledge of best practice and lessons learned that can be applied in the New Haven Public Schools.

6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume):

7. Is this a new or continuation service? New service

8. If this is a continuation service has cost increased? NA
- a) If yes, by how much?
 - b) What would an alternative contractor cost?
 - c) Is this a service existing staff could provide? Why or why not? Staff do not have certifications to provide this model. See below regarding Train the Trainer option.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? The performance will be evaluated based on school climate surveys and participant feedback.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)

11. If the service is a professional development program, can the training be provided internally, by district staff?
- Internal staff do not have certifications in *The Intercultural Development Inventory*[®] (**IDI**[®]) or *Facilitative Leadership for Social Change*. Professional Development will build internal capacity as we co-design experiential learning opportunities for district leadership. We might also consider a Train the Trainer model for identified staff, to provide internal capacity building.
- a) If not, why not?

The current agreement does not include a Train the Trainer option. In order for internal district staff to provide training internally, they would need to participate in a comprehensive Train the Trainer program that includes obtaining certifications in *The Intercultural Development Inventory (IDI)* and *Facilitative Leadership for Social Change*.

- b) How will the output of this Agreement contribute to building internal capabilities?
- During the initial engagement process under this agreement, The Winters Group will better understand where there are opportunities for embedding cultural proficiency and equity into the existing work of the District. For sustainability, The Winters Group believes that cultural proficiency should be a part of every aspect of the District from operations to student services and everything in between.

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

This agreement provides much needed Professional Development training in cultural awareness, responsiveness and competency. This agreement allows for the acceptance of the grant Award by the William Casper Graustein Foundation

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

The district would turn down funding for an area of need.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

The Winters Group, Inc.

FOR DEPARTMENT/PROGRAM:

New Haven Public School District

This Agreement entered into on the 3rd day of February 2020, effective (start date no sooner than the day after Board of Education Approval), on the 11th day of February, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, _The Winter’s Group located at, 8116 South Tryon Street, Ste. B3-260 Charlotte, NC 28273 (herein referred to as the “Contractor”).

Compensation:

Fiscal support for this Agreement shall be by William Casper Graustein memorial Fund Grant #4448.

This agreement shall remain in effect from January 2020 to December 2020.

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

Please do not leave this section blank

- Pre-planning: Launch-Initial Communication & Co-design Planning Meeting
- Announce Diversity and Inclusion Engagement
- Introduce consultant to leadership and identified stakeholder
- Share information about the initial step: Intercultural Development Inventory in advance of assessment to ensure participants understand the tool and how results will be used.

- Step 1: Contractor will administer the IDI to 130 NHPS staff and facilitate 1x1 coaching sessions for each individual (60-minutes). This will take place during July – August 2020.
- Step 2: Using the aggregate results from the IDI, Contractor will work closely with New Haven key stakeholders to co-design learning that is proven to enhance the cultural competence of school leadership and staff. Contractor will design four developmental learning modules with foundational learning of diversity, inclusion and cultural competence concepts that delves into understanding of our culture and that of others, and finally exploring how to create more equitable systems.
- Step 3: Contractor will deliver four, full-day cultural competence modules to 130 staff. There will be no more than 35 participants in each session, with 1 facilitator. The four modules will be repeated for a total of 16 sessions to accommodate all 130 staff. Due to current COVID-19 restrictions, we will plan to start with virtual delivery. Contractor and Board will continue to monitor District, state and federal COVID-19 restrictions and consider transitioning to in-person delivery if feasible. Both delivery modes will be interactive sessions with a combination of lecture, dialogue, video, polling etc..

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

Higher Heights Youth Empowerment Programs, Inc (HHYEP) shall serve as the Fiscal Sponsor for shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in a maximum amount not to exceed \$126,500.00.

- *IDI: \$32,500*
- *Custom Design of Four Modules: \$12,000*
- *Delivery of Developmental Learning Experience: \$62,000*
- *Additional Consulting: \$300/hour*

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***. 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

Date

Date

Contractor Printed Name & Title

Revised: 12/3/19



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.



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT
BY AND BETWEEN
THE BOARD OF NEW HAVEN
AND
THE WINTERS GROUP
FOR
PROFESSIONAL SERVICES
REGARDING EQUITY EDUCATION
TRAINING**

PART I

This Agreement, consisting of Parts I and II, entered into 11th day of May effective the 12th of May, 2020, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and The Winters Group, Inc. with offices at 8116 South Tryon Street, Ste. B3-260 Charlotte, NC 28273 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board previously determined that it needed the services of an equity and inclusion training company to assist the Board of Education in culturally proficient environment in service of its vision: *to build a portfolio of great schools that empower students to achieve success in college, career and life through purposeful, supportive and meaningful learning experiences.*

WHEREAS, funds for this Agreement are available from William Casper Graustein Memorial Fund with Higher Heights as Fiscal Sponsor.

NOW, THEREFORE, the New Haven Board of Education 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 Carolyn Ross-Lee or such other person as she shall designate in writing.

103. The person responsible for the services to be performed by the contractor shall be Mareisha Reese, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.



NEW HAVEN PUBLIC SCHOOLS

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board.

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; provided, 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. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board for review and approval. The Board shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Board disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with Carolyn Ross-Lee, Research, Assessment and Student Information Department 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 administration of the *Intercultural Development Inventory* (IDI) to create a data-driven approach to the work and co-design learning opportunities to enhance the cultural proficiency of school leadership, teachers, support staff and students, to create the conditions where students experience respectful learning environments in which their racial and ethnic diversity is valued and contributes to successful academic outcomes. More specifically:

- Pre-planning: Launch-Initial Communication & Co-design Planning Meeting
 - Announce Diversity and Inclusion Engagement
 - Introduce consultant to leadership and identified stakeholder
 - Share information about the initial step: Intercultural Development Inventory in advance of assessment to ensure participants understand the tool and how results will be used.

- Step 1: Contractor will administer the IDI to 130 NHPS staff and facilitate 1x1 coaching sessions for each individual (60-minutes). This will take place during July – August 2020.

- Step 2: Using the aggregate results from the IDI, Contractor will work closely with New Haven key stakeholders to co-design learning that is proven to enhance the cultural competence of school leadership and staff. Contractor will design four developmental learning modules with foundational learning of diversity, inclusion and cultural competence concepts that delves into



NEW HAVEN PUBLIC SCHOOLS

understanding of our culture and that of others, and finally exploring how to create more equitable systems.

- Step 3: Contractor will deliver four, full-day cultural competence modules to 130 staff. There will be no more than 35 participants in each session, with 1 facilitator. The four modules will be repeated for a total of 16 sessions to accommodate all 130 staff. Due to current COVID-19 restrictions, we will plan to start with virtual delivery. Contractor and Board will continue to monitor District, state and federal COVID-19 restrictions and consider transitioning to in-person delivery if feasible. Both delivery modes will be interactive sessions with a combination of lecture, dialogue, video, polling, etc.

205. The Contractor shall comply with the provisions of the student data privacy agreement attached hereto as Exhibit B, in accordance with State law, and shall comply with all federal and State laws regarding the confidentiality of student records and student data.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. 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 4: TIME OF PERFORMANCE

401. 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.

402. 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 December 31, 2020.

403. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

501. Higher Heights Youth Empowerment Programs, Inc (HHYEP) shall serve as the Fiscal Sponsor for shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in a maximum amount not to exceed \$126,500.00.

- IDI: \$32,500
- Custom Design of Four Modules: \$12,000



NEW HAVEN PUBLIC SCHOOLS

- Delivery of Developmental Learning Experience: \$62,000
- Additional Consulting: \$300/hour

502. Compensation provided under this Section 5 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 HHYEP other than as provided in Section 501.

503. Payments to the Contractor under this Agreement shall be made by HHYEP on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. Board approval shall be by its designee under Section 102. Each requisition shall be in a form acceptable to HHYEP 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 501. The Board may, prior to approving any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

Specifically,

NHPS will submit to HHYEP any invoices that are directly associated with the grant. All invoices will then be processed and paid by HHYEP within 30 days of receipt. Proof of those paid invoices will then be shared back with NHPS and also tracked with the specific grant.

504. 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 an independent contractor.

SECTION 6: INSURANCE

601. The Contractor will carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00), to cover the work performed under this Agreement. Upon the signing of this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the Board with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance policy except upon the prior written approval of the Board, which approval shall not be unreasonably withheld.

602. The Contractor shall indemnify, defend and save harmless the Board and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting directly or indirectly from the performance of services of the Contractor set forth under this Agreement.

603. The Contractor, shall, in addition carry Public Liability Insurance including motor vehicle coverage for all operations it performs under this Agreement with a limit of not less than One Million Dollars (\$1,000,000.00) covering personal injury and property damage. The Board shall be named both certificate holder and additional insured on such



NEW HAVEN PUBLIC SCHOOLS

policy. The certificate shall specifically reference this Agreement, and provide the Board with 30 days notice of cancellation. The Contractor shall furnish the Board with a certificate of insurance evidencing that it has complied with the obligations under this section of the Agreement. The Contractor shall be solely responsible for the payment of all premiums required under Section 6.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II or of Exhibit A conflict 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 City 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 City.

704. The City 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.



NEW HAVEN PUBLIC SCHOOLS

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: Mareisha Reese
The Winters Group, Inc.
8116 South Tryon Street
Ste. B3-260
Charlotte, NC 28273

Board: Carolyn Ross-Lee
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

****SIGNATURES ON NEXT PAGE****



NEW HAVEN PUBLIC SCHOOLS

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

NEW HAVEN BOARD OF EDUCATION

By:

**Yesenia Rivera
Board President**

WITNESS:

The Winters Group, Inc.

By:

Mareisha M. Reese

**Mareisha Reese
Duly Authorized**



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT A

**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.



NEW HAVEN PUBLIC SCHOOLS

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.



NEW HAVEN PUBLIC SCHOOLS

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding



such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a "public contract" as defined in section 12 ½ -19(o) of the City's Code of General Ordinances, then the contractor additionally agrees:



- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprenticeship Training Division of the Connecticut State Labor Department;
- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;



- vi) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- vii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties;
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.



7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above- referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.