



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

New Haven Board of Education Finance and Operations Committee Meeting

Monday, February 4, 2019

4:00 p.m.

Gateway Center – 2nd floor Board Room

The Finance & Operations Committee shall focus on the review of contracts, agreements and capital projects as well as the comprehensive financial picture of the Board and its various departments. The Committee shall review areas of operations and policy in an effort to ensure fiscally prudent, sustainable, and efficient high-quality support to student learning and district responsibilities.

AGENDA

I. ACTION ITEMS

A. For Information Only (Pages #7-60)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
5		\$34,460.00

B. Agreements (Pages #61-224)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
13		\$827,971.63

C. Change Orders (Pages #225-231)

<u>Count</u>	<u>General Fund Cost</u>	<u>Other Costs</u>
2		

Totals: \$862,431.63

D. Resolution (Pages #232-235)

II. DISCUSSION

- Furloughs, Layoffs and Concessions
- School Consolidations
- School Closings
- Lease Renewals
- Budget Mitigation Plan

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NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, February 4, 2019

4:00 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Mr. Jamell Cotto

Action Items

A. INFORMATION ONLY

1. The Superintendent approved an Agreement by and between the New Haven Board of Education and Center for Collaborative Classroom, to provide professional development for staff at Celentano BioTech, Health and Medical School, from January 22, 2019 to June 30, 2019, in an amount not to exceed \$7,800.00.
Funding Source: **School Improvement Grant (SIG) 1003 – Celentano Program**
 Acct. # 2531-6276-56694-0048
Presenter: Ms. Grace Nathman
(Pages #7-12)

2. The Superintendent approved an Agreement by and between the New Haven Board of Education and Public Good, LLC, to design and install signage and wall covering to communicate the Magnet theme at Bishop Woods Architecture & Design Magnet School, from February 12, 2019 to June 28, 2019, in an amount not to exceed \$11,760.00.
Funding Source: **Magnet 16-19 Bishop Woods Program**
 Acct. # 2517-6234-56694-0043
Presenter: Ms. Michele Bonanno
(Pages #13-20)

3. The Superintendent approved an Agreement by and between the New Haven Board of Education and Voiance Language Services, to provide telephone-based and document translation services, from February 12, 2019 to June 30, 2019, in an amount not to exceed \$9,000.00.
Funding Source: **Title IVA Student Support & Academic Enrichment Program**
 Acct. # 2511-6269-56694-0000
Presenter: Ms. Jessica Haxhi
(Pages #21-42)

4. The Superintendent approved an Agreement by and between the New Haven Board of Education and Houghton Mifflin Harcourt Publishing, to provide professional development for staff at Strong 21st Century Communications Magnet and SCSU Lab School, from February 12, 2019 to June 30, 2019, in an amount not to exceed \$5,900.00.
Funding Source: **School Improvement Grant (SIG) – Strong Program**
 Acct. # 2531-6279-56694-0028
Presenter: Ms. Susan DeNicola
(Pages #43-48)

5. The Superintendent approved a Non-Financial Agreement by and between the New Haven Board of Education and the Gateway Community College, 20 Church Street, New Haven, CT to provide Vocational Training to New Haven Public Schools students from September 1, 2018 to June 30, 2021.

Presenter: Ms. Typhanie Jackson
(Pages #49-60)

B. AGREEMENTS

1. To approve an Agreement by and between the New Haven Board of Education and Ophelia J. Berry Fund, Inc., to provide the Pathways to College program for students at Hillhouse High School, from January 29, 2019 to June 30, 2019, in an amount not to exceed \$60,000.00.

Funding Source: **School Improvement Grant (SIG)- Hillhouse Program**
Acct. # 2546-6265-56694-0062

Presenter: Mr. Glen Worthy
(Pages #61-66)

2. To approve an Agreement by and between the New Haven Board of Education and Area Cooperative Educational Services, (ACES), to provide professional development for staff at Troup School, from February 12, 2019 to June 30, 2019, in an amount not to exceed \$24,342.91.

Funding Source: **School Improvement Grant 1003g – Troup Program**
Acct. # 2546-6207-56694-0015

Presenter: Ms. Monica Joyner
(Pages #67-73)

3. To approve Amendment #1 to Agreement # 95124007 with Cornell-Scott Hill Health Center, to increase funding of \$245,434.00 by \$30,000.00 to \$275,434.00, to support costs for hiring and supervising a new social worker for the Lincoln Bassett School Health Center, from February 14, 2019 to June 30, 2019.

Funding Source: **School Health Center Program**
Acct. # 2512-5124-56694

Presenter: Ms. Sue Peters
(Pages #74-94)

4. To approve an Agreement by and between the New Haven Board of Education and Creative Leadership Solutions, to provide professional development and coaching to staff at Lincoln Bassett School, from January 28, 2019 to March 29, 2019, in an amount not to exceed \$42,900.00.

Funding Source: **School Improvement Grant (SIG) – Lincoln Bassett Program**
Acct. # 2531-6295-56694-0020

Presenter: Ms. Rosalind Garcia
(Pages #95-99)

5. To approve an Agreement by and between the New Haven Board of Education and Great Schools Partnership to provide professional development to CTE staff in six high schools, from February 11, 2019 to June 30, 2019, in and amount not to exceed \$72, 890.00.

Funding Source: **Perkins Career & Technical Education Program**
Acct. # 2508-5080-56901-0000 (\$70,000)
Acct. # 2508-5080-50136-0000 (\$ 2,890)

Presenter: Dr. Dolores Garcia Blocker
(Pages #100-109)

6. To approve Amendment #1 to Agreement # 95384043, with St. Francis and St. Rose of Lima Pre-K, to reduce remaining balance of \$323,492.10 for 87 full day School Readiness spaces, by \$323,492.10, to \$0, and to end the Agreement, effective February 4, 2019.
Funding Source: School Readiness Program
Acct. # 2523-5384-56697
Presenter: Ms. Denise Duclos
(Pages #110-117)
7. To approve Amendment #2 to Agreement # 95384016 with Catholic Charities, Inc., to: 1) increase funding of \$700,534 by \$323,492.10 to \$1,024,026.10; 2) to increase the number of full day School Readiness spaces in the Agreement from 77 by 87, to 164, be provided at the St. Francis and St. Rose of Lima school as of February 4, 2019.
Funding Source: School Readiness Program
Acct. # 2523-5384-56697
Presenter: Ms. Denise Duclos
(Pages #118-125)
8. To approve an Agreement by and between the New Haven Board of Education and National Center on Education and the Economy, d/b/a Criterion Education, LLC to facilitate phase one of a two phase strategic planning process for the New Haven Public School District, from March 1, 2019 to June 30, 2019, in an amount not to exceed \$90,500.
Funding Source: Alliance Program
Acct. #2547-6105-56694-0000
Presenter: Dr. Carol D. Birks
(Pages #126-168)
9. To approve an Agreement by and between the New Haven Board of Education and WestEd Qtel, to review the program for English Language Learners at Fair Haven School, and provide professional development programs, from January 1, 2018 to June 30, 2019, in an amount not to exceed \$189,999.70.
Funding Source: School Improvement Grant (SIG) – Fair Haven Program
Acct. # 2531-6294-46694-0016
Presenter: Mr. Heriberto Cordero
(Pages #169-180)
10. To approve a Grant Contract with the State of Connecticut Office of Early Childhood, to provide funding for the Supporting Pregnant and Parenting Teens program, from October 1, 2018 to September 30, 2019, in an amount not to exceed \$100,000.00.
Presenter: Ms. Mary Derwin
(Pages #181-207)
11. To approve Amendment #2 to Agreement #95265010 with Sergio Rodriguez, to: 1) increase total amount of Agreement from \$39,200.00 by \$26, 947.64, to \$66,147.64 based on a daily rate of \$280.00 per 7 hour day for 89 days through June 30, 2019; 2) change the compensation section to read "FICA withholding shall be \$1,858.18 and Workers Compensation shall be \$169.46; 3) to change funding source and account number from Title I Carryover Program, Acct. # 2531-5265-56694-0000 to McKinney-Vento Program, Acct. # 2503-5027-56694-0000.
Funding Source: McKinney-Vento Program
Acct. # 2503-5027-56694-0000

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #208-212)

12. To approve an Agreement by and between the New Haven Board of Education and The Boys and Girls Club of New Haven, to provide after school programming for students at Truman and Bishop Woods schools, from October 1, 2018 to June 30, 2019, in an amount not to exceed, \$61,800.00.

Funding Source: 21st Century After School Program
Acct. # 2579-6178-56694-0029 (\$7,000.00)
Acct. # 2579-6273-56694-0043 (\$54,800.00)

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #213-222)

13. To approve an Agreement by and between the New Haven Board of Education and Total Communications, Inc. (TCI), 333 Burnham St., East Hartford, CT to procure, configure and install new network equipment in six (6) schools, in an amount not to exceed \$228,591.38, which is the NHPS E-Rate match of the total cost of the contract \$584,063.35. ***This agreement is contingent upon E-Rate approval and funding.***

Funding Source: 2018-19 IT Capital Projects
Acct. #3C19-1986-58704

Presenter: Mr. Kevin Moriarty
(Pages #223-224)

C. CHANGE ORDERS

1. To approve Change Order #1 to Contract #21559-1-2 to CT Pest Elimination, 273 Indian River Road, Orange, CT for Pest Control to include language adding services needed by the school district.

Original Amount of Contract	\$35,000.00
Change Order #1	0.00
Total Amount of Contract	\$35,000.00

Funding Source: 2018-2019 Operating Budget
Acct. #190-47400-56662

Presenter: Mr. Joseph Barbarotta
(Pages #225-228)

2. To approve Change Order #1 to Contract #21583-1-2 to Tri-State Maintenance, 356 Old Maple Ave., North Haven, CT for Generator Maintenance to add Troup School and Hooker Elementary to the list of schools serviced and remove Hooker Middle School from the contract.

Original Amount of Contract	\$50,000.00
Change Order #1	0.00
Total Amount of Contract	\$50,000.00

Funding Source: 2018-2019 Operating Budget
Acct. #190-47400-56624

Presenter: Mr. Joseph Barbarotta
(Pages #229-231)

D. RESOLUTION

1. Approval is requested for a Resolution to retire and surplus a small parcel of land located near Hill Central School as part of a land swap between the City of New Haven Board of Education and Westmount Development Group as follows:

WHEREAS, the City of New Haven (the "City") is the owner of a portion of reuse parcel A-3-B, consisting of approximately 1,686.63 square feet (the "City Property") which City Property is shown on the attached map prepared by Meehan & Goodin dated January 31, 2019 and entitled "Property/Boundary Survey Topographic Survey" (the "Map") as "PARCEL TO BE ACQUIRED BY WESTMOUNT DEVELOPMENT" a copy of which Map is attached hereto and made a part hereof; and

WHEREAS, the City Property is currently controlled by the New Haven Board of Education (the "BOE") as part of the grounds surrounding Hill Central School; and

WHEREAS, Hill Central, LLC, JGE, LLC and The JGM Realty, LLC, (collectively, "Westmount"), each of which are managed by Westmount Development Group, LLC, are the owner of a portion of reuse parcel A-3-C consisting of approximately 1,700.85 square feet (the "Westmount Property") which Westmount Property is shown on the Map as "PARCEL TO BE ACQUIRED BY THE CITY OF NEW HAVEN"; and

WHEREAS, Westmount has proposed to the BOE and the City that the City should convey the City Property to Westmount in exchange for the West Mount Property and the BOE has determined that possession of the Westmount Property would be more beneficial to the BOE than possession of the City Property.

NOW THEREFORE, BE IT RESOLVED by the New Haven Board of Education that the City Property be retired and surplused per Board of Education Policy 7113.1 so that the City may convey the same to Westmount on condition that the City simultaneously acquires the Westmount Property and designates the same as being property owned by the City for and on behalf of the New Haven Board of Education.

(Pages #232-235)

Presenters:

Mr. Frank D'Amore/Mr. Evan Trachten
City of New Haven Livable City Initiative

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NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Center for Collaborative Classroom

FOR DEPARTMENT/PROGRAM:
Celentano BioTeach, Health and Medical Magnet School

This Agreement entered into on the **22nd day of January, 2019**, effective (*no sooner than the day after Board of Education Approval*), and the **11th day of February, 2019**, by and between the New Haven Board of Education (herein referred to as the “Board” and, Center for Collaborative Classroom located at, 1001 Marina Village Parkway, Suite 110, Alameda, CA 94501-1042 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$2,600 per day, hour or session, for a total of 3 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **(\$7,800)**. 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 School Improvement Grant (SIG 1003) **Program** of the New Haven Board of Education, **Account Number** 531-6276-56694 **Location Code:** 0048

This agreement shall remain in effect from January 22, 2019 to June 30, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*

Center for the Collaborative Classroom will partner with your school to support the *Collaborative Literacy* implementation through a combination of virtual and in-person sessions, regular check-ins, and resources local leaders can use to facilitate on-site learning over time. Professional learning opportunities are outlined in the tables that follow.

This plan begins with the assumption that effective professional learning is embedded in classroom practice and occurs every day as teachers try new and proven approaches, observe students, and reflect on outcomes. The *Collaborative Literacy* programs are designed to serve as a vehicle for high-quality


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: 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

1/24/19

Date

Date

PROFESSIONAL LEARNING PLAN

Professional Learning Focus	Participants	Price	Total
<p><u>March 19, 2019:</u></p> <p>In-person Professional Learning</p> <ul style="list-style-type: none"> • Program and Lesson Features of <i>Making Meaning</i> and <i>Being a Writer</i> • Planning for Instruction 	<p>K-5 Teachers School-Based Coach Administrators</p>	\$2600	\$2600
<p><u>Fall 2019 & Spring 2020</u></p> <p>Program Lesson Study</p> <p>Participants will engage with colleagues in classroom embedded professional learning that focuses on the following:</p> <ul style="list-style-type: none"> • Understanding the instructional design of the curriculum • Planning lessons with students in mind • Planning for possible intentional instructional moves • Observing the planned lesson and collecting data • Reflecting on interpreting student data based on lesson focus • Discussing the instruction implications for planning 	<p>K-5 Teachers School-Based Coach Administrators</p> <p><i>*Note: Lesson Study requires substitute coverage for participating teachers.</i></p>	\$2600	\$5200
<p><u>Recommended Jan./Feb. 2020</u></p> <p>Learning Walks with Coaches and Administrators</p> <p>Participants will take part in focused classroom observations in order to build capacity and identify possible next steps for professional learning.</p>		complimentary	N/A

professional learning. Teachers deepen their understandings about effective practice as they plan for, teach the lessons as intended, and reflect on each day of instruction.

Goals

- Support teacher practice and deepen understanding of reading and writing instruction in *Collaborative Literacy*.
- Ensure successful implementation of *Collaborative Literacy*.

Assumptions

- *Collaborative Literacy* will be implemented school-wide in Grades K-5.
- Teachers will engage in all professional learning focused on reading instruction using *Collaborative Literacy*.
- Instructional Coaches will engage in the professional learning to support the implementation. Collaborative Classroom will share professional learning resources and session agendas.
- When possible, administrators will participate in professional learning alongside teachers.
- The Collaborative Classroom consultant will provide a blended approach for implementation support that includes professional learning, virtual sessions, professional learning resources, technology resources and on-line courses.
- The professional learning plan is a living document and contents will be modified as needed throughout the year.

Professional Learning Plan: Summary of Cost Proposal for Celentano School

Professional Learning Experience	Time	Rate/Value	Cost
Teacher On-Site Professional Learning	3 days	\$2600/day/consultant	\$7800
Learning Walks	1 day	complimentary	N/A
Total Proposed Professional Learning Charges			\$7800



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



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Bishop Woods Architecture and Design Magnet School
Date: January 17, 2019
Re: Agreement with Public Good, LLC
Meeting Date: February 4, 2019

Executive Summary/ Statement:

This contract will support the design and installation of school level marketing and branding on wall surfaces using visual imagery. Work will include the new school logo in the school lobby entrance to welcome students, families, and visitors, as well as signage for the Design Lab and other community areas of the school.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$11,760.00

Item installation breakdown as follows:

Item 1: Lobby Signage	\$6,575.00
Item 2: Design Lab Signage	\$500.00
Item 3: Design Lab Window Graphics	\$515.00
Item 4: Lobby Office Signage	\$1,745.00
Item 5: Lobby Office Window Graphics	\$1,575.00
Item 6: Hallway/Lounge Signage	\$800.00

Funding Source & Account #: Magnet 16-19 C/O Bishop Woods, Account # 2517-6234-56694-0043

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:

This contract supports the district goals of building the school community through a shared vision for success. By enhancing the visual representation of the school theme to the greater school community through this branding contract, we envision a deepened understanding within the community on the priorities of the school.

2. What **specific need** will this contractor address?

This contract will support the design and installation of school level marketing and branding on wall surfaces using visual imagery. Imagery will include the new school logo in the school lobby entrance to welcome students, families, and visitors.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:

Sole Source

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

This contractor has worked with New Haven Public Schools and Bishop Woods School in the past and has an understanding of the school theme and the needs and wants of the school leadership.

5. Is this a **new or continuation service**?

Continuation of service

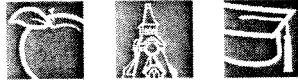
6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**

Performance will be evaluated by quality of merchandise installed.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

8. Why do you believe this agreement is **fiscally sound**?

This agreement is fiscally sound because it meets the needs of the magnet grant priorities while providing a comprehensive service to the Bishop Woods community.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Public Good, LLC

FOR DEPARTMENT/PROGRAM:

Bishop Woods Architecture & Design Magnet School

This Agreement entered into on the 17th day of January, 2019, effective (*no sooner than the day after Board of Education Approval*), the 12th day of February, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Public Good, LLC located at 9 Penn Circle, Branford, CT 06405, (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$11,760. Item installation breakdown as follows:

Item 1: Lobby Signage	\$6,575.00
Item 2: Design Lab Signage	\$500.00
Item 3: Design Lab Window Graphics	\$515.00
Item 4: Lobby Office Signage	\$1,745.00
Item 5: Lobby Office Window Graphics	\$1,575.00
Item 6: Hallway/Lounge Signage	\$800.00

The maximum amount the contractor shall be paid under this agreement: Eleven thousand seven hundred sixty (\$11,760). 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 Magnet 16-19 C/O Bishop Woods **Program** of the New Haven Board of Education, **Account Number:** 2517-6234-56694 **Location Code:** 0043.

This agreement shall remain in effect from February 12, 2019 to June 28, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*

Public Good, LLC will provide the Bishop Woods school community with wall covering to enhance the existing school space to be in line with the magnet school theme and priorities. The art will serve to communicate the school theme of architecture and design to the school community.

Exhibit A: Scope of Service 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: 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

1/18/19
Date

Date


Contractor Printed Name & Title

Revised: 10/2/18



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



ESTIMATE

How can we help?

Public Good, LLC
 9 Penn Circle
 Branford, CT 06405
 United States

203-506-7040
www.publicgood.design

BILL TO
Bishop Woods Architecture & Design Magnet
 Cara Campo
 1481 Quinnipiac Ave.
 New Haven, Connecticut 06513
 United States

475-220-7300
cara.campo@new-haven.k12.ct.us

Estimate Number: 248

Estimate Date: January 22, 2019

Expires On: February 22, 2019

Grand Total (USD): \$11,760.00

Items	Quantity	Price	Amount
<p>Wallpaper</p> <p>(1) WALL ABOVE AS YOU ENTER LOBBY: Custom-designed commercial-grade vinyl wallpaper to welcome visitors into the school with school logo design. Commercial-grade matte finish Dreamscape vinyl, PVC-free, odorless print, child-safe and eco-friendly. Approximately 185 square feet of material. Professional installation. Material: \$3425, Installation: \$1200, Design: \$1950</p>	1	\$6,575.00	\$6,575.00
<p>Polystyrene Rigid Sign</p> <p>(2) DESIGN LAB OVER-DOOR SIGN: Custom designed wallpaper for beautification and message development for placement over Design Lab as you enter the room from the hallway. Professional installation. 15 square feet of material. Material: \$100, Installation: \$200, Design: \$250</p>	1	\$550.00	\$550.00
<p>Window Adhesive Vinyl</p> <p>(3) DESIGN LAB WINDOW GRAPHICS: 2 rectangular windows on either side of Design Lab doors. Dual-sided custom printed window vinyl. Printed product on both sides of adhesive vinyl so that one image is visible from outside, another image is printed on interior view. Approximately 18 square feet of material total. Materials: \$165, Installation: \$150, Design: \$200</p>	1	\$515.00	\$515.00
<p>Wallpaper</p> <p>(4) ABOVE COACHES OFFICE: Custom designed wallpaper for beautification and message development of wall space located above the coach's office. Commercial-grade matte finish Dreamscape vinyl. Professional installation. Material: \$445, Installation: \$650, Design: \$650</p>	1	\$1,745.00	\$1,745.00

Items	Quantity	Price	Amount
Window Adhesive Vinyl (5) COACHES OFFICE WINDOWS: Single-sided custom printed window vinyl. Approximately 45 square feet of dual-sided window adhesive material. Materials: \$475, Installation: \$350, Design: \$750	1	\$1,575.00	\$1,575.00
Polystyrene Rigid Sign (6) ABOVE LOUNGE ENTRY - 2ND FLOOR: Rigid polystyrene to add message development and beautification to area above doors by the upstairs lounge. Material: \$100, Installation: \$250, Design: \$450	1	\$800.00	\$800.00
Total:			\$11,760.00
Grand Total (USD) :			\$11,760.00

Public Good, LLC - 9 Penn Circle, Branford, CT 06405 - Idriscoll@publicgood.design - 203-506-7040



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Jessica Haxhi, Supervisor of World Languages
Date: January 22, 2019
Re:
Proposed Meeting Date: February 4, 2019

Executive Summary/ Statement: Approval is requested for an Agreement by and between the New Haven Board of Education and Voiance Language Services for telephone-based and document translation services.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$0.65 per minute telephone-based services for all languages except American Sign Language, which is video-based at \$0.95 per minute. Document translation costs are per word and range from \$0.13-0.25 for documents (depending on language).

Funding Source: Title IVA Funds #2511-900-6269-56694

Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals:

This service aligns with the Title IVA goal of promoting parent involvement, as well as district efforts to provide improved services to students and families who speak languages other than English.

2. What **specific need** will this contractor address?

When schools need to speak to students, parents, or guardians who speak languages other than English, they will be able to pick up the telephone and have access to interpreters in more than 200 languages within minutes. This service will be extremely valuable in immediate/emergency situations (i.e., student illness) as well as at open houses, daily interactions with parents, and conversations with students and parents who are new arrivals to the school system.

3. **Contractor selection:** quotes, RFP, or Sole Source? This contractor has won a statewide contract through the National Association of State Procurement Officers, giving access to special pricing, no monthly minimums, and it is reimbursable through state grants.

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**).
This contractor offers 24/7/365 service in over 200 languages, with 2,000 trained and monitored employees in 7 contract centers. They will provide us with our own 800 number and a pin number for each school so that we can track usage of the service online at any time.
5. Is this a **new or continuation service**? **If a continuation service**: a) has cost increased? If yes, by how much? b) What would an alternative contractor cost?
This is a new service.

6. **Evidence of Effectiveness**: How will the contractor's performance be evaluated? **If a continuation service, attach** a copy of **previous evaluations** or **archival data** demonstrating effectiveness:

The online portal that this company provides is divided by schools and will be used to evaluate which schools are utilizing the service. This data will be included in the yearly translations report submitted by Jessica Haxhi. In addition, we will check in with schools that use the service to ask them to review its ease-of-use and effectiveness.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?
n/a

8. Why do you believe this agreement is **fiscally sound**?

Compared to commercially available rates for in-person interpreting, this service is much cheaper. Professional in-person interpretation services require at least a 1-hour minimum fee (\$60-\$70) and most have a minimum charge for 2 hours, plus travel (up to \$200 per meeting); less common languages can cost much more (up to \$300 per meeting).

If a school only needs to talk to a parent for 10 minutes, for example, this service will only cost \$6.50 for that call, in virtually any language we have represented in NHPS, with no minimum number of minutes/hours nor any travel fees for an interpreter. Upon investigation of a similar phone-based service, it was found that this company's pricing is both reasonable and the most simplified. Other phone-based services charge different prices for different languages, but this service has a flat rate of \$0.65/minute with no per-call or monthly minimum. The document translation services are comparable to the other companies consulted as well.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Insert Contractor Name Here

FOR DEPARTMENT/PROGRAM:
Insert School or Department Name Here

This Agreement entered into on the 11th day of February, effective the 12th day of February, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Voiance Language Servies located at 5780 North Swan Road, Tucson, Arizona 85718 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$0.65 per minute (\$0.95/minute for ASL) or \$0.13-\$0.25 per word for documents (depending on language), for a total not to exceed \$9,000.

The maximum amount the contractor shall be paid under this agreement: \$9,000. 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 **Title IVA Student Support and Academic Enrichment Grant Program** of the New Haven Board of Education,
Account Number: 2511 -900-6269-56694 **Location Code:** 0000.

This agreement shall remain in effect from February 12, 2019 to June 30, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable.*
A detailed Scope of Service with pricing is attached.

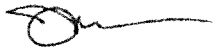
Exhibit A: Scope of Service Attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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*. 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

Jan 18, 2019

Date

Date

J. Austin Wade

Senior Vice President

Contractor Printed Name & Title

Revised: 10/2/18



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.

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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



Telephonic and Video Remote Interpreter Services for:

New Haven School District

December 18th 2018



Why Are You Reading This?

You have a vision for your organization. It involves growing beyond where you are today. To get there, you will need to seize strategic opportunities and address threats. Our team is here to help you get to where you aspire to be. For us, that means upholding excellence in overcoming language barriers with interpreting services. We enable you to focus on your core mission - not language support issues.

Experience the Voiance Advantage

Our project management staff minimizes your time spent transitioning, so switching may be as simple as changing a toll-free number. When you spend less time on multilingual support issues with Voiance, you may also see a relatively high ROI from benefits in areas like:



Speed and Reporting:

Our automated connection processes may save you up to a minute on every call, and you can confirm this in reporting.



Quality and Efficiency:

Certified interpreters, large-scale interpreter contact centers, and professional workforce management staff ensure you receive highly skilled interpreters quickly in quality controlled environments.



Security and Reliability:

Our secure, large-scale interpreter contact centers and four redundant data centers support privacy in multilingual support and 24/7 uptime.

What is Voiance?

Voiance is a division of CyraCom, the leading provider of language interpreting services. Whether in-person or via phone, mobile app, or written text, Voiance bridges communication gaps for organizations that need rapid access to language assistance. The Company supports hundreds of languages and operates 24/7, impacting the lives of millions in the United States.

In business since 1995, the Company services thousands of clients throughout the US, including many Fortune 500 companies. Over 95% of our customers clients say they would recommend our interpreting services to others.

The Company's employee interpreters work in the most extensive network of large-scale interpreter contact centers: all PCI-compliant and located in the continental US. Most other providers primarily use at-home or offshore interpreters. Our employee interpreters earn certification through extensive in-person classroom training and testing in our centers - 3 times longer than is typical in the industry. The Company's dedicated onboarding staff ensure a seamless transition to Voiance from other language service companies: managing training, IT, and other requirements for hundreds of new clients annually.

Large-Scale Interpreter Contact Centers

A Quick Reference Guide to Voiance's Operations

Interpreter Monitoring: A Team Approach to Ongoing Quality

Supervisors sit in raised stations with teams of 18 interpreters, offering assistance, conducting side-by-side coaching, and monitoring for compliance. Contact center interpreters receive quality monitoring at a target rate of 12 times per month.

Interpreter monitoring matters because on-site management and oversight impacts interpreter job experience and performance while also ensuring protocols and policies are followed.

Interpreter Scheduling: Interpreters When You Need Them

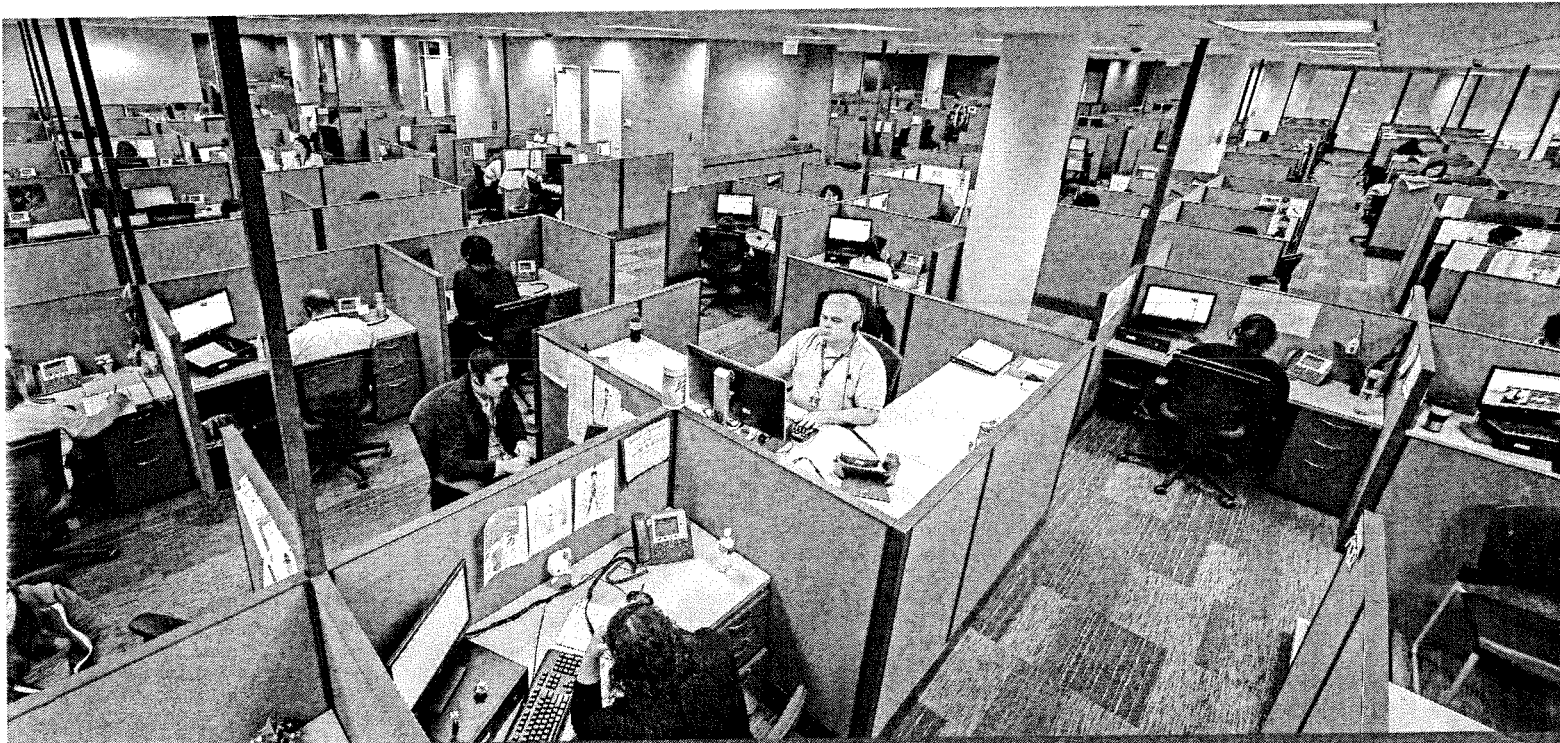
Our large-scale contact center infrastructure means we can schedule interpreters to meet demand and oversee their schedule adherence. On-site Work Management staff can introduce on-demand work schedule changes, overtime, and other tools as needed to meet fluctuating demand.

More control over interpreter scheduling helps us respond to new client onboarding, call volume spikes, or disasters and emergencies, ensuring 24/7 availability.

Audits: Trust but Verify

Our facilities successfully pass multiple, recurring client security audits. Our internal audit group aligns our standards with our clients' in the areas of data security, business continuity, and disaster recovery.

Audits are important because language service vendors may come in contact with your private customer information. So we provide clients access to our operations for oversight, while our internal audit group upholds client standards.



Pictured: The interior of our interpreter contact center in Houston. Each interpreter has their own workspace and dedicated teams with supervisors overseeing roughly 18 interpreters.

External Quality Certifications: Defining Quality Objectively

We receive regular audits for the following certifications:

- ISO 9001:2008 - *Quality Management System*
- ISO 13611:2014 - *Guidelines for Community Interpreting*
- ISO 17100:2015 - *Translation Services*
- *Payment Card Information (PCI)*

Oftentimes, vendors present their claims about interpretation quality as objective standards, despite a lack of externally-verified facts. We use available external standards to confirm our quality, and we're the only major phone interpretation provider to meet ISO's Community Interpreting standard.

Operational Security: How What We Do Protects You

Our large-scale interpreter centers enable compliance with security and confidentiality protocols, including increasingly rigorous consumer privacy laws. We utilize a secure process to ensure only authorized personnel can enter, employ both physical and electronic surveillance, and supervise adherence to regulations and client requirements.

Operational security matters because we think secured facilities provide valuable client assurance of data privacy and reduced liability.

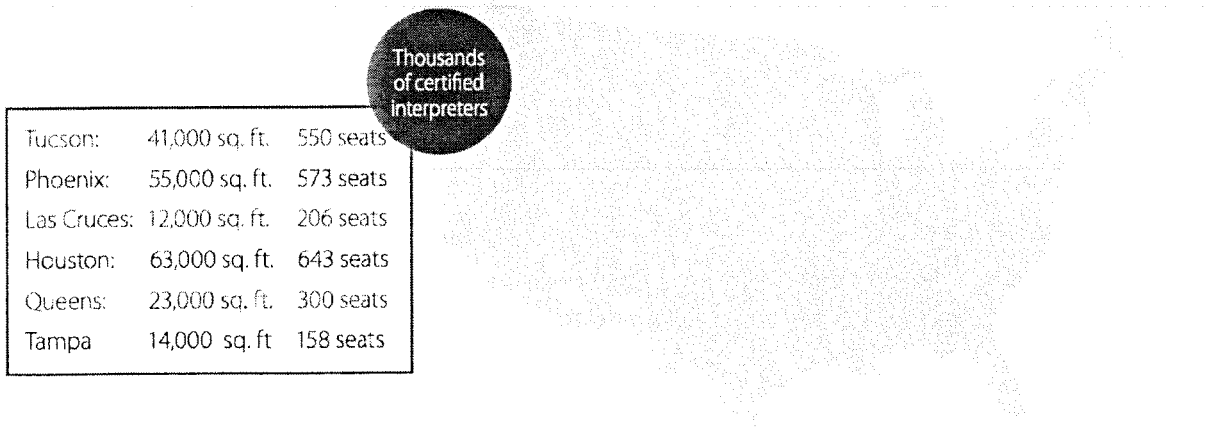
Connection Process & Speed: Speak Hundreds of Languages in Seconds

Connecting to an interpreter involves several distinct steps:

1. *Call our system to connect with an automated attendant or operator.*
2. *Account authorization.*
3. *Language selection.*
4. *Wait and connect to an interpreter.*

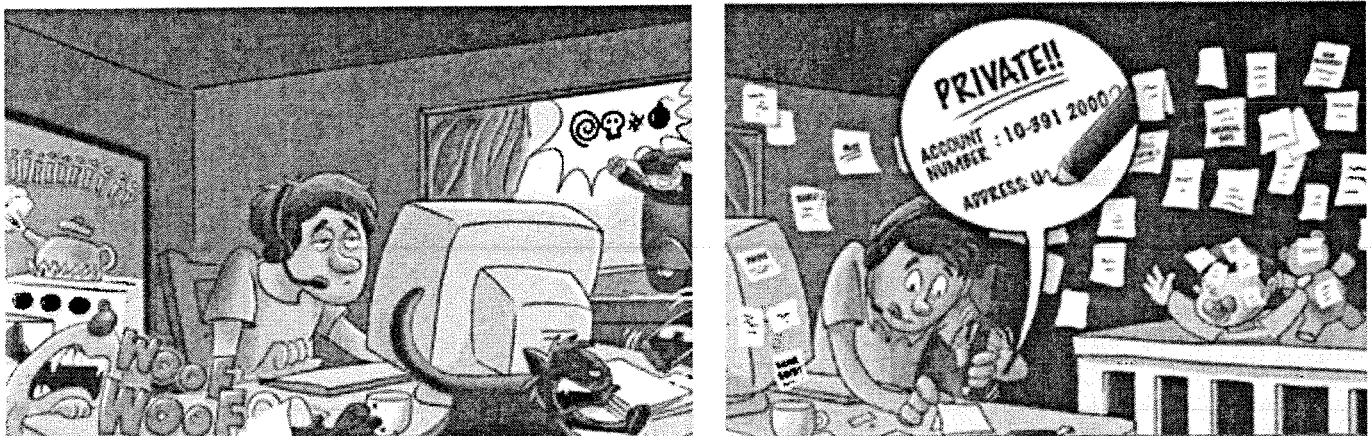
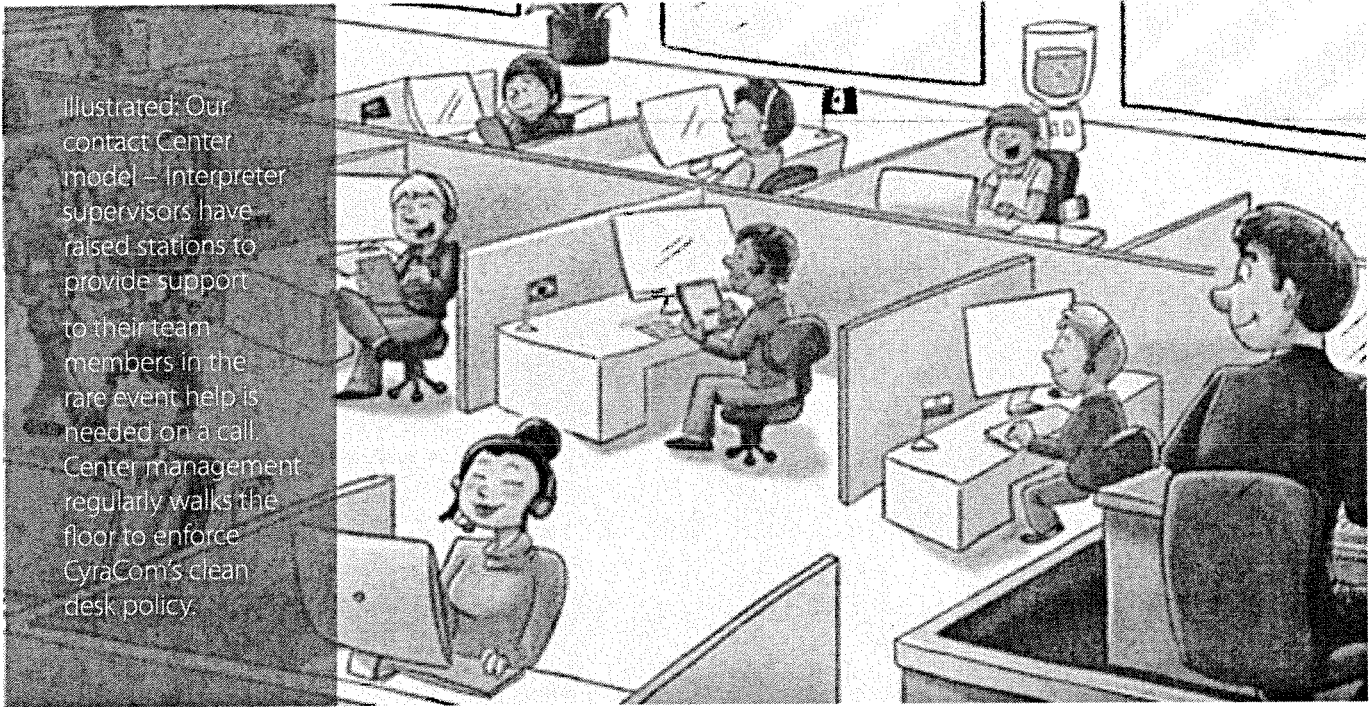
With our service, connections to interpreters are 15 seconds or less, on average.

Long wait times lower customer satisfaction scores, so measuring time spent at each step to reach an interpreter - not just time waiting for the interpreter - is important. We offer secure, automatic account authentication, eliminating the need to manually log in on each interpreter call.



The Innovative Interpreter Contact Center Model

A Different Experience



Illustrated: Common complaints and issues with competitor work-at-home models – lack of privacy and security controls against negligence or malicious intent, as well as noisy or uncontrolled environments.



Natalia, an Interpreter in our Tucson center

Your Staff can Expect Consistently High Quality Certified Interpreters

Who enjoys inconsistent experiences? Whether it's your coffee shop or your favorite brand of shoes, they get your business because you can expect a certain standard every time. Likewise, we believe consistent quality leads to increased staff adoption and compliance with language access programs, because they're confident in the experience they'll receive. Because most other remote interpretation companies provide little or no interpreter training, your staff may have experienced inconsistent quality in the past. So instead of recruiting interpreters with various levels of experience or training, we certify employee interpreters with extensive training and testing.

Interpreter Pre-Hire Requirements

1. High School Diploma or equivalent.
2. Language assessment.
3. In-depth screening interview.
4. Three-step Interpreter Qualification Test.
5. Background checks and security measures, including OIG/ GSA and E-Verify.

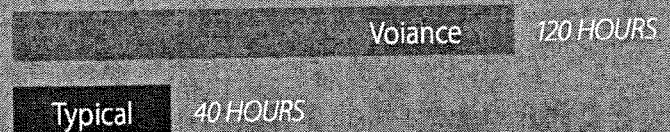
Extensive Training in our Interpreter Certification Program

Our certification training programs are led by dedicated trainers - teams of qualified instructors, training assistants, and interpreter coaches. Our certification program includes three times the amount of training that is typical in the industry.

Our 120-hour program is longer than current medical interpretation certifications, which typically require 40 hours of training. Week 3 of our training program takes instructors, students, and experienced interpreter mentors onto the call center floor, where interpreter candidates take calls under the direct supervision and tutelage of dedicated interpreter coaches. Failure to demonstrate mastery of interpreter training competencies results in disqualification from the program.

Delivering You Consistent Quality with Ongoing Monitoring

Interpreter team supervisors and dedicated quality monitoring staff randomly monitor each employee interpreter 12 times a month for proficiency in language and interpreting skills, as well as adherence to our protocols and best practices. Failure to meet expectations in quality monitoring sessions can result in a range of consequences including coaching, retraining or termination. We do not record calls. Our quality monitoring procedures ensure that interpreters follow our standards.



Voiance training hours in comparison to typical training hours in the industry.

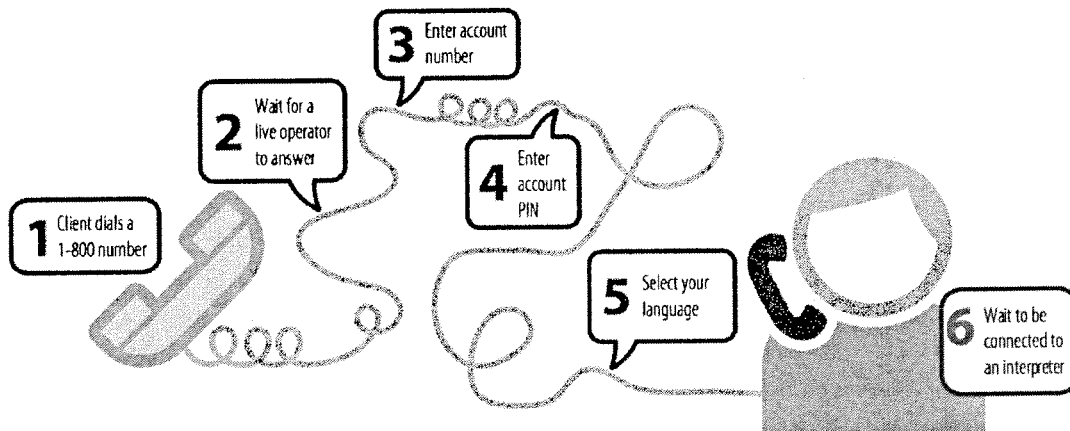
Make Your Clients and Staff Happier

Wait Less, Connect More

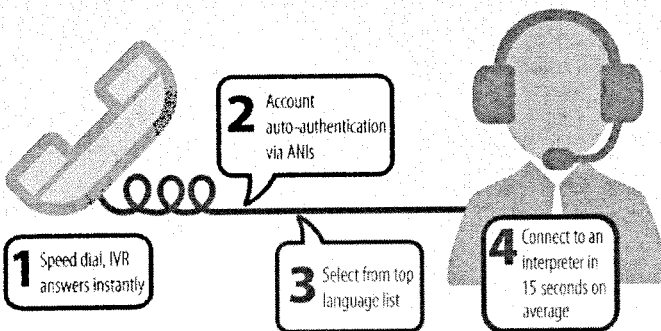
Is your Average Handle Time too long? Your staff may be wasting time repeatedly entering the same account numbers and language requests on every call. Our streamlined connections take up to nearly a minute off most calls.

Compare us to the competition:

Connecting to Competitors



Connecting to Voiance



Connecting to Voiance includes auto-authentication for account information, no live operator unless requested, and Voiance's 15-second average connection time.

Does time spent on hold for an interpreter feel like an eternity? We want to lower your agent and customer wait time and make your interpreter calls shorter.

Most Interpretation providers rely on at-home interpreters who can make their own schedule; that doesn't guarantee total coverage. Their interpreters are also paid per minute, earning more the longer they stay on the phone – that's incentive for your calls to last longer. Switch to Voiance and experience what it's like to receive timely, efficient service from interpreters who are paid the same regardless of the length of calls.

Do You Want Continuous Improvement? So Do We.

Keep Excelling with your Dedicated Account Manager

You'll have personal support from an Account Manager, who acts as a personal language services consultant. If you have any questions, you know who to call.

- Proactive engagement and quarterly reviews, plus invitations to regional roundtables and other Voiance events.
- In-depth knowledge of contact center operations gained from our own contact centers and working with Fortune 500 companies.
- Active involvement in responding to feedback - we improve our service based on what you tell us.

Track and Refine your Usage with Online Reporting and Account Management

Our online reporting system provides clients with quick access to their call and usage data. Monitor all interpretation activity with over 25 available call detail reports, including fully customized, interactive reports.

- Gain granular visibility into language usage and performance.
- View reports by location or department.
- Export reports, create pins, or pay invoices.

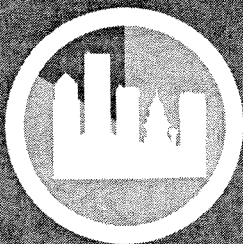
Get Answers Fast with Client Services

Our Client Services team is available 24/7 to solve any client need.



We hold contracts with some of the top organizations in major industry verticals, as well as government agencies in top metro areas.

Metro Areas



4 of the Top 5

Health Insurers



4 of the Top 5

Auto Insurers



2 of the Top 5

Banks

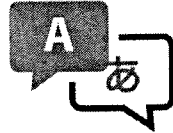


4 of the Top 5

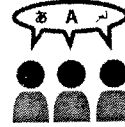




Phone & Video Interpretation



Translation & Localization



On-Site Interpretation



Language Assessment & Interpreter Training

Services Available

Voiance provides a comprehensive portfolio of interpretation and translation services to clients in business, government, financial services, and insurers.

Unified Phone and Video Interpretation Platform: Whether you want to connect via voice or video, you pay the same rate and connect to the same technology and interpreters.

Phone interpretation is a three-way call between our interpreter, an English-speaking representative of the client, and that client's non-English speaking client. We bill by the minute, operate 24/7, and support hundreds of languages.

Video interpretation is the video-chat equivalent of phone interpretation. Many clients are increasingly considering a combination of video and phone solutions as a highly-effective and less expensive alternative to on-site interpreting. Our video interpretation includes more than 20 of the most client-demanded languages including American Sign Language (ASL).

Translation and Localization: We translate written materials, software, websites, or other media for our clients' linguistically diverse clients. Charges for these services are per-word or per-document. We can help you meet your Accessibility needs by providing Braille and large print documents. We will also assist you in following Section 508 regulations for your website and multimedia products.

On-Site Interpretation: Also called "in person interpreting," this modality requires the interpreter to be physically present. It is billed by the hour and may sometimes have a minimum of one or two hours. The Company coordinates and manages On-site interpretation programs for clients as an effective, less costly alternative to managing these programs internally. Some clients may prefer on-site interpretation where sensitive information or situations may be involved.

Language Assessment and Interpreter Training: Voiance can test its clients' new or existing bilingual staff to determine how fluently they speak both of their languages. We also test whether bilingual staff members can act as interpreters and provides interpreter skills training classes for client employees.



We operate a unified telephonic video interpretation platform, offering equally-priced access to either modality depending on user preference.

Unified, Premier Pricing

Phone and Video Interpretation options offer significant cost savings over traditional, on-site interpretation:

Pricing:

\$0.65
per minute

- Only pay for the number of minutes you use.
- Flat fee across all languages, 24/7/365.

OPI Spoken Languages

How Interpretation Should Be.

Consider Voiance an extension of your client experience - more than just a 3rd party vendor.

Next Steps

1. Discuss your goals, requirements, and timeline.
2. Meet to streamline/optimize your connection process.
3. Change the toll-free number your staff dials.

Primary Contact

Melynda Minor

Senior Sales Consultant

520.404.6279

mminor@voiance.com

Secondary Contact

Senior Sales Consultant

520.404.6279

mminor@voiance.com



Pictured: The interior of CyraCom's 12,000 square foot interpreter contact center in Las Cruces, NM.

Video Interpretation

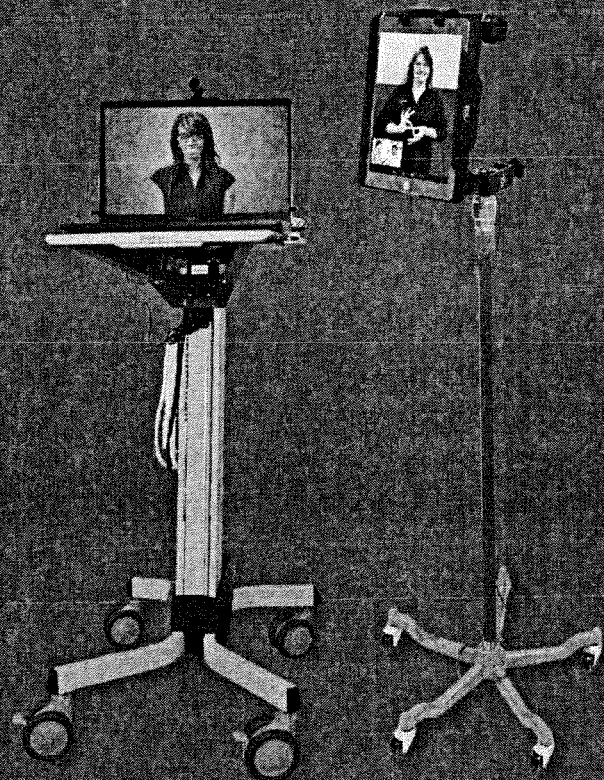
Voiance is a division of CyraCom, and the Company offers Video Interpretation to help businesses and government agencies eliminate language barriers via video. Voiance operates 24/7 and supports hundreds of languages. Experience a new level of confidence in your interpretation services - see and hear the difference with the our trained interpreters in US contact centers.

Voiance Interpreter App

Turn your iPad, tablet, or smartphone into a mobile interpreter! Use your Voiance account to access more than 20 languages over video and hundreds of languages over audio. The app is available on Android and iOS devices. Purchase or lease Voiance's iPad Cart solution to let providers securely position iPads directly in front of the customer.

Voiance Web Portal

Using your organization's preferred equipment, access Video Interpretation through any computer with a web cam and internet connection. Users with a Voiance account can log in to the online portal through any web browser.

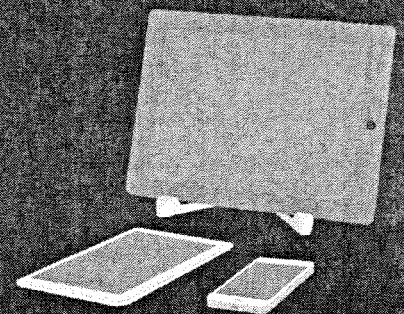


Voiance's laptop and iPad Video Interpretation carts for lease or sale.

20+ Languages Over Video

Connect to live video interpreters for over 20 languages.

- American Sign Language
- Amharic
- Arabic
- Armenian
- Bengali
- Burmese
- Cambodian
- Cantonese
- Farsi
- French
- Haitian Creole
- Hindi
- Japanese
- Karen
- Korean
- Mandarin
- Nepali
- Polish
- Punjabi
- Brazilian Portuguese
- Russian
- Somali
- Spanish
- Tagalog/Filipino
- Vietnamese



Access the Voiance Interpreter app from a number of mobile devices

Wish Your Staff Looked Forward to Calling Interpreters?

Staff may be reluctant to request an interpreter if they experienced poor or inconsistent interpretation quality in the past.

Our standardized interpreter training creates confidence for your staff – they can expect consistent quality when calling Voiance. In contrast, most other language interpretation providers offer little or no training for interpreters.

The Company's over 1,600 employee interpreters in the US have received 120 hours of initial, in-person training in US contact centers – three times longer than is typical in the language service industry. In training, interpreters learn business terminology, preparing them for insurance, banking, utility, government, and similar calls.

Voiance

120 Hours of Training

Typical in industry

40 Hours of Training

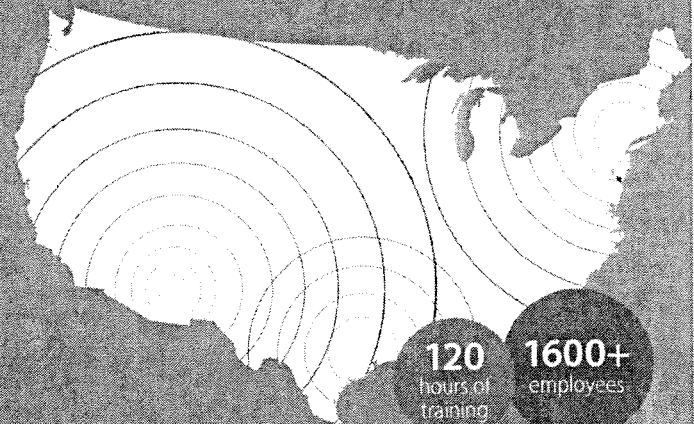


American Sign Language

Voiance's ASL Video Interpretation is compliant with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. Our ASL interpreters are qualified to take your call. They are Nationally certified (RID) and state-licensed with 5+ years of interpreting experience and are trained in best practices for an effective video interpreting protocol.

Better Networks, Improved Compliance

While most other providers primarily use at-home or offshore interpreters, our interpreters work in the largest network of large-scale interpreter contact centers which are also ISO Certified. Experience exceptional video and voice quality through US telecom networks and noise-control technology.



Contact Voiance

Contact Voiance today to discuss how we can improve your language services program.

Phone: (800) 742-9080 ext. 1 | info@voiance.com | www.voiance.com

Mailing Address: Voiance | 5780 North Swan Road | Tucson, Arizona 85718

120
hours of
training

1600+
employees

Language List

Our language list contains languages coded into our calling platform. When entering the corresponding code while calling Voiance, the call will route to the interpreter queue for that language. The availability of interpreters for some less-frequently-used languages may vary, and increased requests for languages help us gauge demand and may influence interpreter staffing changes. If an interpreter for the language you are looking for is not currently available, your call will route to Client Services for further assistance.

Acholi (Sudan-Uganda)	Berber	Chuukese	French Creole
Afghan	Bhutanese/ Dzongkha	Cree	Frisian
Afrikaans	Bicol	Creek	Fukienese
Akan	Borana	Crioulo	Fulani
Akateko	Bosnian	Croatian	Fuzhou
Aklan	Brazil-Portuguese	Czech	Ga
Albanian	Bulgarian	Dakota	Gaddang
Amharic (Ethiopia)	Burmese	Danish	Gaelic
Apache	Cakchiquel	Dari (Afghanistan)	Gallinya
Arabic	Cambodian	Dinka (Sudan)	Gana
Armenian	Cantonese	Dutch	Garri
Armenian (Eastern)	Cape Verdean	Ebon	Georgian
Armenian (Western)	Catalan	Edo	German
Ashanti	Cebuano	Egyptian Arabic	Grebo
Assyrian	Chaldean	Eritrean	Greek
Azerbaijani	Chamorro	Esperanto	Guamanian
Bahasa/Brunei	Chao Chow	Estonian	Guarani
Baluchi	Chavacano	Ethiopian	Gujarati
Bambara	Cherokee	Ewe	Gulf Arabic
Banda	Chichewa	Fanti	Gwa
Bangi	Chin	Farsi	Haitian Creole
Basque	Chin (Falam)	Fijian	Hakka
Bassa	Chin (Hakha)	Filipino	Hamer-Bana
Belorussian	Chin (Matu)	Finnish	Hausa
Bemba (Zambia)	Chin (Tedim)	Fon	Hawaii Creole
Bengali	Chin (Zophei)	Foochow	Hebrew
	Chui Chow	French	Hindi
	Chungshan	French Cajun	Hindko
		French Canadian	Hindustani

Hmong	Korean	Mina	Portuguese
Hokkien	Krahn	Mirpuri	Creole
Huizhou	Krio	Mixteco	Pothohari
Hunanese	Kru/Krumen	Mixteco Alto	Pulaar
Hungarian	Kunama	Mixteco Bajo	Punjabi
Ibanag	Kurdish	Mizo	Purepecha/ Tarasco
Ibo	Kurdish (Badini)	Mola/Mossi	Quechua
Icelandic	Kurdish (Kurmanji)	Moldovan	Quiche
Ilocano	Kurdish (Sorani)	Mongolian	Rohingya
Ilonggo	Lakota	Montagnard	Romani
Indonesian	Lao	Dega/Mon-Khmer	Romanian
Inupiaq	Latvian	Montenegrin	Russian
Iraqi Arabic	Levantine Arabic	Moroccan Arabic	Samoan
Italian	Lingala	Nahuatl	Saudi Arabic
Jakartanese	Lithuanian	Nanjing	Senegalese
Jamican English Creole(Patois)	Loma	Navajo	Serbian
Japanese	Luganda	Ndebele	Serbo-Croatian
Jarai	Luo	Neapolitan	Shanghainese
Javanese	Maay Somali	Nepali	Sichuan/ Szechuan
Jula	Macedonian	Nigerian English Pidgin	Sicilian
Kachchi	Magahi	Norwegian	Sindi
Kamba	Maithili	Nuer (Sudan)	Sinhala
Kanjobal	Malagasy	Oromo (Ethiopia)	Slovak
Kannada	Malay	Oromo (Ethiopia)	Slovakian
Karen	Malayalam	Paluan	Slovenian
Karenni/Kayah	Malinke	Pampang	Somali
Kazakh	Mam	Pangasinan	Soninke
Khamu	Mandarin	Papiamento	Soninke (Sarahuleh)
Khmer	Mandingo	Pashto (Afghanistan)	Soninke (Sarakole)
Kikuyu	Mandinka	Persian	Spanish
Kinya/Rwanda	Mankon	Pidgin English	Suchown
Kirghiz	Marathi	Pohnpeian	Sudanese Arabic
Kirundi	Marshallese	Polish	Susu/Soso
Kiswahili	Maya	Polynesian	Swahili
Kizigua	Mende	Portuguese	
Kongo	Mien		

Swahili (Kibajuni)	Wolof
Swedish	Wu
Sylheti	Wuxinese
Tadzhik	Xhosa
Taechew	Yapese
Tagalog	Yemeni Arabic
Taiwanese	Yiddish
Tamil	Yoruba
Telugu	Yucateco
Temne	Yugoslavian
Thai	Yupik
Tibetan	Zambal
Tigrigna (Eritrea)	Zande
Tohono O'Odham	Zapoteco
Toisan	Zarma
Toishanese	Zomi
Tongan	Zulu
Triqui	
Trukese/Chuukese	
Tshiluba	
Turkish	
Twi	
Ukrainian	
Urdu	
Uzbek	
Vietnamese	
Visayan	
Waray-Waray	
Welsh	

Contact Voiance

Contact Voiance today to discuss how we can improve your language services program.

Phone: 866-742-9080 | Fax: (520) 745-9022 | info@voiance.com | www.voiance.com

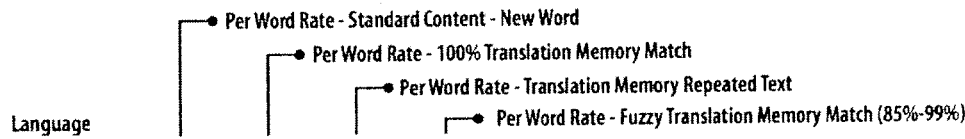
Mailing Address: Voiance | 5780 North Swan Road | Tucson, Arizona 85718

Translation and Localization

Voiance provides translation and localization projects in final formats, ready to be dropped off, published, or posted online without additional development.

- ISO certified translation process.
- Clear, concise, culturally relevant messaging.

Translation Service Pricing- Further savings may be obtained depending on total volumes, content type, languages selected and frequency of projects.



Afrikaans	\$0.25	\$0.06	\$0.08	\$0.17
Albanian	\$0.17	\$0.04	\$0.06	\$0.11
Amharic	\$0.22	\$0.06	\$0.07	\$0.15
Arabic	\$0.19	\$0.05	\$0.06	\$0.13
Armenian	\$0.15	\$0.04	\$0.05	\$0.10
Azerbaijani	\$0.25	\$0.06	\$0.08	\$0.17
Azeri	\$0.27	\$0.07	\$0.09	\$0.18
Belarusian	\$0.20	\$0.05	\$0.07	\$0.13
Bengali	\$0.22	\$0.06	\$0.07	\$0.15
Bosnian	\$0.18	\$0.05	\$0.06	\$0.12
Bulgarian	\$0.18	\$0.05	\$0.06	\$0.12
Burmese	\$0.22	\$0.06	\$0.07	\$0.15
Cambodian	\$0.21	\$0.05	\$0.07	\$0.14
Catalan	\$0.24	\$0.06	\$0.08	\$0.16
Chinese (Simplified)	\$0.13	\$0.03	\$0.04	\$0.09
Chinese (Traditional)	\$0.17	\$0.04	\$0.06	\$0.11
Croatian	\$0.19	\$0.05	\$0.06	\$0.13
Czech	\$0.18	\$0.05	\$0.06	\$0.12
Danish	\$0.23	\$0.06	\$0.08	\$0.15
Dari	\$0.21	\$0.05	\$0.07	\$0.14
Dutch	\$0.21	\$0.05	\$0.07	\$0.14
Estonian	\$0.20	\$0.05	\$0.07	\$0.13
Farsi	\$0.21	\$0.05	\$0.07	\$0.14
Finnish	\$0.23	\$0.06	\$0.08	\$0.15
Flemish	\$0.23	\$0.06	\$0.08	\$0.15
French (European)	\$0.18	\$0.05	\$0.06	\$0.12
French (Canadian)	\$0.18	\$0.05	\$0.06	\$0.12
Gaelic	\$0.25	\$0.06	\$0.08	\$0.17
Georgian	\$0.25	\$0.06	\$0.08	\$0.17
German	\$0.18	\$0.05	\$0.06	\$0.12
Greek	\$0.20	\$0.05	\$0.07	\$0.13

Gujarati	\$0.20	\$0.05	\$0.07	\$0.13
Haitian Creole	\$0.22	\$0.06	\$0.07	\$0.15
Hebrew	\$0.20	\$0.05	\$0.07	\$0.13
Hindi	\$0.20	\$0.05	\$0.07	\$0.13
Hmong	\$0.25	\$0.06	\$0.08	\$0.17
Hungarian	\$0.18	\$0.05	\$0.06	\$0.12
Icelandic	\$0.29	\$0.07	\$0.10	\$0.19
Indonesian	\$0.23	\$0.06	\$0.08	\$0.15
Italian	\$0.16	\$0.04	\$0.05	\$0.11
Japanese	\$0.20	\$0.05	\$0.07	\$0.13
Javanese	\$0.25	\$0.06	\$0.08	\$0.17
Kannada	\$0.25	\$0.06	\$0.08	\$0.17
Kazakh	\$0.25	\$0.06	\$0.08	\$0.17
Korean	\$0.18	\$0.05	\$0.06	\$0.12
Kurdish	\$0.25	\$0.06	\$0.08	\$0.17
Kyrgyz	\$0.25	\$0.06	\$0.08	\$0.17
Laotian	\$0.22	\$0.06	\$0.07	\$0.15
Latin	\$0.25	\$0.06	\$0.08	\$0.17
Latvian	\$0.20	\$0.05	\$0.07	\$0.13
Lithuanian	\$0.18	\$0.05	\$0.06	\$0.12
Macedonian	\$0.20	\$0.05	\$0.07	\$0.13
Malay	\$0.23	\$0.06	\$0.08	\$0.15
Marathi	\$0.20	\$0.05	\$0.07	\$0.13
Moldavian	\$0.25	\$0.06	\$0.08	\$0.17
Nepali	\$0.25	\$0.06	\$0.08	\$0.17
Norwegian	\$0.23	\$0.06	\$0.08	\$0.15
Nyanja	\$0.25	\$0.06	\$0.08	\$0.17
Pangasinan	\$0.25	\$0.06	\$0.08	\$0.17
Panjabi	\$0.20	\$0.05	\$0.07	\$0.13
Pashto	\$0.25	\$0.06	\$0.08	\$0.17
Pohnpeian	\$0.27	\$0.07	\$0.09	\$0.18
Polish	\$0.18	\$0.05	\$0.06	\$0.12
Portuguese (Brazilian)	\$0.17	\$0.04	\$0.06	\$0.11

Other Services

\$65 - Translation Hourly Rate (Review, Glossary Translation)

\$65 - Initial Source Language Glossary & Style Guide Creation

\$60 - Post-Translation DTP Format & QA Hourly Rate

\$60 - Complex Multi-lingual DTP Hourly Rate

\$70 - Graphics Localization

\$80 - Multimedia Translation Integration

7% - Project Management

(Based on a % of total budget if greater than one hour)

\$100 - Project Minimum - All languages

Portuguese (European)	\$0.18	\$0.05	\$0.06	\$0.12
Punjabi	\$0.20	\$0.05	\$0.07	\$0.13
Romanian	\$0.18	\$0.05	\$0.06	\$0.12
Russian	\$0.18	\$0.05	\$0.06	\$0.12
Samoan	\$0.27	\$0.07	\$0.09	\$0.18
Serbian	\$0.18	\$0.05	\$0.06	\$0.12
Serbo-Croatian	\$0.18	\$0.05	\$0.06	\$0.12
Sinhalese	\$0.27	\$0.07	\$0.09	\$0.18
Slovak	\$0.20	\$0.05	\$0.07	\$0.13
Slovene	\$0.20	\$0.05	\$0.07	\$0.13
Somali	\$0.21	\$0.05	\$0.07	\$0.14
Sotho	\$0.22	\$0.06	\$0.07	\$0.15
Spanish	\$0.13	\$0.03	\$0.04	\$0.09
Swahili	\$0.22	\$0.06	\$0.07	\$0.15
Swedish	\$0.23	\$0.06	\$0.08	\$0.15
Tagalog	\$0.20	\$0.05	\$0.07	\$0.13
Tajik	\$0.25	\$0.06	\$0.08	\$0.17
Tamil	\$0.20	\$0.05	\$0.07	\$0.13
Telugu	\$0.20	\$0.05	\$0.07	\$0.13
Thai	\$0.20	\$0.05	\$0.07	\$0.13
Tigrinya	\$0.25	\$0.06	\$0.08	\$0.17
Trukese	\$0.25	\$0.06	\$0.08	\$0.17
Turkish	\$0.20	\$0.05	\$0.07	\$0.13
Turkmen	\$0.25	\$0.06	\$0.08	\$0.17
Ukrainian	\$0.18	\$0.05	\$0.06	\$0.12
Urdu	\$0.20	\$0.05	\$0.07	\$0.13
Uzbek	\$0.25	\$0.06	\$0.08	\$0.17
Vietnamese	\$0.18	\$0.05	\$0.06	\$0.12
Welsh	\$0.27	\$0.07	\$0.09	\$0.18
Yao	\$0.25	\$0.06	\$0.08	\$0.17
Yiddish	\$0.25	\$0.06	\$0.08	\$0.17
Zulu	\$0.27	\$0.07	\$0.09	\$0.18

Translation Rates above relate to standard content (general informational, consumer-targeted or mildly technical content). Content of a more complex nature (complex medical, advertising copy or highly technical) may be subject to a higher Translation Rate. Voiance will always try to accommodate the fastest turn-around time for its customers. However in rare cases with extremely tight turn-around times, a rush fee of 25% of the project value may be requested. The Translation Memory Match Categories suggested above are for reference. Voiance may find other cost-savings alternatives depending on the content and status of any legacy Translation Memory. The prices above are provided as a starting point for customers with occasional need of translation services. Customers needing work at standard intervals and volume levels may qualify for additional discount on all unit rates.

AGREEMENT

By And Between
The New Haven Board of Education
AND

Houghton Mifflin Harcourt (HMH) Publishing Company

FOR DEPARTMENT/PROGRAM:

Strong 21st Century Communications Magnet and SCSU Lab School

This Agreement entered into on the 8th day of January 2019 effective the 12th day of February, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Houghton Mifflin Harcourt (HMH) Publishing Company located at 9205 South Park Center Loop, Orlando, FL 32819 (herein referred to as the “Contractor”).

SCOPE OF SERVICE: *Brief description of service deliverables. In addition, please attach a detailed Scope of Service that describes all deliverables, locations and costs for service, including supplies, materials and travel, if applicable:*

HMH Professional Services will be providing professional development in lesson planning, effective instruction, and math content. The service will be delivered in 2 full day sessions. The service will be provided at Strong 21st Century Communications Magnet and SCSU Lab School. K-4 teachers at Strong and coaches will receive the professional development. The service will be provided between June 1, 2019 and June 30, 2019.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$2,950.00 per full day session** for up to a maximum of **2 sessions**. The maximum amount the contractor shall be paid under this agreement: Five thousand, nine hundred dollars (\$5,900.00). 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 School Improvement Grant (SIG) of the New Haven Board of Education, **Account Number:** 2531-6279-56694-0028. This agreement shall remain in effect from February 12, 2019 to June 30, 2019.

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.

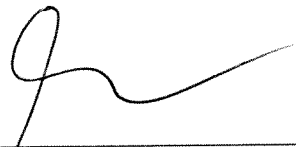
TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the 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.

Nicole Genova

Contractor Signature

01/17/2019

Date



President
New Haven Board of Education

1/28/19

Date

Nicole Genova, Director, Bids and Contracts

Contractor Printed Name & Title

Revised: 7/17



Houghton Mifflin Harcourt

Proposal

Prepared For

Strong 21St Cent Comm Mag Sch

130 Orchard St
New Haven CT 06519

For the Purchase of:

Math In Focus Implementation Services- June 25-26 OR June 27-28- Summer 2019

Prepared By
Catherine Landers
cathy.landiers@hnhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.



Houghton Mifflin Harcourt

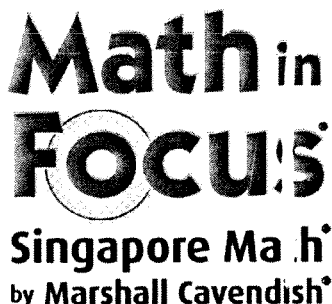
Attention:
Julie Dempskey
julie.dempskey@new-haven.k12.ct.us
HMH Confidential and Proprietary

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hnhco.com



Houghton
Mifflin
Harcourt

HMH Professional Services **Scope of Work**



Strong Magnet School
June 2019

Transforming school performance by developing great leaders and fostering effective teaching.

Submitted November 27, 2018 to:
Susan DeNicola, Principal
Julie Demsky, Math Coach
Strong Magnet School

Contacts:

Cathy Landers
Account Executive
Cathy.Landers@hnhco.com
860.326.9285

Nicole Jackson
Manager of Professional Services
Nicole.Jackson@hnhco.com
860.709.8255

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OVERVIEW

HMH Professional Services is committed to ensuring the success of students, teachers, leaders, and schools. This Scope of Work supports ongoing planning, communication, and collaboration between HMH Professional Services and Strong Magnet School.

The purpose of this proposal is to create a plan for improving the effective teaching and student learning of mathematics at Strong Magnet School in New Haven, CT. We believe that a partnership with you that focuses on your school's goals, student data, and a thorough understanding of your instructional needs to meet Connecticut Core Standards for Mathematics, will lead to building the capacity required for student achievement in mathematics.

WHAT WE HEARD

In our conversations with Strong Magnet School, Principal Susan DeNicola and her team shared that they are interested in offering a professional learning opportunity to teachers focusing on increasing instructional effectiveness in mathematics. HMH proposes to collaborate with school leadership to design this engagement to address the needs of teachers and their students.

- Year Six of implementing Math in Focus®
- Low proficiency levels in math a concern
- Decrease in district funded math coaching support for past five years
- No on-site full-time math instructional coach since Fall 2016

Based on collaborative conversations with you, we will create a customized **Professional Learning Plan** that includes professional development focused on your unique needs and goals.

WHY HMH PROFESSIONAL SERVICES?

Our team has over 50 years of expertise making meaningful connections with teachers and leaders in our partner schools.

As the nation's largest professional development provider, we know that the more we understand our partners, the more effective our support and services become.

Our world-class instructional and technical experts develop strong partnerships within schools—collaborating with leaders and teachers to translate district visions into implementation plans that include curriculum support, instructional strategies, leadership development, and technical services.

Using a personalized approach to professional learning, we make it our goal to help all educators and their students experience excellence.

SCOPE OF WORK

Description of Proposed Professional Learning Services for Strong Magnet School

Research shows that teachers who receive professional learning increase their students' achievement significantly. At Houghton Mifflin Harcourt, we offer a full spectrum of professional learning to help teachers do just that—improve their effectiveness in the classroom and boost their students' performance.

To support effective teaching and leading, HMH Professional Services experts will provide a robust set of professional learning sessions at Strong Magnet School. Brief learning outcomes for each training type are provided below.

Supporting Foundational Fidelity of Program Implementation

Follow-Up Professional Learning

Beyond getting started, Houghton Mifflin Harcourt professional learning services help teachers deepen their understanding of how to effectively implement the rich classroom and digital tools in *Math in Focus* with a focus on planning, monitoring progress, digital instruction, and differentiation.

Grade-Level Workshop (June 2019)

For these sessions, participants are split into grade levels (or grade level combos) and focus on lesson planning, effective instruction and math content at a particular grade level. Sessions are customized for the time of year and focus on structure of the lesson and anticipating the obstacles that might occur when teaching the Singapore pedagogy (up to 35 participants per session). This session takes a minimum of 2 days to deliver for grades K-5 and a minimum of 3 days to deliver for grades K-8.

Teachers will walk away with a deeper understanding of how to develop an anchor task and apply the gradual release lesson structure to their next lesson.

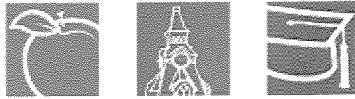
Learning Outcomes:

- Review the Application of the 4 Non-Negotiables of Singaporean Pedagogy
- Chapter /Lesson Planning of upcoming lessons, with Anchor Tasks
- Transition/Pacing
- Common Vocabulary and Phrases
- Grade Level Content
- Visualization: Bar Modeling (or grade level specific visualization)

Audience: Teachers, Coaches

Delivery: In-person

Time: Full-day



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee

From: Typhanie Jackson
Director Student Services/Special Education

Re: A&F Agenda Item Request/For Information Only
Non-Financial Agreement for Vocational Training with Gateway
Community College

Meeting Date: February 4, 2019

I am requesting that the following item be placed on the AF& agenda for Information Only.

A Non-Financial Agreement by and between the New Haven Board of Education and Gateway Community College, 20 Church Street, New Haven, CT to provide vocational training to NHPS students from September 1, 2018 to June 30, 2021.

Draft of agreement is attached.

Thank you.

Connecticut
Community
Colleges

Original Amendment ID #FY19-1405

Education That Works For a Lifetime

State Contracting Agency: Connecticut State Colleges and Universities

Gateway Community College

Street: 20 Church Street

City: New Haven State: CT Zip: 06510

Tel#: 203-285-2022

Hereby enters into a Contract with:

Contractor's Name: New Haven Board of Education

Street: 54 Meadow Street

City: New Haven State: CT Zip: 06519

Tel#: 203-946-5083 E – MAIL: Patricia.demaio@new-haven.k12.ct.us

The term of this contract is from 9/1/2018 through 6/30/2021

This Contract shall become effective as of the date of signature by the Contracting Agency's authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General (OAG). Upon such execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and, where applicable, approved by the OAG.

**State Contracting Agency agrees to make payment to the Contractor.
Total Contract shall not exceed \$0.00**

**Contractor should address all contract questions to:
Lisa Cherhoniak, Associate Fiscal/Administrative Officer, 203-285-2524, lcherhoniak@gatewayct.edu**

**Contractor should address all questions regarding the scope or performance of services to:
Rose R. Ellis, Ph.D., Dean of Administrative Affairs, 203-285-2022**

**Contracting Agency should address all contract questions to:
Typhanie Jackson, Director of Student Services, 475-220-1768**

FOR INTERNAL USE ONLY

EXPENSE CODING	FISCAL YR19	AMOUNT	NOTES
Banner Fund Code:		\$0.00	
Banner Org Code:			
Banner Account Code:			
Banner Program Code:			

SECTION 1 - DESCRIPTION OF SERVICES

- A. For the period of September 1, 2018 through June 30, 2021, Gateway Community College ("College" or "State" or "State Contracting Agency") located at 20 Church Street, New Haven, CT 06510, and New Haven Board of Education ("Contractor"), located at 54 Meadow Street, New Haven, CT 06519, shall enter into the agreement as detailed below.

WITNESSETH THAT:

WHEREAS, the Contractor has determined that it needs the services of a community based organization to assist in the provision of vocational training to its students; and

WHEREAS, the College is willing and qualified to provide the community assistance; and

WHEREAS, the Contractor has selected the College and the College has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, no funds for this agreement are required;

NOW, THEREFORE, the Contractor and the College hereby agree as follows:

B. Engagement

1. The Contractor hereby engages the College and the College hereby agrees to perform the services set forth herein in accordance with the terms and conditions herein.
2. The person in charge of administering the services described under this agreement on behalf of the Contractor shall be Ms. Typhanie Jackson, the Director of Student Services/Special Education for the Contractor, by and through Mark Caruso, the Coordinator of the Work Experience Program for the Contractor, or such other person as Ms. Jackson shall designate in writing.
3. The person responsible for the services to be performed by the College shall be Erika Lynch, Workforce Development Coordinator, or such other qualified person as is designated in writing by the College and accepted by the Contractor.
4. The College shall not subcontract any of the services to be performed by the College under this agreement.

C. Scope of Services

The services provided by the College consist of:

1. Space specifically designated for a classroom, Monday through Friday, 7:30 a.m. through 11:00 a.m., (Room N006), and Fridays from 8:00 a.m. through 9:00 a.m., (Room N010) to be used for work training opportunities in an appropriate job.
2. Provide the Contractor staff and students with classroom policies and procedures, in writing, that the students are expected to follow.

D. Information and services to be furnished by the Contractor:

The Contractor shall be responsible for the following:

1. Up to nine students with intellectual disabilities and autism. The students will be selected for participation in the program based upon their needs, abilities and interests.
2. One Special Education teacher and one Paraprofessional to provide supervision of the students at the site. The Special Education teacher is expected to assist mentors with minor on-site problems and to determine when the intervention of the Coordinator, Special Education Supervisor or Director is required.
3. Site visits by Coordinators.
4. Transportation to and from the College.

SECTION 2 - COST AND SCHEDULE OF PAYMENTS

1. State Liability.

The State of Connecticut and the State Contracting Agency ("State" or "College") shall assume no liability for payment for services under the terms of this contract until the contract is fully executed by the State Contracting Agency, the Contractor, and if applicable, by the Attorney General of the State of Connecticut.

2. Total Contract Not to Exceed.

The College shall pay the CONTRACTOR a total sum not to exceed \$0.00 for services performed under this agreement.

3. Invoicing and Payment

(a) The Contractor shall submit invoices in accordance with the schedule below:

No invoice shall be submitted. There is NO COST involved.

(b) Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

(c) Payment shall be made by the College to the Contractor within 45 days after receipt of properly executed and approved invoices.

SECTION 3 - OTHER TERMS AND CONDITIONS

1. Claims Against The State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

2. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising,

directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the College prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the College. The College shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the College or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

3. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

4. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5. Termination:

- (a) Notwithstanding any provisions in this contract, the *College*, through a duly authorized employee, may terminate the contract whenever the *College* makes a written determination that such termination is in the best interests of the State. The *College* shall notify the Contractor in writing of termination

pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

- (b) Notwithstanding any provisions in this contract, the *College*, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
- i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the College believes that the Contractor has not performed according to the contract, the College may withhold payment in whole or in part pending resolution of the performance issue, provided that the College notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The College shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the College for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the College all records. The records are deemed to be the property of the College and the Contractor shall deliver them to the College no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the College for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the College, the Contractor shall cease operations as the College directs in the notice, and take all actions that are necessary or appropriate, or that the College may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The College shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the College is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College, the Contractor shall assign to the College, or any replacement Contractor which the College designates, all subcontracts, purchase orders and other commitments, deliver to the College all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the College may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall

survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

6. Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on

Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated

April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the *College* shall provide a copy of these orders to the Contractor.

8. Contracting with State Employees or Related Family/Business

Section 1-84 (i) of the Connecticut General Statutes prohibits the BOR to engage in contracts over \$100 with State employees and certain related family or businesses as defined by Sections 1-79 (b) and (f), unless awarded through an open and public process. Contractor has disclosed to State whether it is an employee, related family member or associated business as defined by the statute. The Contractor and State each represent that they have fully complied with all applicable requirements of this statute, which is set forth below (emphasis added), or as it may be amended from time to time:

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

C.G.S. § 1-79 (b) provides: "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public official or state employee or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public official or state employee, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public official or state employee or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

C.G.S. § 1-79 (f) provides: "Immediate family" means any spouse, children or dependent relatives who reside in the individual's household.

9. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

10. Confidential Information

(a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The

Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

- (b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

11. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the BOR in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said BOR, such services as the BOR requests, provided in this contract.

12. Entire Agreement:

This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by BOR. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

ACCEPTANCES AND APPROVALS

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:

By the Contractor

New Haven Board of Education

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

Darnell Goldson, President

(Typed/Printed Name and Title of Authorized Official)

By the State Contracting Agency

Statutory Authority C.G.S. 4a-52a, 10a-151b

Gateway Community College

Contracting Agency Name

Signature (Authorized Official)

Date

Rose R. Ellis, Ph.D., Dean of Administrative Affairs

(Typed/Printed Name and Title of Authorized Official)

By the Office of the Attorney General (approved as to form)

Signature

Date

(Typed/Printed Name)

Assistant / Associate Attorney General



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity
an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Date

Printed Name



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Ophelia J. Berry Fund dba Pathways to College

FOR DEPARTMENT/PROGRAM:

Hillhouse High School

This Agreement entered into on the 28th day of January, 2019, effective the 29th day of January, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, The Ophelia J. Berry Fund, Inc. located at, 397 Linden Street, Wellesley, MA 02481, (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,500.00 per session, for a total of forty sessions.

The maximum amount the contractor shall be paid under this agreement: sixty thousand dollars (\$60,000.00). 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 School Improvement Grant **Program** of the New Haven Board of Education, **Account Number:** 2546626556694 **Location Code:** 0062.

This agreement shall remain in effect from Board of Education Approval Date to June 30, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*
Exhibit A: *Scope of Service Attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable. See attached A, parts 1 and 2.*


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

January 7, 2019

Charles K. Gleason
Chief Operating Officer

President
New Haven Board of Education
Date

Revised: 10/2/18



A program of The Ophelia J. Berry Fund, Inc.

Exhibit A, Part 1

**Scope of Services: Pathways to College's On-going College Access and Success Program
for Hillhouse High School Students, Grades 9-12
January 29-June 30, 2019**

Pathways to College, a program of the The Ophelia J. Berry Fund, Inc., will restart and operate the remainder of its Pathways to College Program that it has been operating in Hillhouse for the last five years.

The five month-long program will focus on the importance of goal setting and training in how to set up long range plans that support the achievement of those goals. The program focuses on strengthening the core academic goals of critical thinking and oral and written expression and on the leadership and life skills that are just as important as the academic skills are for achieving college success.

The personnel working directly with the students in this afterschool program are full time employees of Hillhouse School and will be assisted by the same Pathways to College personnel who have been working with them during the past year.

The all-inclusive cost for the satisfactory performance of services, including all compensation will be \$60,000 and the detailed budget follows in Exhibit A - Part 2.

This scope of services reflects what is contained in the Agreement Cover Sheet signed by the principal of Hillhouse High School.

A handwritten signature in black ink, appearing to read "Charles K. Gleason".

Charles K. Gleason
Chief Operating Officer
Pathways to College

January 7, 2019

Exhibit A- Part 2: Scope of Services Abstract and Budget

**Pathways to College's
Hillhouse High School Program**

Scope of Services Abstract of Exhibit A, Part 1: Pathways to College will implement 1.) A five-month, 40 session program, culmination program for the Pathways Scholars currently enrolled in the academic year at Hillhouse High School plus students to be recruited from the three lower grades.

The 40 sessions will build on activities undertaken by the Program over the last four years and will focus on connecting the academic and leaderships skills needed for succeeding in college- skills such as setting goals and how to develop a plan to achieve those goals. It will serve up to 100 students and will include at least one college visit for the underclass Scholars and intensive preparatory work for seniors who are heading to college.

Budget details covering the overall \$60,000 cost for the program described in Exhibit A, Part 1 are as follows:

Per Session Budget

Personnel	885
Travel	280
Supplies	85
Sub-Total	1,250
Indirect - 20% rate	250
Total for One Session	1,500
Total for Forty Sessions	\$60,000



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



New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: NHPS Finance and Operations Committee
From: Monica Joyner, Principal Augusta Lewis Troup School
Re: 2018-2019 Contract with ACES PDSI
Meeting Date: 2/4/19

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and ACES PDSI specifically for a series of workshops with middle school teachers of grades 5-8 centered on key learning such as improving student engagement, student-centered learning, and authentic learning activities as a means to improve adult actions and impact student learning.

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

- 22 Full Days @ \$1,100.00
- 22 trips of 11.2 miles @\$58/mile
- Total: \$24,342.91

Funding Source: Special Funds, Troup School Improvement, carryover 2546 - 6207- 15-56694 0015

Key Questions:

1. Please describe how this service is **strategically aligned** with school or district goals:

NHPS has as one of its priorities to “Engage **all** students in purposeful, supportive, and meaningful learning experiences that coherently support and challenge students to academic, social-emotional and physical development, through instructional systems that tie together curriculum, instruction, interventions, and assessments”. This contract provides focused professional development which will give teachers tools to improve their planning of student centered learning experiences. The teachers engaging in this learning as a team supports cohesion and effectiveness of instructional teams to improve student learning outcomes.

This purposeful work will strengthen all middle grades teacher teams which will improve instruction within each of the 5th-8th grade levels, bringing them closer to on par with K-4 teams which have received more focused PD in recent years.

What **specific need** will this contractor address? Strategic coaching and teacher development across grades 5-8 supports the alignment and execution of the Instructional Practice priority within the School Improvement which focuses on high leverage strategies for improved literacy as well as reviews of relevant data and student work. Detailed professional development plan with teacher training teams is attached.

2. **Contractor selection:** quotes, RFP, or Sole Source?



New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Sole source. ACES PDSI created a customized PD plan to respond to the specific needs of Augusta Lewis Troup School given our current priorities, level of development of student engagement and level of teacher development in creating engaging learning experiences for students. The provider will be working with approx. 15 teachers and all building administrators who will then have the capacity to turnkey to 100% of teachers.

3. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**).
Proven track record in New Haven Public Schools and several other partnering districts across the state. Past successful direct collaborations with teachers and administrators at Augusta Lewis Troup School. Notable success is based on gathered feedback from all planning sessions. Contractor has the capacity to provide cost effective, customized solution pathways for professional learning that is responsive to the needs of Troup School.
4. Is this a **new or continuation service**? **If a continuation of service**: a) has cost increased? If yes, by how much? b) What would an alternative contractor cost?
This is a continuation of service from a provider we have successfully contracted with in recent past years. There are no significant changes to costs compared to previous board approved contracts with this provider.
5. **Evidence of Effectiveness**: How will the contractor's performance be evaluated? **If a continuation service**, attach a copy of **previous evaluations** or **archival data** demonstrating effectiveness:
Feedback (+/-) will be collected by all participants after each phase of the work. That information will be reviewed with principal and contractor to ensure effectiveness and alignment of professional learning and needs of teacher. This strategy has been used in the past with this contractor and worked well. All feedback was reviewed with the principal after each session allowing contractor to consider the information and respond as needed.
6. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?
It cannot be provided internally given all demands of current school leadership. Additionally, there is a benefit to welcoming an outside facilitator who is steeped in recent and relevant research for school improvement and can support strategic planning success given our current priorities.
7. Why do you believe this agreement is **fiscally sound**?
For \$24,342.91 100% of middle school teachers and 100% of administrators and coaches will receive an enormous amount of relevant professional development using this cohort learning model. This will enable us to be able to continue to build expert internal capacity of all teachers.

AGREEMENT

**By And Between
The New Haven Board of Education
AND**

ACES PDSI

FOR DEPARTMENT/PROGRAM:

A.L. Troup School

This Agreement entered into on the 12th day of February, 2019, effective the 12th day of February, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Area Cooperative Educational Services Professional Development/ School Improvement located at 205 Skiff Street Hamden, CT 06517 (herein referred to as the "Contractor").

SCOPE OF SERVICE: *Brief description of service deliverables. In addition, please attach a detailed Scope of Service that describes all deliverables, locations and costs for service, including supplies, materials and travel, if applicable:*

During the months of February 2019 - June 2019 the contractor will provide services at A.L. Troup School for teachers of students in grades 5-8 and the leadership team. Participants will engage in professional development to strengthen core Tier 1 teaching and learning. The intended learning outcomes are (1) increased teacher knowledge and capacity to design high-quality, Core Standards-aligned learning experiences, (2) development of teacher understanding of the connection between lesson design and student learning outcomes, (3) experiential knowledge of how to use data to plan, monitor and assess adult actions for improved student learning, (4) increased collaboration among grade/content teams focused on lesson planning and implementation, and (5) development of shared understanding by the leadership team of how to assess the impact of teacher learning outcomes on learning and teaching and how to provide support. 22 full days.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$1,100 per full day(s), mileage for 22 trips of 11.2 miles @ \$.58/mile** for up to a maximum of **22 full day(s)**. The maximum amount the contractor shall be paid under this agreement: Twenty four thousand three hundred forty two dollars and ninety-one cents (\$24,342.91).

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 Troup School Improvement Grant 1003G Program of the New Haven Board of Education, **Account Number:** 2546 - 6207- 15-56694

This agreement shall remain in effect from February 12th, 2019 to June 30, 2019.

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



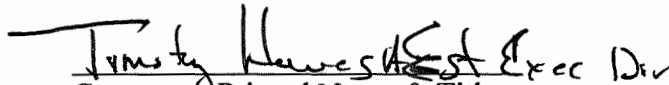
Contractor Signature

President
New Haven Board of Education

1/4/19

Date

Date



Contractor Printed Name & Title

Revised: 7/17



Proposal of Services FY19

District: New Haven - Augusta Lewis Troup School (SIG) REVISED
Date: 1/8/19

Topic/Focus and Description	Date	Participants	Outcomes/Evidence of Success	Cost
Planning and development with Troup leadership team/foundational learning and planning	8/21/18 D. Secchiaroli 9/17/18 D. Secchiaroli and R. Cobb (.5 day each)	Troup leadership team ACES PDSI	Knowledge of key content for the year's professional learning Shared understanding of what to "look for" from the professional learning during classroom visits	2 days @ \$1,100/day = \$2,200
Facilitated Protocols for Collaborative Analysis of Implementation Data, Coaching, and Learning Walks	2/4/19 D. Secchiaroli and R. Cobb 2/7/19 D. Secchiaroli 3/12/19 D. Secchiaroli 3/18/19 R. Cobb 4/2/19 R. Cobb 4/30/19 D. Secchiaroli 5/6/19 R. Cobb 5/14/19 D. Secchiaroli 5/21/19 D. Secchiaroli 6/5/19 R. Cobb 6/6/19 D. Secchiaroli 8 additional dates TBD Please note: all dates are contingent on PDSI staff availability at time of proposal approval and effective date of approved NHBOE agreement	Teachers grades 5 - 8 in grade-level teams Coaches Building administrators ACES PDSI	Increased teacher knowledge and capacity to design high-quality, Core Standards-aligned learning experiences Experiential knowledge of how to use data to plan, monitor and assess adult actions and student learning Increased collaboration among grade/content teams focused on lesson planning and implementation	20 days @ \$1,100/day = \$22,000

Proposal of Services FY19



Topic/Focus and Description	Date	Participants	Outcomes/Evidence of Success	Cost
Accountability Reviews	Quarterly dates tbd	District Leadership ACES PDSI	Assessment of progress of work	In-kind
CONSULTANT COST: 22 days @ \$1,100/day TRAVEL: 11.2 miles @ .58/mile x 22 trips TOTAL				
				\$24,200.00
				\$ 142.91
				\$24,342.91

Proposal of Services FY19

Acceptance of Proposal

By signing below, you are accepting this proposal and are requesting that a contract be drafted.

Monica Joyner
Name and Title

1/11/19
Date of Acceptance

Please indicate contract recipient:

Contact Name: Monica Joyner
Title: Principal
Address: Augusta Lewis Troop School
259 Edgewood Ave
New Haven, CT 06511
Phone: (475) 220-3000
Email Address: monica.joyner@new-haven.k12.ct.us

Please return to ACES PDSI at:

ACES PDSI
c/o Kathy Johnsen
205 Skiff Street
Hamden, CT 06517-1095
OR
kjohnsen@aces.org

NEW HAVEN BOARD OF EDUCATION

AMENDMENT TO AGREEMENT

CONTRACTOR: Cornell-Scott Hill Health Center

AMENDMENT #: 1

GRANT # if applicable: _____

AGREEMENT #: 95124~~007~~

GRANT NAME: School Health Centers

DATE: December 20, 2018

FUNDING SOURCE OF AGREEMENT: 2512-5124-56694

ORIGINAL AMOUNT OF AGREEMENT: \$245,434.

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$245,434.

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$30,000

X INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$275,434.

FUNDING SOURCE FOR AMENDMENT: 2512-5124-56694

DESCRIPTION AND NEED FOR AMENDMENT: CS-HHC will be hiring and supervising a new social worker for Lincoln Bassett School Health Center for the remainder of this school year.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Michael R. Taylor 7 JANUARY 2019
Michael R. TAYLOR (Date)

Chief Executive Officer
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



New Haven Board of Education
School Health Centers

Agency Subcontractor Contract
2018-2019

Cornell-Scott Hill Health Center

NHPS School Health Center Program Overview & Vision Statement

NHPS has long recognized the profound impact that a child's physical, behavioral and emotional health has on learning, success in school and in life. Committed to supporting the "whole child", NHPS operates 17 SHC s with five community partners, the largest program in the State. SHCs provide a critical "safety net" for children/adolescents for needed health/mental health services, health promotion and support by trusted adults who are accessible at school, during the school day, thereby limiting barriers to care.

SHCs also play a critical role as partners to support our District goals through prevention efforts, by addressing the health needs of students and by supporting staff and parents to reduce absenteeism; increase school connectedness; reduce barriers to learning; and help students to be healthy, focused and successful learners.

The NHPS School Change Goals are to support the whole child:

1. *Eliminate Achievement Gap*
2. *Cut dropout rate in half*
3. *Ensure that every student is ready and able to succeed in college*

As integral health professionals in our schools, the School Health Center staff will support the Goals of New Haven Public Schools described within by:

1. Providing confidential, quality health services, groups, and health education to students;
2. Implementing evidence-based clinical and programmatic best practices;
3. Helping to keep students in school and available to learn;
4. Serving as an integral members, resource and supports of the school through committee work, class presentations, consults, school health promotion initiatives;
5. Supporting school, families and students to improve overall health, health behaviors, learning and engagement in school of students;
6. Supporting District strategies to ensure sustainability and expansion of SHCs services/sites

Our vision is to strengthen and expand this program with our community partners to provide every student with access to the services and support of a SHC and to become a unified, sustainable and highly effective "model" program that promotes health and learning of all students.

To achieve this, our goal is for every New Haven SHC to be fully staffed (office manager, medical and mental health), with full-time staff (minimum 35 hours/week), to work collaboratively with the school nurse, school staff and families to become a true integrative model of care. Once every site is fully staffed, and maximizing billing, we intend to expand with the following:

- Add on-site dental services across sites where needed;
- Hire health educators for SHCs;
- Expand hours of existing SHCs and open additional sites based on need

**Agency SubContractor Contract
School Health Centers (SHC)**

Cornell-Scott Hill Health Center

This Contract entered into this 30th day of April, 2018, effective the 1st day of July, 2018, by and between the **New Haven Board of Education** hereafter called, the "Board/Contractor," and **Cornell-Scott Hill Health Center**, hereafter called the "Subcontractor."

The parties entering into this Contract acknowledge the following terms and conditions:

SECTION #1: SCOPE OF SERVICE

The Subcontractor will carry out a fully staffed program (unless approved otherwise) of health, including psycho-social care, medical services and health promotion at: **Roberto Clemente; Davis Street School; Hill Central; King-Robinson; Truman and social work services at Troup and Katherine Brennan** utilizing licensed, or certified and supervised personnel (when and as required by the State of Connecticut law), who are qualified by training and experience to perform their duties, as described in the Contract.

SECTION #2: COMPENSATION-For DPH Funded SBHCs

Compensation for services is *contingent upon receipt of grant funds* from the State Department of Public Health. Pending receipt of funds, the Board will compensate the Subcontractor for satisfactory performance of service, which includes compliance with all staffing, service delivery and, reporting and documentation requirements, as outlined in this Agreement.

Failure to comply with all requirements, as outlined in the Contract, may result in the withholding of payment and/or the reduction of payment.

The Subcontractor will return any unspent funds to the Board immediately following termination of this Contract or within thirty (30) days of the end of the State Department of Public Health contract date.

This Contract shall remain in effect from **July 1st, 2018 through June 30, 2019**, in an amount not to exceed Two hundred forty five thousand four hundred and thirty four dollars (**\$245,434**). (**Amount is subject to change based on DPH funds**)

If funded by the Board through the State Department of Public Health (DPH) Grant, fiscal Support for this Contract shall be by: **School Health Center Program, Account #: 2512-5124-56694**.

In the event that the Subcontractor is providing an alternative funding source, the Board enters into this Contract as a **Non-Financial** partner with the understanding that all other terms and conditions, outlined in this Contract, are in effect, without exception.

DPH Funded SBHCs:

1. **Roberto Clemente**
2. **King Robinson**
3. **Truman**
4. **Troup**

SECTION #3: HOLD HARMLESS

The Subcontractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits and expenses, including reasonable attorneys' fees, in connection with loss of life, bodily injury and property damage arising from any negligent act or omission of the Subcontractor or its employees or agents. Further, the Subcontractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits, damages, costs, expenses (including reasonable attorneys' fees) and/or judgments of any description whatsoever caused by the Subcontractor's breach of this Contract or based upon the conduct of the Subcontractor, or its agents or its employees or arising out of or in connection with, their activities under this Contract.

SECTION #4: BOARD AUTHORITY

- a. The Board will appoint a designee, hereafter referred to as the "SHC Director", to oversee the operations of the School Health Centers. The SHC Director has authority to act on behalf of the Board in matters of finance, management, reporting and oversight of the School Health Centers;
- b. The Subcontractor's operation of a School Health Center, regardless of funding source, is subject to approval by the SHC Director, under terms set forth in this Agreement;
- c. A Board approved Agreement is required for all Subcontractors, regardless of funding source, for any School Health Center in New Haven Public Schools;
- d. The Subcontractor's personnel will be subject to Board's direction and control, through the SHC Director, with respect to his/her activities on behalf of the Board;
- e. The SHC Director reserves the right to prevent any staff member employed by the Subcontractor from working in the School Health Center, if, in its sole discretion, it determines that said employee's performance is unsatisfactory;
- f. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
- g. Any changes in program design, forms, reporting, documentation or service delivery must receive prior approval from the SHC Director;
- h. A description of any short or long term (more than once/twice) planned health services, programs or education by the SHC agency that will be provided to students in school by staff other than SHC staff must be submitted to the SHC Director at least 2 weeks in advance for review and approval as part of a centralized coordination plan to assess need, equity, student time issues and to avoid duplication of efforts.

SECTION #5: BOARD AND SUBCONTRACTOR IN-KIND CONTRIBUTIONS

The Board will provide the following in-kind contributions for the School Health Center:

- a. Suitable space at the designated school(s)
- b. Utilities
- c. Phones
- d. Internet and Powerschool access; and New Haven Public School email addresses for all SHC staff
- e. Oversight and management of the School Health Center program
- f. Regular meetings and training for clinic staff and Advisory meetings with partners
- g. Standardized forms, surveys, data management system, and reports

The Subcontractor will provide the following in-kind contributions for the School Health Center/s:

- a. Medical supplies
- b. Liability Insurance for staff at an appropriate level set forth in this Agreement
- c. Salary/benefits of staff above what grant and/or billing revenue provides
- d. Clinical Quality Review

- e. At least 2 Staff development opportunities/year for their SHC staff
- f. Supervision of staff
- g. Replacement of office supplies/equipment (other than computers) including fax machines, ink/toner, paper, etc. directly or through revenue generated from billing

SECTION #6: SERVICE DELIVERY, DATA SECURITY, STAFFING, INSURANCE COMPLIANCE

The Subcontractor and its personnel will provide the following services utilizing licensed, or certified and supervised personnel (as required by the State of Connecticut law), who are qualified by training and experience to perform their professional duties during School Health Center hours of operation:

A. Clinical Services: Culturally Competent Medical & Mental Health Services

1. Diagnosis and treatment for illness and injury
2. Psychological assessments
3. Crisis intervention and advocacy
4. Individual, family and group counseling
5. Health education
6. Substance abuse/AIDS counseling and referral
7. Referral for follow-up services, diagnostic procedures and treatment of conditions that are beyond the scope of services provided in the clinic
8. Outreach to families and at risk students
9. Case management
10. Medical and Mental health services that do not supplant existing school health services
11. All health services provided by the Subcontractor to any students during school hours must be done on site to help students remain in school and be available to learn
12. Medical providers will provide a mental health screening with a formal tool for all students at the time a physical examination is performed, at a minimum.
13. Body Mass Indexes (BMIs) shall be calculated and recorded for all students at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format either provided or approved by DPH, and will be entered into HealthX.
14. An Asthma Action Plan shall be put in place, or must be confirmed to be in place in HealthX for all clients with a diagnosis of Asthma who use the clinic for medical services.
15. **Culturally Competency-** All SHC staff shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. All subcontracted agencies shall include strategies and efforts to ensure that culturally competent staff and service is delivered in the SHCs. This may include but is not limited to the following:
 - a. A program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity;
 - b. Policies and procedures for the provision of interpreter/translator services;
 - c. Readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
 - d. The development of non-English client-related materials that are appropriate for the population served by the program,
 - e. Signage (in commonly encountered languages) that provides notices and directions to services within the facility,
 - f. Policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,

- g. Strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor/subcontractor will:
 - i. Actively recruit applicants from the minority population served,
 - ii. Include cultural competency criteria in the evaluation of applicants,
 - iii. Assign a higher value to the cultural competency criteria for those applicants from the minority populations served.
- h. Institutional policies and procedures to accommodate the ethnic and cultural practices of clients, client's families, and staff,
- i. An organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and,
- j. Surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

B. School Support and SHC Outreach Services

The Subcontractor and/or its SHC personnel will:

1. Provide a minimum of twenty-four (24) consultation sessions to school staff, and eleven (11) classroom presentations to complement the school curriculum in areas of health promotion and psycho-social development
2. Provide a minimum of two (2) presentations for parents on issues of health promotion and psychosocial development or other topics of interest in the community
3. Participate in a minimum of four (4) school events/year that promote health/wellness for students, families or staff
4. Collaborate with the school to participate in a minimum of 4 outreach events/year to promote access, utilization and awareness of SHC services (e.g. orientation, table school events, SHC open houses, etc.) and document number of students/parents/staff reached
5. At least one SHC staff member will regularly attend their school's: 1) Staff and Student Support Team (SSST), 2) Attendance Committee, 3) SPMT committee and 4) School Wellness Committee and any other relevant school committees, per school request.

C. Patient Records, Data Entry and Reports

The Subcontractor or its personnel will provide the following:

- a. Document clinical notes for every visit into patient record system (e.g. Electronic Medical Records), and enter information for billing, if approved;
- b. Complete daily data entry of all required student information, including all visit encounter forms and data needed for reports, billing, or as requested by the SHC Director into the NHPS data management system: Health X.
- c. Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers, as needed, for SHC clients and their families. Services provided by referral must incorporate follow-up including checking that the appointment was kept, checking that the services met the client's needs, the outcome of the referral, and relevant health care findings. This information must be incorporated into the Client's medical record.
- d. Export SHC visit data from agency EMRs per required reporting, to DPH per trimester reporting schedule.
- e. Generate timely reports, as directed by the SHC Director, for DPH and NHPS from Health X.
- f. Third party billing and reporting as directed by the SHC Director on behalf of the Board.

D. Hiring and Staffing Levels for SHCs: NHPS expects that all SHC staff in funded sites work at least 35 hours a week at the SHCs.

1. The Subcontractor will provide administrative and clinical supervision of all professional and support staff.

2. The Subcontractor must send the SHC Director resumes of potential candidates for SHC positions at least 2 weeks before interviews begin, and offer the SHC Director the opportunity to interview the final candidates with the Subcontractor before an offer of hire is made;
3. As a condition of hire, the Subcontractor must require that all final SHC candidates pass a criminal background check as part of their application process, and before he/she can begin work in a school;
4. The SHC Director will be sent resumes of final candidates for any School Health Center positions and be given the opportunity to interview final candidates prior to hire;
5. The school Principal will be given the opportunity to have input in the final selection of any SHC staff if both desired and feasible;
6. Agencies must submit a **SHC- Agency Staff/Program Form** to the SHC Director for any new SHC staff (permanent or temporary) and/or any individuals from the community who will provide direct services to students, health education or programs brought in through your agency for review and approval at least 2 weeks prior to start dates (form will be provided);
7. Once the staffing and pay rates are finalized contractually, the Subcontractor will provide the SHC Director with a list of their clinic staff by site with their scheduled hours/weeks, and rate of pay by **July 15th 2018**, and provide updated staffing lists /information within five (5) business days of any changes;
8. The Subcontractor and SHC Director will agree, in writing, on a method of regular monitoring and reporting process of SHC staff attendance as part of this agreement;
9. The SHC Director must be notified in writing of any changes in SHC staffing and/or staffing schedules at least 2 weeks prior to implementing changes;
10. The Subcontractor will maintain full staffing levels at the School Health Centers(s) without jeopardizing staffing at the other clinic sites named in this Agreement;
11. Subcontractor personnel in DPH funded sites will work no less than 35 hours per week, covering school hours, for the term specified in this Agreement, unless approved for less coverage in writing by the SHC Director.
12. The Subcontractor will notify the SHC Director, immediately, of any staffing changes or shortages. If vacancies cannot be filled within five (5) school days, thus jeopardizing full staffing (35 hours per week, during school hours), the funding amount of the contract will be reduced accordingly for each non-staffed day, unless other arrangements are approved in writing by the SHC Director;
13. Any position left vacant for more than forty-five (45) days will be forfeited to the Board for the remainder of the contract year to fill the positions, and the contract amount will be reduced to reflect that change;
14. Any staffing changes must be reported to, and approved by, the Board's designee, in writing, with the exception of firing due to misconduct or medical or personal leave. In these instances, the Board must be notified within five (5) business days that there will be a vacancy and the Subcontractor must also provide an adequate plan in writing within five (5) days of a vacancy for full coverage for the School Health Center. Unfilled vacancies will be subject to funding reduction as outlined in #7, above.
15. The Subcontractor must report, within forty-eight (48) hours, upon the loss, restriction, suspension, or surrender of any medical or other credentials, qualifications, or licenses; and will immediately cease to provide further services to patients upon such loss, restriction, suspension, or surrender of such medical or other credentials, qualifications or licenses.
16. The Subcontractor will complete and submit the "Vacancy Tracker form" (provided by NHPS) to the SHC Director at least 2 weeks prior to the vacancy, when possible, when a SHC employee vacates a position and submit an updated version at least 2 weeks prior to the start date of a new person filling the vacancy.

E. Staff Orientation, Staff Development & Certification

1. Newly hired SHC staff will be provided with individual orientation within 2 weeks of their start date by both the SHC Director and from the agency. The SHC Director may delegate, with their consent, any other SHC staff in the District to assist with training, mentoring or supporting new staff as they adjust into their role and setting.
2. The Subcontractor shall facilitate annual certification of School Health Center staff, and the nurse practitioner staff or one FT SHC staff member shall be certified to deliver:
 - a. First Aid

- b. Cardiopulmonary Resuscitation including operation of the A.E.D (Automatic External Defibrillator), and
- 3. Subcontractors will follow the SHC Preceptor protocols developed by the SHC Advisory Board and will submit the staff preceptor form to the NHPS SHC Director by September 30th, 2018 and update if any changes are made during the year.
- 4. The Subcontractor shall provide documentation to the SHC Director that SHC personnel participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, and health promotion and illness prevention strategies for children and adolescents.

F. Compliance: Public Health, DPH Inspections-Data Security Requirements, Litigation and Board Regulations

- 1. The Subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the Contractor and its personnel.
- 2. Subcontractor personnel will perform such duties as patient care, education and research as set forth in the State of Connecticut Department of Public Health grant proposal and as required by the Board, and by any requirements imposed in any contract entered into with the Board relating to Medicaid or Medicaid managed care and in particular, act in the capacity and perform the particular duties set forth in this contract, within the scope of any certification or licensure.
- 3. Personnel will carry out the policies and instructions of the Board, as communicated by the SHC Director.
- 4. The Agency (DPH) or its affiliated representatives shall at all times have the right to enter into the Contractor(BOE) or Subcontractor's premises, or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Conn. Gen. Stat. 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor/Subcontractor shall disclose information on Clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
- 5. The Subcontractor and its personnel will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
- 6. The Contractor and Subcontractors, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained in a commercially reasonable manner in accordance with current industry standards.
- 7. Each subcontractor shall implement and maintain a comprehensive data-security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Personal Information;
 - b. Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Personal Information, including but not limited to passwords, and
 - e. Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
 - f. The Contractor and subcontracted parties shall notify the Department and the Office of Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Subcontractor possess or control has

been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor or Subcontractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring and protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractor's or Subcontractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- g. Nothing in this section shall supersede in any manner Contractor's or Subcontractor's obligations pursuant to HIPAA or the provisions of this contract concerning the obligations of the contractor or Subcontractor.
 - h. Subcontracted agencies, as appropriate, shall disclose to the SHC Director, to the best of their knowledge, any claims involving the Subcontractor that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
 - i. The Subcontractor acknowledges and agrees that nothing in the contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any if its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.
8. The Subcontractor will collaborate with the SHC Director in the ongoing development and maintenance of a **School Health Center Manual** that outlines clinic policies, procedures and protocols, which are maintained on-site and available for inspection by the State personnel and Board.
- a. The manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. Clinical coverage in the event of: Staff absences, staff vacations, and staff vacancies
 - v. Consent for services
 - vi. Patient rights and responsibilities
 - vii. Emergency procedures
 - viii. Reportable disease process
 - ix. After hours policy
 - x. Child abuse reporting policy
 - xi. SCH staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures
 - xii. Quality Assurance
 - xiii. Complaint and incident review
 - xiv. Referral and follow-up system
 - xv. Cultural competency/sensitivity
 - xvi. Risk assessment screening, and
 - xvii. Staff clinical background checks
9. The Subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV/AIDS projects, Adolescent Pregnancy/Young Parents Program and the Healthy Start Program.

10. The Subcontractor will provide a written plan for back-up medical and mental health services to students during times when the School Health Clinic is not in operation.
11. The Subcontractor assures the School Health Clinic(s) shall operate in accordance with the Public Health Code, section 19-13 D45 through D53, "Licensing Outpatient Clinics Operated by Corporations or Municipalities," or in accordance with the General Statutes of Connecticut, Section 19a-493. A copy of each Clinics Outpatient License and a copy of each staff member's license and resume must be submitted to the SHC Director **prior** to opening in the fall.
12. The Subcontractor assures the School Health Center(s) will comply with all quality assurance, Department of Public Health and Hospital Accreditation standards for Satellite Sites, data gathering and reporting requirements, as required by the State and Board, as specified in this contract.
13. The Subcontractor and its personnel will collaborate with school administration and comply with all SHC policy and procedures, as indicated in the SHC manual, and all school policies and procedures applicable to staff working in the school, including safety, evacuation, codes, communication with staff, managing students, etc.
14. Title to equipment purchased with funding from the Department of Public Health shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

G. Insurance

The Subcontractor agrees that each healthcare provider will be covered, at such healthcare personnel or Subcontractor's expense, by policies of professional liability insurance coverage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. In addition, and subject to the same terms and conditions, each procedure for obtaining such access as set forth in 42 CFRv420.304 shall be followed.

If either party carries out any of the duties of this Contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, with a related organization (as that term is defined with regard to a provider in 42 C.F.R. Section 405.427 (b), such subcontract, that related organization, upon written request, shall make available to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and record of such organization that are necessary to verify the nature of extent of such costs.

To the extent that this provision varies from any provision required by final regulation issued under authority of 42 United States Code 1395x(v)(1)(1), the provisions said regulations, 42 C.F.R. Part 410, shall be deemed by the parties to supersede this provision and be made a part hereof by reference.

Liability Insurance

The Subcontractor will provide Liability Insurance for staff at an appropriate level set forth in this Contract.

H. Non-Discriminatory Clause

The Subcontractor and its personnel will provide the best possible care to all patients as assigned to him/her without regard to a patient's ability to pay and without regard to the patient's race, color, national origin, sex, age, religions, ancestry, marital status, sexual orientation, place of residence, health status, area of residence, diagnosis, handicap, or any other status prohibited by applicable statute or regulation; and

The Subcontractor will accept payments from the Board as payment in full for services rendered pursuant to this Contract. The Contractor shall have no recourse against patients or their families for non-payment of services by the Board.

SECTION #7: APPROVED SHC FORMS/MATERIALS - DATA COLLECTION -QUALITY ASSURANCE/REPORTS

A. Board Approved Forms & Materials

1. The Subcontractor and its personnel will use only NHPS issued required forms and promotional materials that are distributed to students, staff and families including but not limited to: permission, release and reporting forms, SHC service brochures, and data collection tools . All SHC promotional and/or informational materials that are generated by Contractors for students, parents and staff must be approved by the SHC Director prior to distributing to sites.
2. In cases where customized forms or changes to any existing NHPS forms/materials are indicated, they must be approved by the SHC Director in writing in advance of implementation.

The following NHPS issued forms/materials are required for uniform use across all SHCs and/or agencies: *Forms Attached in Appendix B*

- a. SHC Visit Encounter forms (Medical, Mental Health, Non-Clinical)
- b. Parent Permission forms
- c. Release of Information Forms
- d. Student, Parent and Staff Satisfaction Surveys
- e. Financial reporting forms-per DPH
- f. Billing Revenue Request Form
- g. Quality Improvement Plan form
- h. Trimester Activity Reports-DPH
- i. Advisory Meeting Minutes/Members Forms
- j. Non-DPH Reporting Forms
- k. NHPS SHC Brochures and other promotional materials
- l. SHC Signage, posters
- m. Staffing Forms

B. Data Collection:

1. SHC staff (Office Managers) will enter all required data from NHPS encounter forms into the NHPS data management system (Health X) and will provide required statistical and programmatic information for all required reports as requested from the SHC Director using DPH and/or NHPS report templates/formats.

C. Quality Assurance

1. The Subcontractor shall incorporate systems of quality assessment, and a quality improvement plan that focuses on provider responsibilities for improving care processes and outcomes that address a full range of activities, including but not limited to:
 - a. Management of clinical conditions
 - b. Documentation of progress toward selected objectives/measures
 - c. Documentation of care
 - d. Documentation of student progress toward improved health and educational outcomes (HealthX-designated diagnoses)
 - e. Patient satisfaction
 - f. Patient knowledge, and
 - g. Changes in patient behaviors
 - h. The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made (DPH). The Contractor shall provide for an annual financial audit acceptable to the agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with state single audit standards as applicable.
 - i. The Contractor shall make all of its and the Subcontracted Parties' records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the

Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. The State may request an audit or inspection at any time during the contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor and subcontractor shall cooperate fully with the State and its agents in connection with an audit or inspection.

- j. For purposes of this subsection, as it relates to State grants, the word "contractor" shall be read to mean "nonstate entity" as that term is defined in C.G.S 4-230.

D. District and School Health Center Advisory Committees and School Staff Meetings

1. District SHC Advisory Committee:

A Subcontractor designee will attend the District SHC Partner Advisory Committee meetings, which meet quarterly, to collectively assess the District SHC program, provide recommendations for improvement and address issues related to operations, program quality, services and impact.

2. SHC Staff Advisory Board:

Each SHC or District shall maintain an independent community-based SHC Advisory Board that must meet the following requirements:

- Meets a minimum of two (2) times per year;
- Minutes of these meetings shall be submitted to the SHC Director within fifteen (15) days of each meeting;
- The advisory board shall be involved in program planning and development, implementation and evaluation, review and approval of the SHC Quality Improvement Plan, review of utilization trends, and decisions about management, services and funding.

The membership of this Advisory Board shall consist of, at a minimum, representatives from the following:

- at least 1 staff representative from each SHC site
- one parent of a student enrolled in a SHC,
- individuals in the community involved with health issues,
- social service providers from school or community,
- school faculty or administrators

3. Regular SHC Staff Meetings by Role

All SHC staff may meet at least bi-monthly by clinical specialty or role to review and share common issues, programs and successes and to prioritize items needing input from the SHC Director for the semi-annual "all-staff meetings".

4. District-wide All-Staff Meetings:

A minimum of two mandatory "all-staff" meetings for all SHC staff will be scheduled with the SHC Director to address issues related to programmatic, training needs, and /or reporting.

5. District Wellness Committee-Monthly meetings

Subcontractor agency will designate at least one SHC staff representative (per agency) to serve on the District Wellness Committee and attend monthly meetings (September-May).

E. REPORTS-Quality Improvement-Report Cards (RBAs)

1. The 3 Quality Improvement Measures selected by each site/agency from the outcome measures table (per DPH contract) will be tracked through the year, and the outcomes will be used for the Results Based Accountability (RBA) Report Cards for DPH funded sites.

The Contractor will submit annual report cards specific to medical and mental health services provided, in an electronic format required by the Department and inclusive of each funded SHC reflecting: Identified SHC

- a. the number of clients enrolled
- b. the number of clients who have had at least one visit
- c. type of insurance utilized to support provided care
- d. overall client and/or parent satisfaction with SHC services
- e. data on the outcome measures for Outcome #1 and at least two other Outcomes detailed within the following school health center outcome measures table.
- f. Each subcontracted agency will prepare and submit one Medical RBA that reflects data from their funded sites and one mental health RBA which reflects data from their funded sites.

School Health Centers Outcomes and Measures

The Subcontractor shall achieve Outcome #1 and two additional outcomes from this table for each of its funded SHC site and submitted by each agency.

OUTCOMES	MEASURES
1. Improve access to and utilization of primary and preventive health care and other essential public health services.	<ul style="list-style-type: none"> a. There will be at least 65% of the school's Client population enrolled in the SBHC. Enrolled means that a signed parent consent form for the Client is on file. b. At least 50% of Clients enrolled in the SBHC will receive one or more visits. c. At least 80% of the Client population will receive an outreach contact regarding services available at the SBHC (through distribution of literature, invitation to an open house or event, participation in an educational forum, social media, or other contact).
2. Reduce the occurrence of preventable disease among SBHC Clients.	<ul style="list-style-type: none"> a. Enrolled Clients will be immunized with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) that are required by the state of Connecticut. Annually the number of Clients who received immunizations and the percentage of Clients behind in recommended intervals for immunizations who are brought up to date will be reported to the Department. b. The percentage of Clients offered as well as the number who received Influenza Vaccine will be reported to the Department. c. The percentage of Clients who received influenza prevention teaching will be reported to the Department.

<p>3. SBHC Clients will utilize mental health services to improve their psychosocial functioning through assessment, intervention and referral.</p>	<ul style="list-style-type: none">a. 90% of school staff receive information about the mental health services offered through the SBHC.b. 85% of Clients identified with a mental health concern through risk assessment screening receive a mental health assessment administered by the SBHC mental health clinician or are referred for appropriate assessment.c. 50% of Clients receiving mental health services through the SBHC for at least three months of regular therapy demonstrate improved psychosocial functioning.d. 90% of Clients identified as having mental health needs that exceed the scope of services provided through the SBHC are referred to an outside mental health specialty service.
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<p>4. Reduce the severity and frequency of asthma symptoms among Clients with asthma who utilize the SBHC.</p>	<p>a. 80% of Clients with asthma have a written asthma action plan. b. 70% of Clients compliant with a written asthma action plan show improvement in symptoms as documented by a health care provider in the medical record. c. There is a 20% decrease in urgent visits (visits by Clients seen in School Based Health Clinic due to asthma symptoms) as assessed by clinician notes, Electronic Health Record, or Data Base. d. 90% of Clients with asthma have a documented flu vaccine. e. The number of Clients with asthma that report reduction in admissions to the Emergency Department during the school year is increased by 20%.</p>
<p>5. Reduce the proportion of SBHC Clients with obesity.</p>	<p>a. 90% of SBHC Clients of medical services have documentation of BMI in their record. b. 80% of SBHC Clients of medical services with a BMI > 85th percentile receive education and/or counseling about nutrition and physical activity, or are referred for education and/or counseling. c. 25% of SBHC Clients of medical services with a BMI > 95th percentile have a written plan to improve nutrition and increase physical activity and are offered follow-up on a regular basis. d. 50% of SBHC Clients who have a written plan to improve nutrition and increase physical activity and who receive follow up report that the plan was shared with their family, and/or report a positive lifestyle change (i.e. increased physical activity, improved nutrition, reduced "screen" time, elimination of sugary drinks in their diet).</p>
<p>6. Reduce the occurrence of STDs among Client SBHC Clients. (Reproductive Health – clients in grades 7-12)</p>	<p>a. 85% of sexually active Clients are screened for STDs.</p>

2. Satisfaction Surveys: Students, Parents and Staff:

- a. All SHCs must use the uniform NHPS student satisfaction survey and distribute/collect/summarize these surveys each year to students in grades 5-12 using the quantity guidelines below. Each site must enter their survey responses into the NHPS Survey Monkey tool by May 30th of 2019.
- b. The survey will include questions to ascertain satisfaction with the cultural competency of service provision. Results of the survey will indicate that at a minimum, **85% of clients/parents/guardians of Clients using the SHC are satisfied with services received.**
- c. Results of **staff surveys** will indicate that at a minimum, 85% of staff grade the site with an A or B, and /or at least 85% they rate their experience with the SHC staff as Good or Great.

The SHC Director and Subcontractors will collaboratively develop uniform NHPS satisfaction surveys for parents (grades K-8) which will eventually be used across all sites.

*If parent surveys are available before December, 2018: each SHC will distribute/collect/summarize before May 30th, 2019.

Quantity Guidelines for all Surveys:

1. For schools with up to 500 students: Collect at least 50 completed student surveys, 20 parent surveys and 20 staff surveys
2. For schools with more than 500 students: Collect at least 75 completed student surveys, 20 parent surveys and 25 staff surveys

The survey will include questions to ascertain satisfaction with the cultural competency of service provision. The Contractor will include strategies to address survey findings in the year end report.

SECTION #8 – REQUIRED PROGRAMMATIC REPORTS (All sites)

A. TRIMESTER ACTIVITY REPORTS: For *DPH & NHPS

The Subcontractor /staff shall complete and submit their site-specific Program Activity Reports (DPH and Non DPH) per DPH and SHC Director instruction, on official report forms provided, to the SHC Director following the schedule below:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2018
November through February	March 10, 2019
March through June	July 10, 2019

1. DPH & NHPS REQUIRED DATA –Trimester Reports

The Subcontractor will meet the State Department of Public Health requirements by collecting and documenting all required information for the DPH/NHPS Reports, including but limited to:

- a. Access/Enrollment documentation
- b. Utilization documentation
- c. Demographics of enrolled Students
- d. Disposition
- e. Provider Information (NP/SW visits)
- f. Insurance information
- g. Asthma Action Plan Status: An asthma action plan shall be put in place, or be confirmed to be in place for all clients with a diagnosis of Asthma who use the clinic for medical services. Data pertaining to an asthma action plan will be entered into an electronic format
- h. BMI medical visits (childhood obesity):) Body Mass Indexes (BMIs) shall be calculated and recorded for all clients at the time of any medical visit at a minimum, unless calculated and recorded within the previous 30 days. Data pertaining to BMI will be entered into an electronic format for reporting.
- i. Mental Health Screenings Status: The Contractor shall provide mental health screening with a formal tool approved by Board for all clients at the time a physical examination is performed, at a minimum
- j. Progress indicators for selected diagnoses per NHPS
- j Health Education Efforts

2. STATISTICAL DATA EXPORTED FROM EMRs: * DPH funded Sites:

Due end of the year (by July 10, 2019)

The Subcontractor will export data for all SHC visits (medical and mental health) at the end of the school year that includes, student ID, diagnoses, date, procedure codes, demographic, insurance, disposition, grade and

provider information by site from their Electronic Medical record system to Department of Public Health secure folder. DPH Contact: Johanna Davis. Johanna.davis@ct.gov

B. YEAR-END REPORT: The Subcontractor agrees to submit:

The final program, statistical and expenditure reports for each site, in the formats provided by Department of Public Health and/or NHPS, shall be submitted within thirty (30) days after the termination of this contract (July 10th) and shall be due no later than August 10, 2019.

Parts of Year End Report:

- a. **Completed Year end report for every site (using NHPS template)**
- b. **Annual Results Based Accountability Report Cards (RBA) by Agency for each DPH site : Outcomes Based on the 3 tracked outcome measures selected.**
 - Must include access and utilization measures and choice of 2 others from DPH Outcome Measures table in the format provided by DPH
 - Subcontractor will complete two RBA reports by agency for DPH funded sites. One for Medical and one for mental health objectives, and submit to CSH Director & DPH by August 1st, 2019, using the templates and graphs provided by DPH.
- c. **Satisfaction Survey Results entered into Survey Monkey: Due by May 30th 2019**
- c. **Data Export from EMRs for the school year**

SECTION 9- EXPENDITURE/SALARY DETAIL REPORTS & INVOICES: For DPH Funded Sites
REIMBURSEMENT REVENUE REPORTS- Required for ALL sites

A. The Subcontractor shall provide expenditure reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

FINANCIAL REPORTS/INVOICES: For DPH Funded Sites

The Contractor shall provide financial reports / invoices per DPH and SHC Director instructions using standard template/forms provided. The current reporting schedule is as follows:

REPORTING PERIOD	REPORTS DUE BY
July through October	November 10, 2018
November through February	March 10 2019
March through June	July 10, 2019

1. The Subcontractor will also submit a completed staff salary/rate and hourly Detail Report (use form provided by NHPS) with the DPH financial forms/invoices.

2. All Subcontractors billing for SHC services at any site will submit the following per the schedule above to the SHC Director:

- a. Billing Revenue Report by SHC site
 - b. A report describing how the revenue is supporting the SHC sites
- * Any expenditures with either DPH funds or revenue generated from billing, must be used to maintain, enhance or expand SHC services.

SECTION 10: COMPENSATION & THIRD PARTY BILLING REVENUE

A. As compensation for all services rendered pursuant to this Contract, the Board agrees to pay a fee at a rate specified or in accordance with the formula and amount set forth in this Contract. This Contract will

remain in effect from July 1st through June 30 of the service year, as stipulated in this Contract, unless terminated sooner in accordance with the terms hereof, whichever comes first.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract.

If incorrect or incomplete expenditure reports and data reports are submitted, the Subcontractor will have ten (10) business days to submit a corrected report. Board and Subcontractor will work collaboratively to resolve the matter.

In the event that data reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment or, reduce the amount of the payment, or, in the case of non-compliance with requirements set forth in this Contract, to reduce the amount of payments based on the Subcontractor's non-conformance with reporting requirements.

B. Third Party Billing Revenue

All subcontractors staffing any SHC must attempt to bill at least Medicaid, and attempt to contract with private insurance companies for all eligible services and maximize reimbursement possibilities.

A goal for the NHPS this year is to explore and secure reliable revenue stream options to ensure equitable support, sustainability and/or expansion of SHC services and support for other evidence based school health initiatives across schools that promote NHPS goals.

1. Medicaid and Private Insurance

The Subcontractor will bill Medicaid and private insurance for all eligible services in accordance with Subcontractor's policies;

2. All third-party reimbursements must be used to support and/or expand the SHC program operations. Reports will be provided to the Board, upon request and through trimester reports, about how all revenue from billing reimbursements is supporting and/or expanding the SHC Program;

4. If billing is not being maximized currently in accordance with Subcontractor billing policies and procedures, the Subcontractor must develop a plan with the SHC Director by September 15th, 2018 about how billing will be maximized, with a timeline;

5. The Subcontractor will submit a billing revenue expenditure report for all SHC services using the NHPS template provided with the Financial Reports/invoices following the same trimester schedule;

6. The SHC Director will evaluate the billing performance each trimester and review at least annually with the Subcontractor to determine billing and license arrangements for the following year that will best support the entire SHC program;

2. Revenue Generated from SHC Billing/Reimbursement : To ensure compliance with the DPH contract requirement "*The Contractor shall use revenues generated from reimbursement from billed services to maintain, enhance and expand(SHC) services*" in a collaborative and transparent manner, Contractors will:

1. *Work together with NHPS to increase diverse and reliable sources of revenue to maintain, enhance and expand SHC services in an equitable manner as part of our SHC Partner Advisory Committee work;*

2. *Complete Billing Revenue Expenditure reports on a trimester basis that documents where and the amount of reimbursement revenue from any SHC billing are being spent in any of the acceptable areas listed below;*

3. *Work with NHPS to evaluate cost effectiveness and efficiency of both billing practices and of operating SHCs across agencies*

Acceptable Areas for Reimbursement Revenue

1. SHC salaries and benefits

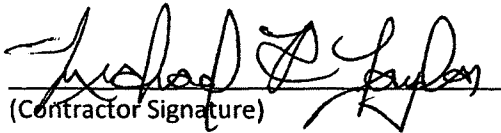
2. SHC equipment, furniture, supplies

3. Partial program-related administrative services (billing, supervisory)

4. Approved expansion of hours/services at SHC sites

The Board may cancel this contract 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 Contract through the last day of thirty (30) day notice period.

Signatures authorizing execution of this Agreement:


(Contractor Signature)


Michael R. TAYLOR, Chief Executive Officer

CORNER SCOTT-HILL HEALTH CORPORATION

Contractor Name Printed or Typed

05/15/2018
Date

06-0870990
Federal I. D.


Darrell Goldson, President
Board of Education

6/25/18
Date



Toni Harp
Mayor

CITY OF NEW HAVEN
DEPARTMENT OF ASSESSMENT
165 Church Street
New Haven, CT 06510
Phone: (203) 946-4800
Fax: (203) 946-7122
Email: assessor@newhavenct.net

Alexzander Pullen
Acting City Assessor



John Alexa
Assistant Assessor

Thursday, February 01, 2018

Attn: CORNELL SCOTT-HILL HEALTH CORP

RE: 2017 Tax Exempt Organization Application and Quadrennial Renewal Report

This office has carefully reviewed your application and supporting documentation to determine eligibility under Connecticut General Statutes §12-81 (inclusive) and §12-88 for exemption status.

In accordance with Connecticut General Statutes, we inform you that your application has been approved for the Real Property at the following location(s):

Map Block Parcel	Street Number	Street Name
277 0114 00700	232	CEDAR ST
277 0114 00800	149	MINOR ST
294 0345 01500	230	DIXWELL AV
301 0095 01400	20	WHITE ST
301 0095 01600	395	COLUMBUS AV
301 0096 02700	373	COLUMBUS AV
301 0096 02800	379	COLUMBUS AV
301 0096 02900	393	COLUMBUS AV
302 0072 01900	95	WEST ST
302 0072 02000	97	WEST ST
302 0072 02100	99	WEST ST
302 0072 02200	101	WEST ST
302 0072 02400	103	WEST ST
302 0072 02600	400	COLUMBUS AV
303 0071 03300	476	COLUMBUS AV

The exemption has be granted on the condition that the property is used for your organization's stated purpose, pursuant to Connecticut General Statutes §12-81 (inclusive). Any change in use that is not covered under Connecticut General Statutes §12-81 (inclusive) will result in the removal of the exemption.

Any property acquired after the 2017 Grand List must be filled on a Supplemental Tax Exempt Report in order to be granted exempt status per Connecticut General Statutes §12-87.

Alexzander Pullen, CCMA II, MBA
Acting City Assessor



New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: NHPS Finance and Operations Committee
From: Lincoln Bassett Community School
Re: Creative Leadership Solutions (Doug Reeves)
Meeting Date: February 4th, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and Creative Leadership Solutions to provide Doug Reeves for six professional development sight visits with continual phone conference support for the fiscal school year and travel for Doug Reeves.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$42,900 total, 6 sessions at \$7,150 each with sustained supports with travel of Doug Reeves.

Funding Source: School Improvement Grant (SIG); 2531 - 6295 -56694-0020

Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals: Yes, Utilizing the crucial elements of effective leadership-purpose, trust, focus, leverage, feedback, change, data teams and sustainability-education leaders can overcome the many challenges they face in their profession and learn the skills and characteristics they need to succeed. Along with his book which, synthesizes research from 21st century sources and confronts prevalent leadership myths, while offering guidance on best leadership practices.
2. What **specific need** will this contractor address? Sustainability of the data team process and best practices with effective feedback with professional development.
3. **Contractor selection:** RFP through research based supported professional development.
4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**). Published author of Text; Leading to Succeeding. Where we will be learning to utilize the crucial elements of effective leadership-purpose, trust, focus, leverage, feedback, change, and sustainability-education leaders can overcome the many challenges they face in their profession and learn the skills and characteristics they need to succeed.
5. Is this a **new or continuation service**? **If a continuation service:** a) has cost increased? If yes, by how much? b) What would an alternative contractor cost? Continuation of service; a) cost has remained the same b) specialized contractor (published author or book framework we are using

6. **Evidence of Effectiveness:** How will the contractor's performance be evaluated? **If a continuation service, attach** a copy of previous evaluations or archival data demonstrating effectiveness: Feedback survey along with teachers understanding of data teams.
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? No, these services are specific to Doug Reeves and the book he has written.
8. Why do you believe this agreement is **fiscally sound**?

The professional development which teachers will receive will be sustainable data teams and best practices which will continue to be developed to benefit teaching practices. Other benefits include; teachers will learn about the seven elements of leadership and why they are important to building trust between colleagues. Study the best research available on leadership, coming from diverse research methods and perspectives. Explore a model for reflecting on, self-assessing, and synthesizing leadership experiences and research on effective leadership.

AGREEMENT

**By And Between
The New Haven Board of Education
AND**

[Creative Leadership Solutions]

FOR DEPARTMENT/PROGRAM:

[Lincoln Bassett Community School]

This Agreement entered into on the 11th day of February, 2019 effective (no sooner than the day after Board of Education Approval), the 11th day of February, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Creative Leadership Solutions located at 100 Beacon Street Boston, MA 02116 (herein referred to as the “Contractor”).

SCOPE OF SERVICE: Creative Leadership Solutions agrees to provide a speaker, Douglas Reeves (“Associate”), to disseminate information to the leadership team, and staff on topics from Leading to Succeeding. These sessions are a continuation from the fall sessions where we dug deeper into creating a data team process which helps drive instruction. Doug Reeves will provide 6 full day on site sessions with continued supports and travel. Doug will meet with leadership and staff focused on informative data team practices to drive instruction for 2 full day sessions. The 3rd, 4th sessions will include classroom walk through with feedback for sustainable positive change around using data to drive instruction. The 5th and 6th session will cycle back to the data team process using classroom walk-throughs and offer professional development around data driven instruction. He will work closely with teachers and leadership to help use data to drive instruction and engagement.

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$7,150 per day(s)** for up to a maximum of **6 day(s)**. The maximum amount the contractor shall be paid under this agreement: Forty Two Thousand Nine Hundred dollars (\$42,900). 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 School Improvement Grant (SIG) Program of the New Haven Board of Education, **Account Number:** 2531 - 6295 - 56694-0020

This agreement shall remain in effect from January 28th 2019 to March 29th 2019.

APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Lauren Kruczkowski
Contractor Signature

President
New Haven Board of Education

1-8-19
Date

Date

Lauren Kruczkowski
Director of Operations
Contractor Printed Name & Title

Revised: 7/17



Creative Leadership Solutions Douglas Reeves, Ph.D.

Dr. Douglas Reeves is the founder of Creative Leadership Solutions, an international professional development organization. He has worked with educational organizations throughout the world. The author of more than 30 books and more than 100 articles on leadership and organizational effectiveness, he has twice been named to the Harvard University Distinguished Authors Series and was named the Brock International Laureate for his contributions to education. Dr. Reeves received both the Distinguished Service Award from the National Association of Secondary School Principals and the Parent's Choice Award for his writing for children and parents. His career of work in professional learning led to the Contribution to the Field Award from the National Staff Development Council. His most recent books include *From Leading to Succeeding* and *Elements of Grading (2nd edition)*, both published by Solution Tree Press. Doug's research, articles, and videos are available as free downloads at CreativeLeadership.net.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Dolores Garcia-Blocker
Date: January 22, 2019
Re: Contract with GSP to support District CTE Efforts using Perkins Funds
Proposed Meeting Date: February 4, 2019

Executive Summary/ Statement: Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and Great Schools Partnership, Inc. (GSP) to provide professional development with CTE staff in six New Haven high schools. GSP staff will meet with CTE teachers individually and collectively to review curriculum, standards, and assessments; align course pathways; conduct classroom observations; debrief and offer feedback on these observations with individual teachers; and meet with district and site leadership.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$72,890.00 (59 days at \$1,210/day plus \$1500 for iWalkthrough for a total of \$72,890.00)

Funding Source & Account #: Federally funded through the district Perkins Grant

- 2508-900-5080-56901-0000: \$70,000.00
- 2508-900-5080-50136-0000: \$2,890.00

Key Questions:

1. **Please describe how this service is strategically aligned with school or District goals.**
The district remains committed to providing a variety of learning pathways for all students including our Career and Technical Education programs located at six different high schools. Unfortunately, spread across six sites, these programs have become less aligned with each other and less aligned with the programs of their hosting schools. Working with both CTE program standards and New Haven graduation competencies, this service will align work across the district, establish equity of expectations, and enable students to demonstrate graduation expectations through multiple pathways.
2. **What specific need will this contractor address?**
The Great Schools Partnership have both a state and national reputation for providing support to develop aligned pathways across districts. GSP's knowledge of CT statutory responsibilities and past efforts in New Haven to develop personalized, mastery-based learning will enable the work with teachers to build upon past efforts taking into consideration the context in both New Haven as a district and each site as a unique school. The contractor will be meeting with CTE staff to introduce them to mastery-based learning, create CTE graduation standards and performance indicators, support assessment development to measure student growth, and conduct classroom observations and provide feedback to teachers. GSP staff will work closely not only with our CTE teachers, but also with program, school, and district leadership to ensure proper support and alignment are in place.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:
A request for proposal (RFP) was sent to ACES, Connecticut Association of Schools (CAS), and Great Schools Partnership (GSP). Both ACES and GSP responded to the RFP with a scope of services with the following quotes:
 - a. ACES - \$98,571.06
 - b. GSP - \$72,890.00

4. **What specific skill set does this contractor bring to the project?**
GSP has worked with CTE programs in five New England states enabling them to understand a variety of CTE programs and the context of CT. GSP staff have created numerous resources and process tools that are readily available to New Haven educators involved in this work. GSP staff have great skill in training teachers, facilitating open meetings, identifying areas of need for improvement, creating implementation plans, monitoring and overseeing activities, and strategically planning sustainability of efforts. GSP is nationally and state recognized as supporting mastery implementation having come highly recommended by the CT Department of Education as an obvious choice for New Haven with this Perkins grant.

5. **Is this a new or continuation service?**
This is a new service although GSP is very familiar with New Haven having helped us for several years in several high schools. GSP has not prior to this worked specifically with our CTE programs.

6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**
The GSP lead point of contact will be David J. Ruff, executive director. David will meet regularly with Dolores Garcia-Blocker to review work and gather feedback from her regarding progress of these efforts. In addition, all large groups gatherings with NH CTE staff will have a follow-up evaluation form to solicit feedback from participants. This feedback will be used by GSP to hone and refine ongoing work with through slight changes in direction or changes in delivery of services. This feedback will be available to NHPS as desired. Finally, success will also be based on successful delivery of all contract deliverables.

7. **If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?**
There are two reasons why we need to turn to external contractors for this work. First, aligning CTE expectations with overall graduation competencies and accurately assessing student achievement within these programs is new work for New Haven. Neither our staff in schools nor our district staff supporting our CTE programs have done this work before. GSP not only understands this work, but as evidenced in past experiences with NHPS, GSP is committed to building the internal capacity of teachers, building leadership, and district leadership that will enable NHPS employees to own and lead this work deeper in following years. Second, again as new work, we do not have the time internally to facilitate the various gatherings of CTE educators outlined in these activities.

8. **Why do you believe this agreement is fiscally sound?**
Our past experience with GSP staff have demonstrated the positive impact of their work. In comparisons with other nationally recognized experts, GSP falls at the lower end of daily support costs on a national scale. Further, while national, GSP is located in New England which reduces travel costs.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations
Committee
From: Dr. Dolores Garcia-Blocker
Date: January 22, 2019
Re: Contract with GSP Vendor Selection
Proposed Meeting Date: February 4, 2019

The purpose of this memo is to outline the process used to select the vendor. On Monday, January 4, the following information was sent – via email – to the following vendors:

1. Area Cooperative Educational Services (ACES)
2. Connecticut Association of Schools (CAS)
3. Great Schools Partnership (GSP)

Good Afternoon,

*I oversee the Career Technical Education teachers and program in New Haven Public Schools (NHPS). We have a federal Perkins Grant to support much of that work in our district. A major focus of our grant this year is the – much needed – professional learning of our teachers to ensure that our students graduate college & career ready. At the moment, there is no technical skills attainment assessment that is given to students. That former **Concentrator Exam** has been eliminated. While the federal government works to determine an appropriate metric to assess the technical skills attainment of students, local school districts are left to develop their own tools and assessments in the interim.*

I am seeking a contractor to provide professional development services to our sixty-five (65) teachers in all career pathways across six (6) schools to help them develop common formative and project based assessments that will provide them with data needed to assess their students' attainment of key technical skills in each of the career pathways. Minimally, you will be expected to do the following as part of your work in the district:

- *Meet with teachers in their schools individually and small groups*
- *Meet with teachers as a district-wide department*
- *Observe teaching and learning*
- *Work with the content standards for each pathway to determine exit criteria*
- *Lead the creation of assessments*
- *Provide teachers and administrators with ongoing feedback*

*The contract for services is for February 2019 through June 2019. The NHPS contract process requires me to seek three (3) different quotes. I am seeking a quote from you for how much you would charge NHPS for this service. Our contracts department requires that the quote clearly state your hourly, per day, or per session cost of service. Please submit a brief summary of your proposed service along with a quote by **Friday, January 11.***

If you have any questions, please feel free to contact me, by email is the best.

On January 11, I received proposals from ACES (\$98,571.06) and GSP (\$72,890.00). After a review of both proposals, their content, and cost, I selected the GSP proposal.

Please let me know if further information is needed.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Great Schools Partnership, Inc.

FOR DEPARTMENT/PROGRAM:
College and Career Pathways Department/Career Technical Education Program

This Agreement entered into on the 5th day of February, 2019, effective (*no sooner than the day after Board of Education Approval*), and the 11th day of February, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Great Schools Partnership located at, 482 Congress Street, Suite 500, Portland, Maine (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,210.00 per day, for a total of 59 days, hours or sessions, plus \$1500 in total for an annual subscription to iWalkthrough for each CTE program at each school.

The maximum amount the contractor shall be paid under this agreement: \$72,890.00. 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 Perkins Grant, which supports the Career Technical Education Program** of the New Haven Board of Education, **Account Number:**

- **2508-900-5080-56901-0000: \$70,000.00**
- **2508-900-5080-50136-0000: \$2,890.00**

This agreement shall remain in effect from February 11, 2019 to June 30, 2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*

SPECIFICATIONS OF WORK TO BE PERFORMED:

59 days (on and off site) of district/school coaching

Great Schools Partnership (GSP) will work collaboratively with CTE staff in each school to:

- 1) Clarify the proposed CTE pathways

Currently, there are multiple courses offered within each CTE program at each school. In some cases, there is a planned sequence of courses while in others, the sequence of courses is largely determined by enrollment patterns. GSP will meet with teachers for each of these courses to review, refine and identify

(a) the CTE exit criteria assigned to this course in line with the CTE certification; (b) district graduation competencies and performance indicators that can be integrated into the course and which students may capture evidence to demonstrate achievement; and (c) sample scoring criteria for CTE exit criteria. Then, overall, the courses will be aligned to ensure both a smooth learning pathway for students and coverage and achievement of all relevant learning standards.

This work will build upon the notion of learning and assessment pathways to emphasize evidence gathered through a variety of assessment activities. In this way, some of the graduation standards in English could very well be demonstrated by students engaged in a sequence of business courses. This model is shown in the graphic to the right.

Each course will also go through a common curriculum development cycle, although we will shift various steps and components to align with the context in each school and each CTE program. In general, we will follow the process shown to the left. This is a common process that has been used by both CTE programs and content area high school programs. By using this process, we increase the likelihood of aligning the student learning experience where students are taking both CTE courses and other high school courses.

2) Deepen quality instructional practice in CTE classrooms

GSP will work both across classrooms through various joint professional development opportunities and individually with classroom observations and follow up conversations. The CIA days will be used to bring all CTE teachers together for professional learning and planning. These days will use a combination of fully mixed learning opportunities and specific program area learning opportunities. The foundation for this work will be the Elements of Effective Instruction resource developed by GSP. This tool provides a small number of high impact instructional strategies that will be used to shape teacher practice, provide feedback, and set learning targets for implementation.

3) Conduct classroom observations with ensuing feedback for the CTE teachers

GSP staff will conduct classroom walkthroughs with all participating CTE staff. GSP will identify patterns of strengths and areas of concern across these observations in order to provide joint professional learning opportunities. None of the data from these observations will be used in any ways as part of any formal teacher evaluation process.

4) Support each CTE teacher to identify a subset of key CTE exit criteria and create aligned scoring criteria and accompanying assessment

With limited teacher time available, it is not possible for New Haven CTE teachers to create high quality assessments for every CTE exit criteria in the late winter and spring of this school year. Recognizing a need to move forward with assessment development to measure student learning, GSP will work with teachers in each program to identify a set of key CTE exit criteria and create aligned scoring criteria and an assessment task that can be used to measure achievement. Each pathway will have at least one aligned assessment.

5) Provide thought-partnership support for district program leadership, site CTE leadership, and host school leadership.

These three will look a bit different. With district CTE leadership, the work will encompass overall improvement and strategies as determined by the district leadership. With the site CTE leadership, it will be more logistical in nature to ensure achievement of grant expectations. With the host school leadership, we will focus on ensuring understanding and alignment with other various activities

GSP will assist New Haven CTE teachers to deliver:

- 1) written coordinated pathways of courses for each CTE program at each school;
- 2) documentation that outlines the integration of the New Haven graduation competencies, performance indicators and use of the scoring criteria as appropriate in each pathway and, in addition, the identification of industry certification standards into the course standards as appropriate;
- 3) training pertaining to the use of elements of effective instruction; and
- 4) at least one assessment for each pathway.

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

1. Clarifying the proposed CTE pathways

GSP staff will facilitate a full participant day-long session on the CIA day on March 11. At least three GSP staff will support this day event. Prior to this day, GSP staff will reach out to a work with CTE staff to identify current standards in use in their programs and bring these materials to this day. At this event (with document clean up afterwards), New Haven CTE teachers and GSP staff will (a) identify exit criteria for each course and program, and (b) determine overlaps with district graduation competencies and performance indicators.

Unit Cost: \$12,100

2. Deepen quality instructional practice in CTE classrooms

GSP staff will facilitate a full participant day-long session on the CIA day on May 20. At least three GSP staff will support this day event focusing on Elements of Effective Instruction and CTE instructional strategies.

Unit Cost: \$10,890

3. Conduct classroom observations with ensuing feedback for the CTE teachers

Using *iWalkthrough*, GSP staff will spend at least a day in each high school site conducting classroom observations. These visits will total at least 200 individual observations across the district. The aggregate data will be shared with the district, program leaders, and teachers.

Unit Cost: \$9,680 in staff plus \$1,500 for iWalkthrough for \$11,180

4. Support CTE teachers to identify a subset of key CTE exit criteria and create aligned scoring criteria and accompanying assessment

GSP staff will meet with CTE teachers from 1 – 2 programs for 1 or 2 days for each set of teachers to identify a subset of key CTE exit criteria, developing aligned scoring criteria, and create a draft assessment to measure these scoring criteria. As timing for teachers in the year

allows, GSP will also consult with teachers on implementing these assessments in teachers' classrooms.

Unit Cost: \$32,670

5. Provide thought-partnership support for district program leadership, site CTE leadership, and host school leadership

GSP staff will work with program, school, and district leadership as thought-partners on this work.

Unit Cost: \$6,050

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' 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: 10/2/18



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

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Saint Francis and Saint Rose of Lima PreK AMENDMENT #: 1

GRANT # if applicable: 16274-2019-83014-170002 AGREEMENT #: 95384043

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Child Day Care DATE: 2/11/19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2523-900-5384-56697

ORIGINAL AMOUNT OF AGREEMENT: \$ 776,388.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 776,388.00

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 323,492.10

INCREASE OR X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 00.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: The Provider will no longer manage the Saint Francis and Saint Rose of Lima School Readiness PreK program, effective February 4, 2019. As agreed upon by all parties (the Provider, Catholic Charities, Our Lady of Guadalupe Parish Corporation and the New Haven Early Childhood Council) Catholic Charities will assume all responsibilities for the 87 full day School Readiness spaces at 423 Ferry Street. The program will now be referred to as the Saint Francis and Saint Rose of Lima Child Development Center. The Catholic Charities agreement will be amended to reflect the transfer of the \$323,492.10 from St Francis to Catholic Charities.

The amendment reflects the per child School Readiness rate of \$8,924 prorated for 5 months (\$3,718.30 x 87 = \$323,492.10)

This amendment is in effect from February 4 to June 30, 2019.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Reverend F. Turner 1/16/19
Reverend F. Turner (Date)

Temp Admin
Pastor, Saint Francis and Saint Rose of Lima School
(Title)

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, President (Date)

Handwritten initials

**NEW HAVEN SCHOOL READINESS AGREEMENT
BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND AGREEMENT NO. 95384043**

Saint Francis and Saint Rose of Lima PreK

The New Haven Board of Education ("Board") and Saint Francis Saint Rose of Lima PreK of 423 Ferry Street, New Haven, CT 06513 (hereinafter "Provider") desire to enter into an Agreement ("Agreement") to provide school readiness and child day care services for three and four year-old children residing in New Haven, under the provisions of Connecticut General Statutes §§10-160 through and including 10-16r, as amended.

Effective Dates

This agreement shall be in effect from July 1 2018 to June 30, 2019. The Board has the right to terminate this agreement at any time upon providing fifteen (15) days written notice.

Funding

Pending Receipt of Award
School Readiness and Child Day Care Grant
2523-900-5384-56697

The Board's funding of the School Readiness and Child Day Care programs is expressly conditioned upon its receipt of funding from the State of Connecticut ("State") for this program. Notwithstanding provisions to the contrary, if funds are not made available by the State, the Board has the right to terminate this agreement immediately by giving written notice to the Provider that the State has not funded the program. In such event, the Board will not be obligated to make any payments to any member of the Provider staff, or to the Provider agency, or families receiving services, for any amount exceeding the funds made available to it for purposes of the program and services described herein and the Provider agrees that neither it nor its agents or assigns will file claims for damages against the Board attributable to any loss of funding.

The Board will provide funding to Provider in an amount not to exceed \$776,388.00 for provision of the following:

<u>87.</u> TOTAL	“Spaces” for full day/full year services to be paid at the rate not to exceed \$8,924 per child, per year, or \$743.66 per month for prorated slots, for a total not to exceed <u>\$ 776,388.00</u>
---------------------	--

The Provider will be reimbursed on the basis of the number of spaces, which are reported to be filled on the Priority School Readiness Monthly Report.

The Board will not honor a request for payment from the Provider for a cost that is not considered an eligible expense as defined by the Grant, for an amount deemed by the Board to be unreasonable or unnecessary, an account that exceeds the total amount to be provided hereunder, an amount that is unsupported by proper and sufficient documentation, any sum not incurred during the term of this agreement, is in violation of any applicable statute or regulation, or is improperly submitted under the terms of this agreement.

The Provider agrees to adhere to the New Haven Early Childhood Council's Policies and Procedures as well as the State School Readiness General Policies and Program Operations.

Description of Services

The Provider agrees to abide by the description of services articulated in the local application for funding submitted to the New Haven Early Childhood Council. Consistent with criteria outlined in Connecticut General Statutes §§10-160 through and including 10-16r, as amended, and additional criteria outlined by the Council, the Provider agrees to:

- 1) Fulfill the following:
 - Develop a plan for collaboration
 - Encourage parent involvement, education and outreach
 - Provide information about and referrals to health services
 - Provide information about nutrition services
 - Encourage family literacy
 - Provide open access to all New Haven children and families
 - Plan for transition to kindergarten
 - Provide professional development for staff
 - Follow the School Readiness sliding fee scale
 - Conduct an annual evaluation of program effectiveness
- 2) Include children with disabilities to the greatest extent possible by providing adaptations and accommodations, as required by Federal and State law, to ensure their participation with peers without disabilities.
- 3) Serve a minimum of 75% of School Readiness funded families who meet the income criteria of being at or below 75% of the State median income.
- 4) Meet required quality standards for participation. The Provider will develop and implement a plan and timeline to become accredited by the National Academy of Early Childhood Programs of the National Association for the Education of Young Children (NAEYC) within 3 years of initial receipt of School Readiness funds or meet Head Start Performance Standards; and, to maintain NAEYC accreditation or Head Start compliance.
- 5) Meet the State OEC required staffing standard by June 30, 2020 (CGS Sec 10-16p) which requires a minimum of 50% of classrooms lead by teachers with a Bachelor's Degree in Early Childhood or related field or, certification pursuant to section 10-145b with an endorsement in early childhood education or early childhood special education and, 50% of classrooms lead by teachers with an Associates Degree in Early Childhood Education or related field. By July 1, 2023, all lead teachers must meet the Bachelor's Degree requirements stated above.
- 6) Provide a non sectarian program.
- 7) Assist all families who may be eligible for Care4Kids in applying for the program.
- 8) Comply with all applicable federal and state laws, regulations regarding student and family records, reports, confidentiality and referral requirements.

Provision Against Assignment

The Provider may not at any time assign any responsibilities of this contract to any other person, persons, or agency without prior written approval of the Board.

Record Keeping and Access

The Provider shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices that sufficiently and properly document all direct and indirect costs incurred.

The records shall be available during the hours of the Provider's program operation and at all other reasonable times for monitoring, inspection, review or audit by employees or agents of the Board and/or the supervising state

agencies. The Provider shall retain all records concerning this contract for a period of seven (7) years after completion and submission of the Provider's annual financial audit to the Board. A copy of the annual audit will be submitted to the New Haven Public School Finance Department by December 15th of the effective year of this Agreement for the previous fiscal year.

The Board reserves the right to conduct unannounced visits to funded sites to confirm reported data.

Reporting Requirements

The Provider will submit timely, complete and accurate monthly reports in the format required by the New Haven Early Childhood Council. The monthly reports shall include, but not be limited to, the following:

- Priority School Readiness Monthly Report;
- Site Data Report;
- Monthly Withdrawal Report
- Monthly Financial Expenditure Report;
- Monthly verification of the program information in the CT Registry
- Monthly verification of information in the Early Childhood Information System
- Accounting for collection and use of parent fees and Care for Kids funds consistent with the terms of this Agreement;
- Licensing and accreditation status report; and
- Other information as requested by the Board or the Early Childhood Council.

Any reports, publications, news releases or other public statements applicable to the School Readiness and Child Day Care Grant program shall contain notice that the program is funded through the State School Readiness Initiative and copies of all documents relating to the program shall be sent to the School Readiness Office.

Complaints

Whenever any complaint is filed with any state, federal or local agency concerning an alleged act of commission or omission at the program site, the Provider must notify the Board immediately but in no event later than twenty-four hours, of the details of the complaint. Such notification shall include the date and time of the alleged act of commission or omission and the nature of the complaint. The Provider must also notify the Board of the results of any investigation conducted by Provider personnel or by the investigating outside agency, and any action taken by the Provider to correct the situation.

Termination of Participation in Program

Prior to terminating or suspending a child from a School Readiness funded space, the Provider must notify the School Readiness Office in writing of the situation, the proposed reason for the termination/suspension and the actions taken to address the reason for the termination/suspension. The Board and Early Childhood Council reserve the right to eliminate the funded space in cases where it deems the termination is not in keeping with the intent of the School Readiness Program.

Compensation

Compensation shall be made on a monthly basis, upon receipt and approval of monthly program and financial reports. Reports are to be submitted to the School Readiness Project Director. Failure to submit reports by the due dates (assigned at the start of the fiscal year) may jeopardize future funding.

If the Provider does not meet its monthly funded capacity, it must submit a plan by November 1 for approval by the Early Childhood Council as to how it will increase enrollment to its funded capacity. At the recommendation of the Council, the Board may amend this Agreement to reduce the Provider's funded capacity or its grant allocation.

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.

Termination and Default

If the Provider fails to fulfill its obligations under this contract, the Board may:

1. Withhold payments until the obligation is fulfilled to the satisfaction of the Board;
2. Temporarily or permanently discontinue services under the Agreement;
3. Require that unexpended funds be returned to the Board;
4. Assign appropriate personnel to execute the Agreement until such time as corrections have been made to the satisfaction of the Board;
5. Require that this contract be assigned to an agency or person designated by the Board to bring the program into contractual compliance.
6. Terminate this Agreement; or
7. Take such other action, as the Board believes necessary.

In the event of any termination, all property and documents, data, studies and reports purchased or prepared by the Provider under this Agreement shall be disposed of in accordance with the State Office of Early Childhood's directives. The Provider shall be entitled to any compensation for expenses reasonably and necessarily incurred under this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to the Board for damage sustained by the Board by virtue of any breach of the contract by the Provider, and the Board may withhold any reimbursements of the Provider for the purposes of set-off until such time as the exact amount of damages due is agreed upon or otherwise determined.

Hold Harmless

The Provider 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 of omission by the Provider or its employees or agents. Further, the Provider 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 Provider's breach of this agreement or based upon the conduct of the Provider, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days written notice sent to the Provider by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Provider for all services rendered by the Provider through the last day of the thirty (30) day notice period.

Licensing And Insurance

The Provider will be required to provide proof of liability insurance coverage and, where applicable, proof of licensing by the State Department of Public Health.

Statement of Non-Discrimination

The Provider agrees that in performance of this Agreement and in the composition of its staff and governing bodies, it will not discriminate against any person or group of persons on the basis of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, sexual orientation, mental retardation, learning disability, or on any other unlawful grounds.

Non-Renewal

In the event that this Agreement is canceled or if the Board does not offer the Provider a new Agreement for the same or similar service upon its expiration, the Provider will assist in the orderly transfer of clients served under this Agreement to a new program and will assist in the orderly cessation of operations under this agreement and return of all property purchased with School Readiness funds.

Modification of Terms

This Agreement may not be modified or amended except by written agreement signed by the parties.

We the undersigned agree to the terms and conditions outlined herein.

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

PROVIDER

NEW HAVEN BOARD OF EDUCATION

MaryPat Wirkus
Signature

[Signature]
Darnell Goldson, President

MARYPAT WIRKUS
Type Name

Date 6/12/18

Date 7/9/18



423 Ferry Street
New Haven, CT 06513
203-777-5352

Educating for Life, Educating for Eternity

11/5/18

New Haven Early Childhood Council
Dr. Boise Kimber and Dr. Sherri Killins Stewart
New Haven Board of Ed, Mr. Darnel Goldson, President
54 Meadow St
New Haven, CT 06519

Dear Dr. Kimber, Dr. Stewart and Mr. Goldson,

After careful consideration, St Francis and St. Rose of Lima School has determined that it is in the best interests of the school to turn over the management and oversight of the School Readiness program to an experienced provider well known by the school and accepted by SR Program. Therefore, we have developed an agreement with Catholic Charities to assume responsibility for the SR program effective as soon we complete the transition process, including a Use Agreement between both parties.

Assuming the receipt of the Child Daycare license; St. Francis- St. Rose of Lima School will relinquish 87 full day/full year School Readiness slots to Catholic Charities who will become the new operator of the School Readiness program located at St. Francis & St. Rose of Lima School. All program operations will become the sole responsibility of Catholic Charities at this time.

St. Francis and St. Rose School will complete any and all reporting requirements for FY17-18 including the annual financial audit and final monthly reports.

Thank You,

Rev. Carlos Echavarria



*All New Haven children, birth to age 8 are healthy, safe, thriving in nurturing families
and prepared to be successful lifelong learners.*

NEW HAVEN SCHOOL READINESS

TO: Reverend Turner, Our Lady of Guadalupe Parish Corporation, on behalf of St Francis and St Rose of Lima PreK

FR: Denise Duclos, New Haven SR Project Director

RE: Agreement 95384043 between St Francis and New Haven Board of Education

January 16, 2019

This is to confirm our mutual understanding that St. Francis and St. Rose of Lima School's School Readiness PreK Program as provided by St Francis and St Rose of Lima School will terminate effective February 1, 2019. As such, this letter is to formally terminate Agreement #95384043 by and between St. Francis and St. Rose of Lima School (herein St Francis PreK and New Haven Board of Education). As of February 1, 2019 responsibility for the 87 School Readiness spaces at St Francis will be the responsibility of Catholic Charities, Archdiocese of Hartford.

This termination does not absolve St. Francis PreK and Our Lady of Guadalupe Parish Corporation from the monthly School Readiness reporting requirements, including the Priority School Readiness Monthly Report, Site Data Report, Withdrawal Report and Financial Report, due February 1 for the December 31, 2018-January 25, 2019, as well as the annual single state audit due December 31, 2018 for FY2017-2018. The final payment, based on the number of school readiness funded children served by St. Francis PreK during the period December 31, 2018 to January 25, 2019 will be held until all reports, including the audit are submitted.

The equipment and materials purchased with School Readiness funds by St. Francis PreK will be transferred to Catholic Charities on February 1, 2019. The equipment and materials may not be sold. Any unexpended School Readiness, parent fees or Care4Kids funds must also be transferred to Catholic Charities.

The New Haven Board of Education has no further obligations under this Agreement.

Cc: Harriet Feldlaufer, OEC
Dr. Carol Birks, NHPS
Pat DeMaio, NHPS
Ronja Goldson, NHPS
Derricka Suggs, NHPS
Ivelise Velazquez, NHPS
Tiffany Hall, Catholic Charities
Dr. Sherri Killins Stewart, NHECC
Dr. Boise Kimber, NHECC

NEW HAVEN SCHOOL READINESS

54 Meadow Street, New Haven, CT 06519

Ph: 203-946-7875 Fax: 203-946-2297

Email: denised@nhboe.net website: www.nhecc.org

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Catholic Charities, Inc. – Archdiocese of Hartford AMENDMENT #: 2

GRANT # if applicable: 16274-2019-83014-170002 AGREEMENT #: 95384016

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Child Day Care DATE: 2/11/19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2523-900-5384-56697

ORIGINAL AMOUNT OF AGREEMENT: \$ 713,920.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 700,534.00

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 323,492.10

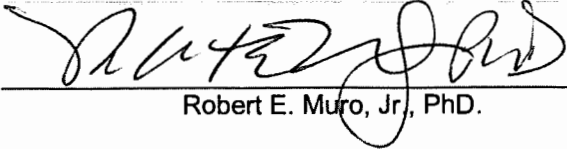
X INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 1,024,026.10

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: This amendment recognizes Catholic Charities as the provider of School Readiness services at St. Francis and St Rose of Lima Child Development Center. Catholic Charities is assuming responsibility for 87 full day school readiness spaces as agreed upon by Catholic Charities, St Francis and St Rose of Lima School, Our Lady of Guadalupe Parish Corporation and the New Haven Early Childhood Council. Catholic Charities will now serve a total of 164 School Readiness funded children at 3 New Haven sites in the Fair Haven neighborhood for the period February 4 to June 30, 2019. The amendment is the per child School Readiness rate of \$8,924 prorated for 5 months for 87 children (\$3,718.30 x 87 = \$323,492.10)

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  1-30-19
Robert E. Muro, Jr., PhD. (Date)

Chief of Operations
(Title)

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, President (Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Catholic Charities AMENDMENT #: 1

GRANT # if applicable: 16274-2019-83014-170002 AGREEMENT #: 95384016

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Child Day Care DATE: 1/7/19

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2523-900-5384-56697

ORIGINAL AMOUNT OF AGREEMENT: \$ 713,920.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 713,920.00

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 13,386.00

INCREASE OR X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 700,534.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: as above

DESCRIPTION AND NEED FOR AMENDMENT: This amendment decreases the number of full day spaces from 80 to 77 for the period January 1 to June 30, 2019.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Marek Kululka 12/11/18
Marek Kululka (Date)

Executive Director
(Title)

NEW HAVEN BOARD OF EDUCATION:

Darnell Goldson, President 1/14/19
(Date)

**NEW HAVEN SCHOOL READINESS AGREEMENT
BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND**

AGREEMENT NO. 95384016
Catholic Charities, Inc

The New Haven Board of Education ("Board") and Catholic Charities of 81 Akron Street, Meriden, CT 06450 (hereinafter "Provider") desire to enter into an Agreement ("Agreement") to provide school readiness and child day care services for three and four year-old children residing in New Haven, under the provisions of Connecticut General Statutes §§10-160 through and including 10-16r, as amended.

Effective Dates

This agreement shall be in effect from July 1, 2018 to June 30, 2019. The Board has the right to terminate this agreement at any time upon providing fifteen (15) days written notice.

Funding

Pending Receipt of Award
School Readiness and Child Day Care Grant
2523-900-5384-56697

The Board's funding of the School Readiness and Child Day Care programs is expressly conditioned upon its receipt of funding from the State of Connecticut ("State") for this program. Notwithstanding provisions to the contrary, if funds are not made available by the State, the Board has the right to terminate this agreement immediately by giving written notice to the Provider that the State has not funded the program. In such event, the Board will not be obligated to make any payments to any member of the Provider staff, or to the Provider agency, or families receiving services, for any amount exceeding the funds made available to it for purposes of the program and services described herein and the Provider agrees that neither it nor its agents or assigns will file claims for damages against the Board attributable to any loss of funding.

The Board will provide funding to Provider in an amount not to exceed \$713,920.00 for provision of the following:

<u>80</u> TOTAL	“Spaces” for full day/full year services to be paid at the rate not to exceed \$8,924 per child, per year, or \$743.66 per month for prorated slots, for a total not to exceed <u>\$ 713,920.00</u> . The services will be provided at Centro San Jose Child Development Center, 290 Grand Avenue and Catholic Charities Child Development Center, 790 Grand Avenue.
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The Provider will be reimbursed on the basis of the number of spaces, which are reported to be filled on the Priority School Readiness Monthly Report.

The Board will not honor a request for payment from the Provider for a cost that is not considered an eligible expense as defined by the Grant, for an amount deemed by the Board to be unreasonable or unnecessary, an amount that exceeds the total amount to be provided hereunder, an amount that is unsupported by proper and sufficient documentation, any sum not incurred during the term of this agreement, is in violation of any applicable statute or regulation, or is improperly submitted under the terms of this agreement.

The Provider agrees to adhere to the New Haven Early Childhood Council's Policies and Procedures as well as the State School Readiness General Policies and Program Operations.

Description of Services

The Provider agrees to abide by the description of services articulated in the local application for funding submitted to the New Haven Early Childhood Council. Consistent with criteria outlined in Connecticut General Statutes §§10-160 through and including 10-16r, as amended, and additional criteria outlined by the Council, the Provider agrees to:

- 1) Fulfill the following:
 - Develop a plan for collaboration
 - Encourage parent involvement, education and outreach
 - Provide information about and referrals to health services
 - Provide information about nutrition services
 - Encourage family literacy
 - Provide open access to all New Haven children and families
 - Plan for transition to kindergarten
 - Provide professional development for staff
 - Follow the School Readiness sliding fee scale
 - Conduct an annual evaluation of program effectiveness
- 2) Include children with disabilities to the greatest extent possible by providing adaptations and accommodations, as required by Federal and State law, to ensure their participation with peers without disabilities.
- 3) Serve a minimum of 75% of School Readiness funded families who meet the income criteria of being at or below 75% of the State median income.
- 4) Meet required quality standards for participation. The Provider will develop and implement a plan and timeline to become accredited by the National Academy of Early Childhood Programs of the National Association for the Education of Young Children (NAEYC) within 3 years of initial receipt of School Readiness funds or meet Head Start Performance Standards; and, to maintain NAEYC accreditation or Head Start compliance.
- 5) Meet the State OEC required staffing standard by June 30, 2020 (CGS Sec 10-16p) which requires a minimum of 50% of classrooms lead by teachers with a Bachelor's Degree in Early Childhood or related field or, certification pursuant to section 10-145b with an endorsement in early childhood education or early childhood special education and, 50% of classrooms lead by teachers with an Associates Degree in Early Childhood Education or related field. By July 1, 2023, all lead teachers must meet the Bachelor's Degree requirements stated above.
- 6) Provide a non sectarian program.
- 7) Assist all families who may be eligible for Care4Kids in applying for the program.
- 8) Comply with all applicable federal and state laws, regulations regarding student and family records, reports, confidentiality and referral requirements.

Provision Against Assignment

The Provider may not at any time assign any responsibilities of this contract to any other person, persons, or agency without prior written approval of the Board.

Record Keeping and Access

The Provider shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices that sufficiently and properly document all direct and indirect costs incurred.

The records shall be available during the hours of the Provider's program operation and at all other reasonable times for monitoring, inspection, review or audit by employees or agents of the Board and/or the supervising state

agencies. The Provider shall retain all records concerning this contract for a period of seven (7) years after completion and submission of the Provider's annual financial audit to the Board. A copy of the annual audit will be submitted to the New Haven Public School Finance Department by December 15th of the effective year of this Agreement for the previous fiscal year.

The Board reserves the right to conduct unannounced visits to funded sites to confirm reported data.

Reporting Requirements

The Provider will submit timely, complete and accurate monthly reports in the format required by the New Haven Early Childhood Council. The monthly reports shall include, but not be limited to, the following:

- Priority School Readiness Monthly Report;
- Site Data Report;
- Monthly Withdrawal Report
- Monthly Financial Expenditure Report;
- Monthly verification of the program information in the CT Registry
- Monthly verification of information in the Early Childhood Information System
- Accounting for collection and use of parent fees and Care for Kids funds consistent with the terms of this Agreement;
- Licensing and accreditation status report; and
- Other information as requested by the Board or the Early Childhood Council.

Any reports, publications, news releases or other public statements applicable to the School Readiness and Child Day Care Grant program shall contain notice that the program is funded through the State School Readiness Initiative and copies of all documents relating to the program shall be sent to the School Readiness Office.

Complaints

Whenever any complaint is filed with any state, federal or local agency concerning an alleged act of commission or omission at the program site, the Provider must notify the Board immediately but in no event later than twenty-four hours, of the details of the complaint. Such notification shall include the date and time of the alleged act of commission or omission and the nature of the complaint. The Provider must also notify the Board of the results of any investigation conducted by Provider personnel or by the investigating outside agency, and any action taken by the Provider to correct the situation.

Termination of Participation in Program

Prior to terminating or suspending a child from a School Readiness funded space, the Provider must notify the School Readiness Office in writing of the situation, the proposed reason for the termination/suspension and the actions taken to address the reason for the termination/suspension. The Board and Early Childhood Council reserve the right to eliminate the funded space in cases where it deems the termination is not in keeping with the intent of the School Readiness Program.

Compensation

Compensation shall be made on a monthly basis, upon receipt and approval of monthly program and financial reports. Reports are to be submitted to the School Readiness Project Director. Failure to submit reports by the due dates (assigned at the start of the fiscal year) may jeopardize future funding.

If the Provider does not meet its monthly funded capacity, it must submit a plan by November 1 for approval by the Early Childhood Council as to how it will increase enrollment to its funded capacity. At the recommendation of the Council, the Board may amend this Agreement to reduce the Provider's funded capacity or its grant allocation.

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.

Termination and Default

If the Provider fails to fulfill its obligations under this contract, the Board may:

1. Withhold payments until the obligation is fulfilled to the satisfaction of the Board;
2. Temporarily or permanently discontinue services under the Agreement;
3. Require that unexpended funds be returned to the Board;
4. Assign appropriate personnel to execute the Agreement until such time as corrections have been made to the satisfaction of the Board;
5. Require that this contract be assigned to an agency or person designated by the Board to bring the program into contractual compliance.
6. Terminate this Agreement; or
7. Take such other action, as the Board believes necessary.

In the event of any termination, all property and documents, data, studies and reports purchased or prepared by the Provider under this Agreement shall be disposed of in accordance with the State Office of Early Childhood's directives. The Provider shall be entitled to any compensation for expenses reasonably and necessarily incurred under this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to the Board for damage sustained by the Board by virtue of any breach of the contract by the Provider, and the Board may withhold any reimbursements of the Provider for the purposes of set-off until such time as the exact amount of damages due is agreed upon or otherwise determined.

Hold Harmless

The Provider 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 of omission by the Provider or its employees or agents. Further, the Provider 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 Provider's breach of this agreement or based upon the conduct of the Provider, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days written notice sent to the Provider by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Provider for all services rendered by the Provider through the last day of the thirty (30) day notice period.

Licensing And Insurance

The Provider will be required to provide proof of liability insurance coverage and, where applicable, proof of licensing by the State Department of Public Health.

Statement of Non-Discrimination

The Provider agrees that in performance of this Agreement and in the composition of its staff and governing bodies, it will not discriminate against any person or group of persons on the basis of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, sexual orientation, mental retardation, learning disability, or on any other unlawful grounds.

Non-Renewal

In the event that this Agreement is canceled or if the Board does not offer the Provider a new Agreement for the same or similar service upon its expiration, the Provider will assist in the orderly transfer of clients served under this Agreement to a new program and will assist in the orderly cessation of operations under this agreement and return of all property purchased with School Readiness funds.

Modification of Terms

This Agreement may not be modified or amended except by written agreement signed by the parties.

We the undersigned agree to the terms and conditions outlined herein.

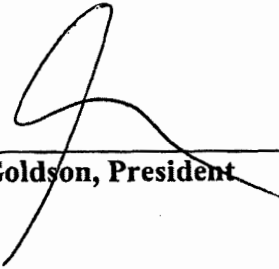
IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

PROVIDER

NEW HAVEN BOARD OF EDUCATION



Marek Kukulka, CEO



Darnell Goldson, President

Date 5/18/18 _____

Date 6/25/18 _____

State of Connecticut

Office of Early Childhood

450 Columbus Blvd, Suite 302, Hartford, CT 06103
(860) 500-4450

In Accordance with Connecticut General Statutes 19a-77 to 19a-87 inclusive,
the Connecticut Office of Early Childhood issues this license, which is non-transferable, to:

CATHOLIC CHARITIES INC- ARCHDIOCESE OF HARTFORD

**839-841 ASYLUM AVENUE
HARTFORD, CT 06105**

to operate a

Child Care Center

at

**SAINT FRANCIS AND SAINT ROSE OF LIMA CHILD DEVELOPMENT CENTER
423 FERRY ST
NEW HAVEN, CT 06513-3617**

License Number: **DCCC.70464**

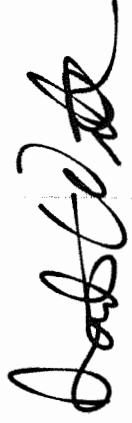
Expiration Date: **12/31/2022**

Maximum Children at One Time:

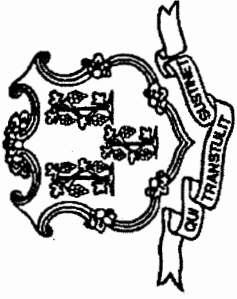
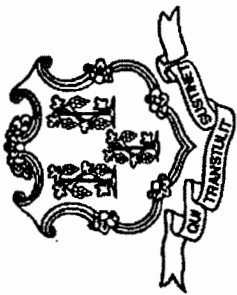
Children Under 3 Years of Age:

Approved for the Following Services:

Pre-School



**David Wilkinson
Commissioner**





NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Carol D. Birks, Superintendent
Date: January 16, 2019
Re: Criterion Education, LLC, a division of the National Institute for School Leadership, (NISL)

Proposed Meeting Date: February 4, 2019

Executive Summary/ Statement: To facilitate phase one of a two phase Strategic Planning Process. Phase one will be conducted over a six month period, March 1, 2019 through June 30, 2019. Phase One, "Understanding the Relevant Context and Executive Development focused on a Systematic Approach to Redesigning the District," is an inquiry process, to compile and analyze relevant contextual information about the district and includes a series of 2-day facilitated executive development sessions.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$90,500.00. Detailed pricing is included in the Compensation section of the Agreement.

Funding Source & Account #: Alliance Program Acct. # 2547-6105-56694 - 0000.

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals: Develop a Strategic Plan to align district with goals.
2. What **specific need** will this contractor address? Facilitate a strategic planning process for the New Haven Public School District.
3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe: **Three quotes** were secured for this Agreement, attached.
4. What **specific skill set** does this contractor bring to the project? NISL has over 25 years of experience in district system design and is recognized by U.S. Department of Education.
5. Is this a **new or continuation service**? New service.

6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**
Completion of Phase One inquiry and analysis process and workplan by June 30, 2019.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? **Not applicable.**



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
The Criterion Education, LLC, a division of

FOR DEPARTMENT/PROGRAM:
New Haven Public School District

This Agreement entered into on the 22nd day of January, 2019, effective (*no sooner than the day after Board of Education Approval*), and the 28th day of January, 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and, Criterion Education, LLC, located at 2121 K Street NW, Suite 700, Washington, DC 20037, (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required \$22,625.00 per month for four months, March 1, 2019 to June 30, 2019.

The maximum amount the contractor shall be paid under this agreement: Ninety Thousand Five Hundred dollars and no cents, (\$90,500). Compensation will be made monthly in the amount of \$22,625.00 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 Program of the New Haven Board of Education, **Account Number:** 2547-6105-56694 **Location Code:** 0000.

This agreement shall remain in effect from March 1, 2019 to June 30, 2019.

SCOPE OF SERVICE: Criterion Education, LLC will conduct an inquiry and analysis process which includes ongoing consultation, facilitation of four 2-day executive development sessions, and development of a work plan based on district needs. A complete Scope of Service is attached.

Exhibit A: Scope of Service: A complete Scope of Service with pricing is attached.

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

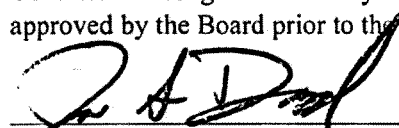
HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees,

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.

INTELLECTUAL PROPERTY:

- **COPYRIGHT:** Criterion reserves copyright in all written and electronic materials delivered by Criterion pursuant to this Agreement. These items may not be copied or otherwise reproduced without the express written permission of Criterion. In no event shall the Client remove any copyright notices from the materials.
- **RESTRICTIONS:** In no event shall the Client use or permit others to use the Training Materials other than as permitted in Section 4 of Exhibit A, or as otherwise consented to by Criterion in writing. Any access the Client provides to the Training Materials over a computer network shall restrict access to personnel authorized to use the materials hereunder in a reliable fashion (including, at a minimum, requiring each user to enter a password to gain access to the materials). In no event may the Training Materials be sublicensed, modified, sold or transferred except as provided herein.
- **TRADEMARK AND TRADE NAME:** This Agreement does not give the Client any ownership rights or interest in Criterion's trade name or trademarks.

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

1/29/2019

Date

Date

Jason S. Duggan, President & CEO

Contractor Printed Name & Title

Revised: 10/2/18



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.

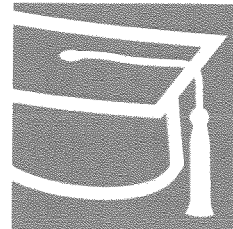
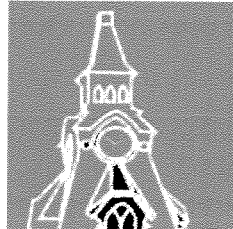
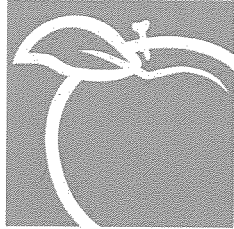
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification 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

Quote



NEW HAVEN PUBLIC SCHOOLS

New Haven Public Schools Strategic Planning Proposal

HYA | HAZARD
YOUNG
ATTEA
ASSOCIATES

INTRODUCTION

Hazard, Young, Attea and Associates (HYA), Proposes to facilitate a Strategic Planning Process for New Haven Public Schools (hereinafter referred to as the “District”). The HYA Strategic Planning Model includes three concrete phases resulting in a codified plan to improve student achievement and district performance. In addition, HYA provides a Strategic Dashboard at no additional cost to the district for regularly reviewing and reporting progress on the strategic goals and objectives.

This technical proposal serves to clearly outline the specific services, deliverables, and costs proposed for the District in facilitating the process that will clearly articulate the District’s mission, vision and beliefs; identify three to five strategic priorities and high level goals for the next five years; develop a set of metrics and deliverables; and assist the District leadership team in creating and launching action plans to achieve the goals. HYA understands that modifications to this proposal may be necessary to arrive at the optimal set of services to meet the needs of the District.

FIRM BACKGROUND/QUALIFICATIONS

HYA began working with school boards more than thirty years ago in an effort to assist them in making the best leadership decisions possible. Presently, HYA is represented by a thriving network of 100+ Associates throughout the United States who assist with the firm’s mission to provide the most thorough and highest quality of assistance to school boards in need of:

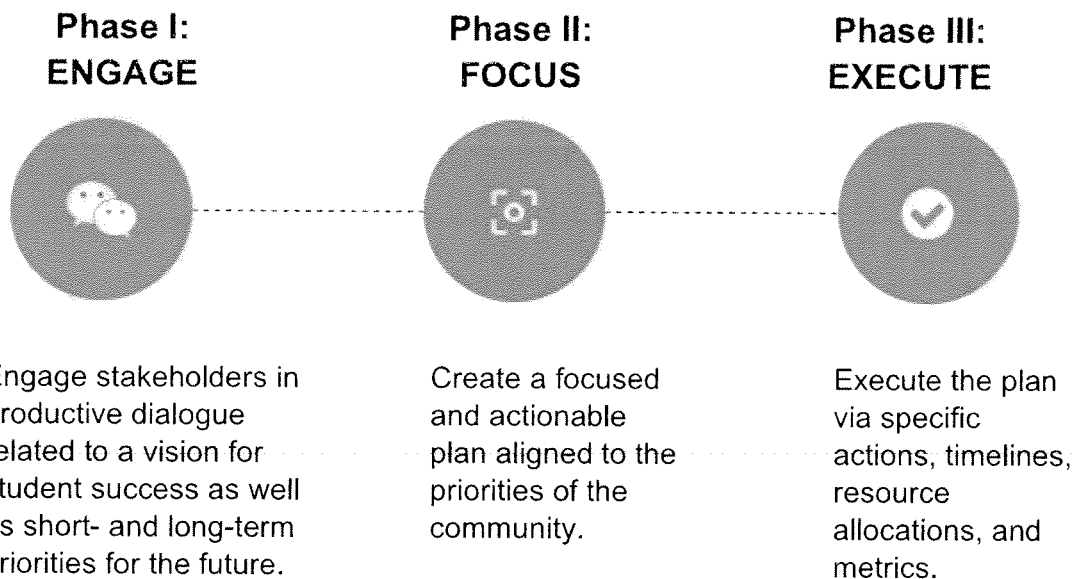
- strategic planning;
- identifying and recruiting highly qualified administrators;
- engaging communities in identifying and supporting district priorities;
- evaluating programs and services;
- incorporating an array of methods for gathering feedback from stakeholders on school climate, culture and performance;
- facilitating board and staff retreats;
- launching student and staff well-being initiatives; and
- supporting superintendent evaluation sessions.

Since its founding in 1984, HYA has assisted over 1,400 school boards.

THE PROCESS

Improving student outcomes starts with a clear and compelling vision for student success. The proposed process in this document is aimed at creating a student-centered vision that inspires and engages stakeholders, aligns resources, and provides a framework for leadership and governance.

A disciplined strategic planning process allows school systems to engage stakeholders, build a consensus around what matters, and channel resources accordingly, in order to ensure a maximum return on investments. The proposed process includes three concrete phases resulting in a clear and concise plan to improve student outcomes and district performance. In addition, as we discussed in our January 3rd phone call, we are offering a Strategic Planning Dashboard at no additional cost.



SCOPE OF SERVICES

A one page description of our model and overview of each phase in our strategic planning process can be found in the attached *HYA Strategic Planning Process for Schools* brochure. The Strategic Dashboard, which is included at no cost, is described in a second attachment. In responding to this specific proposal, HYA shall provide the following services and deliverables.



Phase I: ENGAGE (January to mid-February)

The engage phase will focus on engaging stakeholders and collecting the necessary information to document the current state of the district relative to its desired future state. A kick-off/process planning meeting will be critical in developing the specific schedule and designing the specific process for the District.

Phase I Services

- Conduct a Planning Meeting with the Superintendent and/or Steering Committee responsible for oversight of the process. Provide a summary of said meeting which details the timeline and steps of the strategic planning process and decisions made by the board.
- Review current mission, vision, values, guiding principles, District report card, prior strategic plan, District Improvement Plan, notes from the Superintendent's coffees, and other data sources to assure alignment with current goals.
- Conduct superintendent and individual leadership team interviews by phone.
- Facilitate up to five town hall / community forum on site and two via interactive webinar
- Conduct up to fifty on site focus groups in a period of up to twelve (12) days to engage stakeholder populations (district administrators, school administrators, faculty, staff, parents, community and students).
- Conduct up to ten phone interviews with key community and/or staff leaders identified during the planning meeting.
- Survey community constituents and staff electronically and provide a report of findings. The survey is given in English and Spanish. Additional work

languages are available upon request.

- Present *Community Engagement for Strategic Planning Report*.

Phase I Deliverable (by March 1)

- *Community Engagement for Strategic Planning Report*



Phase II: FOCUS (March)

The focus phase will leverage the information collected from the engage phase and will shape a clear vision and direction for the school district. The focus phase will predominately include the board or steering committee, Superintendent and members of the superintendent's cabinet.

Phase II Services

- Facilitate steering committee sessions to review *Community Engagement for Strategic Planning Report*
- Facilitate steering committee sessions, up to three, to develop strategic plan components: Mission, Vision, Guiding Principles, Goals and Objectives. These sessions consist of the following components:
 - A. Review of qualitative stakeholder input from focus groups, quantitative data from stakeholder surveys, and CISD qualitative data related to student achievement, culture and climate, etc.
 - B. Committee review and revision of vision, mission, and beliefs focusing on five-year horizon.
 - C. Dialogue regarding external opportunities and challenges, external and internal best practices and outmoded methodologies, and future trends, big ideas, and aspirations.

Phase II Deliverable (by early April)

- *Preliminary Report and Recommendation Strategic Plan Document* to serve as a broad framework to guide direction for the District. This document will include mission, vision and belief statements and three to five high-leverage strategic goals.



Phase III: EXECUTE (April and May)

The execute phase predominately includes district administrators.

Phase III Services

- Facilitate one planning meeting with the administration to guide implementation, determine metrics, and provide professional development for linking School and Department Improvement Plans and metrics to the Strategic Goals and Objectives.
- Identify human, financial, and structural resources necessary to achieve strategic goals and objectives.
- Develop the district's portrait of a graduate aligned to the strategic plan and operationalize vision at the individual student level
- Provide templates to develop action plans, metrics, timelines, roles and responsibilities and assist administration in completing these.

Phase III Deliverable (by mid-May)

- *Final Strategic Plan Document* to serve as a broad framework to guide direction for the District for the next five years. The strategic plan will contain:
 - A. Mission, vision, and belief statements
 - B. Three to five high-leverage strategic goals and objectives
 - C. Action plan
 - D. Recommended evaluation plan and accompanying strategic dashboard
 - E. Budget of resources required to implement plan
 - F. Portrait of a graduate
 - G. Presentation document for Board and community meetings

FEES FOR SERVICE

In consideration for Services, the District will pay to Hazard, Young, Attea and Associates:

- A. Consulting Fee for facilitation of the entire strategic planning process in the amount of \$54,500. This fee is due in three installments
 - i. 50% will be invoiced upon execution of the contract/agreement
 - ii. 25% will be invoiced upon presentation of the *Community Engagement for Strategic Planning Report*
 - iii. 25% will be invoiced upon completion of the strategic plan

- B. Additional on-site visits beyond what is specified in each phase will be billed at \$1500 per day (e.g., additional focus groups and additional working days with the Board).

The fees for services are estimates based on the process proposed in this document.

Consulting Fees

PHASE I: Engage	-----	\$33,000
PHASE II: Focus	-----	\$15,000
PHASE III: Execute	-----	\$ 6,500
Strategic Dashboard	-----	included
GRAND TOTAL		\$54,500

REIMBURSABLE EXPENSES

Reimbursable expenses will be capped at \$5,000.

- A. Printing and Postage; HYA is a green corporation whereby all documents related to the search will be provided via electronic means. If the Board wishes to have hard copies, the District will be billed for expenses to cover the costs associated with printing, binding and shipping all materials.

- B. Travel: Expenses related to travel will be borne by the District. HYA directs its associates to utilize the United States General Service Administration (GSA) guidelines (<http://www.gsa.gov>) for business travel in their given area. Mileage reimbursement is based on current IRS guidelines.

REFERENCES

HYA's reputation for effectiveness and integrity is extremely important. Below are references for Districts of three recent completed Strategic Plans.

Laurens County School District 45

Edward Murray
 Director of Administrative Services, District Athletics, and Public Relations
 301 Hillcrest Drive
 Laurens, SC 29360
 Office: 864-984-8102
 Cell: 864-766-9190
ermurray@laurens55.org

Somonauk School District

Jay Streicher, Superintendent
 501 W. Market Street
 Somonauk, IL 60552
 815-498-2314
streicherj@somonauk.net

Downers Grove 58

Dr. Kari Cremascoli, Superintendent
 1860 63rd Street
 Downers Grove, IL 60516
 630-719-5803
kcremascoli@dg58.org

In addition, we have just completed the Engage Phase for the Strategic Plan for the U-46 (Elgin, Illinois) District Education Foundation. The district is an urban district serving about 39,000 students. Please contact the CEO, Tony Sanders for a reference regarding our work to date.

U-46 School District

Tony Sanders, CEO
 355 E. Chicago St
 Elgin, IL 60120
 847-489-0226
tonysanders@u-46.org



THE ASSOCIATE TEAM

HYA assigns an individual management team to each Strategic Planning Process that it conducts. Upon the concurrence of the Board, HYA proposes the following strategic planning team for New Haven Public Schools.

HYA Associate	email	phone
Ed McCormick	edmcormick@hyasearch.com	845.264.1222
Pat Fedor	patfedor@hyasearch.com	860.625.5542
Chris Nicastro	chrisnicastro@hyasearch.com	314.640.0061

HYA's President, Glenn "Max" McGee (maxmcgee@hyasearch.com / 224.234.6129) will provide executive oversight and on-site support as necessary throughout the process. Please note that both Dr. Nicastro and Dr. McGee were both former state superintendents (Missouri and Illinois) who led strategic planning initiatives for their state agencies. Abbreviated one page resumes for each of the HYA team members is attached.

HYA looks forward to working with the New Haven Public Schools administration in the facilitation of the strategic planning process. Please contact Dr. Glenn "Max" McGee, HYA's President, at 224.234.6129 or at maxmcgee@hyasearch.com with questions or requests for additional information.

Hazard, Young, Attea, and Associates
1475 E. Woodfield Road, #1400
Schaumburg, IL 60173
847.744.5674
www.hyasearch.com

Memorandum

To: Ivelise Velazquez
From: Scott Joftus
Re: Proposal to New Haven Public Schools (NHPS)
Date: December 7, 2018

This memo is in response to our phone conversations on November 27 and today. At your request, I am outlining some ideas about a scope of work and some budget figures. Please don't hesitate to contact me if you have any questions or would like additional information.

Scope of Work

Based on my understanding from our calls, I believe that FourPoint can support NHPS in meeting two objectives:

- 1) **Support development of a "One New Haven" Strategic Plan.** Dr. Birks has spoken publicly and received an enthusiastic response to the idea of a plan that aligns the efforts of New Haven's government entities, including the school district. FourPoint will engage stakeholders (e.g., city agency officials, community leaders, nonprofit and business leaders, and district leaders) in group and individual interviews to answer four broad questions:

- What do you think are the city's greatest strengths and challenges?
- How should we measure progress as a city?
- What are your biggest priorities that require immediate attention by the city?
- What role should various city agencies and the district play to address those priorities?

Beginning in January 2019, FourPoint will engage stakeholders in three ways:

- i. Review extant data and information (including existing strategic plans) from the city and district
- ii. Interview city and district leaders (four consultants onsite for 3 days)

- iii. Conduct group and individual interviews with other stakeholders (four consultants onsite for three days on two different occasions)

Following data collection and by April 30, 2019, FourPoint will present a draft plan to the district and other participating agencies. After receiving feedback, FourPoint will present the final plan by May 30. *Proposed budget: \$155,000.*

- 2) **Based on the district improvement plan, work with district department leads to define prioritized indicators for improvement and help to establish a performance management system.** To implement the district improvement plan and foster continuous improvement across the district, department heads will need to select a couple of strategies and indicators for immediate focus. To help, beginning in January 2019, FourPoint will work with each department head to select prioritized strategies, develop indicators for improvement, and help create or revise departmental plans. Beginning in March 2019 and working through June 2019, FourPoint will work with district leadership to create and begin to implement a performance management process for tracking improvement against selected indicators. This work assumes two three-day visits of two consultants to help prioritize departmental focus areas, support for writing or editing departmental plans, and three two-day visits of two consultants to support implementation of a performance management system. *Proposed budget: \$102,500.*

Budget

As noted in the Scope of Work, the budget for each objective is as follows.

OBJECTIVE 1	\$155,000
OBJECTIVE 2	\$102,500
TOTAL	\$257,500

FourPoint Education Partners

Cross & Joftus was founded in 2004 by Christopher Cross and Scott Joftus. The firm changed its name to FourPoint Education Partners on November 13, 2017, with Mr. Cross and Dr. Joftus continuing to serve as chairman and president, respectively. Since our founding in 2004, we have added two additional partners—Sharon Deich and Rudy Ruiz—and two associate partners, Meghan Neary and Connie Wehmeyer.

Across its 14 years, FourPoint has supported school systems across 34 states ranging from Hawaii and Los Angeles County in the West, to Omaha and Kansas in the Midwest, to Jersey City and Washington, DC in the East, to Hillsborough County (FL) and Guilford County (NC) in the South.

With our focus on coherence and equity, FourPoint helps education leaders from the PreK-12, government, nonprofit, and philanthropic communities successfully support students in our new and demanding learning context. Through experienced insight and counsel, we equip our clients to think systemically, implement coherent strategies, and strengthen policies and practices to achieve outstanding results. By focusing on under-resourced communities and special populations, we support all young people to experience a world-class education that prepares them for success in life.

FourPoint's partners and associates are seasoned and successful practitioners—serving as teachers, curriculum experts, budget experts, school leaders, superintendents, state board chairs, top federal policymakers, and non-profit executives. Together, our tailored project teams bring deep subject-matter expertise and executive leadership experience to each of our engagements across the country.

For more information about FourPoint Education Partners, please visit www.FourPointEducation.com.

Introduction

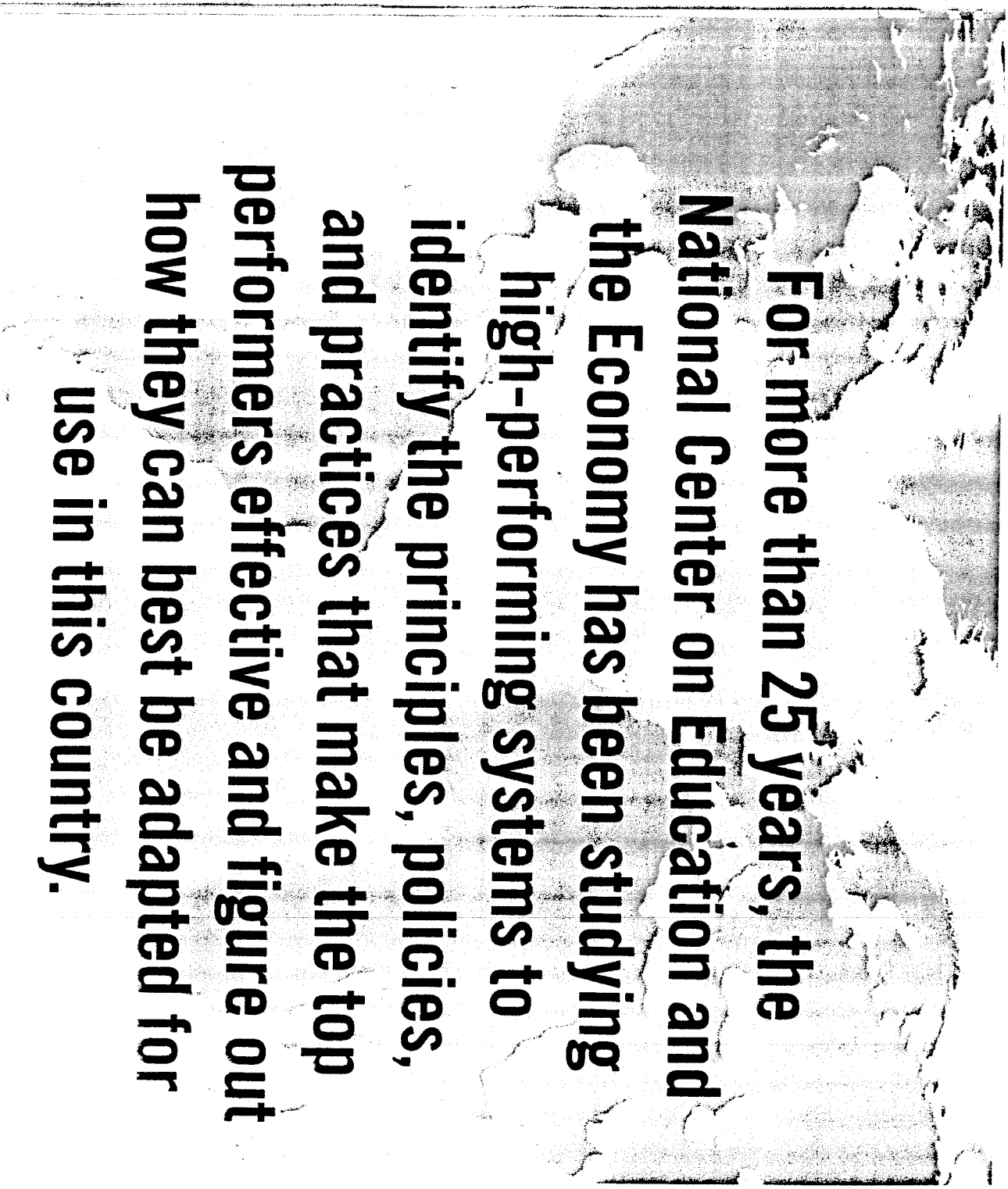
What We've Learned About Top-Performing Systems

Research and Policy Analysis

Consulting for States and Large Districts

Training for Leaders

Putting It All Together, Your Way



For more than 25 years, the National Center on Education and the Economy has been studying high-performing systems to identify the principles, policies, and practices that make the top performers effective and figure out how they can best be adapted for use in this country.

Most schools compare themselves to the other schools in their district, states to nearby states. But the students who graduate from your system as young adults are competing now not with young people in the next town or state, but with people all over the world. Fifty years ago people from other parts of the world were very likely to be much less well-prepared than the graduates of your schools. Today the students in almost 30 countries are now outperforming our students in mathematics, reading, science, and problem solving and that number is growing year by year. In some of these countries, the average high school student graduates are two to three years ahead of the average high school graduate in the United States. And it costs those countries a good deal less per student to produce those outcomes.

Don't you wonder how they do it? We did. It seemed to us that, if more and more countries were outperforming the United States, it made sense to see how they were doing it. So, for more than 25 years, the National Center on Education and the Economy (NCEE) has been studying high-performing systems to identify the principles, policies, and practices that make the top performers effective and figure out how they can best be adapted for use in this country.

Now, NCEE is prepared to give states and school districts determined to provide a world-class education to their students the help they need to get there by providing:

- Research and analysis on the factors that contribute to the performance of the world's best-performing education systems, and descriptive and analytical material on the top-performing countries.
- Tools from the top performers, ranging from curriculum frameworks to criteria for selecting teachers to training protocols.
- Consulting assistance to states and districts that will help you develop strategic plans to greatly improve the performance of your systems and to implement them, based on the experience of the most effective systems in the world.
- Leadership training designed to give state education agency staff, superintendents, central office staffs, principals, and teacher leaders the knowledge and skills you need to get world-class results for your state, district, and school, using a fully integrated approach that will get everyone on the same page.

What We've Learned About

NCEE has researched the education systems of the top-performing nations for more than 25 years to unfold the secrets of their success. NCEE has benchmarked the education systems of Australia, Canada, the Czech Republic, Estonia, Finland, Flemish Belgium, Hong Kong, Hungary, Japan, the Netherlands, New Zealand, Poland, Shanghai, Singapore, South Korea, and Taiwan—all top performers on the Programme for International Student Assessment (PISA).

When U.S. Secretary of Education Arne Duncan asked the Organisation for Economic Co-operation and Development (OECD) to produce a report for the United States on the strategies used by the top-performing countries, the OECD asked NCEE to produce the report under their supervision. The report, *Strong Performers and Successful Reformers: Lessons from PISA for the United States*, was released in December 2010.

More recently, NCEE released *Surpassing Shanghai: An Agenda for American Education Built on the World's Leading Systems*, a book

examining the education systems that are leading the world in student performance, equity, and efficiency to find out what strategies are working and how they might apply to the United States.

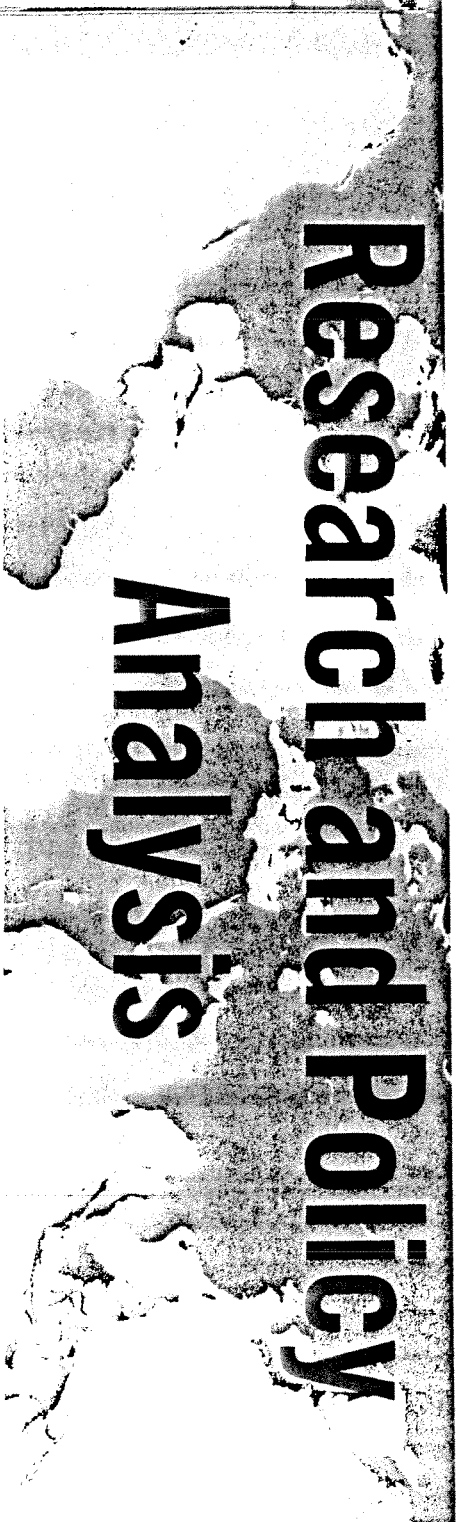
The research shows how the top performers, over time, abandoned mass education systems based on the old industrial model of education and rebuilt their systems to provide an education to virtually all of their students that they had previously provided only to a small elite. This required them to build a demanding curriculum that all students were expected to master, set to much higher standards than had previously been in place, and measured by assessments that, while more expensive, are able to measure a much wider range of outcomes than those typically used in the United States. Importantly, it required these countries to source their teachers from a higher segment of high school graduates than the United States has, to greatly raise the standards for teacher education, to compensate their teachers well, and to provide professional conditions for work for them in their schools. That, in turn, has led

Top-Performing Systems

to the introduction of modern forms of school organization and management in their schools, designed to support a fully professional, very high-quality teaching force. And; importantly, these systems have been searching for a new synthesis of academic education and applied learning. These reforms go very deep and, taken together, constitute a new design for modern school systems that, in turn, requires new policy frameworks, a different kind of governance, and different methods of financing schools—in short, a new system.

NCEE has summed up these findings in a paper, *9 Building Blocks of a World-Class Education System*. States that want top performance need to:

1. Provide strong supports for children and their families before students arrive at school.
2. Provide more resources for at-risk students.
3. Develop world-class, highly coherent instructional systems.
4. Create clear gateways for students through the system, set to global standards, with no dead ends.
5. Assure an abundant supply of highly qualified teachers.
6. Redesign schools to be places in which teachers will be treated as professionals, with incentives and support to continuously improve their professional practice and the performance of their students.
7. Create an effective system of career and technical education and training.
8. Create a leadership development system that develops leaders at all levels to manage such systems effectively.
9. Institute a governance system that has the authority and legitimacy to develop coherent, powerful policies and is capable of implementing them at scale.



Research and Policy Analysis

The CIEB Website: A Global Resource

The website of NCEE's Center on International Education Benchmarking (CIEB) is the nation's premier resource for information on the world's top-performing education systems. There, you can search for in-depth information on their performance, the structure of their systems, the way they evolved, the policies they are pursuing, the way they are implementing each of the 9 Building Blocks, and much more—as well as links to more detailed information about every aspect of these systems and analyses by leading experts.

CIEB has sponsored major comparative studies of teacher professional development and instructional systems, conducted a highly regarded study of the requirements for success in U.S. community colleges, and released a report on governance and accountability in the United States. CIEB's current research and analysis program includes the following:

- Comparative Study of Teacher Quality Systems (an international team led by Linda Darling-Hammond of Stanford University, USA)
- Comparative Study of Elementary School Teacher Expertise (Ben Jensen, Australia)
- Comparative Study of the Development of Effective School Leaders (Ben Jensen, Australia)
- Comparative Study of Career and Technical Education Systems (Nancy Hoffman, Betsy Brown Ruzzi, Robert Schwartz, Vivien Stewart, and Marc Tucker, USA)
- Comparative Study of Early Childhood Education Systems (an international team led by Sharon Lynn Kagan of Yale University and Teachers College, Columbia University, USA)
- Comparative Study of Instructional Systems (an international team led by Tina Isaacs, University of London, UK)

- Skills for the 21st Century Book Project (Dylan William, University of London and King's College, London, UK, and Educational Testing Service, USA)

- A Study of the Development of the Shanghai Education System (Minxuan Zhang, Shanghai Normal University, China)

In addition to its international benchmarking work, CIEB also benchmarks the policies and practices of the highest-performing U.S. states.

Communications and Advocacy

CIEB employs a number of tools to disseminate the findings of its research and analysis and their implications for policy and practice. These include:

- A popular blog, *Top Performers*, written by NCEE President Marc Tucker and published by *Education Week*.
- A monthly newsletter, *Top of the Class*, that provides information on recently released research and news from top-performing countries.

Benchmarking Support for Partner Organizations

CIEB is currently assisting the National Conference of State Legislatures and the Business Roundtable with their own education benchmarking programs and is prepared to assist other organizations wishing to benchmark

the policies and practices of the top-performing nations.

The NCEE Tool Chest

When CIEB funds researchers to benchmark the top-performing countries, we ask them not just to produce research reports, but also to collect the tools those countries have developed to implement their policies and practices. This ranges from laws and regulations to curriculum frameworks and course syllabi, from protocols for evaluating candidates for their teacher education programs to protocols for evaluating candidates who want to move up their teacher and school leader career ladders. We are organizing all this material into a digital tool chest. Some of this material will be available directly on our CIEB website. Some will be available only through our school leadership training programs. All of it will be curated, so that different kinds of users will be able to find what they need quickly and easily.

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CENTER ON INTERNATIONAL
 EDUCATION BENCHMARKING
FORMERLY THE CENTER FOR INTERNATIONAL EDUCATION BENCHMARKING



Consulting for State

When the world's biggest and most successful industrial organizations want to develop and implement comprehensive plans that will help them respond to fundamental changes in their environment, they turn to the world's best consulting companies. Those companies excel in their analysis of the business environment and in their research into the kinds of responses that are most likely to enable the firms to adapt to those changes effectively. That research is based on close studies of the firms that have proved most successful in adapting to the changes the firms are observing. NCEE's consulting group has been created to provide exactly that kind of service to states and large school districts in the United States.

The aim in every case is the same: To enable the state or school district to reach global performance benchmarks. The process will be similar in outline, but different in all the details. The aim is to get strong, broad-based

backing from top leaders for a comprehensive effort to set global benchmarks and to develop an equally comprehensive plan to meet those benchmarks. We do not believe that any state or big city school system should copy another. But they need to be informed by what the leaders of other systems are doing and how they are doing it.

Our process involves comparing the state or district to the top nations, states, and provinces in the world on each of the 9 Building Blocks, so that state and district leaders can see where they are doing well and where they have a distance to go. It involves pulling together a group of state leaders to actually go and visit two or three of the leading countries, talk to many people there at all levels of the system, and see for themselves what can happen if a concerted effort is made and sustained over a long enough period of time to make a difference, and then helping that group help

and Large Districts

others understand what they have seen and work with a broad group of stakeholders to come up with a long-range plan to build a comprehensive system of the kind that they have seen.

To assist in this consulting service, NCEE will enlist top researchers, analysts, policymakers, and practitioners all over the world who are prepared to help us help states and districts that are interested in building world-class systems of education. And there are other organizations, governmental, intergovernmental, and private, that are also willing and able to bring important assistance to the table as well.

While it is important to have a long-range plan and to put in place support for that plan that will outlast any one administration, it is not necessary or even possible to implement that plan all at once. NCEE can help a state or district think through where it might best start

and how it might proceed over a period of years to implement a plan to bring it up to world-class performance levels. In many cases, the state or district will already be well down the road in some areas and need help only in some others. Each case is different and all situations fluid, subject to change. Our obligation to you is to bring the best advice and support we can find anywhere on the globe, to supplement the assets you already have.

NCEE is not looking for long-term commitments. We are prepared to take it one step at a time, to earn your confidence, and to base continuing work with you on your satisfaction with the work already done.

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participating superintendents in applying NCEE's 9 Building Blocks of effective systems and NISL's 8 Dimensions of Leadership in their districts. Superintendents gain the knowledge, skills and tools to build aligned instructional systems, high performance, continuous learning organizations, and high-quality teaching environments.

Executive Development Program (EDP)—The nation's leading program proven to improve the practice of school leaders and positively impact student achievement. NISL develops the capacity of states and districts to deliver the program at scale and at low cost, so that all school leaders—from aspiring principals in high-poverty areas to veteran principals of top-performing schools—can lead strategically and drive instructional gains across the content areas.

Teaching for Effective Learning (TEL) Series—A multi-year sequence of learning, application, and support that deepens implementation of the instructional practices found in the EDP by delivering EDP-aligned instructional guidance directly to instructional staff. The series expands and differentiates the content by school level and subject, and also empowers EDP-trained school leaders by providing them with clearly-defined roles in supporting their staff's implementation of highly effective instructional practices.

Leadership Institutes—Two- to five-day institutes that allow districts to support their school leaders' faculty with targeted student populations (English Language Learners, Students with Disabilities, Early Childhood), specific areas of leadership (Instructional Coaching, Parent/Family/Community Engagement), or high-priority goals for their schools (College and Career Readiness). Each institute combines the latest research with applied learning methodologies that ensure immediate impact in school practice.

Coaching—Five-day institutes to coach and train coaches in districts and schools and provide them with the skills and framework to support their principals, and a three-day instructional coaching institute, which equips school leaders with the skills to improve the practice of their instructional staff. NISL's expert coaches can also provide direct onsite support to coaches, school leaders, and teachers in districts with schools led by EDP-trained principals.

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NISL

NATIONAL INSTITUTE FOR
SCHOOL LEADERSHIP*
THE LEADER IN SCHOOL LEADERSHIP®



**Putting It All Together,
Your Way**

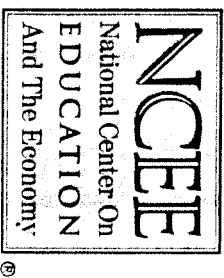
The 9 Building Blocks of effective education systems represent an ambitious policy agenda. States might not want to take on all the elements at once. And they may not want to come at it the same way.

However you want to go about it, NCEE can provide support. A state can begin with our consulting service or with our leadership-training program, or do both together. It can start with one or two building blocks and work toward the others or with a much more comprehensive effort. A district can start with the Superintendent Academy and then move toward a wider engagement for its central office staff, involving consulting—to create and implement a customized strategic plan—or it can begin with training its principals and teacher leaders and move up to the district level.

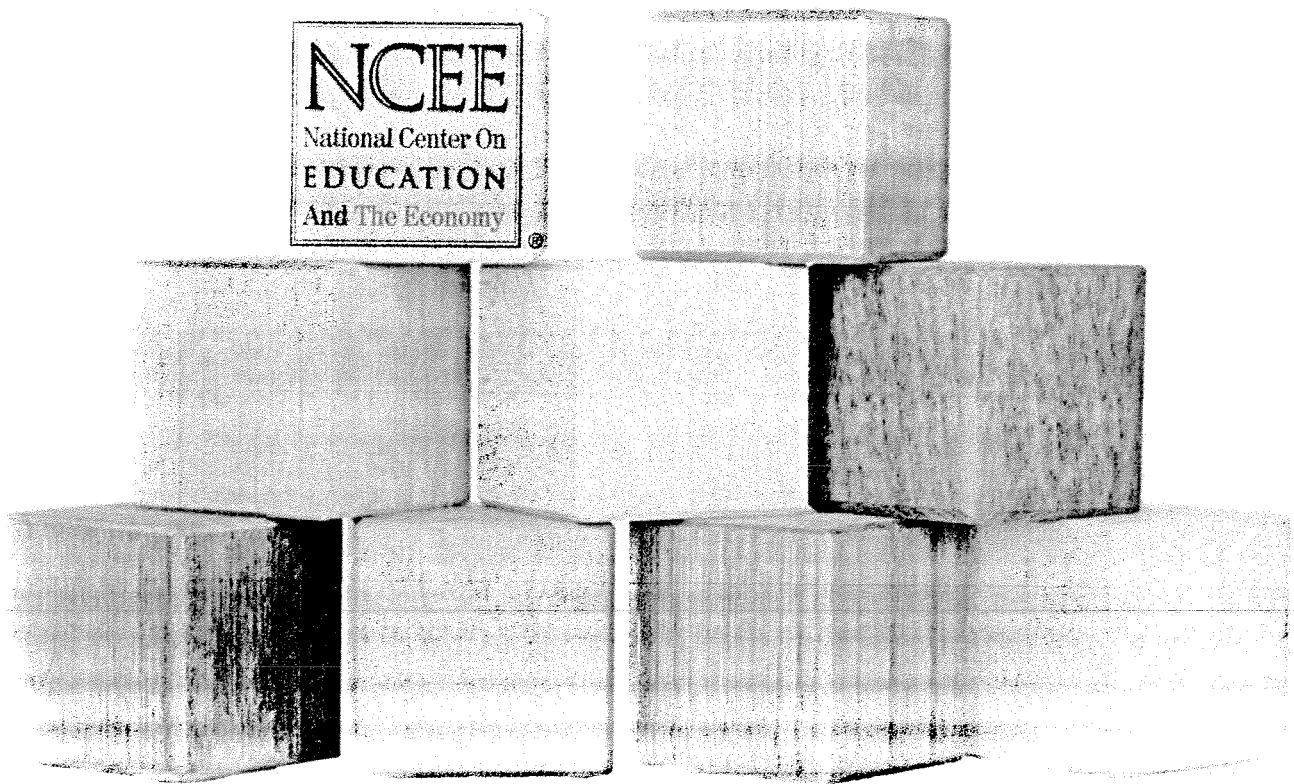
For states that are not ready for a full transformation, NCEE can customize its products and services. Perhaps your state wants to transform its instructional system but leave early-childhood education for another time when there is greater political support for it. We will work with you.

Perhaps you want simply to ensure that your school and district leaders are better prepared to lead high-quality instruction. We will work with you.

NCEE's vision is of a top-performing, equitable, and efficient education system. But we recognize that this is a long-term goal. We welcome anyone who is willing to come along on that journey with us, at any stage.



9 Building Blocks For a World-Class Education System



CENTER ON INTERNATIONAL
EDUCATION BENCHMARKING
LEARNING FROM THE WORLD'S HIGH PERFORMING EDUCATION SYSTEMS

Preface

The *9 Building Blocks for a World-Class Education System* is a distillation of more than 25 years of research conducted on the world's best education systems by the National Center on Education and the Economy. Our goal in conducting this research was to identify the strategies those countries used to outperform the United States in the hope that American policymakers could use that research to improve the performance of our own system.

Our Process for Selecting Jurisdictions to Study

When we began this work in 1989, we were looking for countries that significantly outperformed the United States on average student achievement, equity and efficiency, which is to say that we were looking for countries where average measured student achievement was exceptionally high; differences in results within schools, among schools and between average students and minority and low-income students were low, and in which taxpayers were getting good value for their money. Those metrics continue to define the system outcomes we look for.

When we started, there was very little good data on which to base our choice of countries. That changed for student performance in mathematics and science when the International Association for the Evaluation of Educational Achievement (IEA) first issued the Trends in International Mathematics and Science Study (TIMSS) report in 1995. However, since the OECD released the first Programme for International Student Assessment (PISA) study in 2000, we have used that data as the bases of our selection of top performers for study. That is because PISA covers more of the highly industrialized countries to which the United States is usually compared, because PISA covers more subjects than TIMSS, and because PISA is designed to find out not just how students performed on a consensus curriculum, but how well they can apply what they have learned in school to the kinds of problems they will

encounter in the workplace and elsewhere outside school.

Specifically, we focus our research on the changing set of very large jurisdictions (countries, states and provinces) that place among the top ten on the PISA league tables. This is not because there is a statistically significant difference between the top ten and those that just missed the cut—that is not the case—but because we do not want to be accused of cherry-picking the top performers in the service of a pre-determined agenda.

It is important to point out that most of the top-performing countries we have studied are often the size, not of the United States, but of the average state within the United States. Our aim has been to provide research that individual states can use to match the performance of the best countries in the world.

A Focus on System Coherence and Performance

Why this focus on large-scale systems? Because, as we see it, research on the comparative performance of entire education systems is now the most important of all topics in education research. The steady advances in the global integration of labor markets has put the workers of all nations in direct competition with the workers of all the other labor markets, and advances in the automation of work have resulted in increasing competition between machines and people for the available jobs. These two forces are combining in high wage countries to greatly reduce the available jobs for people with the kinds of skills that, for a century or more, were more than adequate to support middle class families and greatly increase the demand for workers who have the knowledge and skills characteristic of professionals. Countries that redesign their education systems to adapt to this new reality will enjoy high standards of living and sustained political stability. Those that fail to do so, especially high wage countries like the United States, will experience steadily widening income disparities, problems competing with other countries, and growing political instability.

Because leaders are not interested in copying anyone, a research model that is designed to specify a model an adopter is supposed to copy whole hog will not work. The decision-maker instead wants information that can be used to design that state's own model, drawing on the experience of a variety of top-performing jurisdictions. That involves, at its best, a creative process in which the system designer puts parts and pieces together, often coming from different systems that he or she thinks will work in harness with each other. The designer knows that the likelihood that those parts and pieces will work well together will increase if the parts and pieces are designed on common principles. Those parts and pieces will have to be compatible not just with each other, but with the culture, history and politics of the state for which the design is being made. There will be no implementation unless stakeholders from many corners of the state help shape the design. The state will come up with its own 'secret sauce' to add to the parts and pieces that were derived from the study of top-performing systems.

What I have just described is based on an approach to systems' design developed by global American manufacturing companies in the late 1970s. At that time, U.S. companies were being bested by Japanese firms using methods that enabled them to produce higher quality products at lower prices than their American competitors and do it in less time than it was taking for the American firms to bring their products to market. Doing this kind of research well requires a complex, demanding approach. They, too, were not interested in copying anyone; their aim was to create manufacturing processes that would enable them to do even better than the Japanese. To do that, they would have to fully understand what their competitors were doing, and do it even better, in part by combining the best ideas of many competitors with each other and with their own ideas. The research on which the *9 Building Blocks* is based was done in this style of industrial benchmarking.

It follows that there is no country, state or province anywhere that is doing all of the *9 Building Blocks* perfectly as we describe in this document. They are a composite picture, drawn from our research to present an image of what a very high-performing system might look like if it were based on the best we have seen over the last quarter century, put together in a very coherent, internally consistent system, based on a consistent set of principles that inform all of the building blocks.

Why You Can Rely on Our Methods of Research and Analysis

Though we cannot with any precision say that a specific feature of the *9 Building Blocks* accounts for this or that proportion of the high achievement, equity or efficiency of a particular system, we are very confident that any country that does a good job of implementing the composite design represented by the *9 Building Blocks* will have a high-performing system. That is because 1) the principles underlying the design can be found underlying the designs of all the top performers, irrespective of national culture, history or politics, 2) when we look at American states, the ones at the top of the NAEP league tables look more like this composite picture than states that are not at the top of those league tables, 3) on the whole, the jurisdictions at the top of the PISA league tables have policies and practices more like those in the *9 Building Blocks* composite than American states, which typically perform at substantially lower levels, 4) countries that were not among the top performers that then joined their ranks are countries that have adopted policies and practices in the *9 Building Blocks* along the way and, 5) countries that were once among the PISA top performers, but subsequently dropped out of those ranks, are typically countries that have dropped policies and practices that are covered in the *9 Building Blocks* or introduced other policies that conflict with them. It is true that correlation is not cause, but, when you put all these facts together, they constitute, we think, a strong argument for

1. Provide strong supports for children and their families before students arrive at school

- Countries in which young children who come to school healthy, eager to learn and ready to profit from the instruction tend to be countries in which those children do well in school.
- Some countries have extensive government supports for pre-natal care, mother and child nutrition, universal health care, high quality child care for working mothers, high quality preschools and family allowances for families with young children.
- Others have little or no government programs of this sort, but do have cultures that work to provide many of the same kinds of supports.
- In countries that have neither of these, especially those that are experiencing large and growing disparities in income, many children come to school with disadvantages that are very difficult to overcome, even in the best of circumstances.

2. Provide more resources for at-risk students than for others

- Top-performing countries have made explicit decisions to create systems in which all students are educated to standards formerly reserved only for their elites.
- Policymakers in these countries know that, if less advantaged students are going to achieve at league-leading levels, they will have to have access to more resources than students who come to school with greater advantages.
- Most of these top-performing countries are providing more teachers to harder-to-educate students. Some are even providing strong incentives to their best teachers to work in classes and schools serving students from low-income and minority families.

3. Develop world-class, highly coherent instructional systems

- Top-performing systems typically have well-developed, highly coherent and very demanding instructional systems for all students that incorporate student performance standards, curriculum and assessments, as well as the use of instructional methods appropriate to the goals and standards of instruction.
- Top-performing countries are constantly benchmarking their standards, curricula and assessments to other leading countries.
- The standards might be expressed as stand-alone statements about what students should know and be able to do or might be incorporated in syllabi for courses, which would include all the courses in the core curriculum as well as the native language, (almost always) English, sometimes other foreign languages, mathematics, the sciences, technology, their own history, world history, often geography, music and the arts, and physical education.
- In top-performing countries, the standards for these courses typically emphasize the acquisition of
 - A wide range of complex knowledge,
 - Deep conceptual understanding of the subjects studied,
 - The ability to write well,
 - The ability to synthesize material from many disciplines to address real-world problems, and
 - Strong analytical capacity and creative and innovative capacity.
- Ministry officials develop strong curriculum frameworks designed to specify in some detail what topics are to be taught at which

- Top-performing countries recruit their teachers from the top ranks of high school graduating classes, most in the top third to top quarter. Finland recruits from the top 10 percent, South Korea from the top 5 percent.
- Teacher training programs are highly selective, with admission rates in many top-performing countries ranging from 10-15 percent.
- Admissions screens are rigorous and comprehensive and take into account:
 - Academic qualifications (class rank, grades, scores on admissions exams)
 - Reliability to students (sometimes through observation)
 - Passion for teaching (through interviews with expert educators)
- Top performers develop very rigorous requirements for mastery of the subjects the prospective teacher will teach.
- At least a year is given over to mastery of the craft of teaching, either during teacher preparation or the first year of employment as a new teacher serves as an apprentice of a Master Teacher.
- The top-performing systems do not allow, much less encourage, “alternative routes” into teaching that bypass these rigorous requirements.
- Teachers in preparation programs are required to study research methods, enabling them to determine the effectiveness of their own work developing and implementing improved curriculum, instruction and assessment in their schools.
- Instruction for these prospective teachers is emphasized in both diagnosis and prescription as a key part of the teacher preparation curriculum, to identify why students are not learning and developing strategies to address the causes.
- Teacher education is housed in top research universities, typically producing a surplus of first-rate teachers.
- Beginning teacher compensation is set at about the same level as compensation for beginning engineers.
- Very aggressive career ladders are created that increase compensation, responsibility, authority and autonomy, and higher status as teachers progress through their careers.

6. Redesign schools to be places in which teachers will be treated as professionals, with incentives and support to continuously improve their professional practice and the performance of their students

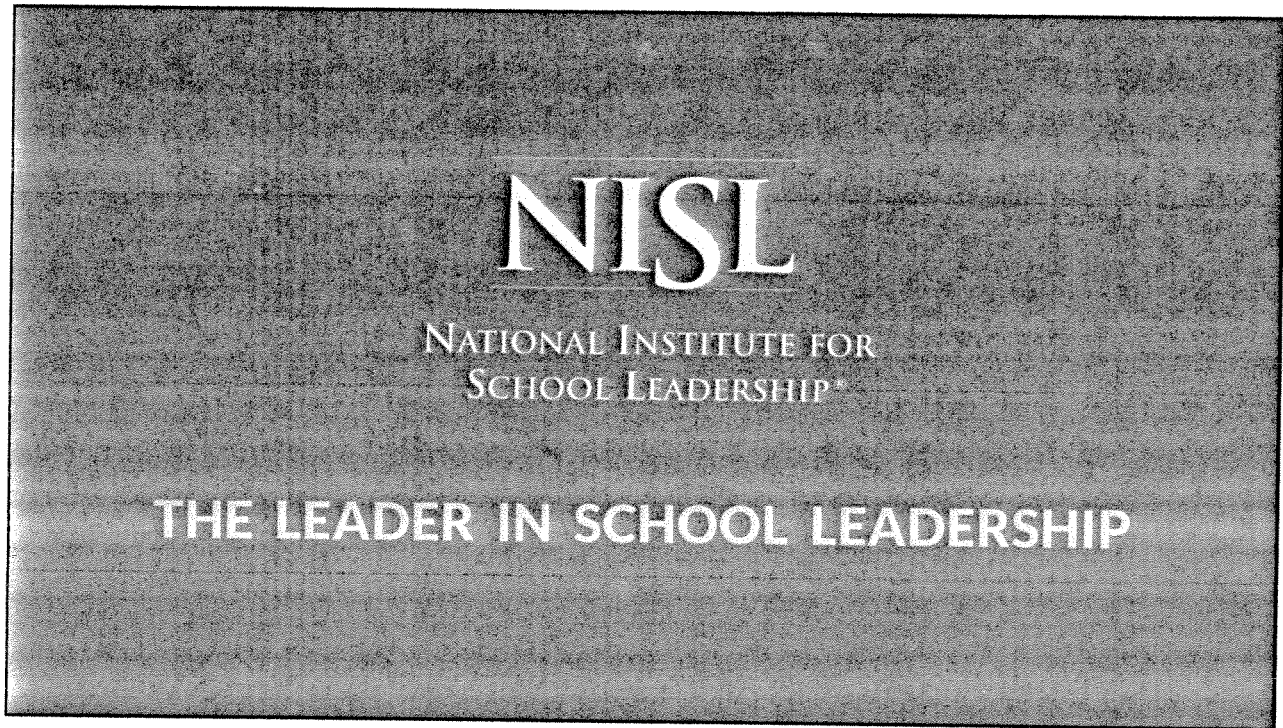
- Improving the competence of currently serving teachers is a priority as depending solely on newly trained teachers results in delayed improvement.
- Career ladders are created that develop the skills of the current teacher workforce and establish a culture and organization that supports continuous improvement of the school as a whole.
- The career ladders have four levels, each level of which is broken down into four or more steps. All except those at the top of the career ladders have teacher mentors.
- Teachers at the upper levels of the teacher career ladder:
 - Serve as mentors to new teachers and others lower on the ladder
 - Identify areas in which the curriculum and instruction methods need to be improved

8. Create a leadership development system that develops leaders at all levels to manage such systems effectively

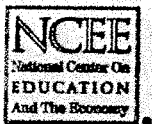
- Successful systems identify and develop leaders who can:
 - Get broad agreement on demanding goals for both the students and the staff,
 - Build the career ladders,
 - Recruit a highly capable staff, and finally
 - Create a culture in the school founded on the belief that effort determines student achievement and it is the obligation of schools to get all students to high levels of performance, no matter what.
- Systems seek out and develop school leaders with a combination of strategic skills, self-knowledge, patience, drive, management skill, ethical roots, moral qualities and knowledge based on what is known world-wide about the management of professionals.

9. Institute a governance system that has the authority and legitimacy to develop coherent, powerful policies and is capable of implementing them at scale

- To develop a modern, high performance education system with high and internationally competitive levels of student performance and high levels of equity at reasonable cost depends on having an institution comparable to a typical ministry of education in a high-performing country.
- In top-performing systems, either at the state or national level, there is a place where the buck stops that has responsibility for all policymaking or management functions directly related to education and can be held accountable for the design and functioning of the system as a whole.
- In effective systems, education professionals in the ministry are responsible for planning and proposing policies that can then be debated by the responsible elected officials, and are then responsible for carrying out the decisions their legislatures make.



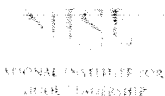
THE LEADER IN SCHOOL LEADERSHIP



Researching the world's best performing education systems for over 25 years



- ✓ A division of the not-for-profit NCEE
- ✓ The leading curriculum—More than 12,000 trained
- ✓ 13 State DOE partnerships
- ✓ Selected for two major US DOE Studies
- ✓ Three independent studies show student gains
- ✓ Recognized by BRT and Wallace/RAND



NISL IS A PROVEN PROVIDER UNDER ESSA

NISL is the only “professional learning activity” for principals found to increase student achievement and to meet the ESSA Tier II level of evidence.

*School Leadership Interventions Under the Every Student Succeeds Act
The RAND Corporation, 2016, with support from the Wallace Foundation*

NISL is the only “professional learning” program with research meeting WWC criteria with a positive impact on student achievement.

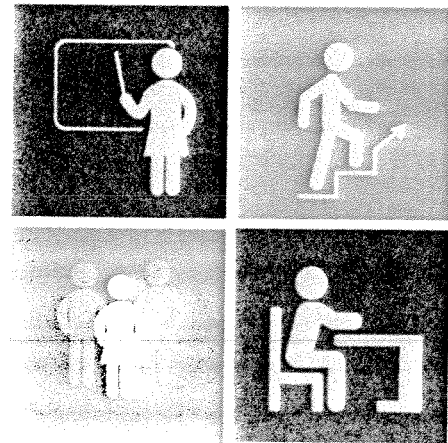
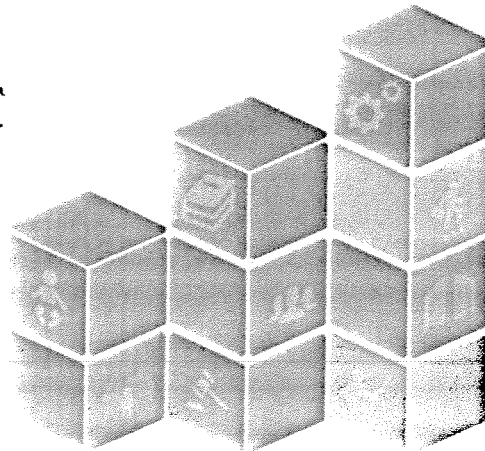
*Principal Talent Management According to the Evidence: A Review of the Literature
AIR, 2016, with support from the George W. Bush Institute*

NISL is the only school leadership program recognized by the Business Roundtable for its impact on student achievement, capacity for scalability, and support of rigorous college and career- ready standards.



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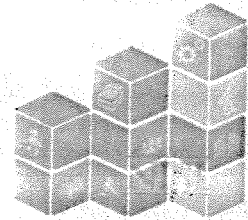


District System Design Partnership
to achieve equity and excellence for all students

WHAT DO THE TOP PERFORMING SYSTEMS HAVE IN COMMON?

THE NINE BUILDING BLOCKS

1. Strong supports for children and their families
2. Resources for at-risk students
3. World-class, coherent instructional systems
4. Gateways for students, with no dead ends
5. Highly qualified teachers
6. Professional work structures in which teachers are treated as professionals and continually improve their practice
7. Effective system of career and technical education and training
8. A leadership development system
9. Governance system that can develop coherent, powerful policies



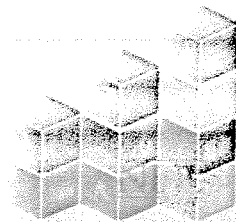
SYSTEM DESIGN

“Your system is perfectly designed to produce the results you’re currently getting”

Districts Systems Need to Be Designed for
Top Performance

&

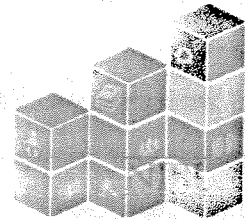
Leaders Need to Design and
Lead these New Systems



THE DSDP

Raising student achievement through leadership and system design

- ✓ Create a unified leadership team through a shared understanding of where your district is and where it's going
- ✓ Strengthen leadership through research on top-performing systems
 - ✓ Build leadership skills through a strategic thinking framework that deliberately anticipates and plans for system opportunities and challenges
- ✓ Design your district to efficiently and equitably increase learning and achievement



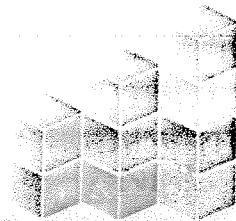
THE DSDP

Building Your DSDP Leadership Team

The superintendent creates the DSDP leadership team based on the current context and needs of the district. Members may include:

- ✓ Superintendent
- ✓ Key administrators
- ✓ Building-level leaders
- ✓ University partners
- ✓ School board members
- ✓ Teachers' association leaders
- ✓ Community stakeholders, including foundations, elected officials, parents, ministerium

At least 20 and not more than 35 members



THE DSDP

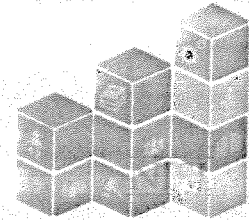
Twelve months process towards high performance

Phase 1 (6 months) - Contextual analysis and deep learning

- ✓ ½ -day orientation session
- ✓ Four 2-day sessions about four to six weeks apart
 - Session 1: 9 Building Blocks; System Design; Strategic Thinking Framework
 - Session 2: High-Quality Aligned Instruction with Qualification Systems
 - Session 3: High Quality Teachers and Teaching
 - Session 4: High-Performance Leadership, Organization and Management
- ✓ Ongoing analysis through diagnostic tools, document reviews, classroom visits, observations, etc. to develop a comprehensive, shared understanding of District context

Phase 2 (6 months) – System design work

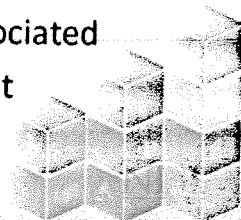
- ✓ Four 1-day sessions with NISL facilitators
- ✓ Work to be completed by Leadership Team members between sessions



THE DSDP

A Partnership Designed to Transform Leaders and Learning

- ✓ NISL will tailor the sessions and facilitate the learning according to the district team members' responses to the inquiry assignments
- ✓ NISL will assist the District in coordinating existing strategic plans, required state plans, and any pertinent school improvement plans associate wit federal and state ESSA compliance
- ✓ NISL will assist the District with any communication efforts associated with conveying the intent, content, and execution of the District System Design



THE DSDP

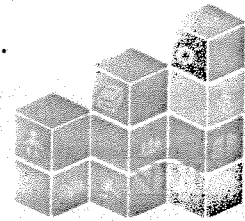
The Vital Roles of District Leaders

Superintendent

- ✓ Lead/co-facilitate some session components with the NISL facilitators.
- ✓ Work with NISL facilitators to ensure the DSDP sessions are planned in accordance with district priorities relevant to the DSDP curriculum.
- ✓ Provide feedback to the NISL facilitators after each session to inform the design of subsequent sessions.

District Team Members

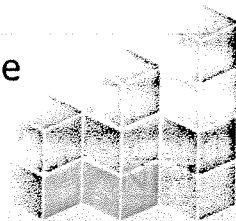
- ✓ The quality of the District System Design Partnership (DSDP) depends on each participant's active engagement.
- ✓ Complete reading/reflection assignments before the scheduled sessions.
- ✓ Submit "inquiry" responses/documents by due date
- ✓ Share your thinking. If you agree or disagree or find the conversation irrelevant to the District, say so and say why.

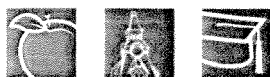


THE DSDP

Raising student Achievement through Leadership and System Design

- ✓ A unified leadership team through a shared understanding of where your district is and where it's going
- ✓ Strengthen leadership through research on top-performing systems
- ✓ Build leadership skills through a strategic thinking framework that deliberately anticipates and plans for system opportunities and challenges
- ✓ Design your district to efficiently and equitably increase learning and achievement





NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Heriberto Cordero
Date: 12/7/18
Re: SIG Agreement With WestEd QTEL
Proposed Meeting Date:

Executive Summary/ Statement: WestEd QTEL staff will assist the school in reviewing their program for English Learners and developing educator capacity to design and implement quality educational opportunities for all learners.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$2,235.29 per day for a total of \$189,999.70.

Funding Source & Account #: 2531-6294-56694-0016

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:

The license agreements address the district and school focus on improving student performance in both literacy and math. These are areas specifically addressed in our school improvement plan and the SIG grant as well.

2. What **specific need** will this contractor address?

WestEd QTEL staff will assist the school in reviewing their program for English Learners and developing educator capacity to design and implement quality educational opportunities for all learners.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:
See attached.

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

WestEd materials used in the professional development were created by Aida Walqui and the QTEL Team at WestEd. QTEL improves the capacity of teachers to support the linguistic, conceptual, and academic development of adolescent English learners, both immigrant and U.S.-born. QTEL's professional development offerings include sustained work with districts and schools as well as open enrollment institutes.

5. Is this a **new or continuation service**?

New

6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**

Administrators will implement the best programmatic instructional choices for all programs. This will maximize student learning and meet our ESSA goals and targets for students. Fair Haven School seeks to be a model school for Bilingual and EL programs for our district.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

No – QTEL is a sole source provider and creator of the QTEL program, professional development and instructional materials.

8. Why do you believe this agreement is **fiscally sound**? Yes



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
WestEd - QTEL
FOR DEPARTMENT/PROGRAM:
Fair Haven School

This Agreement entered into on the 5th day of January, 2019, effective (*no sooner than the day after Board of Education Approval*), the 5th day of January, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, WestEd located at, 730 Harrison Street, San Francisco, CA 94107 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$189,999.70.

The maximum amount the contractor shall be paid under this agreement: One Hundred Eighty Nine Thousand Nine Hundred Ninety Nine Dollars and Seventy Cents (\$189,999.70) at the rate of \$2,235.29 per day based on 85 total working days, with an estimated 50 days on-site, out of the 85 working days. 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 SIG **Program** of the New Haven Board of Education, **Account Number:** 2531-6294-56694 **Location Code:** 0016.

This agreement shall remain in effect from 01/05/2019 to 06/30/2019.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached.* WestEd QTEL staff will assist the school in reviewing their program for English Learners and developing educator capacity to design and implement quality educational opportunities for all learners. Please refer to Exhibit A for details.

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

Attached

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' 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.

Virgilio F. Tinio, Jr.

Virgilio F. Tinio, Jr. (Jan 9, 2019)

Contractor Signature

President

New Haven Board of Education

Jan 9, 2019

Date

Date

Virgilio F. Tinio, Jr. Contracts Manager

Contractor Printed Name & Title

Revised: 10/2/18



excellence in research, development, and service

December 13, 2018

Heriberto Cordero
Principal
Fair Haven PreK-8 School
164 Grand Avenue
New Haven, CT 06513
475-220-2600

Re: Sole Source for Quality Teaching for English Learners Professional Development

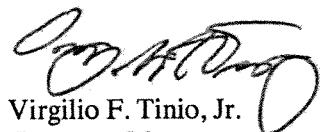
Dear Mr. Cordero,

WestEd is pleased to offer you Quality Teaching for English Learners (QTEL) professional development services. The materials used in the professional development were created by Aida Walqui and the QTEL Team at WestEd. QTEL improves the capacity of teachers to support the linguistic, conceptual, and academic development of adolescent English learners, both immigrant and U.S.-born. QTEL's professional development offerings include sustained work with districts and schools as well as open enrollment institutes.

QTEL also develops and pilot tests instructional materials and conducts studies of teacher professional development and interventions for English language learners. Currently only WestEd is the sole source provider and creator of the QTEL Program, professional development and instructional materials.

If you have any technical questions, please contact Leslie Hamburger at 415.615.3180, or via email at lhambur@wested.org. For contractual questions, please feel free to contact me at 415.615.3136, or via email at contracts@wested.org.

Regards,



Virgilio F. Tinio, Jr.
Contracts Manger

EXHIBIT A, SCOPE OF WORK

Quality Teaching for English Learners Services for Fair Haven K-8 School

Introduction

The Quality Teaching for English Learners (QTEL) initiative at WestEd partners with schools and districts to provide customized, research-based professional learning opportunities to develop the capacity of educators to serve English Learners (ELs) with rigor and excellence. This scope of work presents professional development and technical assistance services for Fair Haven K-8 School (FHS) to be provided by QTEL in the 2018 – 2019 school year.

Scope of Work

To acquire the complex skills needed to achieve in school and beyond, English Learners (ELs) must be apprenticed into academic and disciplinary practices while using a language that they are still developing. Yet to support simultaneous language and content learning requires major shifts in educator expertise and in pedagogy, including moving from a view of learning as an individual process to a socially engaged one; from language learning as the linear development of correct grammar and vocabulary to a non-linear, complex process focused on comprehension and communication; and from teaching language in and of itself to supporting students' participation in activities that develop disciplinary understanding, literacy, and language use at the same time (Walqui, 2012).

For this to happen, teachers need to develop the capacity to design and implement rigorous, generative instructional programs for all their students. Educators need to weave language, literacy and content instruction to accelerate the development of English Learners and all other students. To support Fair Haven School in building the expertise of educators to design, implement and monitor quality learning opportunities for English Learners, we propose to engage the school community in a multi-year plan of capacity building. This model proposes the following work for year one:

1. A review of English Learner programs and instructional opportunities at the school in order to determine capacity development and technical assistance needs,
2. Development of a comprehensive plan for professional learning, program support and instructional improvement to strengthen English Learner programs in the school.

Review of the Educational Opportunities Offered English Learners in Fair Haven School

Staff in the Quality Teaching for English Learners Initiative will engage a team of school leaders in a collaborative inquiry process to study the instructional opportunities offered English Learners in the school across a variety of program models currently in use. This effort will render an assessment of educational

needs and will determine areas for improvement and capacity building in the quality and structure of educational programs offered ELs. The EL Program Review will help inform programmatic and strategy decisions the school can undertake to strengthen its programs for English Learners. The review will include professional development recommendations for site staff to improve instructional opportunities offered ELs.

More specifically the review will:

- Consider the current status of instruction through multiple lenses including rigor, engagement, support, and quality of language and literacy development opportunities. The review will include the perspectives of multiple stakeholders: Central office staff, site administrators, teachers, parents, and students.
- Compare the current status of instruction with the learning opportunities that schools need to offer their students so that they develop deep and transferable skills.
- Focus on the demanding literacies students –both native speakers of English as well as second language learners- need to develop in order to be college- and career-ready.

Process for the EL Review:

The EL program review will be a collaborative mix-methods review of the English Learner programs at the site. WestEd staff will facilitate a three-part inquiry process (Figure 1) to determine the current status of educational programs and practices for ELs, areas for improvement and recommendations for next steps. This process will include collaborative and complementary processes carried out by WestEd EL experts.

First, QTEL staff will work with a site team of 8 – 10 instructional leaders in developing a clear vision for what constitutes quality practices for ELs in the 21st century. Next, we will engage the team in a guided process of data collection and analysis to enhance other data collected by WestEd staff. Finally, we will engage the leadership team in analyzing and interpreting the results and planning for next steps.

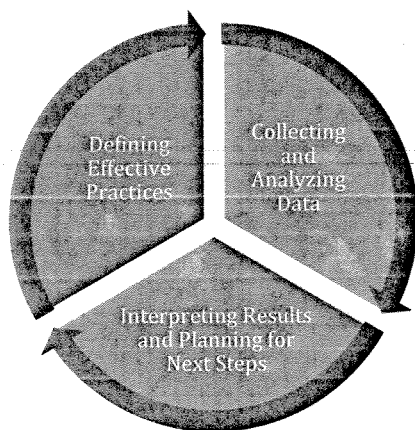


Figure 1: Collaborative Inquiry Process

This collaborative approach to the review of educational opportunities offered ELs will serve to develop a common vision and understanding of what constitutes quality practice with ELs and will build internal capacity to design, implement and monitor exemplary programs for ELs.

Phase 1: Launch for the EL Review

1. Launch of collaborative and complementary inquiry process
 - a. Task 1.1: *Design study protocols and evaluation instruments to address program review criteria and focus*
 - b. Task 1.2: *Conduct PD for Leadership team on effective practices for ELs*
 - c. Task 1.3: *Provide training on data collection processes and protocols to be used in collaborative activities*

Deliverables:

- Survey, interview and focus group instruments and protocols
- Tools and protocols for student shadowing and classroom observations to be conducted collaboratively with local leadership team
- Training sessions with leadership team to develop expertise and practice use of data collection protocols

Phase 2 – Data collection and analysis

1. Collaborative data collection about the teaching and learning experienced by English Learners with a focus on: curriculum and instruction, equity and access to rigorous educational opportunities, and school culture within which English Learners live their school days.
 - a. Task 2.1: *Conduct school visit representative of the school EL population. A variety of instructional models will be observed. During site visits, WestEd and local staff will gather data on instructional opportunities offered ELs. A random sample of classes will be observed using the Quality Teaching for English Learners protocols.*
 - b. Task 2.2 *Shadow EL students in different program models. WestEd staff will facilitate a process for site leaders to shadow a representative sample of ELs at the site to understand their educational experiences.*
2. Complementary data collection conducted by WestEd staff
 - a. Task 2.3: *Conduct review of curriculum and instruction documents. School staff will provide samples of lesson plans, instructional materials and curriculum guidance documents for review.*
 - b. Task 2.4: *Conduct surveys and selected interviews with key district and site personnel. Administer online surveys to teachers, paraprofessionals and students. Interviews with selected school and district staff will ask participants to discuss the quality of educational programs at the site, to describe the variety of instructional models, curriculum approaches, instructional materials, processes and structures for teacher*

professional development. Data gathered in interviews with key staff will be correlated to observational data and to documents reviewed.

- c. Task 2.5: *Collect extant administrative data to analyze student academic progress, attendance, performance and language growth*
- d. Task 2.5: *Conduct classroom observations in a representative sample of classes addressing all program models*

Deliverables:

- Facilitate collaborative data collection with the leadership team
- Administer online surveys for key stakeholders
- Conduct site visits for additional data collection to triangulate data collected collaboratively
- Collect and organize extant data sets

Phase 3 – Interpreting results, recommendations and planning

3. Analyze data collected collaboratively and by QTEL staff.
 - a. Task 3.1: *Code and analyze data from all data sources*
 - Code all qualitative data
 - Facilitate collaborative data analysis
 - Analyze all quantitative and extant data
 - Triangulate all data sources
 - b. Task 3.2: *Compare current status of program with research-based criteria to synthesize major findings*
4. Develop a summary of findings with recommendations for improvement and capacity building.
 - a. Task 4.1: *Develop report of key findings*
 - b. Task 4.2: *Identify high leverage strategies for improvement*
 - c. Task 4.2: *Present findings and recommendations to school personnel*
5. Develop plan for improvement.

Deliverables:

- Facilitate data analysis sessions with the leadership team to review data collected and identify trends.
- Prepare report on findings.
- Facilitate sessions for planning for improvement and capacity building
- Develop summary presentation on findings and recommendations for a variety of stakeholders

The EL Review will guide the design of a whole school model of capacity building to improve instructional programs and services for ELs at the school. After completing the review, we will engage in a whole school

professional development approach tailored to the needs of the staff and differentiated for different audiences.

Timeline for Activities Proposed

The calendar for activities will be agreed upon based on school calendars and QTEL staff availability. A possible schedule of events includes:

January – February 2019	<ul style="list-style-type: none"> ▪ Phase 1 <ul style="list-style-type: none"> ○ Develop tools and protocols ○ Project Launch ○ Complementary Data Collection
March 2019	<ul style="list-style-type: none"> ▪ Phase 2 <ul style="list-style-type: none"> ○ Collaborative data collection ○ Complementary Data Collection
April 2019	<ul style="list-style-type: none"> ▪ Phase 2 & 3 <ul style="list-style-type: none"> ▪ Complementary Data Collection ▪ Code and analyze data
May – June 2019	<ul style="list-style-type: none"> ▪ Phase 3 <ul style="list-style-type: none"> ▪ Code and analyze data ▪ Report on findings and recommendations for improvement ▪ Facilitate planning for improvement

Costs for Proposed Services

The fixed price cost for the scope of work proposed above is \$190,000. These fixed prices include all WestEd staff time, services and materials for carrying out the activities described above.

Not covered in the fixed price for the professional development services described above are the following:

- Participant time – costs for FHS staff to attend trainings.
- Locations – FHS will need to provide adequate facilities (classrooms, meeting rooms) for the training and meeting sessions.
- Supplies and Presentation Equipment – FHS will need to provide basic supplies (markers, poster paper, post it notes) and presentation equipment (LCD projector, audio speakers) in the training rooms during training and planning sessions.
- Meals – catering services provided to participants are not included in the price.



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.

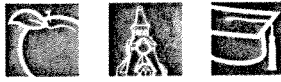
1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to 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



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Mary Derwin
Date: January 28, 2019
Re: Support for Pregnant and Parenting Teens, Women, Fathers, and their Families' (SPPT Program)
Proposed Meeting Date: January 28, 2019

Executive Summary/ Statement:

This project will focus on improving the health, education and social outcomes for teen pregnant and parenting students attending high schools & Adult Ed. The purpose of this program is to support the delivery of coordinated and comprehensive services to expectant and parenting teens, women, fathers and their families. The program uses a family centered multi-generational approach within two systems (high schools and community-based organizations) to support the education, health, and social needs of expectant and teen parents in order to achieve positive outcomes for them and their children.

Amount of Agreement: \$100,000.

Funding Source & Account #: Funding Source: State of Connecticut Office of Early Childhood

Contract #: 18OECSP01NHV Support for Pregnant and Parenting Teens, Women, Fathers, and their Families' (SPPT Program)

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:

This program will address district goals by assisting students with improving and taking responsibility for their academic learning through academic support in order for them to graduate from high school and become college and/or career ready. The program will provide social/emotional support to enable pregnant and parenting teens to develop cognitive strengths. This program will also leverage community resources for them and their families to ensure positive family impact in order for our students and their children to become the next generation of leaders.

2. What **specific need** will this contractor address?

This grant will provide funding for comprehensive services to address the needs of pregnant and parenting teens inclusive of health and medical assessments, case management, workforce development, nutritional education, and summer employment.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe:

N/A

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

This is a grant through the State of Connecticut from the Office of Early Childhood.

5. Is this a **new or continuation service**?

This is a new grant. The grant is applied for annually.

6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?**

The major goals of this program are to improve the health, education and social/emotional outcomes for pregnant and parenting teen students and their children and improve students' success as measured through completing high school, transitioning to secondary education or job training programs, ensuring their children meet appropriate developmental milestones, and reduce the incidence of second pregnancies.

The SPPT Evaluation will be performed through data collection and analysis of:

- Student and family info at entry/start of each program year
- Monthly reports on select SPPT activities and student attendance
- End of year/exit data on SPPT services and family outcomes
- Support for ongoing quality improvement efforts
- Annual site visits and student surveys/focus groups
- Annual reports and reflection sessions

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

This is not a professional development program. The project grant requires New Haven Public Schools to pay for the salary of the program coordinator/social worker.

8. Why do you believe this agreement is **fiscally sound**?

The program is fiscally sound because it provides \$100,000. to fund contracts that provide core services and practices that are critical to facilitate the long term self-sufficiency of young parents. This grant is further linked with other community programs in an additional 25% of in-kind services.



Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

STATE OF CONNECTICUT

OFFICE OF EARLY CHILDHOOD



Connecticut Office of
Early Childhood

Beth Bye
Commissioner

January 22, 2019

Ms. Mary Derwin
City of New Haven
New Haven Public School System
54 Meadow Street
New Haven, CT 06511

Contract #: 18OECST01NHV **SUPPORT FOR PREGNANT AND PARENTING TEENS, WOMEN, FATHERS AND THEIR FAMILIES (SPPT) PROGRAM**

Period: 10/1/2018 - 9/30/2019
Amount: \$100,000.00

Dear Ms. Derwin:

The accompanying documents are for execution of the Purchase of Service contract amendment referenced above. Carefully review all documents and, before the agreement is signed, let me know whether you have any changes. Please return a PDF of all documents to my e-mail address andrea.alexander@ct.gov **ASAP**. The following documents are included:

- **Part I, Description of Services**
- **Part II, Mandatory Terms & Conditions**
- **Signature & Approvals** - Please sign and date, preferably in blue ink.
- **Approved UCOA Workbook**

If you have any questions regarding this process please contact me at (860) 418-6986 or through e-mail at andrea.alexander@ct.gov. For questions regarding the program, please contact Jennifer Wilder at (860) 500-4429 or through e-mail at jennifer.wilder@ct.gov.

Sincerely,

Andrea C. Alexander

Grants and Contracts Specialist
Central Contracts Unit
Business Administration Unit at DMHAS
410 Capitol Avenue
Hartford, CT 06134
(860) 418-6986

Phone: (860) 500-4412 · Fax: (860) 326-0554
450 Columbus Boulevard, Suite 301
Hartford, Connecticut 06103
www.ct.gov/oec
Affirmative Action/Equal Opportunity Employer



Original Contract Number:	18OECSP01NHV
Amendment Number:	
Maximum Contract Value:	\$100,000.00
Contractor Contact Person:	Mary Derwent
OEC Program:	Jennifer Wilder
Tel:	(203) 980-5065
Tel:	(860) 500-4429

**STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised June 1, 2018**

The State of Connecticut OFFICE OF EARLY CHILDHOOD
 Street: 450 COLUMBUS BOULEVARD
 City: HARTFORD State: CT Zip: 06103
 Tel#: (860) 500-4412 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: CITY OF NEW HAVEN, NEW HAVEN PUBLIC SCHOOL SYSTEM
 Street: 54 MEADOW STREET
 City: NEW HAVEN State: CT Zip: 06511
 Tel#: (203) 980-5065

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term/ Effective Date	This Contract is in effect from 10/01/18 through 09/30/19 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 10-500 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	STATE OF CONNECTICUT OFFICE OF EARLY CHILDHOOD FAMILY SUPPORT SERVICES 450 COLUMBUS BOULEVARD HARTFORD, CT 06103	If to the Contractor:	NEW HAVEN PUBLIC SCHOOLS CITY OF NEW HAVEN 54 MEADOW STREET NEW HAVEN, CT 06511
	Attention: Aileen McKenna		Attention: Dr. Carol Birks

A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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9. Campaign Contribution Restrictions

PART I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the **SUPPORT FOR PREGNANT AND PARENTING TEENS, WOMEN, FATHERS AND THEIR FAMILIES (SPPT) PROGRAM** ("Program") and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

A. DEFINITIONS AND ACRONYMS. The following terms shall be used in this contract as defined below:

1. **Contract period:** October 1, 2018 through September 30, 2019.
2. **Caregiver:** an expectant or parenting teen residing in identified community enrolled in secondary education in the geographic area served by the Contractor. involved in the care of an Index Child
3. **Client or Family:** the unit of Caregiver(s) and Child(ren) enrolled in Program services.
4. **Assessment and Screening tools:** tools including but not limited to Revised Early Identification Tool ("REID"), Kempe Family Stress Inventory ("KFSI"), Hurt-Insult-Threaten-Scream ("HITS"), Parenting Interactions with Child: Checklist of Observations Linked to Outcomes ("PICCOLO"), Ages and Stages Questionnaire-3 ("ASQ-3"), Ages and Stages Questionnaire-Social Emotional 2 ("ASQ-SE-2"), Edinburgh and other tools identified by the Office of Early Childhood.
5. **ECIS:** OEC's Early Childhood Information System to be used for programmatic and statistical reporting.
6. **CQI:** Continuous Quality Improvement.
7. **Equipment:** machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of \$5,000.00 or more, or as revised by the Comptroller of the State of Connecticut.
8. **Assets:** computer, audio/visual, and electrical equipment valued less than \$5,000.00 per item.

B. DESCRIPTION OF SERVICES. Throughout the term of this contract, the Contractor shall operate the Program in the geographic area served by the Contractor.

1. The Contractor shall perform the following tasks:
 - a. Enter into Memoranda's of Understanding with Fair Haven Community Health Center and Family Centered Services Nurturing Families Network programs to dually enroll Caregivers in program services as appropriate;
 - b. Establish a local advisory committee of existing service providers and stakeholders in the community, including but not limited to school-based health clinics, home visiting providers, and child care providers. This committee will meet monthly to: 1) support the program; 2) catalog all existing services for pregnant and parenting teens; 3) disseminate information regarding resources; 4) coordinate services to support collaboration between community-based home visiting and school based services; and 5) develop linkages between community-based services and the school-based SPPT program leading to sustainable services;
 - c. Provide to all Clients an initial comprehensive risk assessment, subsequent re-assessments at least annually, and screenings using Assessment and Screening tools, on schedules as appropriate to each tool, as required by the OEC;
 - d. Make and coordinate referrals to the OEC Mind Over Mood program for services related to maternal depression and/or anxiety;

- e. **Client Core Services.** Provide Core Services to Clients that include:
- i. Flexible, quality schooling to help young parents complete high school: Provide flexibility in class schedules for medical and social service appointments and parenting responsibilities; develop evening, weekend and summer classes; link to on-line credit recovery courses; provide tutors for additional academic support;
 - ii. Case management and family support: Utilize a strength-based approach to build a trusting relationship with the young parents and their family; serve as liaison between student, school and home visiting services; and through school-based individual sessions and home visits help teen parents identify, set and work toward health, education and parenting goals;
 - iii. Father involvement services and support: Adopt policies, outreach strategies and support services to facilitate relationships between fathers and their children; assume all men want to be involved with their children; involve men as role models creating a "father-friendly" environment; provide fathers with peer support, family planning education, and parenting/co-parenting education; and
 - iv. Transitioning to post-secondary education and workforce development: Provide Caregivers with linkages to community colleges and four-year colleges, including tours, speakers and development of transition services; include workforce development, career planning and links to transition services within case management and life skills education;
- f. Collect demographic and benchmark data described herein as required by the OEC, including but not limited to educational information for all Families;
- g. Actively participate in all meetings and trainings as required by the OEC; including but not limited to Touchpoints, Family Development Credential, Ages and Stages Questionnaires, Ages and Stages Social Emotional Screening, Edinburgh Maternal Depression Screening, and HITS;
- i. Collect demographic and benchmark data described herein as required by the OEC, including but not limited to household information for all Families;
 - ii. Actively participate in all meetings as required by the OEC;
 - iii. Ensure that all personnel funded under this contract complete pre-service and in-service training as required by the OEC; and
 - iv. Purchase all training curriculum and materials as required by the OEC.
2. **OEC Site Visit.** The Contractor agrees to participate in an annual site visit by OEC Family Support Services staff to identify program implementation strengths and challenges. During the site visit, the performance of the Contractor and of its subcontractors shall be reviewed and evaluated with demographic and outcome metrics identified in Part I, Section C..

C. CLIENT-BASED OUTCOMES AND MEASURES.

1. The Contractor will be responsible for entering all outcomes-related data into ECIS on an ongoing basis. Outcomes reported by the Contractor are subject to verification using programmatic/statistical reports, administrative records and/or audit.
2. The Contractor will measure the following outcomes for Families initially enrolled in the Program during the contract period:
 - a. 85% of Caregivers will graduate from high school or receive a GED.
 - b. 75% of Caregivers will enroll in higher education and/or job training program(s)
 - c. 100% of children will be screened for developmental delays and referred to additional services if a delay is identified.
 - d. 100% of mothers will be screened for Maternal Depression
 - e. 100% of children will be up to date on immunizations per recommendations by the Federal Centers for Disease Control and Prevention.

D. REPORTING.

1. The Contractor shall submit all required reports, written or electronically as directed by the OEC, to the OEC's Program representative(s).
2. The Contractor further agrees to provide other reports concerning contracted services which the OEC may reasonably require. When such other reports are deemed regular and are not explicitly stated herein, the OEC shall notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification shall minimally include the required data, format, and date of submission for the report.
3. **Programmatic/Statistical Reporting**
 - a. The Contractor shall collect and provide real-time individualized or aggregate Client data to the OEC upon request;
 - b. At the request of the OEC, the Contractor shall provide all requested information and documentation in accordance with a time schedule provided by the OEC.
 - c. The Contractor shall not use or release individualized or aggregate Client data for the purpose of evaluation, research, or promotional activities without prior written approval by the OEC or with specific reference to an OEC publication or an OEC authorized research and program evaluation document or report.
 - d. The Contractor shall submit Program Status Reports for the Program, in a format(s) determined by the OEC, on the following schedule:

Reporting Period	Reports Due on or before
October 1, 2018 – March 31, 2019	April 15, 2019
April 1, 2019 – June 30, 2019	July 15, 2019
July 1, 2019 – September 30, 2019	October 15, 2019

4. Financial Reporting

- a. The Contractor shall submit to the OEC fiscal reports on forms provided by the OEC on the following schedule:

Reporting Period	Reports Due on or before
October 1, 2018 – March 31, 2019	April 15, 2019
April 1, 2019 – June 30, 2019	July 15, 2019
July 1, 2019 – September 30, 2019	October 15, 2019

- b. **Annual Audit:** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.
- c. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the OEC shall be reported to the OEC by the Contractor on the next Financial Report submitted after that interest income is earned. The Contractor agrees to follow the OEC's direction as to the disposition of such interest income.

E. PROGRAM ADMINISTRATION

1. Throughout the term of this contract, the Contractor shall operate the Program in accordance with the Requirements of Policy and Practice guidelines provided by the OEC's Family Support Services Division.
2. The Contractor shall provide Program services at the following locations during the standard hours of operation listed, excluding State and Federal holidays and facility closures: **54 Meadow Street, New Haven, CT, Monday-Friday 8:30**

am – 5:00 pm.

3. Throughout the term of this contract, the Contractor and/or its subcontractors shall staff the Program with the positions listed in the Contract Budget reporting tool.
4. The Contractor shall follow the work plan for each Program including timetable and staffing plan as approved by the OEC.
5. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the OEC as requested by the OEC, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the OEC, if requested, within 10 calendar days of receipt of such request.
6. The Contractor shall adhere to the minimum staff qualifications for each position and submit resumes for all Program staff including new hires to the OEC's designated representative.
7. **Notification of Changes in Personnel:** The Contractor shall immediately notify the OEC in writing whenever the Contractor intends to make or undergo changes in the following personnel:
 - a. key personnel, i.e., Chief Executive Officer, Chief Financial Officer, Program Directors and officers and members of the Contractor's Board of Directors.
 - b. program staff, positions and service personnel (program manager, clinical supervisor and home visitors) employed by the Contractor or its subcontractors as applicable to services funded under this Contract.

F. QUALITY ASSURANCE.

1. The Contractor shall convene and staff a SPPT Community Advisory Board subcommittee meeting of its Board of Directors in accordance with its bylaws during the contract period.
2. The Contractor's Community Advisory Board shall meet quarterly to assess implementation goals, progress, and effectiveness of the SPPT program and shall make recommendations to the Contractor's administrative and program staff.
3. The Contractor agrees to participate in any evaluation program as directed by the OEC.
4. Clients shall participate in a Program evaluation process by completing a client satisfaction survey as provided by the Contractor. A summary of these surveys shall be included in the Program evaluation report described herein.
5. The Contractor agrees to participate in a CQI Community of Practice hosted by the OEC.
6. The Contractor shall provide a local and community level CQI plan that includes SMART (Specific, Measurable, Achievable, Realistic, and Timely) goals and incorporates PSDA (Plan, Study, Do, Act) cycles for the program.
7. The Contractor agrees to comply with any and all applicable regulations adopted by the OEC or other Agencies pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.
8. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a Client, the Contractor hereby agrees to the following:
 - a. The Contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation and the State of Connecticut Department of Motor Vehicles that transport, or have the potential to transport, Clients; and
 - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

G. BUDGET AND PAYMENT PROVISIONS.

1. The OEC agrees to pay for the services provided and as described under this contract up to a maximum amount not to exceed \$100,000.00 for services delivered during the contract period.

2. **Payment Procedures.**

- a. Funds shall be released based on submission by the Contractor of programmatic and financial reports; the availability of funds; and the Contractor's compliance with the terms of the contract.
- b. When the OEC's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or underutilization of contract funds is likely to occur by the end of the contract period, the OEC may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
- c. **Payment Schedule.** The OEC will make payments on the following schedule:
 - i. The initial payment shall be made upon execution of the contract by both parties and approval of the same by the Office of the Attorney General.
 - ii. Subsequent payments shall be made on a calendar quarterly basis.

3. **Budget.** The Contractor agrees to utilize OEC funds in accordance with the budget contained herein. Budgets for Funding Periods not included herein shall remain the same as the included budget until and unless formally revised via the OEC's Budget Revision process or via formal amendment to this contract.

Effective Date: 1/3/2019

CONTRACT NUMBER: 18OEC SPT 01NHV \$ 100,000
 CONTRACT PERIOD: 10/01/2018 through 09/30/2019
 ST FISCAL YR (SFY): 2019
 PROVIDER: City of New Haven, New Haven Public Schools
 Approved by: CoppuccittiM

4000 INCOME		SPT	Total Income
Program Funding Period:		10/01/2018 through 09/30/2019	
		\$ 100,000 Total	
		12 months	
		Child 2-CFOA	
		93,500 Federal S	
4100 CONTRACT FUNDING	SID	\$ 100,000	\$ 100,000
4102 Federal/Other Funds	22489-OEC .007/19	\$ 100,000	\$ 100,000
4102 Federal/Other Funds		\$ -	\$ -
4306 In-Kind		\$ -	\$ -
TOTAL INCOME		\$ 100,000	\$ 100,000
5000 DIRECT EXPENSES		SPT	Total Expenses
5300 CONTRACTUAL SERVICES		\$ 85,909	\$ 85,909
5301 Medical Professionals		\$ 23,256	\$ 23,256
5303 Contracted Workers - Non-Payroll		\$ 42,840	\$ 42,840
5304 Other Contractual (specify in narrative)		\$ 19,813	\$ 19,813
5400 TRANSPORTATION		\$ 1,020	\$ 1,020
5401 Staff Travel Reimbursement		\$ 1,020	\$ 1,020
5500 MATERIALS AND SUPPLIES		\$ 5,706	\$ 5,706
5501 Food		\$ 534	\$ 534
5503 Equipment (Less than \$5,000)		\$ 1,533	\$ 1,533
5504 Other Mtrls and Sppls (specify in narrative)		\$ 3,639	\$ 3,639
5800 OTHER EXPENSES		\$ 495	\$ 495
5804 Staff Training and Conferences		\$ 495	\$ 495
5900 CLIENT SUBSIDIES		\$ 6,870	\$ 6,870
5901 Transportation		\$ 1,500	\$ 1,500
5905 Personal Items		\$ 55	\$ 55
5906 Other Client Subsidies (specify in narrative)		\$ 5,315	\$ 5,315
TOTAL DIRECT EXPENSES		\$ 100,000	\$ 100,000
7000 INDIRECT EXPENSES		SPT	Total Expenses
TOTAL INDIRECT EXPENSES		\$ -	\$ -
TOTAL EXPENSES		\$ 100,000	\$ 100,000
INCOME/EXPENSE SUMMARY		SPT	Total
TOTAL INCOME		\$ 100,000	\$ 100,000
TOTAL EXPENSES		\$ 100,000	\$ 100,000
EXCESS/(SHORTAGE)		\$ -	\$ -

4. Budget Variance.

- a. The Contractor may transfer funds from one category to another (except for equipment, personnel and fringe) in the agreed upon and approved budget included in this contract for a single component without prior notification of the OEC under the following conditions:
 - i. The amount by which a single category may be increased may not exceed **20% of the approved amount or \$5,000.00**, whichever is greater. This applies only to category amounts in the formally approved budget subsequently approved budget revisions.
 - ii. The Contractor may vary an individual salary or wage by no more than **15%** of the approved amount;
 - iii. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
 - iv. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.
 - v. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
 - vi. All such transfers shall be reflected on the next submitted financial report.
- b. The OEC requires the following changes in approved Program budgets to have prior written OEC approval by a formal budget revision and/or formal contract amendment:
 - i. Unused funds allocated to Salary and/or Fringe. Such unused funds that OEC does not allow to be transferred must be returned to OEC by **October 31, 2019**.
 - ii. The purchase of an item of equipment not approved in the original budget.
 - iii. A transfer that involves an increase of an approved category amount by more than **20%** or **\$5,000.00**, whichever is greater.
 - iv. A transfer which involves an increase in salary or wages by more than 15%.
 - v. Any increase in compensation for services under a third party contract.
 - vi. Any transfers of funds from one component to another.
 - vii. Any transfer of budgeted Program income or food reimbursement.
- c. The OEC shall respond to a properly executed request within 45 days of receipt.
- d. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the contract has ended, except that the OEC may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report shall show all category overruns. Costs incurred after the end of the budget period shall be disallowed except those which the OEC has expressly approved in writing and in advance.

6. Unexpended Funds:

- a. Whenever the OEC determines from its review of the Contractor's audited annual financial statements and program operations that the total paid under this contract, together with applicable program income from other sources, exceeds the total expenses of the program, such excess income shall be deemed by the OEC to be unexpended funds. If the Contractor is not required to submit audited annual financial statements, the OEC may utilize the final annual financial report to determine the existence and amount of unexpended funds.
- b. Unexpended funds shall be identified by and returned to the OEC in the following manner:

- i. Funds paid to the Contractor shall be identified by the OEC’s “Special Identification Number” (SID). The payments made by the OEC shall be compared to the expenses reported by the Contractor, by SID as noted on the “Schedule of Expenditures of Financial Assistance” or other similar schedule(s) as required by the State Single Audit acts.
- ii. If the Contractor is not required to file Single Audit Reports, the OEC may utilize the Contractor’s Annual Financial Report to determine any unexpended funds.
- iii. If payments made by the OEC exceed the expenses reported, the OEC may recoup such payments by requesting payment from the Contractor by check or other means as determined by the OEC.
- iv. The Contractor shall return to the OEC the amount of unexpended funds subject to recoupment not later than thirty (30) days after receipt of written notice from the OEC that such amount is due.

7. Equipment and Assets (“E & A”).

- a. E & A purchased by the Contractor or any subcontractor, in whole or in part, with funds provided by the OEC under this contract shall be considered the property of the OEC. E & A shall be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases shall be considered to be the property of the Contractor. E & A to be purchased for the program with OEC funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form.
- b. The following provisions apply to E & A purchases made in full or in part with OEC funds:
 - i. The Contractor shall obtain the prior approval of the OEC either through the contract application budget or a budget revision. Each piece of equipment or asset to be purchased and their costs must be clearly itemized;
 - ii. The Contractor shall obtain three competitive bids for equipment with the purchase to be made from the lowest qualified bidder;
 - iii. The Contractor shall maintain an inventory, including item, date of purchase, contract number, and funding identification, of all equipment and assets purchased with OEC funds; and
 - iv. As part of its annual audit statement, The Contractor shall submit verification by the auditor of the continued possession of all E & A purchased with OEC funds.
 - v. Any item of equipment or any asset purchased with OEC funds shall not be discarded or sold or removed from the inventory without the prior written approval of the OEC.
- c. If OEC funding to the Contractor is terminated or not renewed, the OEC shall determine the manner of the disposition of all E & A purchased in full or in part with OEC funds by:
 - i. Permitting the Contractor to retain and use the E & A;
 - ii. Allowing the Contractor to sell the E & A and return the proceeds to the OEC, minus an agreed upon amount to compensate for the costs of selling the E & A; or
 - iii. Returning the E & A to the OEC.

H. SUBCONTRACTED SERVICES.

- 1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms / Total Value

2.
 - a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the OEC before finalizing any subcontract arrangement.
 - b. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; process of notification of changes to subcontractor funding, process for contract resolution between the contractor and subcontractors; and (4) provide assurances to the OEC that the proposed subcontract contains the terms specified in subsection 3 below.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
 - a. Client-Related Safeguards (Section B);
 - b. Contractor Obligations (Section C) – specifically: Federal Funds, Audit and Inspection of Plant, Places of Business and Records, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contactor, Indemnification [of the State], Insurance, Sovereign Immunity; Compliance with Law and Policy, Facilities Standards and Licensing, Representations and Warranties, Protection of Confidential Information, Litigation;
 - c. Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and
 - d. Statutory and Regulatory Compliance (Section E).
4. The Contractor agrees to be responsible to the OEC for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the OEC, for the subcontractor's performance.
5. The Contractor shall retain the OEC's written approval and each subcontract in the contract file.
6. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor shall be paid or reimbursed by the OEC unless the OEC, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the OEC Commissioner or his/her designee pursuant to C.G.S. § 4-8. The OEC, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

I. PROCEDURE FOR TERMINATION.

1. **Termination by the OEC.** In addition to the sections in Part II of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:
 - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - b. If the OEC so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the OEC in the manner and to the extent directed by the OEC all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the OEC shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;
 - c. Complete the performance of the work that has not been terminated by the Notice of Termination; and
 - d. Be entitled to payment for services agreed upon by the parties and rendered to the OEC's satisfaction through the effective date of termination.

2. **Reduction of Services or Termination by the Contractor.** In the event that the Contractor terminates this contract, closes, reduces services or relocates any program funded under this contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the OEC does not offer funding for the subsequent fiscal year, then pursuant to Part II D. 7. of this Contract, the OEC and the Contractor shall negotiate and resolve the following issues:
- a. the time lines for closure of the program;
 - b. closure of admissions and the transfer of clients remaining in the program at the time of closure;
 - c. the amount of any final payments due the Contractor or refunds due the OEC; and
 - d. the transfer or storage of all program records pursuant to the requirements of the Federal Confidentiality Regulations, 42 CFR Part 2;
 - e. the disposition of property and equipment in which the OEC has a financial interest pursuant to the requirements of Regulations of Connecticut State Agencies, Sections 17-226d-4(i), (1) & (2) including Bond Fund Award liens and obligations;
 - f. notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and
 - g. any other issues pertinent to the specific situation causing the reduction or termination of services.
- G. **SEVERABILITY.** If any section of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that section. The remainder of this contract shall be enforced to the fullest extent permitted by law.

PART II. TERMS AND CONDITIONS. The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.
2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
5. **"Client"** shall mean a recipient of the Contractor's Services.
6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
10. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.

Rev. June 1, 2018

15. "State" shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. "Termination" shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103c, inclusive, 19a-216, 46b 120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
 - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section D.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

- (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
- (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.
8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
- (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
- (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
- (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
- (i) confidentiality of any part of or all of the bid or
- (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide
- (1) a certificate of insurance,
- (2) the declaration page and
- (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured.
- The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

- (e) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.
12. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
 - (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
 - (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
 - (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
13. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
14. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
15. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
16. **Representations and Warranties.** Contractor shall:
- (a) Perform fully under the Contract;

- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
 - (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
17. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
19. **Protection of Confidential Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) (The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
21. **Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
 - (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or

proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - a. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - b. no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - b. The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
 - c. The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching

party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
- a. withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - b. temporarily discontinue all or part of the Services to be provided under the Contract;
 - c. permanently discontinue part of the Services to be provided under the Contract;
 - d. assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - e. require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - f. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - g. any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property.

Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996. INTENTIONALLY OMITTED

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. Non-discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

Campaign Contribution Restrictions. For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state

contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
 Rev. 1/11
 Page 1 of 2



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Sergio Rodriguez AMENDMENT #: 2
GRANT # if applicable: N/A AGREEMENT #: 95265010

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: DATE: 1/15/2019

FUNDING SOURCE FOR AGREEMENT:

ACCT # FOR AGREEMENT:

ORIGINAL AMOUNT OF AGREEMENT: \$39,200.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$39,200.00

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 26,947.64

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$66,147.64

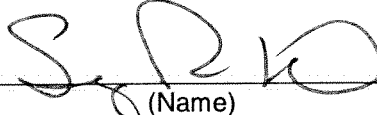
FUNDING SOURCE & ACCT # FOR AMENDMENT:

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is needed to extend the agreement and the payroll withholdings, and to change the funding source from Title 1 Carryover to McKinney Vento Grant Account # 2503-5027-56694, starting February 25th, 2019 to June 28th, 2019.

The following changes are to be made in the **Compensation** section:

1. A daily rate of \$280.00 per 7 hour day for 89 days, for a total of \$24,920.00 will be paid to the contractor.
2. The FICA withholding shall be \$ 1,858.18, and the Workers Compensation withholding shall be \$169.46.
3. The total amount of this amendment is \$26,947.64 and the maximum amount the contractor shall be paid under this agreement \$24,920.00.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  (Name) 1/18/19 (Date)

(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Sergio Rodriguez AMENDMENT #: 1
GRANT # if applicable: N/A AGREEMENT #: 95265010

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Title 1 DATE: 8/2/2018

FUNDING SOURCE FOR AGREEMENT: Title 1

ACCT # FOR AGREEMENT: 2531-5201-56694-0000

ORIGINAL AMOUNT OF AGREEMENT: \$40,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$40,000.00

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$800.00

_____ INCREASE OR X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$39,200.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2531-5265-56694-0000

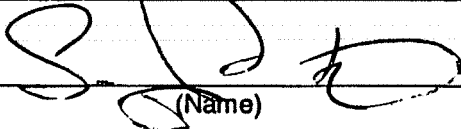
DESCRIPTION AND NEED FOR AMENDMENT: This amendment is needed to correct the total value of the agreement and the payroll withholdings, to change the funding source from Title 1 to Title 1 Carryover and to add clarifying language regarding the rate of payment.

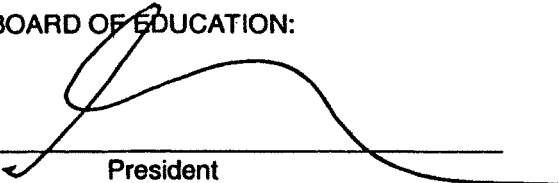
The funding source is to be changed from Title 1 2531-5201-56694-0000 to Title 1 Carryover 2531-5265-56694-0000

The following changes are to be made in the Compensation section:

1. The amount of "\$1,400 per week" shall be changed to "\$280.00 per 7 hour day or pro rata portion thereof" and the term of "28 weeks" shall be changed to "140 days"
2. The FICA withholding shall be reduced from \$3,060.00 to \$2,998.80 and the Workers Compensation withholding shall be reduced from \$272.00 to \$266.56.
3. The total amount of the agreement shall be reduced from \$40,000.00 to \$39,200.00 and the maximum amount the contractor shall be paid under this agreement shall be reduced from \$36,668.00 to \$35,934.64

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  8/2/18
(Name) (Date)
Contract Employee
(Title)

NEW HAVEN BOARD OF EDUCATION:
 9/12/18
President (Date)

AGREEMENT NO. 95265010

AGREEMENT By And Between The New Haven Board of Education AND

Sergio Rodriguez

FOR DEPARTMENT/PROGRAM:

Office of Youth, Family and Community Engagement/Title I Program

This Agreement entered into on the 23rd day of July, 2018, effective (no sooner than the day after Board of Education Approval), the 24th day of July, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Sergio Rodriguez, located at 142 Judwin Avenue, New Haven CT 06515 (herein referred to as the "Contractor").

Fiscal support for this Agreement shall be by **Title I Program** of the New Haven Board of Education Account Number: 2531- 5201 – 56694- 0000 for \$40,000.00.

SCOPE OF SERVICE:

This agreement is established in response to the Federal mandate, which requires school districts receiving Title I monies to provide and designate a point of contact for all youth residing in and out of home care through the state child welfare agency Connecticut Department of Children and Families (CT-DCF), ensuring the educational stability of children in foster care throughout the district. This contract also supports the requirements of the federally mandated McKinney Vento Act that ensures district supports for homeless and unaccompanied youth.

The contractor will work with New Haven Public Schools Office of Youth, Family and Community Engagement as it's point contact (POC) for DCF, their families and other community-wide agencies serving foster, homeless and unaccompanied youth, collaborating efforts to comply with the Federal mandates and increase access to school placement and youth's educational stability and success.

Specifically, the contractor will be expected to:

- Be the District Point of Contact for NHPS and collaborate and coordinate with the points of contact for the Connecticut Department of Education (CSDE) and the Department of Children and Families (DCF)
- POC will coordinate all notifications, records and other necessary data regarding children placed in out of home care and/or moved in the foster care system, who are entitled to receive their education within or by the NHPS district
- Support NHPS in developing a tracking system designed to facilitate all necessary requirements for enrollment of students into the NHPS, i.e., transfer records,

immunization and medical records, IEP and Section 504 plans. The POC will assist in expediting the transfer of this information (from SDE, when appropriate) through developing a collaborative of key community partners to assist in expediting the children's placement in a classroom; to include coordination of transportation, as necessary

- Identify needs and coordinate training sessions in collaboration with YFCE to NHPS staff on topics addressing the needs of both children in foster care and the McKinney Vento students
- Coordinate all recommendations for trainings for both youths in foster care and foster parents as well as those homeless and undocumented youth (McKinney Vento families)
- Design and present to NHPS administration a Case Management Support model for both youths in foster and homeless youth and assist with the implementation approved by the NHPS administration through staff trainings
- Ensure the identification of unaccompanied minors; working with YFCE to develop activities and events that improve and expand partnerships and the safety net with both the community providers and the community residents as resources. A community wide forum for families and community providers will be hosted by NHPS under this contractor's coordination
- Collaborate with Parent Engagement and Dropout Prevention Coordinators and other designated appropriate NHPS staff to ensure services aligned with ESSA and McKinney Vento
- Maintain liaison with CSDE and implement any new technology and tracking tools to enhance the compliance with these Federal funding sources


Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$1,400.00 per week** for up to a maximum of **28 weeks**. As a contracted employee, the following payments will also be included in this contract: FICA/Medicaid (7.65%) for a total of \$3,060.00; Workers Compensation (.68%) for a total of \$272.00. The maximum amount the contractor shall be paid under this agreement: Thirty Six Thousand Six Hundred Sixty Eight Dollars (\$36,668.00). The total amount of this agreement shall not exceed: **Forty Thousand Dollars (\$40,000.00)**. Compensation will be made upon submission of **an itemized invoice which includes a detailed description of work performed and date of service.**


This agreement shall remain in effect from **July 23, 2018** to **June 30, 2019**.

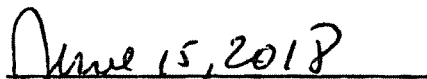
APPROVAL: This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

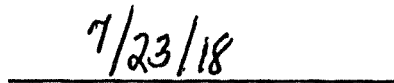
HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.


Contractor Signature


President
New Haven Board of Education


Date


Date


Contractor Printed Name & Title

Revised: 7/17



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Arthur Edwards
Date: January 25, 2019
Re: Boys and Girls Club Agreement
Proposed Meeting Date: February 19, 2019

Executive Summary/ Statement: Approval is requested for an Agreement by and between the New Haven Board of Education and The Boys and Girls Club, New Haven CT to provide after school programming for students at Truman School and Bishop Woods School.

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

Truman School - \$875.00 for up to a maximum of 8 months (**\$7,000**) for services at Truman. Sessions will be 3 hours in length, running from 3:00pm to 6:00pm on all days that school is in session for students per the NHPS ten month calendar.

Bishop Woods School - \$400.00 per session., for up to a maximum of **137 days**, for services at **Bishop Woods (\$54,800)**. Each Sessions will be 1.5 hours in length, running on all days that school is in full session for students per the NHPS ten month calendar. The program will serve up to 50 students.

Total amount: \$61,800.00

Funding Source & Account #:

21 Century After School Grant Cohort XIII, **2579-6178-56694-0029 (\$7,000.00) pending receipt of funds**

21 Century After School Grant Cohort XVI, **2579-6273-56694-0043 (\$54,800.00) pending receipt of funds**

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals:
 - Participants engage in high-quality programming in which they feel physically and emotionally safe, receive support and recognition from caring staff.
2. What **specific need** will this contractor address?

After School enrichment programs, such as the Boys and Girls Club, are considered essential services and provide safe supervised activities and provide supplemental resources to NHPS students Boys and Girls Club participants are provided activities which enhance their abilities to achieve Academic Success, develop Good Character & Citizenship and lead Healthy Lifestyles.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe: The Boys and Girls Club was selected by the schools as a lead partner for the 21st Century program. This partnership was approved by CSDE as part of the competitive application process.
4. What **specific skill set** does this contractor bring to the project? The Boys and Girls Club has worked with New Haven's students as part of several evaluated school programs for several years. Rigorous evaluations by the 21st Century after school program have continuously validated the Boys and Girls Club program. The Boys and Girls Club have demonstrated an ability to engage and encourage our students in meaningful and engaging activities which focus on community service, education, life skills, and health and fitness while showing a strong commitment to the students and families of New Haven Public Schools.
5. Is this a **new or continuation service**?
This is a continuation of service with a dependable vendor at a reduced cost. An alternative contractor would cost significantly more for similar services at Truman and Bishop Woods Schools.
6. **Evidence of Effectiveness:** How will the contractor's performance be evaluated?
The program will be evaluated based on the grantor assessment tool.
Past grantor assessments have been favorable, indicating that students are engaged in meaningful enrichment activities and that program staff interact with students in an effective manner.
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? N/A
8. Why do you believe this agreement is **fiscally sound**?
This Agreement provides high quality programming from a well-known and reputable vendor at a reasonable cost for both NHPS sites.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
The Boys and Girls Club, New Haven CT

FOR DEPARTMENT/PROGRAM:
Youth, Family, and Community Engagement

This Agreement entered into on the 1st day of October, 2018, effective (*no sooner than the day after Board of Education Approval*), the 1st day of October, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Boys and Girls Club located at, 253 Columbus Ave, New Haven CT 06519 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$875.00** for up to a maximum of **8 months** for services at **Truman (\$7,000)**. Sessions will be 3 hours in length, running on all days that school is in full session for students per the NHPS ten month calendar. The program will serve up to 7 students.

The Board shall pay the contractor for satisfactory performance of services required the amount of \$160.00 per hr., for up to a maximum of **137 days** of for services at **Bishop Woods (\$54,800)**. Sessions will be 1.5 hours in length, running on all days that school is in full session for students per the NHPS ten month calendar. The program will serve up to 50 students.

The maximum amount the contractor shall be paid under this agreement: sixty-one-thousand eight-hundred dollars and no cents (**\$61,800.00**). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, date of service and a record of attendance for each program day.

Fiscal support for this Agreement shall be by 21 Century After School Grant **Program** of the New Haven Board of Education, **Account Number:**

21 Century After School Grant Cohort XIII, 2579-6178-56694-0029 (\$7,000.00)

21 Century After School Grant Cohort XVI, 2579-6273-56694-0043 (\$54,800.00)

This agreement shall remain in effect from October 1, 2018 to June 30, 2019.

SCOPE OF SERVICE: Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).

The contractor shall provide an afterschool program at their facility located at 253 Columbus Avenue, New Haven, for the students of Truman school. Sessions will be 3 hours in length, running from 3:00pm to 6:00pm on all days that school is in session for students per the NHPS ten month calendar. The program will serve up to 7 students.

The contractor shall provide an afterschool program at Bishop Woods School, located at 1481 Quinnipiac Ave, New Haven, for the students of Bishop Woods School. Sessions will be 2.5 hours in length, running on all days that school is in full session for students per the NHPS ten month calendar. The program will serve up to 60 students. Staff, supplies, games, data collection, and consumables are included in the cost.

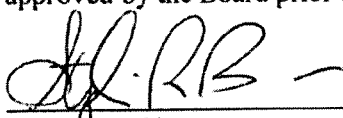
Exhibit A: Scope of Service Attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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: 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

12/14/18

Date

Date

Stephanie Barnes

Contractor Printed Name & Title

Revised: 10/2/18



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



GREAT FUTURES START HERE.

September 18, 2018

Scope of Services

**21st Century Program at the Boys & Girls Club of New Haven
for Students at Bishop Woods Architecture & Design Magnet School**

Grant Period October 2018 – May 2019

Submitted by: Stephanie Barnes, Executive Director

The Boys & Girls Club of New Haven (BGCNH) is delighted to assume a fundamental role in the partnership of New Haven Public Schools (NHPS) and Bishop Woods Architecture & Design Magnet School for the 21st Century Community Learning Center after-school program.

BGCNH helps young people navigate challenges and provides them with support to overcome daunting obstacles; build their resiliency skills; and strengthen their academic, behavioral, and social competencies. Every day at out-of-school-time programs across New Haven, the caring and committed BGCNH team provides experiences connecting youth to the Club, assuring that members participate frequently and stay engaged through high school and beyond. As youth move from challenge to challenge in their schools, neighborhoods and families, BGCNH stands as a consistent and nurturing presence.

BGCNH staff will apply the same determination to recruiting, serving and sustaining students in the Bishop Woods 21st Century after-school program. We will provide dynamic programming to develop students' academic, behavioral and social competencies and encourage them to remain enthusiastically committed to the after-school program throughout their time at Bishop Woods.

BGCNH programs and activities fulfill our mission and put our beliefs into practice. We will deliver a number of these programs at the Bishop Woods 21st Century Learning Community after-school program. Through these programs and activities, BGCNH will:

- Provide children with a safe place, free from fear and violence
- Provide a staff of caring adults committed to positive youth development
- Help children grow strong and wise in making positive life decisions
- Contribute to the academic success of children by supporting them academically
- Focus children on mind, body and soul to foster total health and well-being

Our staff members will ensure the delivery of the following programs based on youth development principles that encourage competence, usefulness, belonging and influence. These programs use proven-effective curricula developed by the Boys & Girls Club of America.

- **Mentor2Win** | Designed to help students develop the academic, behavioral and social skills needed to be successful in school and beyond through the following components: 1) *Mentor-Youth Relationship*; 2) *Intentional Tracking*; and 3) *Partnerships with Schools & Families*.
- **Goals for Graduation** | Introduces academic goal-setting to students by linking their future aspirations with concrete actions today.

- **Arts & Technology** | Designed to foster creativity in young people, and give them outlets for self-expression through visual arts, digital arts, photography, music, and other media. Technology programs include our *My Future* program, which exposes students to activities that reinforce digital literacy, including areas of exploring the web, communicating with others digitally, and building media. Advanced topics include robotics, coding, and game design.
- **Homework Help** | Individual and small-group homework help sessions will occur daily to help students develop strong study habits, foster work ethic, and embrace academics.
- **Torch Club** | Small-group leadership workshop for middle school students that focuses on community service; education; health and fitness; and social recreation.
- **SMART Moves** | A nationally acclaimed comprehensive prevention program that helps students make well-informed decisions; and resist drug use and premature sexual activity.
- **SMART Girls** | A program designed to equip female Club members with the crucial health and life skills needed to become healthy and successful adults.
- **Passport to Manhood** | A targeted effort to engage young boys in discussions and activities that reinforce character, leadership, and positive behavior.
- **Triple Play** | A holistic approach to educating boys and girls about good nutrition; making physical fitness a daily practice; and developing individual strengths and good character.
- **Sports Programming** | Competitive and noncompetitive sports teams that help children and teens enhance their skills and learn sportsmanship, cooperation, and teamwork.

The proposed BGCNH programming will serve 50 target students at Bishop Woods from 4:00 p.m. to 5:30 p.m., Monday through Friday, for the duration of the program. BGCNH staff is comprised of highly qualified, experienced professionals who are deeply committed to the well-being of children, and to students' enjoyment in after-school activities. In recent years, BGCNH has added to its staff specialists in education; computer technology; and sports, fitness, and athletics. All staff are trained in program basics, effective discipline, and other positive youth development practices. All staff are also trained in CPR and First Aid. BGCNH leadership is confident that our staff possess the knowledge and experience to continue growing our programs and funding to impact not only the youth we serve but our entire community.

BGCNH staff will provide leadership and supervision during all aspects of programming: they will offer critical support to Certified Teachers during academic enrichment and homework help, and will lead and implement all other health, nutrition, and recreational programs. Bishop Woods will hire two employees to split data entry responsibilities and provide internal supervision on a day-to-day basis. BGCNH will provide an experienced and committed on-site Building Leader to oversee program operations every day, and to work in conjunction with the two internal Bishop Woods staff members. The BGCNH Building Leader will facilitate smooth transitions from the regular school day to after-school academic programming to the remaining 90 minutes of after-school enrichment activities. The Building Leader will achieve this coordination through a high level of communication and teamwork with all program staff members.

We are committed to serving the students of Bishop Woods School. The total value of our in-kind contributions, estimated at \$20,000 annually, is a testament to our commitment and confidence in the value of the 21st Century Community Learning Center after-school programming. We look forward to our partnership with you in this important initiative.

Ms. Stephanie R. Barnes
Executive Director

253 Columbus Avenue – New Haven, CT 06519 – Tel: (203) 787-0187 – Fax: (203) 865-2594

www.bgcnewhaven.org



GREAT FUTURES START HERE.

September 18, 2018

Scope of Services

**21st Century Program at the Boys & Girls Club of New Haven
for Students at Truman School**

Grant Period October 2018 – May 2019

Submitted by: Stephanie Barnes, Executive Director

The Boys & Girl Club of New Haven (BGCNH) will provide after school programming for 7 students attending Truman School. The program will operate Monday through Friday from 3:00 p.m. to 6:00 p.m., Monday through Friday, for the duration of the program from October 2018 to June 2019 at the Boys & Girls Club of New Haven. The program is also offered on half days as determined by the New Haven Public Schools.

BGCNH helps young people navigate challenges and provides them with support to overcome daunting obstacles; build their resiliency skills; and strengthen their academic, behavioral, and social competencies. Every day at out-of-school-time programs across New Haven, the caring and committed BGCNH team provides experiences connecting youth to the Club, assuring that members participate frequently and stay engaged through high school and beyond. As youth move from challenge to challenge in their schools, neighborhoods and families, BGCNH stands as a consistent and nurturing presence.

Through of after school program, BGCNH will:

- Provide children with a safe place, free from fear and violence
- Provide a staff of caring adults committed to positive youth development
- Help children grow strong and wise in making positive life decisions
- Contribute to the academic success of children by supporting them academically
- Focus children on mind, body and soul to foster total health and well-being

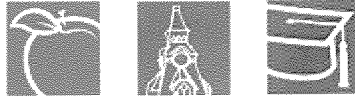
Our staff members will ensure the delivery of the following programs based on youth development principles that encourage competence, usefulness, belonging and influence. These programs use proven-effective curricula developed by the Boys & Girls Club of America.

- **Mentor2Win** | Designed to help students develop the academic, behavioral and social skills needed to be successful in school and beyond through the following components: 1) *Mentor-Youth Relationship*; 2) *Intentional Tracking*; and 3) *Partnerships with Schools & Families*.
- **Goals for Graduation** | Introduces academic goal-setting to students by linking their future aspirations with concrete actions today.
- **Arts & Technology** | Arts programs are designed to foster creativity in young people, and give them outlets for self-expression including visual arts, digital arts, photography and music. Technology programs include our My.Future program, which allows Club members to select from activities that reinforce digital literacy, including areas of exploring the web,

communicating with others digitally and building media. Additional experiences allow members to explore advanced topics, such as robotics, coding and game design.

- **Homework Help** | Individual and small-group homework help sessions will occur daily to help students develop strong study habits, foster work ethic, and embrace academics.
- **Torch Club** | Small-group leadership workshop for middle school students that focuses on community service; education; health and fitness; and social recreation.
- **SMART Moves** | A nationally acclaimed comprehensive prevention program that helps students make well-informed decisions; and resist drug use and premature sexual activity.
- **SMART Girls** | A program designed to equip female Club members with the crucial health and life skills needed to become healthy and successful adults.
- **Passport to Manhood** | A targeted effort to engage young boys in discussions and activities that reinforce character, leadership, and positive behavior.
- **Triple Play** | A holistic approach to educating boys and girls about good nutrition; making physical fitness a daily practice; and developing individual strengths and good character.
- **Sports Programming** | Competitive and noncompetitive sports teams that help children and teens enhance their skills and learn sportsmanship, cooperation, and teamwork.

BGCNH staff and leaders are highly qualified, and is comprised of experienced professionals who are deeply committed to the well-being of children, and to the children's enjoyment of the Club experience. BGCNH staff will provide leadership and supervision during all aspects of programming. All program staff are trained in program basics, effective discipline, and other positive youth development practices. All staff are also trained in CPR and First Aid.



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

To: Finance and Operations Committee
From: Kevin Moriarty, IT Manager
Re: F&O Agenda Item Request/Approval
RFP#: 2018-12-1103 NHPS Network Equipment Refresh

Meeting Date: January 21, 2019

Executive Summary:

Approval is requested for an agreement between the New Haven Board of Education and Total Communications (TCI), 333 Burnham Street, East Hartford, CT 06108 to procure, configure and install new network equipment in (6) schools. Current network equipment will be replaced. New equipment will allow NHPS to leverage recent technology advancements, including designing for future expansion with minor future investment. This project is ERATE eligible at a 61% discount. This agreement will start February 1, 2019 through June 30, 2019 with only 1 option to renew

Total Cost of Project is	\$584,063.35.
ERATE Discount 61%	(\$355,471.97)
Grand Total NHPS Portion	\$228,591.38

Amount of Agreement: An amount not to exceed **\$228,591.38**, which is the NHPS E-Rate Match of the Total Cost of Project **\$584,063.35**.

Funding Source: 2018-2019 IT Capital Account

Key Questions:

- Please describe how this service is strategically aligned with school or District goals:**
With the School Construction Program winding down, the first group of schools are now in need of a network refresh. Together with the SBAC testing, Wi-Fi in schools and more devices being added; the network needs to be upgraded to handle the additional capacity.
- Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?**
Total Communications has worked on a number of projects for the IT Department. Both large and small, these projects have been handled with the utmost care for maximum up-time, minimum down-time, excellent customer service and quick support response. All previous projects have been completed on-time and within allocated budget.
- Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**
Total Communications was awarded this project through the RFP process against one other vendor. Along with TCI being the lowest bidder, they also have the most years' experience, most qualified and most responsive to the needs of New Haven Public Schools.

Corporation Counsel will draft the new agreement upon approval.

Customer Information

Customer Name: NEW HAVEN PUBLIC SCHOOLS
Project Name: NHPS Network Refresh FY18-19
Date: February 26, 2018

Sales Rep: Chris Garlock
Phone: (860) 622-4132
Email: chrisgarlock@totalcomm.com

Project Summary & Pricing

TOTAL COMMUNICATIONS

Part Description	Part Number	List Price	Sell Price	Original		Adjusted		(+/-)
				Qty	Total	Qty	Total	
MCER Aggregate Switch at each location								
Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Services	WS-C3850-12XS-E	\$16,280.00	\$7,326.00	6	\$43,956.00	6	\$43,956.00	\$0.00
SNITC-NO RMA Cisco Catalyst 3850 12 Port 10G Fiber Sw	CON-SW-WSC3851E	\$793.00	\$0.00	6	\$0.00	6	\$0.00	\$0.00
UNIVERSAL	S3850UK9-163	\$0.00	\$0.00	6	\$0.00	6	\$0.00	\$0.00
North America AC Type A Power Cable	CAB-TA-NA	\$0.00	\$0.00	12	\$0.00	12	\$0.00	\$0.00
Catalyst Stack Power Cable 30 CM	CAB-SPWR-30CM	\$95.00	\$42.75	6	\$256.50	6	\$256.50	\$0.00
Cisco Catalyst 3850 4 x 10GE Network Module	C3850-NM-4-10G	\$4,080.00	\$1,836.00	6	\$11,016.00	6	\$11,016.00	\$0.00
350W AC Config 1 Power Supply	PWR-C1-350WAC	\$0.00	\$0.00	6	\$0.00	6	\$0.00	\$0.00
50CM Type 1 Stacking Cable	STACK-T1-50CM	\$100.00	\$45.00	6	\$270.00	6	\$270.00	\$0.00
350W AC Config 1 Secondary Power Supply	PWR-C1-350WAC/2	\$650.00	\$292.50	6	\$1,755.00	6	\$1,755.00	\$0.00
1000BASE-T SFP transceiver mod. for Cat 5 copper wire	GLC-TE=	\$450.00	\$202.50	6	\$1,215.00	6	\$1,215.00	\$0.00
MCER/ICER Access Switches at each location								
Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Bat	WS-C2960X-48FPD-L	\$7,995.00	\$3,597.75	83	\$298,613.25	98	\$352,579.50	\$53,966.25
SNITC-NO RMA Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	CON-SW-WSC296XL	\$410.00	\$0.00	83	\$0.00	98	\$0.00	\$0.00
AC Power cord, 16AWG	CAB-16AWG-AC	\$0.00	\$0.00	83	\$0.00	98	\$0.00	\$0.00
10GBASE-CU SFP+ Cable 3 Meter	SFP-H10GB-CU3M=	\$100.00	\$45.00	9	\$405.00	9	\$405.00	\$0.00
10GBASE-LRM SFP Module	SFP-10G-LRM=	\$1,100.00	\$495.00	44	\$21,780.00	44	\$21,780.00	\$0.00
Cisco 2960X Stack Modules								
Catalyst 2960-X FlexStack Plus Stacking Module optional	C2960X-STACK=	\$1,195.00	\$537.75	83	\$44,633.25	100	\$53,775.00	\$9,141.75
Cisco FlexStack 50cm stacking cable	CAB-STK-E-0.5M	\$0.00	\$0.00	83	\$0.00	100	\$0.00	\$0.00
UPS Units								
SMART UPS 5000VA RT 208V CUST PAYS FRT	SUA5000RMT5U	\$4,780.00	\$3,567.08	8	\$28,536.64	3	\$10,701.24	-\$17,835.40
Smart-UPS X 3000VA CONV LCD 208V	SMX3000HVT	\$2,245.00	\$1,675.33	7	\$11,727.31	0	\$0.00	-\$11,727.31
SMART UPS X 2000VA RT 100/127V NEMA 5-20P LINE-INT	SMX2000LV	\$1,690.00	\$1,261.16	4	\$5,044.64	13	\$16,395.08	\$11,350.44
SMART UPS X 1500VA RACK/TOWER LCD 120V	SMX1500RM2U	\$1,150.00	\$962.50	0	\$0.00	1	\$962.50	\$962.50
SMART UPS X 120V EXT BATTERY PACK RACK TOWER (SMX120BP	\$909.00	\$678.34	11	\$7,461.74	13	\$8,818.42	\$1,356.68
SMART UPS X SERIES 48V EXTERNAL BATTIPACK RACK	SMX48RMBP2U	\$737.00	\$662.75	0	\$0.00	1	\$662.75	\$662.75
BASIC PDU 120V 15A 1U RM 10X5-15	AP9562	\$127.00	\$94.77	19	\$1,800.63	17	\$1,611.09	-\$189.54
UPS Network Management Card 2	AP9630	\$319.99	\$238.79	11	\$2,626.69	13	\$3,104.27	\$477.58
Hardware & Software Site Sub Total					\$481,097.65		\$529,163.35	\$48,065.70
Implementation Labor & Project Management					\$54,900.00		\$54,900.00	\$0.00
Site Sub-Total					\$535,997.65		\$584,063.35	\$48,065.70

*Note: Requested APC Units were discontinued. We have quoted APC Recommended Replacements in their place.


New Haven Public Schools

Joseph Barbarotta
Executive Director
Facilities Services



654 Ferry Street
New Haven, CT 06513
Tel. (203) 691-3901
Fax. (203)946-2495

INTEROFFICE MEMORANDUM

TO: NHPS Operations and Finance Committee
FROM: Joseph Barbarotta 
Cc: John Barbarotta, J. Mazyck, L.Perez,
DATE: 1/24/2019
RE: Approval of Change Order #1 Contract 21559-1-2
MEETING DATE: 1/24/2019

For consideration and approval, of change order #1 to contract #21559-1-2 to:

Ct Pest Elimination
273 Indian River Road
Orange, Ct. 06513

In the amount of \$0, this change order is to add services needed by the school district and provided by our current Vendor Ct Pest Elimination.

The funding source will be the same as current contract – 19047400 –56662
P.O. #70190013

Original Amount of Contract: \$35,000.00
Change Order #1 \$.00
Total Amount of Contract: \$ 35,000.00

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Ct Pest Elimination	VENDOR CODE :	23170
Contractor Address	273 Indian River Road, Orange, CT 06477		
CONTRACT No.:	21559-1-2	CHANGE ORDER No:	1
		Change Order Date	1/24/2019
PROJECT NAME	Pest Control		PROJECT No.:
CONTRACT START DATE:	July 1, 2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	19047400-56662	C A P O No.:	70190013
FUNDING SOURCE OF C. O. :		C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:	na		
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$35,000	ORIGINAL AMOUNT:	\$35,000
AMOUNT OF THIS CHANGE ORDER	\$0	ACTUAL	X
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$35,000	SAME	

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN

REQUESTING AGENCY:

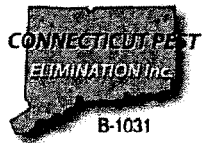
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		

OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
--	-------	-----------------------------	-------

CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:
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CITY OF NEW HAVEN

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES



Connecticut Pest Elimination, Inc.

P.O. Box 422
West Haven, CT 06516-9801
Phone (203) 931-PEST (7378)
Fax (203) 932-2049



The City of New Haven, Bureau of Purchases
Attn: John Barbarotta
200 Orange Street
New Haven, CT 06510

December 11, 2018

RE: Amendment to contract #21559-1-2 for Pest and Rodent Control services for the various New Haven Public School locations.

Dear John,

As per our conversation regarding the above contract, below are the changes I recommend.

- **Extra Calls:** \$59.00 per hour (*minimum payment of at least one hour*).
- **Cost for a Nuisance Wildlife Trapping Service:** The cost will start with an initial service flat fee of \$177.00. (*This will be invoiced as 'Initial Nuisance Wildlife Set-up.'*)
- **The cost for any additional animals caught, pick-ups, and/or daily monitoring fees will be:** \$59.00 per. This will be invoiced as 'Extra Labor - 1 hour' and will include specifically what was done (*example: 'nuisance wildlife trapping daily monitoring fee for work order #' or 'nuisance wildlife additional animal pick-up fee for work order #'*)
- **Live Animal Removal:** This will include birds, bats, etc. and will cost \$150.00 per hour (*minimum payment of at least one hour*).
- **Bedbug Treatments:** \$150.00 per hour (*minimum payment of at least one hour*).
- **Bedbug Inspections:** \$125.00 per hour (*minimum payment of at least one hour*).
- **Bees/Wasps:** \$118.00 per call (flat rate)
- **Termite Inspections:** \$125.00 per hour (*minimum payment of at least one hour*).

The invoices will be sent out as the jobs come in. You will receive the initial invoice right after the trap is set for all trapping jobs.

If you have any questions, please call.

Sincerely,

Keith Burzynski
Director of Operations



Connecticut Pest Control Association



A Connecticut Department Program Of
the Statewide Pest Control Program



National Pest Control Association

New Haven Public Schools


Joseph Barbarotta
Executive Director
Facilities Services



NEW HAVEN PUBLIC SCHOOLS

654 Ferry Street
New Haven, CT 06513
Tel. (203) 691-3901
Fax. (203)946-2495

INTEROFFICE MEMORANDUM

TO: NHPS Operations and Finance Committee
FROM: Joseph Barbarotta 
Cc: John Barbarotta, J. Mazyck, L.Perez,
DATE: 1/24/2019
RE: Approval of Change Order #1 Contract 21559-1-2
MEETING DATE: 1/24/2019

For consideration and approval, of change order #1 to contract #21583-1-2 to:

Tri-State Maintenance
356 Old Maple Ave.
North Haven, Ct. 06473

In the amount of \$0, this change order is to add one school onto the list of schools with Generators and change Hooker Middle school to Hooker Elementary School.

The funding source will be the same as current contract – 19047400 -56624
P.O.#70190024

Original Amount of Contract: \$50,000.00
Change Order #1 \$.00
Total Amount of Contract: \$ 50,000.00

A handwritten signature in black ink, appearing to be 'JB'.

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Tri-State Maintenance LLC.	VENDOR CODE :	45700
Contractor Address	356 Old Maple Ave. North Haven, CT 06473		
CONTRACT No.:	21583-1-2	CHANGE ORDER No:	1
		Change Order Date	1/24/19
PROJECT NAME	Generator Maintenance		PROJECT No.:
CONTRACT START DATE:	July 1, 2018		
CONTRACT END DATE: Prior to CO	June 30, 2019		
FUNDING SOURCE OF CONTRACT:	19047400-56624	C A P O No.:	70190024
FUNDING SOURCE OF C. O. :		C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:	na		
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$50,000	ORIGINAL AMOUNT:	\$
AMOUNT OF THIS CHANGE ORDER	\$0	ACTUAL	X
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$50,000	SAME	X

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

		#
PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
None		
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Add 2 schools to the list of Schools with Generators (for service)	\$0	
1. Add Troup School – 259 Edgewood Ave.		
2. Add Hooker Elementary School- 180 Canner St.		
3. Remove Hooker Middle School – 691 Whitney Ave.		
Basically changing Hooker Middle for Hooker Elementary and adding Troup.		
SUB TOTALS	\$0	
NET INCREASE / (DECREASE)	\$0	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE ___ INCREASED ___ DECREASED BY _____ DAYS.

- A memo to the City’s Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS :

1.)	Is this Change Order a final close-out of the Contract ?	No			
2.)	Has the cost of this contract been increased from the original amount ?	No			
	(If the answer to #2 above is ‘yes’, what is the total percentage increase over the original contract, including the current request ?)	0%			
3.)	Is any part of this Change Order outside of the scope of the original bid documents ?	No			
4.)	Has any of the work described in this Change Order been ordered to be done ?	No			
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor’s original bid for the project ?	No			
	(If the answer to #5 above is yes, approved quotes and prices ,with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices .)	na			

LIST OF ATTACHMENTS :

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES

MEMORANDUM

To: Finance and Operations Committee

From: Carol D. Birks, Superintendent
Frank D'Amore and Evan Trachten, City of New Haven Livable City Initiative
Rich Ross, Westmount Development Group

Re: F&O Agenda Item Request/Approval of Resolution re swap land at Hill Central

Meeting Date: February 4, 2019

Approval is requested for a Resolution to retire and surplus a small parcel of land located near Hill Central School as part of a land swap between the City of New Haven Board of Education and Westmount Development Group:

This is a swap of 2 small parcels of land (about 1700 sf each) between the City (portion of BOE land behind Hill Central) with the redevelopers of the Hill Central Community Cooperative (their portion of land will essentially replace the City-owned piece) , a 72-unit complex of elderly, Section 8 subsidized townhomes on Button, Putnam, Portsea, and Dewitt streets and Washington and Howard avenues (adjacent to both Roberto Clemente Leadership Academy and Hill Central School). The planned redevelopment will increase the number of units in the complex to 114 and add some market-rate apartments, but the majority of the units will continue to be subsidized.

By looking at the site plan map (near left hand side of map titled "Hill Central Revitalization"), you can see the swap better squares off the Cooperative property and gives the BOE back a slightly larger piece of land that is closer to the Hill Central School building.

See resolution, map and site plan attached.

RESOLUTION OF THE NEW HAVEN BOARD OF EDUCATION CONCERNING CERTAIN PORTIONS OF THOSE PARCELS OF LAND SITUATED CLOSE TO HILL CENTRAL SCHOOL AND KNOWN AS REUSE PARCEL A-3-B AND REUSE PARCEL A-3-C

WHEREAS, the City of New Haven (the “City”) is the owner of a portion of reuse parcel A-3-B, consisting of approximately 1,686.63 square feet (the “City Property”) which City Property is shown on the attached map prepared by Meehan & Goodin dated January 31, 2019 and entitled “Property/Boundary Survey Topographic Survey” (the “Map”) as “PARCEL TO BE ACQUIRED BY WESTMOUNT DEVELOPMENT” a copy of which Map is attached hereto and made a part hereof; and

WHEREAS, the City Property is currently controlled by the New Haven Board of Education (the “BOE”) as part of the grounds surrounding Hill Central School; and

WHEREAS, Hill Central, LLC, JGE, LLC and The JGM Realty, LLC, (collectively, “Westmount”), each of which are managed by Westmount Development Group, LLC, are the owner of a portion of reuse parcel A-3-C consisting of approximately 1,700.85 square feet (the “Westmount Property”) which Westmount Property is shown on the Map as “PARCEL TO BE ACQUIRED BY THE CITY OF NEW HAVEN”; and

WHEREAS, Westmount has proposed to the BOE and the City that the City should convey the City Property to Westmount in exchange for the West Mount Property and the BOE has determined that possession of the Westmount Property would be more beneficial to the BOE than possession of the City Property.

NOW THEREFORE, BE IT RESOLVED by the New Haven Board of Education that the City Property be retired and surplused per Board of Education Policy 7113.1 so that the City may convey the same to Westmount on condition that the City simultaneously acquires the Westmount Property and designates the same as being property owned by the City for and on behalf of the New Haven Board of Education.

