



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, December 2, 2019

4:30 p.m.

Gateway Center – 2nd Floor Board Room

Chair: Ms. Yesenia Rivera

Action Items

A. INFORMATION ONLY

1. The Superintendent approved an Agreement by and between the New Haven Board of Education and, Alyssa Phillips, to serve as Office Manager/Certified Nurse Assistant for the Lincoln Bassett School Health Center, from December 10, 2019 to June 30, 2020, in an amount not to exceed \$18,238.00.
Funding Source: School Health Center Program
Acct. #2512-5124-56694
(Pages #9-16)
2. The Superintendent approved an Agreement by and between the New Haven Board of Education and InClass Today, to provide absence reports for parents and guardians for students at Clinton Avenue School, from November 5, 2019 to May 6, 2020, in an amount not to exceed \$7,270.00.
Funding Source: Commissioner's Network – Clinton Avenue Program
Acct. #2547-6211-56694-0006
(Pages #17-39)
3. The Superintendent approved an Agreement by and between the New Haven Board of Education and Vector Media Holding Corp., to provide Connecticut Transit Bus ads for 15 King buses to highlight the Choice & Enrollment Lottery application announcements, from December 9, 2019 to April 30, 2020, in an amount not to exceed \$9,600.00.
Funding Source: Magnet 17-22 Program
Acct. #2517-6251-56694-0000
(Pages #40-45)
4. The Superintendent approved an Agreement by and between the New Haven Board of Education and Connecticut Public Broadcasting, Inc. (WNPR), to broadcast the Magnet School application on WNPR radio from December 9, 2019 to April 30, 2020, in an amount not to exceed \$7,200.00.
Funding Source: Magnet 17-22 Program
Acct. #2517-6251-56694-0000
(Pages #46-52)
5. The Superintendent approved an Agreement by and between the New Haven Board of Education and Monique Forsey, to maintain and repair computer hardware for the Title I Non-Public Schools, from December 9, 2019 to June 30, 2020, in an amount not to exceed \$7,500.00.
Funding Source: Title I Non Public Program
Acct. #2531-5264-56658 – 0000
(Pages #53-61)

6. The Superintendent approved an Agreement by and between the New Haven Board of Education and 3-Prime Web, to provide maintenance and extension of the SRBI web app system, support for Google App, from December 9, 2019 to June 30, 2020, in an amount not to exceed \$18,300.00.
Funding Source: Alliance Program
Acct. #2547-6108-56694-0000
(Pages #62-70)
7. The Superintendent approved an Agreement by and between the New Haven Board of Education and Sportsometry, to provide an afterschool science program for students in grades 2-4 at West Rock STREAM Academy, from December 9, 2019 to June 30, 2020, in an amount not to exceed \$8,250.00.
Funding Source: Magnet 16-19 West Rock Carryover Program
Acct. #2517-6236-56694-0049
(Pages #71-78)
8. The Superintendent approved an Agreement by and between the New Haven Board of Education and Hispanic Communications, LLC to provide an advertising campaign with print ads for La Voz newspaper, and radio spots on WNHH 103.5 in English and Spanish, to advertise the Choice & Enrollment lottery and process, from December 9, 2019 to April 30, 2020, in an amount not to exceed \$7,200.00.
Funding Source: Magnet 16-19 Carryover Program
Acct. #2517-6232-56694-0000
(Pages #79-85)
9. The Superintendent approved an Agreement by and between the New Haven Board of Education and The Buck Institute for Education, to provide professional development sessions to staff at Roberto Clemente School on designing lessons and projects that include differentiation and socio-emotional learning, from December 9, 2019 to February 1, 2020, in an amount not to exceed \$8,250.00.
Funding Source: Magnet 16-19 Clemente Carryover Program
Acct. #2517-6233-56694-0042
(Pages #86-104)
10. The Superintendent approved an Agreement by and between the New Haven Board of Education and Connecticut Center for School Change, to provide professional development programs for staff at New Haven Adult Education, from December 10, 2019 to June 30, 2020, in an amount not to exceed \$10,000.00.
Funding Source: State Adult Education Program
Acct. #2503-5014-56694-0053
(Pages #105-111)
11. The Superintendent approved an Agreement by and between the New Haven Board of Education and Southern Connecticut State University, (SCSU), to provide college course instruction through the Department of Social Work for 10th-12th grade students at New Haven Academy, from January 1, 2020 to June 30, 2020, in an amount not to exceed \$6,227.00.
Funding Source: Interdistrict Magnet School Program
Acct. #270-433-70-56697
(Pages #112-119)
12. The Superintendent approved an Agreement by and between the New Haven Board of Education and Bulldog Tutors, to provide tutoring services for students at Truman School, from December 10, 2019 to June 17, 2020, in an amount not to exceed \$8,000.16.

Funding Source: School Improvement Grant (SIG) – Truman Carryover Program
Acct. # 2546-6268-56694-0029

(Pages #120-126)

13. The Superintendent approved an Agreement by and between the New Haven Board of Education and Capital Region Education Council, (CREC), to provide training for sixty special education teachers in Structured Literacy, from January 17, 2020 to June 30, 2020, in an amount not to exceed \$12,000.00.

Funding Source: IDEA Program
Acct. #2504-5034-56903-0000

(Pages #127-132)

B. ABSTRACT

1. To approve the Abstract, RISE Network Innovation Grant, in the amount of \$80,000.00 for 2019 –2020.

Funding Source: Dalio Foundation
Presenter: Dr. Zakia Parrish

(Pages #133-139)

C. AGREEMENTS

1. To approve an Agreement by and between the New Haven Board of Education and Kaplan, Inc., to provide SAT prep sessions and two test sessions to students at Hill Regional Career High School, from December 10, 2019 to March 31, 2020, in an amount not to exceed \$16,700.00.

Funding Source: RISE Innovation Grant Program
Acct. #2528-6238-56694-0063

Presenter: Dr. Zakia Parrish

(Pages #140-147)

2. To approve an Agreement by and between the New Haven Board of Education and Higher Heights Youth Empowerment Program, Inc., to provide two advisors for college access to support student at Hill Regional Career High School, from December 10, 2019 to June 30, 2020, in an amount not to \$30,600.

Funding Source: RISE Innovation Grant Program
Acct. #2528-6238-56694-0063

Presenter: Dr. Zakia Parrish

(Pages #148-161)

3. To approve an Agreement by and between the New Haven Board of Education and State of Connecticut Office of Early Childhood, to provide the Support for Pregnant and Parenting Teens, Women, Fathers and their Families (SPPT) Program grant, from October 1, 2019 to June 30, 2020, an amount not to exceed \$75,000.00.

Funding Source: SPPT Program
Acct. #2512-6031

Presenter: Ms. Mary Derwin

(Pages #162-196)

4. To approve an Agreement by and between the New Haven Board of Education and Curriculum Designers, Inc., to provide professional development and curriculum review and revision for staff at East Rock Community and Cultural Studies Magnet School, from December 9, 2019 to June 30, 2020, in an amount not to exceed \$24,000.00.

Funding Source: Magnet 17-20 East Rock Program
Acct. #2517-6252-56694-0046

Presenter: Ms. Sabrina Breland
(Pages #197-205)

5. To approve an Agreement by and between the New Haven Board of Education and Great Schools Partnership, to plan and facilitate a series of professional development events for staff at HSC, from December 9, 2010 to June 30, 2020, in an amount not to exceed \$64,130.00.

Funding Source: Magnet School – HSC Program
Acct. #2517-6255-56694-0066

Presenter: Mr. Mathew Brown
(Pages #206-217)

6. To approve an Agreement by and between the New Haven Board of Education and Laura Goldblum, LCSW, to supervise eight masters level Social Work Interns at Wilbur Cross High School, from December 9, 2019 to June 30, 2020, in an amount not to exceed \$22,000.00.

Funding Source: 2019-2020 Operating Budget
Acct. #190-43361-50136

Presenter: Ms. Edith Johnson
(Pages #218-226)

7. To approve an Agreement by and between the New Haven Board of Education and Higher Heights, to serve as a Fiscal Agent for an Equity Program grant for the District, awarded by the William Caspar Graustein Memorial Fund, in the amount of \$141,500.00, payable to Higher Heights in two installments of \$70,750.00, from January 2, 2020 to December 31, 2020.

Presenter: Ms. Carolyn Ross-Lee
(Pages #227-236)

8. To approve an agreement by and between the New Haven Board of Education and Panorama Education, Inc. to administer, analyze and report on School Climate Connectedness and Social-Emotional Learning surveys for all students and teachers of NHPS from January 1, 2020 to June 30, 2020, in an amount not to exceed \$80,000.

Funding Source: Title IV A – Student Support and Academic Enrichment Grant
Acct. #2511-6269-56694 (Pending receipt of funds)

Presenter: Ms. Carolyn Ross-Lee
(Pages #237-240)

9. To approve an Agreement by and between the New Haven Board of Education and Phoenix Press, to provide print the Choice Catalog, Interdistrict Catalog, High School Marketing Postcard, Elementary School Marketing Postcard, Newspaper Insert, Kindergarten Head Start Flyer and mailing; Flyers, from December 9, 2019 to April 30, 2020 in an amount not to exceed \$95,308.00.

Funding Source: Magnet 17-22 Program
Acct. #2517-6251-56694-0000

Presenter: Mr. Marquelle Middleton
(Pages #241-249)

10. To approve an Agreement by and between the New Haven Board of Education and Nexstar Broadcasting, Inc., to create video content to showcase New Haven Magnet School's diverse student population and various school themes, to distribute content, audience targeting, from December 9, 2019

to April 30, 2020, in an amount not to exceed \$22,500.00.

Funding Source: **Magnet 16-19 Program**
 Acct. #2517-6232-56694-0000

Presenter: Mr. Marquelle Middleton
(Pages #250-267)

11. To approve an Agreement by and between the New Haven Board of Education and Coppola Photography, to provide commercial videography and photography for the 2020 Choice & Enrollment catalog of schools, from December 9, 2019 to April 30, 2020, in an amount not to exceed \$33,530.00.

Funding Source: **Magnet 17-22 Program**
 Acct. #2517-6251-56694-0000

Presenter: Mr. Marquelle Middleton
(Pages #268-282)

12. To approve an Agreement by and between the New Haven Board of Education and Connoisseur Media, to provide 1-2 radio interviews, promotional announcements, website and social media exposure to promote New Haven Magnet Schools for the 2020 City Wide Expo, from December 9, 2019 to April 30, 2020, in an amount not to exceed \$26,450.00.

Funding Source: **Magnet 17-22 Program**
 Acct. #2517-6251-56694-0000

Presenter: Mr. Marquelle Middleton
(Pages #283-298)

13. To approve an Agreement by and between the New Haven Board of Education and Achievement First, to provide State mandated special education services to students with special needs attending Amistad Academy Charter School and Elm City Charter School, from August 29, 2019 to June 30, 2020, in an amount not to exceed \$441,946.00.

Funding Source: **2019-2020 Operating Budget**
 Acct. #190-49400-56694

Presenter: Ms. Typhanie Jackson
(Pages #299-304)

14. To approve an Agreement by and between the New Haven Board of Education and Area Cooperative Educational Services, (ACES), to provide the Building Bridges program for students with significant behavior challenges, from August 29, 2019 to June 30, 2020, in an amount not to exceed \$249,290.00.

Funding Source: **Alliance Program**
 Acct. # 2547-6108-56694-0000

Presenter: Ms. Typhanie Jackson
(Pages #305-310)

15. To approve an Agreement by and between the New Haven Board of Education and Sergio Rodriguez, to coordinate services for homeless youth and children in foster care, from December 10, 2019 to June 30, 2020, in an amount not to exceed \$45,000.00.

Funding Source: **Title I Program**
 Acct. #2531-5201-56694-0000 (\$39,432.12)
 McKinney Vento Program
 Acct. #2503-5027-56694-0000 (\$5,516.50)

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #311-316)

16. To approve Amendment #1 to Agreement # 95326409 with Cross Sector Consulting, to conduct external evaluations of 21st Century After School sites at Wexler Grant and Troup schools, and to increase funding of \$19,000.00 by \$5,000.00 to \$24,000.00.

Funding Source: **21st Century Program Wexler and Troup Program**
 Acct. #2579-6325-56694-0000 (\$5,000.00)
 21st Century East Rock and Daniels Program
 Acct. #2579-6243-56694-0000 (\$4,000.00)
 21st Century Davis and Bishop Woods Program
 Acct. #2579-6273-56694-0000 (\$5,000.00)
 Extended School Hours Program
 Acct. #2579-5326-56694-0000(\$10,000.00)

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #317-322)

17. To approve Amendment #1 to Agreement # 95326413 with Kids Kraze, to change the Funding Source and Acct. # from 21st Century East Rock Program, Acct. #2579-6273-56694-0046 to 21st Century East Rock Program, Acct. # 2579-6243-56694-0046 with no change in funding amount.

Funding Source: **21st Century East Rock Program**
 Acct. #2579-6243-56694-0046 (\$18,120.96)
 Extended School Hours Program
 Acct. #2579-5326-56694-0046 (\$11,828.96)

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #323-333)

18. To approve Amendment #1 to Agreement # 96273406 with Arte, Inc., to increase the number of afterschool sessions from 40 by 194 to 234, to include Saturday Academy sites at Wexler, Fair Haven, Troup, and to increase the funding of \$8,000.00 by \$46,800.00 to \$54,800.00.

Funding Source: **Extended School Hours – Daniels Program**
 Acct. #2579-5326-56694-0013 (\$6,800.00)
 Title I Program
 Acct. #2531-5208-56694-0032 (\$10,000.00)
 Acct. #2531-5208-56694-0016 (\$10,000.00)
 Acct. #2531-5208-56694-0015 (\$10,000.00)
 Acct. #2531-5208-56694-0042 (\$10,000.00)
 21st Century Program
 Acct. #2579-6273-56694-0009 (\$8,000.00)

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #334-343)

19. To approve an Amendment #1 to Agreement by and between the New Haven Board of Education and Advanced Office Systems, 296 East Main St., Branford, CT for Computer & Printer Support for Fiscal Year 2019-20 to increase the compensation amount from \$449,280 by \$18,720 to \$468,000 for an additional consultant needed to help with the backlog of onsite technical support for the schools, effective January 2, 2019.

Funding Source: **2019-2020 Operating Budget**
 Acct. #190-47200-56694

Presenter: Ms. Sabina Sitaru
(Pages #344-353)

20. To approve an Amendment #1 to the Agreement by and between the New Haven Board of Education and Go To Commercial Cleaning Services, LLC, 118 Kendall St., New Haven, CT for Facilities Maintenance, Custodial Management and Energy Management increasing the compensation amount from \$1,470,030.63 by \$117,920.00 to \$1,587,950.63 for additional scope of services to cover duties from retired district supervisor for FY 2019-20.

Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56694

Presenter: Mr. Michael Pinto
(Pages #354-358)

D. CONTRACT

1. To approve an Award of Contract under RFP #2020-07-1301 to EMS Linq, Inc. d/b/a Meals Plus, 2528 Independence Blvd., Wilmington, NC for the purchase of a new Point-of-Sale (POS) system for the NHPS Food Services Division, effective December 1, 2019 to November 30, 2020, in an amount not to exceed \$56,025.

Funding Source: Capital Funds – Food Services
Acct. #3C18-18BB-58101 (\$37,244)
Acct. #3C19-1993-58101 (\$18,781)

Presenter: Mr. Michael Pinto/Mr. Michael Gormany
(Pages #359-378)

E. PURCHASE ORDER

1. To approve a Purchase Order under State Contract PEPPM 2018 Catalog to CDW Government, Inc., 2 Enterprise Dr. Suite 404, Shelton CT for the purchase of a Symantec End Point Protection: Anti-Virus Protection and Security Suite, in an amount not to exceed \$31,950.

Funding Source: 2019-2020 IT Capital Funds
Acct. #3C20-2075-58704

Presenter: Ms. Sabina Sitaru
(Pages #379-380)



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Sue Peters, Director of SHCs/Dental Clinics
Date: November 4, 2019
Re: Agreement Approval: Alyssa Phillips
Proposed Meeting Date: November, 2019

Executive Summary/ Statement:

Approval is requested for an Agreement by and between the New Haven Board of Education and Alyssa Phillips. As an office manager/CNA for the Lincoln Bassett SHC, Mrs. Phillips is responsible for daily operations of the SHC, including visit data entry, billing data and eligibility confirmation, scheduling patients, taking vital signs and history of complaint for the NP and working with school staff to support and promote utilization of school health services/programs.

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

\$18,238. Hourly rate: \$18.50

Funding Source & Account#: SHC Grant: 2512-5124-56694

Key Questions:

1. Please describe how this **service is strategically aligned** with school or District goals: SHCs keep our students healthy, well and in school. Our SHC office managers provide operational, clinical and triage support to the SHC staff and school nurse as well as providing support to school staff and administration related to health promotion. SHCs are a proven evidence based strategy to improve both health and learning of students and youth and prevent absenteeism for health reasons.
2. What **specific need** will this contractor address? The office manager/CNA role supports the daily operations of the SHC and assists with preparing students to be seen by the NP (e.g. taking Height, Weight, Blood Pressure, temperature, etc.) to maximize the time with clinicians and allow them to focus on providing an optimal level of care to students. The OM/CNA manages scheduling of SHC visits and the dental van; enters visit data into our data management program and generates required reports, confirms pre-authorizations for clinicians; takes vital signs of students for the NP, encourages parents to enroll students into the SHC, organizes school-wide health promotion events and supports school efforts to promote health/well-being of students and staff.

3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe: This position was posted in September for 2 weeks. Mrs. Phillips was selected by an interview team from a competitive applicant pool for this position.
4. What **specific skill set** does this contractor bring to the project? Mrs. Phillips brings over 5 years of SHC management experience in this position, possesses strong communication skills, and has built strong, trusting relationships with school administration, staff and students which results in high SHC enrollment (96%) and effective collaboration and respect between the SHC and the school staff. She earned a CNA certification last school year, and by using her skills to prepare students for a medical visit, more students can be seen in less time, thereby reducing missed class time.
5. Is this a **new or continuation service?** Continuation
6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?** The evaluation of this position consists of completion and quality of deliverables in agreement, student satisfaction surveys and quarterly staff meetings about performance and priorities. She has exceeded all requirements in her contract and is well respected by the school administration and staff for the work and support she provides to students and staff.
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?** The cost increased by \$2/hour because Mrs. Phillips now can provide CNA skills in addition to her managerial responsibilities. Positions with similar responsibilities in the District receive between \$17-\$19; example: Other SHC OM/Medical Assistants, and School Health Assistants, which offer benefits. Our position does not include benefits.

**The New Haven Board of Education
AND**

Alyssa Phillips

FOR DEPARTMENT/PROGRAM:

School Health Centers (SHC)

This agreement entered into on the 4th day of November, 2019, effective the 10th day of December, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Alyssa Phillips located at 45 Brentwood Drive, Cheshire, CT 06410 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$18.50 per hours(s)/day(s) for up to a maximum of 910 hour(s). The maximum amount the contractor shall be paid under this agreement: Sixteen thousand eight hundred and thirty five dollars (\$16,835.).

In addition to the hourly payment for services, this contract total also includes the following amount to cover FICA/Medicare (7.65%) or \$1,288. and Workers Compensation (.68%) \$115. as required by NHPS for those having contracted employee status. Total Fringe: \$1,403.
Total Contract Amount: **(\$18,238).**

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 Health Center Program** of the New Haven Board of Education, **Account Number: 2512 -900 – 5124-56694.**

This agreement shall remain in effect from December 10, 2019 to June 30th 2020.

SCOPE OF SERVICE:

As a contracted SHC Office Manager/Certified Nursing Assistant, Mrs. Phillips will provide data entry and generate required reports, monitor clinic inventory, triage students who come to the SHC, ensure license compliance of the site, and perform CNA duties as requested by the nurse practitioner at Lincoln Bassett SHC during school day hours (Monday-Friday) and beyond, if needed. The OM/CNA will also provide support to school staff and families as needed. Detailed scope of services are attached in Exhibit A.

EXHIBIT A

Detailed Scope of Service SHC Office Manager/Certified Nursing Assistant- Alyssa Phillips

The Contractor will:

- Maintain CT CNA certification for the duration of this agreement.
- Assist NP by taking vital signs of students, as requested.
- Greet and triage all students, staff and families who enter the SHC, schedule appointments as needed, keep the reception area clean, well stocked and supervised while students are in the waiting area.
- Assist providers and school nurse with scheduling of students and addressing needs of students and families.
- Enter data from all visit encounter and permission forms into data management system.
- Assist with generating required reports for program and with billing needs.
- Schedule individual appointments for students, classes, groups and/or other SHC activities/presentations.
- Identify students who are enrolled, not enrolled, and who do not have insurance or other required information on file.
- Assist students, families and staff with questions, forms and other information related to the SHC.
- Submit SHC staff attendance sheets, if applicable.
- Assist NP by taking vital signs of students when requested
- Contact parents and or staff as needed as directed by clinicians or SHC director.
- Follow up or send letters to parents requesting needed information related to releases, enrollment, insurance, and or other items, as directed.
- Provide needed SHC data or information from NHPS, by request.
- Participate in promoting the awareness, enrollment and utilization of your SHC to staff, families and students (e.g. tabling school events/meetings, distributing SHC enrollment forms/materials to staff/families)
- Conduct regular inventory of necessary SHC forms, materials and supplies and order as needed.
- Assist and support SHC clinicians in record keeping, arranging groups, activities and SHC promotion.
- Store medication, stock shelves and exam rooms with medical and lab supplies.
- Participate in school based committees including, but not limited to: SSST, BOOST!, School Wellness Committee and SHC Advisory committees.
- Participate in required NHPS SHC staff meetings and school level meetings.
- Comply with all school-specific policies and procedures.
- Be certified in:
First Aid

Cardiopulmonary Resuscitation

The Heimlich maneuver

- Comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations. Suspected violations must be reported, in writing, to the SHC Director within five (5) days of notification, with a plan for an investigating and correcting the issue jointly (Contractor and the SHC Director),
- 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,
- Other duties as assigned by SHC Director or clinicians.

Alyssa Phillips



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

Alyssa Phillips

Memorandum

To: NHPS Finance and Operations Committee
From: Kristina DeNegre
Re: InClassToday
Meeting Date: 11/19/2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and “In Class Today”

Amount of Agreement and the Daily, Hourly or per Session Cost: \$ 7,270.00 (programming) - \$7,730.00 (Parent Workshops and Incentives)
Funding Source: (Enter name of **funding source and account #**, i.e. Operating Fund 190-502-00-56694; or Title I 2531-6200-56694):
Commissioner’s Network grant Acct# 2547-900-56694-0006

Key Questions:

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

In 2019-2020 school year, Clinton Avenue School will focus on supporting identified students with attendance concerns. Incentives (Incentives to encourage student attendance: trophies, celebration lunch with parents, small prizes-school supplies with positive attendance message), family workshops, attendance posters, and literature that encourages good attendance will be some of the items purchased to support this initiative. We will also seek out support from "In Class Today" in order to manage supports and communicate with parents about attendance concerns.

2. What **specific need** will this contractor address? InClassToday will send absence reports (“Absence Reports”) that use behavioral science to provide parents and guardians with actionable information about their child’s attendance. InClassToday will support our school and parents in lowering our absenteeism rate specifically focusing on chronically absent students. They will support the school in supporting the students and parents with additional actions steps to prevent absenteeism and provide actionable steps to increase students attendance.

Producing and mailing 6 rounds of Absence Reports to student households, including:

- Data cleaning, including checking addresses in the National Change of Address Database
- Analytics to select the students for each round of mailings who will benefit most from receiving the Absence Reports, considering factors such as absolute and relative absences, previous report history, and the number of other students (siblings) in the household
- Generating a personalized Absence Report for each student and determining which content is appropriate, considering factors such as whether to show the student’s absences in comparison to classmates at their school
- Printing, and mailing Absence Reports at the optimal times of year

- Providing reports in English and Spanish.
 - Parent Support Team to respond to inbound phone calls from parents and guardians, answering their questions and providing them with information about relevant district and community resources
 - Onboarding school staff via webinar (if desired)
 - Regularly reporting information to the school including number and nature of communications with parents and guardians and end of the year program results.
3. **Contractor selection:** quotes, RFP, or Sole Source? Sole Source - Continuation of Services that started in 2015. **Quote attached**
 4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**). **See attached**
 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 contract – total overall cost is \$ 7,270.00 (programming) - \$7,730.00 (Parent Workshops and Incentives)
 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:** InClassToday partners with school districts to reduce absenteeism by delivering Absence Reports to parents and guardians. Their intervention uses behavioral insights to empower parents and guardians with actionable information about their child's absences. First developed and tested by Harvard's Student Social Support R&D Lab, our program is easy to implement, scalable, cost-effective, and has been proven to reduce the number of days students miss school. The intervention is delivered by InClassToday directly to parents and guardians so that it does not burden teachers or principals with additional demands on their time. Currently, InClassToday partners with over 40 districts, reaching over 200,000 families and preventing more than 2,000 absences each day. At a cost of \$5-10 per avoided absence, the program cost districts a fraction of alternative initiatives. InClassToday's programs are often one component of a multi-tiered approach to reducing absenteeism. Absence Reports reach all students at risk of being chronically absent so that deeper, more costly interventions such as social workers or mentors can focus on the students that need them most.
 7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?
The training cannot be provided internally since the contractor is working specifically with our school around our targeted and specific needs.
 8. Why do you believe this agreement is **fiscally sound**? This agreement is fiscally sound. At a cost of \$5-10 per avoided absence, the program cost districts a fraction of alternative initiatives. InClassToday's programs are often one component of a multi-tiered approach to reducing absenteeism. Absence Reports reach all students at risk of being chronically absent so that deeper, more costly interventions such as social workers or mentors can focus on the students that need them most.

AGREEMENT

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

InClassToday

FOR DEPARTMENT/PROGRAM:

Clinton Avenue School

This Agreement entered into on the 9th day of December, 2019 effective (no sooner than the day after Board of Education Approval), the 5th day of November 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and In Class Today, Inc. 303 Twin Dolphin Drive, Suite 600, Redwood City, CA 94065 (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:*

InClassToday will send absence reports ("Absence Reports") in English and Spanish that use behavioral science to provide parents and guardians with actionable information about their child's attendance. InClassToday will use data from the District to deliver the Absence Reports Program, analyzing the data to determine which students receive Absence Reports, determining appropriate content for each student based on their grade, attendance record, language, and other factors, and generating, printing and mailing the Absence Reports. If there are more eligible students than the number of planned Absence Reports, then InClassToday may apply student selection criteria to select the students most likely to benefit from receiving the intervention, considering factors such as absences to date. Specific students may be excluded by the District, and InClassToday will exclude students whose parents or guardians have elected to opt-out of receiving Absence Reports, as well as those with undeliverable addresses or who don't meet other eligibility criteria. The Absence Reports Program leverages best practices from research conducted by InClassToday and others in the field, and InClassToday's goal is to provide services that improve over time. As a result, InClassToday may from time to time suggest new approaches and make changes to the Absence Reports Program likely to further program objectives.

InClassToday will provide the following Professional Services:

- Parent Support Team to handle questions from report recipients and direct callers to relevant districtresources
- Program Manager to provide periodic updates, answer questions, and lead information webinar

trainings for school and district staff

- Program monitoring including information about students receiving Absence Reports and

parent/guardian calls to the Parent Support Team, and students who may have out of date addresses

- End of year program impact analysis projecting the days of attendance generated, as well as detailing

the number of students receiving reports by school, grade level, and student subgroup

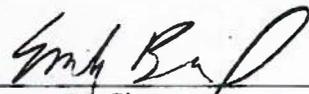
Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$7,270.00 for support throughout the 2019-2020 school year for up to a maximum of ten months.** The maximum amount the contractor shall be paid under this agreement: seven thousand two-hundred seventy dollars (\$7,270.00). 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 Commissioner's Network Grant Program of the New Haven Board of Education, **Account Number:** 2547-900-6211-56694- 0006
This agreement shall remain in effect from November 5, 2019 to May 6, 2020 .

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

November 19, 2019
Date

Date

Emily Beilard, CEO, In Class Today, Inc.
Contractor Printed Name & Title

Revised: 7/17



In Class Today, Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065

IN CLASS TODAY, INC. DATA USE AGREEMENT

This **DATA USE AGREEMENT** (this “Agreement”) is between **New Haven Public Schools**, hereinafter referred to as “Data Provider,” and In Class Today, Inc., hereinafter referred to as “InClassToday.” Data Provider and InClassToday may hereinafter be referred to individually as a “Party,” and collectively as the “Parties.” The effective date of this Agreement shall be **November 18, 2019** (the “Effective Date”).

In addition to the terms and conditions contained herein, the following documents are attached hereto and made a part of this Agreement:

- Attachment A – Description of Services
- Attachment B – Data Transfer Standards
- Attachment C – Contact Information

WHEREAS, Data Provider desires to make Data (as defined below) available to ICT for the limited purpose of enabling ICT to provide the Service (as described in Attachment A) on behalf of Data Provider; and

WHEREAS, InClassToday is willing to provide the Service for the benefit of Data Provider to help improve student attendance and performance in **New Haven Public Schools**.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **SERVICES.** Subject to the terms and conditions of this Agreement, InClassToday will provide District with the services specified in Attachment A (collectively, the “Services”) during the applicable Term (as defined below). The Services are subject to modification from time to time (at InClassToday’s sole discretion, for any purpose deemed appropriate by InClassToday). InClassToday will use reasonable efforts to give District prior written notice of any such modification. District will cooperate with InClassToday in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as InClassToday may reasonably request.
2. **TERM.** The term of this Agreement commences on the Effective Date and expires **June 30th, 2020**, subject to early termination as provided herein (the “Term”)
3. **LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to InClassToday solely for InClassToday to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to InClassToday the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of,

and disclose the Student Records to InClassToday Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Aggregated Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing, operating, promoting and marketing products and services).

InClassToday warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

“Student Records” means the confidential and proprietary student-related information which District discloses to InClassToday, including as set forth in Attachment B (Data Transfer Standards), and excludes De-Identified Aggregated Data. “De-Identified Aggregated Data” means data submitted to, collected by, or generated by InClassToday in connection with District’s use (and InClassToday’s provision) of the Services, but only in anonymized form which does not (and cannot be used to) specifically identify District, any of District’s students or any other individual. District shall retain ownership of any rights it may have to the Student Records. “InClassToday Person” is (i) a director, employee, contractor, agent or affiliate of InClassToday, (ii) who needs to access the Student Records in connection with InClassToday’s provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. InClassToday reserves the right to utilize independent contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, InClassToday will enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give InClassToday any rights, implied or otherwise, to the Student Records. **At no time will InClassToday share any Student Records with any non-InClassToday Person without the written permission of District.** InClassToday shall notify District should InClassToday become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by InClassToday. Upon contract termination, Student Records will be destroyed in accordance with Section 9.

- 4. DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to InClassToday in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (“Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal use for its own internal benefit; (iv) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (v) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by InClassToday in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If InClassToday receives any notice or claim that any data provided to InClassToday, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a “Claim”), InClassToday may, but is not required to, suspend or terminate the Service. Without limiting the foregoing, District will indemnify InClassToday from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District’s obligations in this Section 4, as incurred.

5. **WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.
6. **OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, InClassToday alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by InClassToday, and (ii) the Absence Reports other than information specific to the District. District grants to InClassToday a non-exclusive, royalty-free right and license to (directly or through InClassToday Persons) use and otherwise exploit the District's names, marks, logos and other identifiers ("Logos") during the Term in accordance with District's reasonable trademark usage guidelines for InClassToday to perform the Services hereunder, including without limitation using the Logos with Absence Reports. District may use the InClassToday's Logos, in accordance with InClassToday's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (ii) InClassToday may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not to be unreasonably withheld.
7. **CONFIDENTIALITY.** InClassToday will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 3, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than InClassToday Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case InClassToday shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of InClassToday before receipt from District; (b) is or becomes publicly available through no fault of InClassToday; (c) is received by InClassToday, without use or disclosure restriction, from a third party having an apparent bona fide right to disclose the information to InClassToday; or (d) is independently developed by InClassToday without use of the Student Records. District may be identified as the source of the Student Records.

While the terms of this Agreement are InClassToday's confidential information, each party may disclose the relationship and the existence of this Agreement.

InClassToday shall, to the extent of its liabilities under the laws of the State of **Connecticut**, defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to \$1,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees, where such claims, actions or suits arise solely and directly from InClassToday's or an InClassToday Person's breach of the Student Record confidentiality requirements contained herein, provided InClassToday is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; InClassToday will not be responsible for any settlement it does not approve in writing. The foregoing is District's sole remedy with respect to any breach of InClassToday's obligations herein relating to Student Records.

- 8. WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND INCLASSTODAY'S PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF INCLASSTODAY IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND INCLASSTODAY (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 9. TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order Form. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided that if such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Upon termination or expiration of this Agreement, District may instruct InClassToday in writing to destroy Student Records within sixty (60) days from the date of notification.

- 10. LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO INCLASSTODAY HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.
- 11. INSURANCE.** InClassToday shall procure and maintain the types and minimum limits of insurance as required by District, covering the performance of the Service. InClassToday shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of Connecticut, or otherwise acceptable to District and their Office of Risk Management, or the equivalent office thereof.
- 12. MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Connecticut, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of Connecticut, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of Connecticut. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or waiver of any provision of this Agreement or any Attachment shall be valid unless in

writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and InClassToday, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to InClassToday, as follows:

In Class Today, Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Attn: Contracts
Email: contracts@inclasstoday.com

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

IN WITNESS WHEREOF, District and InClassToday have executed this Agreement as of the Effective Date.

DISTRICT

Signature: _____

By: _____

Date: _____

IN CLASS TODAY, INC.

Signature: _____

By: Emily Bailard, CEO

Date: _____

ATTACHMENT A DESCRIPTION OF SERVICES

InClassToday will send absence reports (“Absence Reports”) that use behavioral science to provide parents and guardians with actionable information about their child’s attendance. InClassToday will use data from the District to deliver the Absence Reports Program, analyzing the data to determine which students receive Absence Reports, determining appropriate content for each student based on their grade, attendance record, language, and other factors, and generating, printing and mailing the Absence Reports. If there are more eligible students than the number of planned Absence Reports, then InClassToday may apply student selection criteria to select the students most likely to benefit from receiving the intervention, considering factors such as absences to date. Specific students may be excluded by the District, and InClassToday will exclude students whose parents or guardians have elected to opt-out of receiving Absence Reports, as well as those with undeliverable addresses or who don’t meet other eligibility criteria.

The Absence Reports Program leverages best practices from research conducted by InClassToday and others in the field, and InClassToday’s goal is to provide services that improve over time. As a result, InClassToday may from time to time suggest new approaches and make changes to the Absence Reports Program likely to further program objectives.

InClassToday will provide the following Professional Services:

- Parent Support Team to handle questions from report recipients and direct callers to relevant district resources
- Program Manager to provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Absence Reports and parent/guardian calls to the Parent Support Team, and students who may have out of date addresses
- End of year program impact analysis projecting the days of attendance generated, as well as detailing the number of students receiving reports by school, grade level, and student subgroup (if necessary data is provided)

**ATTACHMENT B
DATA TRANSFER STANDARDS**

District will provide InClassToday with access to data as specified in the “**InClassToday Data Specification and Transfer Standards**” which contains comprehensive information on data fields and the transfer process.

A summary of key steps are as follows:

- **Data Fields:** District will provide InClassToday with the following data files for all students who are currently enrolled in **Clinton Ave Elementary School**. A complete list of the fields and transfer protocol can be found in the “InClassToday Data Specifications and Transfer Standards”.
 - **Roster File:** One row per student. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information, demographic information, home language, exclusion flag
 - **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
 - **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
 - **Exclusion File (Optional):** One row per student who school site or district staff would like to exclude from receiving Absence Reports. Sample fields: student ID, first name, last name, school, grade
- **Executing the Data Transfers:** InClassToday will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files. Additional details can be found in “InClassToday Data Specification and Transfer Standards.”

Note: These data specifications and transfer standards are subject to change.

**ATTACHMENT C
CONTACT INFORMATION**

District Information	
District Name: New Haven Public Schools	Principal Contact: Kristina M. DeNegre
Address: 54 Meadow Street New Haven, CT 06519	Title: Principal of Clinton Ave Elementary School Phone: (475) 220-3300
	Email: kristina.denegre@new-haven.k12.ct.us
Billing Contact: Kristina M. DeNegre, Principal	Data Contact: Anthony Billings
Phone: (475) 220-3300	Phone: 475-220-1698
Email: kristina.denegre@new-haven.k12.ct.us	Email: ANTHONY.BILLINGS@new-haven.k12.ct.us

InClassToday Contacts	
Principal Contact: Joseph Sassone	Program Manager: Praise Agu
Title: Director of District Partnerships and Sales Phone: 520-247-7111	Phone: (617) 943-0107 Email: praise@inclasstoday.com
Email: joe@inclasstoday.com	
Secondary Email: contracts@inclasstoday.com	



In Class Today, Inc.
 303 Twin Dolphin Drive, Suite 600
 Redwood City, CA 94065

**IN CLASS TODAY, INC. SERVICES AGREEMENT
 COVER PAGE**

This agreement (“Agreement”) is entered into on this 6th day of September, 2019, (the “Effective Date”) between In Class Today, Inc., (“InClassToday”), and the Customer identified below (“District”). This Agreement includes and incorporates the below Order Form, as well as the accompanying In Class Today Terms and Conditions and Exhibits and Attachments and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party’s acceptance of this Agreement was and is expressly conditional upon the other’s acceptance of the terms contained in this Agreement to the exclusion of all other terms.

District Information	
District Name: Clinton Ave School – New Haven Public Schools	Principal Contact:
Address: 293 Clinton Ave New Haven, CT 06513	Title: Kristina DeNegre, Principal, Clinton Elementary School
	Phone: (475) 220-3300
	Email: kristina.denegre@new-haven.k12.ct.us
Billing Contact: Kristina M. DeNegre, Principal	Data Contact: Anthony Billings
Phone: (475) 220-3300	Phone: 475-220-1698
Email: kristina.denegre@new-haven.k12.ct.us	Email: ANTHONY.BILLINGS@new-haven.k12.ct.us

InClassToday Contacts	
Principal Contact: Joseph Sassone	Program Manager: Praise Agu
Title: Director, Sales & District Partnerships	Phone: (617) 943-0107
Phone: 520-247-7111	Email: praise@inclasstoday.com
Email: joe@inclasstoday.com	Billing Contact: Ruth Mohanram
Secondary Email: contracts@inclasstoday.com	Email: ar@inclasstoday.com

ORDER FORM

Services:

As described below, InClassToday and District will work together to implement a program designed to reduce student absenteeism ("Absence Reduction Program").

InClassToday will send absence reports ("Absence Reports") that use behavioral science to provide parents and guardians with actionable information about their child's attendance. InClassToday will use data from the District to deliver the Absence Reports Program, analyzing the data to determine which students receive Absence Reports, determining appropriate content for each student based on their grade, attendance record, language, and other factors, and generating, printing and mailing the Absence Reports. If there are more eligible students than the number of planned Absence Reports, then InClassToday may apply student selection criteria to select the students most likely to benefit from receiving the intervention, considering factors such as absences to date. Specific students may be excluded by the District, and InClassToday will exclude students whose parents or guardians have elected to opt-out of receiving Absence Reports, as well as those with undeliverable addresses or who don't meet other eligibility criteria.

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- Parent Support Team to handle questions from report recipients and direct callers to relevant district resources
- Program Manager to provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Absence Reports and parent/guardian calls to the Parent Support Team, and students who may have out of date addresses
- End of year program impact analysis projecting the days of attendance generated, as well as detailing the number of students receiving reports by school, grade level, and student subgroup (if necessary data is provided)

Program:

InClassToday will deliver up to 810 Absence Reports according to the table below. The student eligibility criteria and calendar of mailings will be mutually agreed upon by InClassToday and Clinton Ave School.

Estimated Absence Reports per Round*	# Rounds	Estimated Total # Reports (Maximum)*
135	6	810

*Estimated # Absence Reports; exact number will depend on actual data and student attendance

Fees: Total: \$7,270
 Setup Fee: \$5,000
 License Fee: \$650
 Reports Fees: \$1620
 Professional Services Fee: \$0

Payment Schedule:
 Upon contract signature: \$3,635 50%
 March 31, 2020: \$3,635

Term: The term of this Agreement commences on the Effective Date and expires June 30, 2020, subject to early termination as provided herein (the "Term").

In Class Today Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY IN CLASS TODAY, INC. (“INCLASSTODAY”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH INCLASSTODAY WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“DISTRICT”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA INCLASSTODAY’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY INCLASSTODAY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **SERVICES.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms and conditions of this Agreement (including any limitation and restrictions set forth on the applicable Order Form), InClassToday will provide District with the services specified in each Order Form (collectively, the “Services”) during the applicable Order Form Term (as defined below). The Services are subject to modification from time to time (at InClassToday’s sole discretion, for any purpose deemed appropriate by InClassToday). InClassToday will use reasonable efforts to give District prior written notice of any such modification. District will cooperate with InClassToday in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as InClassToday may reasonably request.

2. **LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to InClassToday solely for InClassToday to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to InClassToday the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of, and disclose the Student Records to InClassToday Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Aggregated Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing, operating, promoting and marketing products and services).

InClassToday warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

“Student Records” means the confidential and proprietary student-related information which District discloses to InClassToday, including as set forth in Attachment A (Data Transfer Standards), and excludes De-Identified Aggregated Data. “De-Identified Aggregated Data” means data submitted to, collected by, or generated by InClassToday in connection with District’s use (and InClassToday’s provision) of the Services, but only in aggregate, anonymized form which does not (and cannot be used to) specifically identify District, any of District’s students or any other individual. District shall retain ownership of any rights it may have to the Student Records. “InClassToday Person” is (i) a director, employee, contractor, agent or affiliate of InClassToday, (ii) who needs to access the Student Records in connection with InClassToday’s provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. InClassToday reserves the right to utilize independent contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, InClassToday will

enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give InClassToday any rights, implied or otherwise, to the Student Records. **At no time will InClassToday share any Student Records with any non-InClassToday Person without the written permission of District.** InClassToday shall notify District should InClassToday become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by InClassToday. Upon contract termination, Student Records will be destroyed in accordance with Section 9.

- 3. DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to InClassToday in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (“Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal use for its own internal benefit; (iv) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (v) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by InClassToday in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If InClassToday receives any notice or claim that any data provided to InClassToday, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a “Claim”), InClassToday may, but is not required to, suspend or terminate the Service. Without limiting the foregoing, District will indemnify InClassToday from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District’s obligations in this Section 3, as incurred.
- 4. FEES; PAYMENT.** District shall pay InClassToday fees for the Service as set forth in each Order Form (“Fees”). Unless otherwise specified in an Order Form, all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. District shall be responsible for all taxes associated with Service (excluding taxes based on InClassToday’s net income). All Fees paid are non-refundable and are not subject to set-off.
- 5. WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.
- 6. OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, InClassToday alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by InClassToday, and (ii) the Absence Reports other than information specific to the District. District grants to InClassToday a non-exclusive, royalty-free right and license to (directly or through InClassToday Persons) use and otherwise exploit the District’s names, marks, logos and other identifiers (“Logos”) during the Term in accordance with District’s reasonable trademark usage guidelines for InClassToday to perform the

Services hereunder, including without limitation using the Logos with Absence Reports. District may use the InClassToday's Logos, in accordance with InClassToday's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (ii) InClassToday may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not to be unreasonably withheld.

7. **CONFIDENTIALITY.** InClassToday will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 2, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than InClassToday Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case InClassToday shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of InClassToday before receipt from District; (b) is or becomes publicly available through no fault of InClassToday; (c) is received by InClassToday, without use or disclosure restriction, from a third party having an apparent bona fide right to disclose the information to InClassToday; or (d) is independently developed by InClassToday without use of the Student Records. District may be identified as the source of the Student Records.

While the terms of this Agreement are InClassToday's confidential information, each party may disclose the relationship and the existence of this Agreement.

InClassToday shall, to the extent of its liabilities under the laws of the State of [CONNECTICUT], defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to \$1,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees, where such claims, actions or suits arise solely and directly from InClassToday's or an InClassToday Person's breach of the Student Record confidentiality requirements contained herein, provided InClassToday is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; CIT will not be responsible for any settlement it does not approve in writing. The foregoing is District's sole remedy with respect to any breach of InClassToday's obligations herein relating to Student Records.

8. **WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND InClassToday'S PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF InClassToday IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND InClassToday (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
9. **TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order From. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this

Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided that if such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Upon termination or expiration of this Agreement, District may instruct InClassToday in writing to destroy Student Records within sixty (60) days from the date of notification.

- 10. LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO INCLASSTODAY HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.
- 11. INSURANCE.** InClassToday shall procure and maintain the types and minimum limits of insurance as required by District, covering the performance of the Service. InClassToday shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of [CONNECTICUT], or otherwise acceptable to District and their Office of Risk Management, or the equivalent office thereof.
- 12. MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of [CONNECTICUT], without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of [CONNECTICUT], and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of [CONNECTICUT]. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or waiver of any provision of this Agreement or any Attachment shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and InClassToday, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to InClassToday, as follows:

In Class Today, Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Attn: Contracts
Email: contracts@inclasstoday.com

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

IN WITNESS WHEREOF, District and InClassToday have executed this Agreement as of the Effective Date.

DISTRICT

Signature: _____

By: _____

Date: _____

IN CLASS TODAY, INC.

Signature: _____

By: Emily Bailard, CEO

Date: _____, 2019

**ATTACHMENT A
DATA TRANSFER STANDARDS**

District will provide InClassToday with access to data as specified in the “**InClassToday Data Specification and Transfer Standards**” which contains comprehensive information on data fields and the transfer process.

A summary of key steps are as follows:

- **Data Fields:** District will provide InClassToday with the following data files for all students who are currently enrolled in **Clinton Ave School**. A complete list of the fields and transfer protocol can be found in the “InClassToday Data Specifications and Transfer Standards”.
 - **Roster File:** One row per student. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information, demographic information, home language, exclusion flag

- **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
- **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
- **Exclusion File (Optional):** One row per student who school site or district staff would like to exclude from receiving Absence Reports. Sample fields: student ID, first name, last name, school, grade
- **Executing the Data Transfers:** InClassToday will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files. For Power School, the protocol uses direct integration and automated data transfer using InClassToday's third party data integration partner. Additional details can be found in "InClassToday Data Specification and Transfer Standards."
 - District creates an account for InClassToday within their SIS with the relevant privileges
 - InClassToday retrieves sample data and analyzes. District and InClassToday have a brief phone call to answer InClassToday questions
 - InClassToday retrieves historical student data. InClassToday begins retrieving updated student data on an ongoing basis.

Note: These data specifications and transfer standards are subject to change.

Q.1	I feel connected to the adults at my school.							
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	Nov-19
Grade 8			56%	58%	57%	63%	67%	49%
Grade 7			55%	53%	45%	59%	69%	58%
Grade 6			66%	73%	67%	50%	50%	60%
Grade 5			85%	51%	75%	96%	92%	89%
Overall	32%	30%	63%	58%	61%	67%	70%	66%

Q. 2	People at my school understand me.							
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	19-Nov
Grade 8			57%	42%	57%	50%	51%	46%
Grade 7			45%	42%	30%	43%	49%	36%
Grade 6			55%	60%	38%	61%	39%	62%
Grade 5			45%	63%	65%	71%	88%	85%
Overall	42%	30%	51%	52%	48%	57%	58%	60%

Q. 3	I feel like I belong at my school.							
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	19-Nov
Grade 8			67%	47%	64%	75%	82%	60%
Grade 7			51%	65%	41%	65%	64%	67%
Grade 6			64%	70%	62%	60%	63%	69%
Grade 5			79%	59%	71%	76%	84%	92%
Overall	44%	34%	64%	60%	60%	69%	73%	73%

Q. 4	The energy at my school is positive.							
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	19-Nov
Grade 8			46%	31%	26%	60%	56%	26%
Grade 7			28%	28%	20%	25%	31%	31%
Grade 6			45%	50%	40%	43%	26%	47%
Grade 5			42%	51%	57%	76%	94%	64%
Overall	38%	21%	40%	40%	36%	52%	53%	44%

Q. 5	The behavior of others can help (or hurt) my learning.							
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	19-Nov
Grade 8			28%	11%	19%	31%	51%	63%
Grade 7			19%	23%	9%	65%	67%	47%
Grade 6			34%	35%	19%	43%	44%	84%
Grade 5			30%	29%	39%	67%	82%	85%
Overall		20%	35%	24%	22%	52%	61%	72%

Q. 6	I am excited about going to my classes.							
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	19-Nov
Grade 8			56%	42%	40%	49%	54%	43%
Grade 7			53%	53%	32%	38%	46%	44%
Grade 6			50%	58%	38%	46%	41%	51%
Grade 5			30%	29%	65%	84%	88%	92%
Overall	25%	27%	39%	50%	45%	55%	58%	60%

Q. 7		I am eager to participate in my classes.						
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	19-Nov
Grade 8			63%	56%	34%	58%	54%	49%
Grade 7			40%	53%	39%	65%	54%	42%
Grade 6			59%	75%	52%	51%	44%	69%
Grade 5			67%	55%	65%	78%	76%	81%
Overall	30%	31%	57%	59%	48%	63%	57%	62%

Q. 8		I am interested in my classes.						
	Jun-16	Jan-17	Jun-17	Jan-18	Jun-18	19-Jan	19-Jun	19-Nov
Grade 8			78%	60%	51%	63%	62%	54%
Grade 7			64%	67%	50%	55%	64%	61%
Grade 6			61%	73%	52%	59%	50%	64%
Grade 5			70%	63%	71%	80%	92%	92%
Overall	32%	35%	69%	66%	57%	65%	68%	69%



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marquelle Middleton
Date: November 13, 2019
Re: Vector Media Agreement

Executive Summary/ Statement: Connecticut Transit Bus ads will provide fifteen (15) king buses which will highlight the Choice & Enrollment Lottery application announcements.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$9,600

15 Kings - \$4,200 per period
Production - \$1,200 one-time fee

Proposing 2 periods @ \$4,200/ea period = \$8,400
Production = \$1,200

Funding Source & Account #: Magnet 17-22 Central Office, 2517-6251-56694-0000

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?**
To create a more diverse educational environment. Reaching students throughout the district including the suburban areas.
- 2. How was the contractor selected? Quotes? RFP? Sole Source designation?**
Contractor was selected because Quote was within budget requirements, other vendors could not meet budget requirements.
- 3. What specific skill set does this contractor bring to the project?**
Advertising the Choice & Enrollments Lottery and process. Ensuring that all students throughout the district is well informed of the educational opportunities in New Haven. Families will view Lottery Ads throughout the 22 district towns, 95 N/S, 91 N/S, and RT1.
- 4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**
This is a continuous contractor. End of service contractor will provided an accountability of vehicles traveling throughout the posted areas.
- 5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**
Contractor will be evaluated by an in office survey. Contractor will communicate with office administrator of any changes or updates posted on Billboards. Recruitment Coordinator will view advertisements weekly.

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

No, provider is not compatible to C&E duties.

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

Because it is economically, budget affordable and will advertise the C&E message. Message will also reach families without internet and television access.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Vector Media Holding Corporation

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 7th day of November 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Vector Media Holding Corporation located at, 560 Lexington Avenue, 14th Fl., New York, NY 10022 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$8,400** for 15 Kings @ \$4,200/period for 2 periods, **\$1,200** Production (one-time fee).

The maximum amount the contractor shall be paid under this agreement: Nine thousand six hundred dollars (**\$9,600**). 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 17-22 Central Office Program** of the New Haven Board of Education, **Account Number:** 2517-6251-56694 **Location Code:** 0000.

This agreement shall remain in effect from December 9, 2019 to April 30, 2020.

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).*

Connecticut Transit Bus ads will provide fifteen (15) King buses which will highlight the Choice & Enrollment Lottery application announcements. Buses will advertise in the following towns: Hartford area (28 towns); New Haven area (19 towns); Bridgeport area (6 towns); Stamford area (10 towns); New Britain area (7 towns) and Waterbury area (7 towns).

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

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



Contractor Signature

President
New Haven Board of Education

11/13/2019

Date

Date

CHAD SILVER, CHIEF OPERATING OFFICER

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

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marquelle Middleton
Date: November 18, 2019
Re: Connecticut Public Broadcasting, Inc. (NPR)

Executive Summary/ Statement: CT Public Broadcasting, Inc. (NPR) will broadcast NHBOE/Magnet School application on WNPR radio over 8 weeks in order to drive families to the BOE website and Application/Open House process.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$7,200 (total package)
Package includes: (12) 15-second spots, will air 96 spots to start in November thru March 2020, Monday-Sunday 5am-midnight

Funding Source & Account #: Magnet 17-22 Central Office, 2514-6251-56694-0000

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?**
To create a more diverse educational environment. Reaching students throughout the district including the suburban areas. NHBOE/Magnet School application on WNPR radio over 8 weeks in order to drive families to the BOE website and application/Open House process
- 2. How was the contractor selected? Quotes? RFP? Sole Source designation?**
Contractor was selected because Quote was within budget requirements. NPR Broadcasting will cover a different geographical area and a more informational subject audience.
- 3. What specific skill set does this contractor bring to the project?**
Advertising the Choice & Enrollments Lottery and process. Ensuring that all students throughout the district is well informed of the educational opportunities in New Haven and suburban families will be able to receive all information of enrollment process.
- 4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**
This is a new provider. End of service contractor will provided an accountability of radio frequency throughout the district. Accounting of exactly how many homes and audience it will reach throughout the district and Connecticut.
- 5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**

Contractor will be evaluated by an in office survey. Contractor will communicate with office administrator of any changes or updates recorded on radio. Recruitment Coordinator will view advertisements weekly.

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

No, provider is not compatible to C&E duties.

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

Because it is economically budget affordable and will advertise the C&E message. Message will also reach families without internet and television access.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Connecticut Public Broadcasting, Inc. (NPR)

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 18th day of November 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Connecticut Public Broadcasting, Inc. (NPR) located at 1049 Asylum Avenue, Hartford, CT 06105 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$7,200 per package. Package includes: (12) 15-second spots, will air 96 spots to start in November thru March 2020, Monday-Sunday 5am-midnight.

The maximum amount the contractor shall be paid under this agreement: Seven thousand two hundred dollars (**\$7,200**). 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 17-22 Central Office Program** of the New Haven Board of Education, **Account Number:** 2517-6251-56694 **Location Code:** 0000.

This agreement shall remain in effect from December 9, 2019 to April 30, 2020.

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).*

CT Public Broadcasting, Inc. (NPR) will broadcast NHBOE/Magnet School application on WNPR radio over 8 weeks in order to drive families to the BOE website and Application/Open House process. CT Public Broadcasting will air (12) 15-second spots, 96 spots to start in November thru March 2020, Monday-Sunday 5am-midnight.

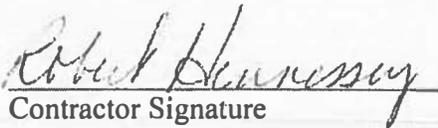
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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*. 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's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

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


Contractor Signature

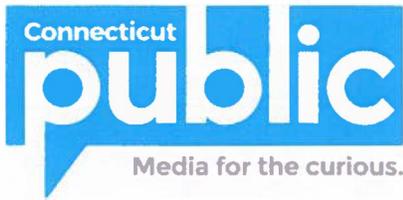
President
New Haven Board of Education

11/20/19
Date

Date

ROBERT HENNESSEY ACCOUNT MANAGER II
Contractor Printed Name & Title

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

New Haven BOE

Magnet Schools

Branding Awareness campaign

Weeks of November 25th 2019

December 9th

December 23rd

January 6th 2020

January 20th

February 3rd

February 17th

February 24th

Package Includes:

- (12) 15 second marketing spots (96 spots, 12x/wk Best Time Available (BTA))
- Airt: Mon-Sun 5am-midnight
- Starting: 11/25/19 thru 3/1/20

Total Cost: \$7,200

Scope of work: to broadcast NHBOE/Magnet School application on WNPR radio over 8 weeks in order to drive families to the BOE website and application/Open House process



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: Joanne Turonis
Date: 10/30/2019
Re: Monique Forsey's Agreement
Proposed Meeting Date: Finance and Operations Committee-12/02/19, BOE-12/08/19

Executive Summary: Please enter contractor name and describe in 1 or 2 sentences, specifically, the service to be provided: Monique Forsey will be responsible for the maintenance and repair of all hardware for the Title I Non-Public sites.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$75.00 per hour for a total of 100 hours. Total cost of \$7,500.

Funding Source: (Enter name of funding source and complete account #, including school code, i.e. Operating Fund 190-502-00-56694; or Title I 2531-6200-56694):

Title I Non-Public -2531-5264-56658 pending budget approval.

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals:
The Title I Non-Public uses the Success Maker Computer generated program to provide remedial math and reading services to the Title I eligible students. Since we rely on our equipment to provide these services, the timely maintenance and repair of our equipment is essential to the running of our programs without interruptions to our services.
2. What specific need will this contractor address?
The contractor will be responsible for providing technical services as needed to minimize any interruptions in our service to Title I students.
3. **Contractor selection:** quotes, RFP, or Sole Source? If Sole Source, please describe:
The contractor's skills and background working with the Pearson Learning Company, Publishers of Success Maker, and New Haven Public Schools in our data department make her a perfect candidate for the job.
4. What specific skill set does this contractor bring to the project? (Attach a copy of the contractor's resume).
Monique has a long history of working as a computer technician in different venues and her educational background affords her all the skills necessary for the job.
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 continuation of services and the hourly cost remains the same. Number of hours has been decreased due to budget constraints.
6. **Evidence of Effectiveness:** How will the contractor's performance be evaluated? If a continuation service, please attach a copy of previous evaluations or archival data demonstrating effectiveness:
Monique's performance can be evaluated by her effectiveness in successfully keeping all equipment running properly, and doing this in a very prompt and professional manner.

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

This program is fiscally sound because Monique's expertise in both repair and the Success Maker Program provides two invaluable services.

AGREEMENT

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

Monique Forsey

FOR DEPARTMENT/PROGRAM:

[Title I Non-Public]

This Agreement entered into on the 29 day of October, 2019 effective (*no sooner than the day after Board of Education Approval*), the 09 day of Decemberr, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Monique Forsey located at 146 Village Street, Northford, CT 06472 (herein referred to as the "Contractor").

compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 75 per hour for up to a maximum of 100 hour(s)/. The maximum amount the contractor shall be paid under this agreement: (\$7,500.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Title I Non-Public Program of the New Haven Board of Education, **Account Number:** 2531 - 5264 - 56658 School Location Code: 0000 **Pending Budget Revision Approval**

SCOPE OF SERVICE: *Brief description of service deliverables that describes services, locations and costs for service, including supplies, materials and travel, if applicable. Contractor provides a complete Scope of Service as Exhibit A:*

To provide computer technical support and assistance to Title I Non-Public Schools:

Supporting existing hardware, and troubleshooting hardware and software issues. Provisions of hardware and software are not available, but will consult as to what is needed. Repair broken computer equipment and software in the following Non-Public Title I computer labs:

St. Francis/St. Rose of Lima School-423 Ferry Street

St/ Martin dePorres Academy-208 Columbus Avenue

Catholic Academy of New Haven-351 McKinley Avenue

The services provided allow the Title I Parochial Teachers to effectively run their Success Maker Reading and Math Programs. They are used as a vehicle to improve reading and math skills of Title I eligible students.

This agreement shall remain in effect from December 9, 2019 to June 30, 2020.

Exhibit A: Scope of Service: Attach detailed Scope of Service with all costs for services

Exhibit B: Student Data and Privacy Agreement: Attached

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

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

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

Monique Forsey

Contractor Signature



President

New Haven Board of Education

Date

11-1-2019

Date

Contractor Printed Name & Title

MONIQUE FORSEY
OWNER

Revised: 10/2/18

Exhibit A

To provide computer technical support and assistance to Title I Non-Public Schools by supporting existing hardware, and troubleshooting hardware and software issues. Provisions of hardware and software are not available, but will consult as to what is needed. The installation and downloading of programs on any new equipment and maintenance of our servers at our three sites is also part of the agreement. Repair broken computer equipment and software.

Act as support for the Success Maker Computer Programs for Reading and Math Skills when the need arises. This includes installing updates and antivirus support as needed. This enables the Title I teachers and technicians the needed assistance to work with Title I students with the minimal amount of disruption to the program. Thus allowing the Title I program to have the continuity necessary for an effective remedial program.

**These services are for the following Non-Public Title I computer labs:
St. Francis/St. Rose of Lima School-423 Ferry Street
St/ Martin de Porres Academy-208 Columbus Avenue
Catholic Academy of New Haven-351 McKinley Avenue
The cost of this service will be \$75.00 per hour not to exceed 100 hours.**

The services provided allow the Title I Parochial Teachers to effectively run their Success Maker computer generated Reading and Math Programs. They are used as a vehicle to improve reading and math skills of Title I eligible students

MONIQUE FORSEY
146 Village Street
Northford, CT 06472
(203) 484-4568
Monique.Forsey@gmail.com

PROFESSIONAL OBJECTIVE

Senior Desktop Engineer/ Junior Network Engineer

EXPERIENCE

6/2016 to Present **Gaylord Specialty Health Care**

Title: PC/Lan Technician

Responsibilities include all technical support for Desktops, Laptops, Servers and peripherals. Troubleshoot and resolve any and all software and hardware related errors and/or conditions that hinder the ability for the end user to operate their equipment effectively. Document and share technical information with co-workers and end users as needed. Perform updates on computers in mass using pdq-deploy software, create images of laptops and desktops as need to deploy in quantity.

5/10– 9/2015 **Pearson Digital Learning**

Title: Senior Support Field Engineer

Responsibilities include support of 28 schools in the Hartford Public School system. Successfully maintain over 50 Windows 2008 Servers and software applications for Pearson Digital Learning. Maintain hardware, software configurations, computer and printer setups. Responsible for addressing trouble tickets via BMC Tracking System or Manage Engine Service Desk. Use Altiris to push out key updates to computers in mass. Work closely with teachers to help them have a better understanding of Pearson's Waterford and Successmaker applications. Diagnose and troubleshoot server and client pc's for hardware or software issues. Posses written and oral skills. Exceptional customer interpersonal skills. Knowledgeable with HP/Compaq, Dell, Gateway computers, Tablets, iPads and Smart phones along with various name brand printers such as HP, Lexmark, Canon, and peripherals. Experienced with network environments and protocols. Fluent with Microsoft OS's and Office products and third party vender applications. Able to work alone or with a team. Have the ability to work under pressure in a fast paced environment. Can multitask and prioritize projects or objectives. Look forward to difficult challenges. Specializing in high volume call closures. Experienced with remote control software applications such as Dameware, Landesk, Teamviewer, Logmein and Microsoft Remote Control.

9/04-6/09 **New Haven Board of Education, New Haven, CT**

Title: Independent Contractor / Senior Desktop Engineer

Successfully maintained and was sole supporter of all hardware and software issues pertaining to McGraw Hill's "Breakthrough to Literacy Application" and Scholastic's "Read 180 Application" as warranted by the "No Child Left Behind Act". Serviced 2000+ clients. Created and conducted workshop training classes for Technology Facilitators, which included basic troubleshooting skills, remote desktop and FAQ's etc. Fluent with different remote control software and Help Desk Track-it Systems. Exceptional ability diagnosing and repairing Windows network related hardware or software problems in a timely manner. Proficient with DOS, Microsoft 98/ME/NT/2000/XP/Vista, Microsoft Office, Microsoft Exchange, Outlook, McAfee Anti-Virus, Symantec Ghost Imaging Software, Ethernet and Wireless networks, Thin Clients, Network protocols (IPX/SPX, TCP/IP, DHCP, DNS, SNMP, POP, etc). Brought a high level of expertise and speed diagnosing computers, printers and peripheral hardware. Familiar with PDA's, Blackberry's, and Bluetooth devices. Developed and maintained a close relationship with end users. Possess great oral and written

communication skills, organizational skills and in depth problem solving capabilities. Able to work independently or with a team. Comfortable working in a fast paced environment. Specializing in high volume call closures.

5/99-6/04 GE Capital ITS, Stamford, CT

Stations: *2 yrs at Yale New Haven Hospital/ 3 yrs at New Haven Board of Ed*

Title: Senior Desktop Engineer

Maintained and troubleshot all aspects of computer technology including OS, software, hardware, special applications, and server issues. Proficient in Windows 98/NT/2000/XP, Office Suites, MS Outlook, Microsoft Exchange. Some experience with installations of Windows 2000/2003 servers and Novell servers. Demonstrated ability to learn, apply and support latest technology. Proven ability to diagnose and execute solutions for all types of network, computer, peripherals and software issues. Completed and successfully executed a special project request by client to setup and configure a universal profile for 60 laptops, also accomplished a client request project to upgrade an existing NT Server to a Windows 2000 server. Worked closely with end users in resolving computer related issues. Welcomed challenges and learning new technology. Trained Helpdesk staff in learning new techniques to resolve computer issues. Consistently exceeded the required amount of service related call closures. Received a customer service award.

5/95-3/99 SUPERIOR CONSULTING / LINCOLN COMPUTER, Wallingford, CT

Title: Computer Technical Engineer / System Consultant

Troubleshooting PC's, Servers, MAC's and printers (hardware and software). Successfully configured and installed new Novell Networks and Windows NT Servers. Delivered and executed a new hardware system called Netware Connect, which consisted of enabling remote dial-up access to client servers. Heavily involved in installation and configuration of leading edge technology. Trained and mentored new apprentices. Primary clientele included *St. Francis Hospital, Mt. Sinai, Elmcrest, Bristol Hospital and Homecare.*

CERTIFICATIONS / CERTIFICATES

Certified A+ Professional, Microsoft Certified Professional (MCP), Network +, Microsoft Certified Desktop Support Technician (MCDST)

Windows 98/2000/XP Troubleshooting and Support, Windows Server 2008, Windows 7 and 8 Pro
Lexmark Printer Training, Microsoft Networking Essentials,

Administrating Microsoft NT 4.0, Installing and Configuring Microsoft NT Server 4.0,

Netware Admin. Ver. 4.1, Novell Advanced Admin. Ver. 4.1 (CNA), Compaq System Technologies,
Novell Networking System Administrator Ver. 3.12 (CNA)

Compaq, HP LaserJet printers, IBM Advanced Connectivity, IBM Human Resources Development, IBM
Micro Computers.

EDUCATION

Sir Sanford Fleming College, Peterborough, Ontario Canada

Course: Computer Systems Engineer (Canadian Equivalent Associates Degree)

COMMENTS

As my resume reflects, I have extensive experience and considerable educational background in the field of computer servicing. I have been given numerous challenges and projects that have been successfully achieved. I am an energetic professional who takes pride in the quality of her work; I know I could take on most any responsibility and succeed. I welcome the challenges of the never ending technology world and truly love what I do. I am motivated, tenacious, and build good relationships with others. As a successful desktop engineer I know I would be a complement to any senior engineer.

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.

2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.

3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.

4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.

6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.

8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Lynn Brantley
Date: November 19, 2019
Re: 3Prime Web Solutions

Executive Summary/ Statement: Approval is requested for an Agreement by and between the New Haven Board of Education and 3 PRIME Web Solutions services for maintenance and extension of the SRBI Web App system in the 2019-2020 School year. Also there is a need by the Reading Department for advanced and responsive support for Google App, as well as the desire to provide resources on-demand for programming support for other infrastructural 3rd party vendor integrations.

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

Maintenance Exporting Session=60 hours=\$4,500
SRBI and Assessment Integration Session=160 hours=\$12,000
Monthly Meetings and Road Map Session=14 hours=\$1,100
Hosting Renewal and SSL Certificate=\$700
Grant Total=\$18,300

**Funding Source & Account #: Alliance Program of the New Haven Board of Education,
Account Number: 2547-6108-56694**

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

This service is strategically aligned with the District goals of having students at grade level reading along with providing the underpinning skills to be Career and College ready. This database system allows individual planning that is strategic around reading remediation and enrichment.

2. How was the contractor selected? Quotes? RFP? Sole Source designation?

Sole Source

3. What specific skill set does this contractor bring to the project? SOW attached

4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.

This is a continuation of service. There is a minor increase to account for the integration of the SRBI web system and the online assessment portal as well as the ability to export state mandated data directly from the online portal.

5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?

The contractor is evaluated by the staff utilizing the database system. The staff from the Literacy Department, Bilingual Department, Data Department and Special Education Department has met continually through the last 5 years to refine and create the system that best meets the needs of teacher and principals in providing a data dashboard that is available daily. The evaluation of the services of 3Prime Web Design is that they provide the service that is high quality and meets our growing needs.

6. **If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?** No. this is a service that has been chosen through the guidance of the NHPS IT Dept.
7. **Why do you believe this agreement is fiscally sound?** This item is essential to provide our K-3 staff with the ability to monitor and program for success student outcomes, to inform interventions, and to accelerate students who qualify. This information is also utilized in setting growth goals with students and teachers.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

3 Prime Web Solutions

FOR DEPARTMENT/PROGRAM:

Literacy Department

This Agreement entered into on the 9th day of December 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and, 3PRIME Web Solutions, 2911 Dixwell Avenue Suite 106 Hamden, CT 06518

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of:

Maintenance Exporting Session=60 hours=\$4,500
SRBI and Assessment Integration Session=160 hours=\$12,000
Monthly Meetings and Road Map Session=14 hours=\$1,100
Hosting Renewal and SSL Certificate=\$700
Grant Total=\$18,300

The maximum amount the contractor shall be paid under this agreement: Eighteen Thousand and Three Hundred Dollars (\$18,300). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Alliance **Program** of the New Haven Board of Education, **Account Number:** 2547 -6108 -56694 **Location Code:** 0000.

This agreement shall remain in effect from December 9, 2019 to June 30, 2020.

SCOPE OF SERVICE: Application development, infrastructure upgrades and extension of the SRBI and Assessment Web portals. This provides the needed programming support for vendor integrations such as the SDE portal for early assessments. Maintenance and extension of these database systems (srbi.nhboe.net) enables schools to collect meeting information for SRBI along with monitoring monthly data on students in K-12.

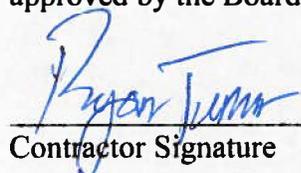
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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*. 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

9/26/2014
Date

Date

Ryan Turner co-owner
Contractor Printed Name & Title

Statement of Work

Date 9/24/2019
Client New Haven Public Schools
Job Name NHBOE.NET Web Apps 2019-2020
Requested by Reading & Math Department
From 3PRIME, LLC
2911 Dixwell Avenue Suite 106
Hamden, CT 06518



Summary

This SOW refers to application development, infrastructure upgrades, and extensions of the SRBI and Assessments Web portals in the 2019-2020 school year. Additionally, there is a need by the Reading Department for advanced and responsive support for SRBI & Assessments Portal, as well as the need to provide resources on-demand for programming support for other infrastructural and 3rd party vendor integrations.

This scope of work will run from August 2019 through July 2020.

Language for actual contract

Maintaining and Extending the database system (srbi.nhboe.net) that enables schools to collect meeting information for SRBI along with monitoring data on students grades K-8 in New Haven Public Schools. This was built in 2013 and has been used to track trajectory of students within our literacy intervention programs and ensures accountability for the academic needs of at risk students. Contract includes hosting for the system, data security maintenance, update requests for data and interface, and extensions of the system agreed upon as requested.

Additionally, the New Haven Public Schools requires advanced programming expertise to support and extend Google Apps services. 3PRIME continues improving the application usability of the system and reporting integration as requested.

Furthermore, as opportunities present themselves to improve the department's suite of web service applications, it is requested that on-demand Application Development capacity is integral to the ongoing mission to enable technological leadership for department processes.

Project Scope

This SOW covers the following activities and deliverables.

Overhead - Cost: \$700

- Hosting Renewal - \$50 per month or \$600 per year
- SSL Certificate - \$100 per year

Onboarding, Maintenance, Exporting, Quality Assurance & Adhoc - Time: 60 hours, Cost: \$4,500

- Hosting Management
 - Web Hosting Resources Review
 - Database Resource Review
 - Manage email system
- Ad Hoc User Interface Updates (ie, form values and layouts)
- Ad Hoc Maintenance Updates and Training
 - data, website, or other system update available on request
- Student Data Management for year over year changes to students

- Data Exporting - ability to export data for state reporting (assessments)
- SRBI portal - Adhoc Application Updates
- Assessment portals - Ad Hoc Application Updates, data importing, and google sheets generation

SRBI & Assessments Portal Integration - Time: 160 hours, \$12,000

- User Interface (UI) and User Experience (UX) enhancements
- Unification of UX - Merges SRBI and Assessments into a single portal experience
- Framework improvement to broaden scalability and strengthen performance
- Robust querying and exporting capabilities
- Permission/roles system to secure critical areas and sensitive data
- OAuth authentication strategy for a secure, passwordless system
- SRBI - Enhanced Progress monitoring area for better, more frequent progress reporting
- Addition of Spanish predictor column(s)
- Addition of January sel Predictor to literacy data and running record(s)
- Addition of June sel Predictor to literacy data and running record(s)
- Development of data pipeline FROM Powerschools INTO SRBI/Assessment app

Monthly Meetings and Development Road Map - Time: 14 hours, Cost: \$1100

- o Attend Quarterly Meetings with coaches and administrators
 - Gather feedback
 - Manage requests either as part of scheduled maintenance or as elements for a development roadmap to continuously improve the system.
 - Provide for 2 hours per meeting between August and June
- o Simple changes can be performed as part of Ad Hoc Maintenance or slated for future extension development.
 - Taking feedback and implementing requests
 - Interface improvements

Pricing

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item	Price	Cost Structure
Total Contract Value	\$18,300	
Overhead	\$700	
Onboarding, Maintenance, Exporting, Quality Assurance & Adhoc	\$4,500	
SRBI & Assessments Portal Integration	\$12,000	
Monthly Meetings and Development Road Map	\$1,100	
TOTAL NOT TO EXCEED	\$18,300	

Invoices are provided at appropriate milestones and are due within 30 days. Invoices paid after 35 days are subject to a 5% late fee.

Key Assumptions

This agreement is based on the following assumptions.

1. This Proposal serves as a project outline only. A formal engagement between 3PRIME and Client would be governed by a Statement of Work (SOW).
 2. Client is solely responsible for all patent/trademark searches as well as all regulatory tests, evaluations, submissions, approvals, trials, and/or certification.
 3. Prior to project kick-off, Client will ensure that 3PRIME staff will have whatever approval, credentials, software, and/or equipment may be required for in-person and remote access to all facilities and systems relevant to the scope of this project.
 4. Prior to project kick-off, Client will identify by name, role, and responsibility all key staff, needed by 3PRIME for the interviews, research, project participation, feedback/review/milestone meetings, and/or formal decisions/approval detailed herein. Client will also ensure that these individuals remain readily available to 3PRIME throughout the duration of this project (or proactively designate an authorized alternate).
 5. Client will designate a single individual (typically a project lead or project manager) as 3PRIME's primary point of contact to facilitate all communications between 3PRIME and Client.
 6. Client will have 2 business days to accept or reject each of 3PRIME's deliverable(s) Client will provide written reviews/approvals via email.
 7. Subject to 3PRIME retaining overall responsibility for delivery of the Services and Deliverables, Client shall assist 3PRIME in the performance of its obligations under this agreement and shall undertake all Client responsibilities specified in the SOW, and in this clause at its own expense.
 8. 3PRIME shall perform the services hereunder for Client and shall assign, and hereby assigns to Client a license to the underlying service and source code developed and provided by 3PRIME to Client under this SOW. These services may include, but are not limited to, patents, patent applications, inventions, designs, trademarks, copyrights, mask works, discoveries, formulas, processes, plans, specifications, guidelines, graphics, notes, instructions, training materials, software, software programs, software documentation, films, videotapes, slides, scripts, processes, records, drawings, illustrations, instructor guides, student materials, masters, tapes, or copyrightable works as well as other ideas or materials developed or conceived by 3PRIME's staff/subcontractors/agents for Client from proprietary and/or confidential information or materials belonging to Client during the term of, and arising out of services performed under this SOW. 3PRIME retains ownership rights to the source code and intellectual property developed under this agreement regardless of how the Client chooses to continue to develop the system.
-



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: West Rock STREAM Academy
Date: October 30, 2019
Re: Sportsometry

Executive Summary/ Statement: Approval is requested for an Agreement by and between the New Haven Board of Education and Sportsometry to provide a comprehensive after-school science program for students in grades 2-4 at West Rock STREAM Academy. The activities include educational classes and programs that teach mathematics, physics and related cognitive skills using sports.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$150.00 per session for 55 sessions. Total cost of Agreement \$8,250.00

Funding Source & Account #: Magnet 16-19 West Rock Authors STREAM C/O, Acct. # 2517-6236-56694-0049

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

This contract supports the school goals of STREAM integration through the use of incorporating sports into the curriculum. District goals are supported by increasing student competencies in problem solving, critical thinking, and collaboration.

2. How was the contractor selected? Quotes? RFP? Sole Source designation?

Sole Source

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

This contract will support the afterschool programming for students in grades 2-4 while integrating our magnet STREAM theme. Learning will occur through curricular integration with sports.

4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.

This contractor has worked with New Haven Public School students in the past with the purpose to deepen the effectiveness of hands-on learning integrating our STREAM magnet theme.

5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?

Performance will be evaluated by teacher and student feedback as well as program review by school administration and the schoolwide magnet team. Student engagement will be monitored through surveys.

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

N/A

7. Why do you believe this agreement is fiscally sound?

This agreement is fiscally sound because it meets the needs of the magnet grant requirements while providing a comprehensive service to the students of West Rock STREAM Academy.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Sportsometry

FOR DEPARTMENT/PROGRAM:

West Rock STREAM Academy

This Agreement entered into on the 30th day of October, 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Sportsometry located at, 101 Whitney Ave, New Haven CT 06510 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$150 per session, for a total of 55 sessions.

The maximum amount the contractor shall be paid under this agreement: Eight Thousand Two Hundred and Fifty dollars (\$8,250). 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 West Rock Authors STREAM C/O Program** of the New Haven Board of Education, **Account Number: 2517-6236-56694 Location Code: 0049.**

This agreement shall remain in effect from December 9, 2019 to June 30, 2020.

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).*

In general, this program will consist of a comprehensive after-school sports program for students in grades 2-4 at West Rock STREAM Academy. Sportsometry provides educational services that include educational classes and programs that teach mathematics, physics and related cognitive skills using sports. The students participate in an after school, three-phase program. Each phase includes 5 sessions designed to draw connections between various sports and age-appropriate math topics such as spatial relationships, probability, angles and statistics. As in all afterschool programs, Sportsometry shall take attendance, and be responsible for effective programming.

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

November 18, 2019

Date

Date

Elvert Eden Executive Director

Contractor Printed Name & Title

Revised: 10/2/18

Scope of Service and Budget

Sportsometry will provide overall project coordination and administration

- 69 sessions
- All sessions will be held at West Rock STREAM Academy
- First session to be held on November 19th 2019 and final Sessions will be completed before June 30, 2020
- Sportsometry will provide programing for 2nd, 3rd and 4th grade students at West Rock STREAM Academy.
- Sessions will include Math and Science enrichment supported by an athletic activity to reinforce the daily lesson
- Sessions will be held on Tuesday, Wednesday and Thursday from 3:30- 4:30
- Academic portion of each lesson will be held in a classroom and the sports piece of the lesson will be held in the gymnasium.
- Sportsometry will provide all sporting equipment and classroom supplies
- Session will not be held on early dismissal days or when New Haven Public Schools are closed.

Budget

Total Cost---

\$150.00 per session

55 total sessions

55 X \$150.00= \$8,250.00

Total Amount: \$8,250.00

West Rock Stream Academy Data Sheet (2018-2019)

Group/Assessment	Grade	Last Name	First Name	Pre	Post	Chg	Level	Pre Score	Post Score	Pre %	Post %	Pre Score	Post Score	Pre %	Post %	Change	Diff %
Control	WRSA K-4 Spring19	Castro	Leonardo	7	3	M	WRSA	0	6	0%	1	6	17%			I	17%
Control	WRSA K-4 Spring19	Green	Taiyeh	9	4	F	WRSA	2	6	33%	3	6	50%			I	17%
Control	WRSA K-4 Spring19	Johnson	Jayden	8	3	M	WRSA	2	6	33%	3	6	50%			I	17%
Control	WRSA K-4 Spring19	Johnson	Andre	10	4	M	WRSA	2	6	33%	4	6	67%			I	34%
Control	WRSA K-4 Spring19	Ketta	Tranika	7	2	F	WRSA	1	6	17%	2	6	33%			I	16%
Control	WRSA K-4 Spring19	Nomran	Zarnane	9	4	F	WRSA	3	6	50%	4	6	67%			I	17%
Control	WRSA K-4 Spring19	Richardson	Caelan	6	2	F	WRSA	3	6	50%	4	6	67%			I	17%
Control	WRSA K-4 Spring19	Timble	Eddie	9	3	M	WRSA	1	6	17%	1	6	17%			NC	0%
Control	WRSA K-4 Spring19	Vaughn	Malia	9	4	F	WRSA	5	6	83%	5	6	83%			NC	0%
Control	WRSA K-4 Spring19	Velaz	Parasphone	9	4	F	WRSA	6	6	100%	5	6	83%			D	17%
Control	WRSA K-4 Spring19	Williams	Rodneya	9	4	F	WRSA	5	6	83%	5	6	83%			NC	0%
Control	WRSA K-4 Spring19	Wilson	Zitaya	8	3	F	WRSA	3	6	50%	3	6	50%			NC	0%
Control	WRSA K-4 Spring19	Wilson	Blayla	7	2	M	WRSA	0	6	0%	0	6	0%			NC	0%

Treatment	WRSA K-4 Spring19	Abbott	Leen	7	2	F	WRSA	2	6	33%	4	6	50%			I	17%
Treatment	WRSA K-4 Spring19	Ad-Din Abbott	Bahaa	8	3	M	WRSA	2	6	33%	1	6	17%			D	16%
Treatment	WRSA K-4 Spring19	Al Rashid	Mariam	7	2	F	WRSA	1	6	17%	8	6	100%			I	83%
Treatment	WRSA K-4 Spring19	Alrobb	Hassan	8	3	M	WRSA	4	6	67%	6	6	100%			I	33%
Treatment	WRSA K-4 Spring19	Cannon	Kadan	9	3	M	WRSA				3	6				INC	
Treatment	WRSA K-4 Spring19	Crocker	Arianna	6	3	F	WRSA	2	6	33%	3	6	50%			I	17%
Treatment	WRSA K-4 Spring19	Davis	Laf'Jhon	9	4	M	WRSA				6	6				INC	
Treatment	WRSA K-4 Spring19	Osabito	L'Elan	8	3	F	WRSA	3	6	50%	6	6	100%			I	50%
Treatment	WRSA K-4 Spring19	Oraughn Binnell	Alysh	8	4	F	WRSA	5	6	83%	4	6	67%			D	16%
Treatment	WRSA K-4 Spring19	Elouadi	Khadja	7	2	F	WRSA	1	6	17%	1	6	17%			NC	0%
Treatment	WRSA K-4 Spring19	Elouadi	Noah			K	WRSA				3	6				INC	
Treatment	WRSA K-4 Spring19	Howard	Jalash	8	3	F	WRSA	4	6	67%	5	6	83%			I	16%
Treatment	WRSA K-4 Spring19	Howard	Jamli	9	4	M	WRSA	6	6	100%	4	6	67%			D	33%
Treatment	WRSA K-4 Spring19	Jones	Solveigh	9	4	F	WRSA	2	6	33%	3	6	50%			I	17%
Treatment	WRSA K-4 Spring19	Lilientigo	Jamuel	10	4	M	WRSA	1	6	17%	2	6	33%			I	16%
Treatment	WRSA K-4 Spring19	Liangli	Jadial	9	4	M	WRSA	1	6	17%	1	6	17%			NC	0%
Treatment	WRSA K-4 Spring19	McArthur	Robert	8	2	M	WRSA	1	6	17%	5	6	83%			I	66%
Treatment	WRSA K-4 Spring19	Moore	Troy	6	3	M	WRSA	4	6	67%	5	6	83%			I	16%
Treatment	WRSA K-4 Spring19	Pina	Arldine	8	2	M	WRSA	2	6	33%	2	6	33%			NC	0%
Treatment	WRSA K-4 Spring19	Reifing	Pierce	7	1	M	WRSA				3	6				INC	
Treatment	WRSA K-4 Spring19	Sanchez	Jenson	7	2	M	WRSA	1	6	17%	6	6	100%			I	83%
Treatment	WRSA K-4 Spring19	Sanders	Caleb	7	1	M	WRSA				2	6				INC	
Treatment	WRSA K-4 Spring19	Sanders	Jahar	8	3	M	WRSA	3	6	50%	5	6	83%			I	33%
Treatment	WRSA K-4 Spring19	Selzer	Steven	9	4	M	WRSA	5	6	83%	5	6	83%			NC	0%
Treatment	WRSA K-4 Spring19	Tungue-McCone	Dakon	7	2	M	WRSA	3	6	50%	6	6	100%			I	50%
Treatment	WRSA K-4 Spring19	Whitfield	Sherryah	9	3	F	WRSA	2	6	33%	2	6	33%			NC	0%

Control	Pre-Post	Pre-Post	Average	%
# of Students	13		Average	V/D
I = Increased Score	7 of 13 or 54%		19%	
NC = No Change	5 of 13 or 38%			
D = Decreased Score	1 of 13 or 8%		17%	
INC = Incomplete	0 of 26 or 0%			

Treatment	Pre-Post	Pre-Post	Average	%
# of Students	26		Average	V/D
I = Increased Score	13 of 26 or 50%		40%	
NC = No Change	5 of 26 or 19%			
D = Decreased Score	3 of 26 or 12%		22%	
INC = Incomplete	5 of 26 or 19%			

13 students took the Control assessments and 26 students took the Treatment assessments
 5 of 13 control students had no change in score from pre to post assessments
 5 of 26 treatment students had no change in score from pre to post assessments
 Incomplete test results = students were not present for both pre and post assessments
 Control students had less score decreases (-5%) than the control students
 Treatment students had more score increases (+21%) than the control students



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: Marquelle Middleton
Date: November 13, 2019
Re: LaVoz Newspaper/Radio Ads Agreement

Executive Summary/ Statement: LaVoz will provide outreach to the Latino community by providing News Paper Ads and Radio announcements. The advertising campaign is as follows: LaVoz Newspaper, Full-page ads, an extra full-page ad as added value in the following editions of LaVoz January 9th, 16th, 23rd and the 30th of 2020. La Voz Radio half hour interview in English and half hour interview in Spanish.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$7,200

Newspaper Ads: \$5,700

(3) Full Page Ads + (1) Added Value = (4) Ads

Radio Spots (WNHH 103.5 FM): \$1,500

(7) 60 Second spots/week = 35

F.Y.I. Spots

Interviews 30 minutes English and 30 minutes Spanish

Spots will also air at other times when space is available

Funding Source & Account #: Magnet 16-19 Central Office C/O, 2517-6232-56694-0000

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?**
To create a more diverse educational environment. Reaching HISPANIC students throughout the district including the suburban areas.
- 2. How was the contractor selected? Quotes? RFP? Sole Source designation?**
Contractor was selected because Quote was within budget requirements, other vendors could not meet budget requirements.
- 3. What specific skill set does this contractor bring to the project?**
Advertising the Choice & Enrollments Lottery and process. Ensuring that all Hispanic students throughout the district is well informed of the educational opportunities in New Haven. Hispanic families will be able to receive all information in Spanish language.
- 4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**
This is a continuous contractor. End of service contractor will provided an accountability of newspapers and radio frequency throughout the district. Accounting of exactly how many homes it will reach. .

5. **Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**

Contractor will be evaluated by an in office survey. Contractor will communicate with office administrator of any changes or updates posted in the paper and radio ads will be pre-recorded. Recruitment Coordinator will view advertisements weekly.

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

No, provider is not compatible to C&E duties.

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

Because it is economically, budget affordable and will advertise the C&E message. Message will also reach families without internet and television access.



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT
By And Between
The New Haven Board of Education
AND

Hispanic Communications, LLC (La Voz Newspaper)

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 12th day of November 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Hispanic Communications, LLC (La Voz Newspaper) located at, 51 Elm Street, Suite 307, New Haven, CT 06510 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$5,700** Newspaper Ads, (3) Full Page Ads + (1) Extra Full-page Ad for Added Value = (4) Ads and **\$1,500** Radio Spots WNHH 103.5 FM, (7) 60 Second spots/wk = 35, F.Y.I. Spots, Interviews 30 minutes English and 30 minutes Spanish.

The maximum amount the contractor shall be paid under this agreement: Seven thousand two hundred dollars (**\$7,200**). 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 Central Office C/O Program** of the New Haven Board of Education, **Account Number: 2517-6232-56694 Location Code: 0000.**

This agreement shall remain in effect from December 9, 2019 to April 30, 2020.

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).*

La Voz will provide outreach to the Latino community by providing News Paper Ads and Radio announcements. The advertising campaign is as follows: La Voz Newspaper, (3) Full-page ads, an extra full-page ad as added value in the following editions of La Voz for the month of January, 2020. La Voz will also advertise in their Radio Station WNHH 103.5 FM in English and Spanish.

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*. 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's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

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

Norma Rodriguez
Contractor Signature

President
New Haven Board of Education

11/12/19
Date

Date

Norma Rodriguez
Contractor Printed Name & Title
Publisher

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

La Voz Hispana

Your Weekly FREE Spanish Newspaper, speaking to over 135,000 consumers per publication

Springfield Office: 133 Maple Street, SPRINGFIELD, MA 01105 Tel. 413-306-6868 Fax 413-306-6869
 Headquarters: 51 Elm Street, Suite 307 New Haven, CT 06510 Tel. 203-865-2272 Fax 203-787-4023

For information: norma@lavozhispana.com
 For ads only: ads@lavozhispana.com

AGREEMENT

Date: 9/23/19

Advertiser Name New Haven Public Schools (Choice School Choice)
 Street Address 54 Meadow St.
 City New Haven State CT Zip 06519
 Telephone 475 220-1434 Fax () _____
 Contact Name William Wynn E-mail _____

2019 / 2020 Publication DATES and RATES

2019												2020					
JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
3	7	7	4	2	6	4	1	5	3	7	5	2	(6)	5	2	7	4
10	14	14	11	9	13	11	8	12	10	14	12	9	*13	12	9	14	11
17	21	21	18	16	20	18	15	19	17	21	19	16	20	19	16	21	18
24	28	28	25	23	27	25	22	26	24	28		(23)	27	26	23	28	25
31				30			29		31			(30)			30		

SIZES

Front Page _____ *
 Full Page 3+1 added value 3/4 Page _____
 Jr. Page _____ 1/2 Page _____
 1/3 Page _____ 1/4 Page _____
 1/6 Page _____ 1/8 Page _____
 1/12 Page _____ 1/24 Page _____
 Online Ads / Weeks _____ Size pixel _____

Amount: News Paper 5,700
Radio Spots 1,500

Cost of ad \$ _____
 Translation \$ _____
 Other \$ _____
 Total Amt. \$ 7,200.00
 Deposit \$ _____
 Balance \$ 7,200.00

Ad Specifications

Size full page Quantity 3+ *1 added value
 E-mail (PDF) Translation Horizontal
 Graphic Design Color Vertical

Payment Terms:

Credit Card _____
 Check _____   

Special Instructions

WNHH 103.5 FM
Radio Spots
7 60 seconds spots per week = 35
FYI spots
Interview 30 minutes English
30 " Spanish
Spots will also air at other times when space is available.

*Payment Terms:
Cash Basis: Payment for each ad insertion is due in full 3 days prior to publication date. Advance full payment of insertion schedules earns additional discounts.
Credit basis: Advance payment for initial insertion. Upon approved credit, subsequent insertions will be invoiced 2 days after ad publication. Payment is due on the 15th day after publication. Payment not received within 30 days of publication date will revert account back to cash basis for subsequent insertions. Interest will also accrue (5% per month) on delinquent balances past 60 days.
 I agree to advertise in # _____ issues of La Voz Hispana as described above. It is my responsibility to request desired changes to the above schedule, in writing, on or before the published ad deadline. I understand that it is my responsibility to verify the accuracy of my ad after it is published, and report errors on or before the following edition deadline in order to receive appropriate credit for such errors, no greater than the original ad rate. Credit will be added to the end of this insertion schedule. If I fail to complete this schedule for any reason, I will reimburse La Voz Hispana for two times the amount saved under contract. I agree to pay legal or collection fees incurred by La Voz Hispana should collection procedures become necessary at any time.

Authorized Signature _____ Date: _____

Print Name _____
 La Voz Hispana Rep. Norma Rodriguez Date Received 9/23/2019



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Roberto Clemente Leadership Academy for Global Awareness
Date: 11/5/19
Re: Partnership with The Buck Institute for Education

Executive Summary/ Statement: BIE will deliver hands-on PD sessions with a focus on: supporting teachers with designing lessons and projects that include differentiation and socio-emotional learning that fit into each of their trans-disciplinary units.

**Amount of Agreement and the Daily, Hourly or per Session Cost: \$8,250.00 per session.
Total agreement: \$8,250.00**

Funding Source & Account #: Magnet 16-19 Clemente C/O & 2517-6233-56694-0042

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?** BIE will provide professional development to help teachers utilize differentiation through PBL opportunities. The instructor will assist teachers in revising/improving lesson/units by including multiple strategies for differentiation and further their knowledge of PBL.
- 2. How was the contractor selected? Quotes? RFP? Sole Source designation? Sole Source**
- 3. What specific skill set does this contractor bring to the project?** The Buck Institute will bring pedagogical skill set in the area of rigorous unit revision and strategies for differentiation through PBL.
- 4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year. New Service.**
- 5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?** We hope to see an improvement in the level of rigor and differentiation in our PBL units and lessons. Additionally, we expect the revised/improved lessons that are updated to fit nicely into the transdisciplinary units for each marking period.
- 6. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?** The training can't be provided by the district. The

staff at the Buck Institute are the experts and have specific PD offerings that address our school's need to improve our differentiation techniques.

7. Why do you believe this agreement is fiscally sound? By investing in the Buck Institute, we will be investing in the sustainability and longevity of effective lesson writing with a focus on differentiation for our students.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

The Buck Institute for Education

FOR DEPARTMENT/PROGRAM:

Roberto Clemente Leadership Academy

This Agreement entered into on the 12th day of November, 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December, 2019 by and between the New Haven Board of Education (herein referred to as the “Board” and, The Buck Institute for Education located at 3 Hamilton Landing, Suite 220, Novato, California 94949(herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$8,250.00 per session, for a total of 1 Session.

The maximum amount the contractor shall be paid under this agreement: Eight thousand two hundred fifty dollars(\$8,250.00). 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 Magnet 16-19 Clemente C/O **Program** of the New Haven Board of Education, **Account Number:** 2517-6233-56694 **Location Code:** 0042.

This agreement shall remain in effect from December 9, 2019 to February 1, 2020

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 PD will further develop the knowledge base of PBL for our teachers. The facilitator will provide a two day sustained support visit to address strategies for differentiation and socio-emotional learning through PBL. Additionally, the facilitator will assist with the revision and improvement of magnet units through enhancing PBL lessons and opportunities for marking period 3 and 4 units.

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

11-14-2019

Date

Date

Debra S. Hunter, Chief Strategy and Operations Officer

Contractor Printed Name & Title

Revised: 10/2/18

Proposal for Services

Prepared for Roberto Clemente Leadership Academy – Michael Youngman
Proposal # P-16443
Date November 18, 2019

The follow document is a proposal and is not a guarantee of service availability, nor does it confirm the scheduling of any of the services listed. Please reach out to the PBLWorks Services team if you have any additional questions, and we are happy to follow up by email or by phone. *The prices listed on the Services Proposal are valid for 60 days and are subject to change after the proposal expires.*

Ready for the next steps? If you would like to move forward with scheduling services, your next steps are as follows:

1. Request the specific services and dates you would like to schedule by replying by email to services@pblworks.org. *Please note that services and dates are not guaranteed until a Service Agreement is signed. PBLWorks requires at least 6-8 weeks for contracting and procurement.*
2. Complete the [Contact Information Form](#) for service contracting. *This form confirms your authorized signer and the billing, shipping, and administrative contacts for your organization, required for PBLWorks to generate a contract.*
3. Sent via DocuSign, the Services Agreement is signed by your authorized signer. *Once signed, your services are scheduled and dates are officially secured on our calendar.*

Does your school or district have additional requirements for contracting? Please let us know as soon as possible, so we can work with your team to finalize needs.

If you have other questions or concerns about scheduling, service details, or pricing, feel free to be in touch. We look forward to working with you to bring Project Based Learning to the teachers and students you serve!

Pricing for Services

Service	Service Price USD	Quantity	Total Price USD
2019 Teacher Sustained Support Visit (2-day)	\$8,250.00 per visit	1 visit	\$8,250.00

TOTAL USD \$8,250.00

These prices are valid for scheduled services in the continental United States within the date ranges listed above. Prices are inclusive of facilitator fees, travel, accommodations, and administrative and other costs.

This is a non-binding quote for service offerings requested of PBLWorks. Service scheduling is not confirmed until a signed Services Agreement has been received by PBLWorks. Peak demand for service delivery is June, July, and August. Clients are advised to confirm services 60+ days in advance of the desired service delivery date.

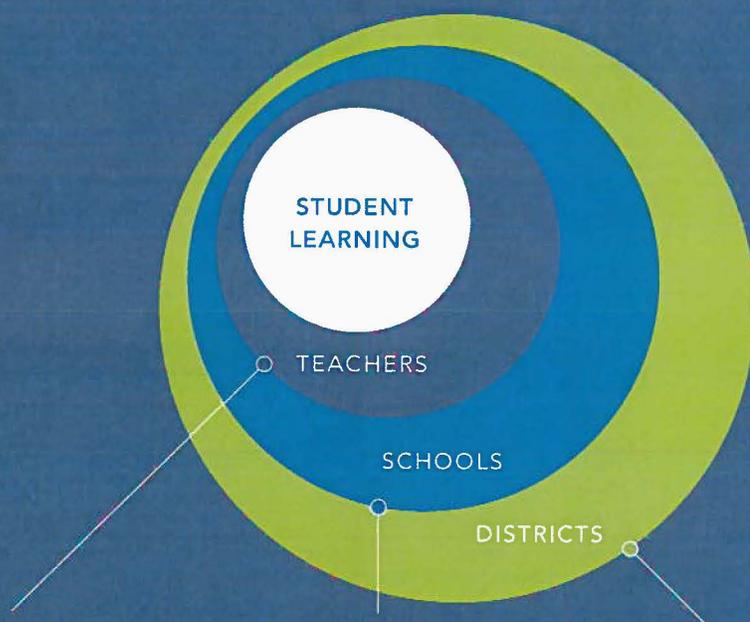
This offer is valid for 60 days following the proposal date.

**The attached PBLWorks Services Catalog is reference
to describe services listed in this proposal.**

Choose Your Path

Gain the skills and knowledge for successful and sustainable implementation of Project Based Learning. Choose from a menu of high-quality service offerings from PBLWorks brought to your school or district, designed to support each level of your educational system.

Whether you're seeking teacher training or you're looking for a whole-district PBL implementation, PBLWorks looks forward to working with you.



CAPACITY

- Design and facilitate a high quality project for your classroom.
- Build a classroom culture that supports Project Based Learning.
- Assess student learning of key content knowledge and skills through projects.

CONDITIONS

- Develop a clear vision and purpose for Project Based Learning.
- Create the conditions and build teacher capacity to implement high quality projects.
- Develop a school-wide culture that supports PBL.

COHERENCE

- Build the capacity of school leaders to create the conditions necessary for teachers to implement high quality projects.
- Develop a district-wide culture that supports Project Based Learning.
- Clearly articulate how PBL aligns with district priorities, initiatives, and intended student learning outcomes.

For Teachers



○ PBL 101: Introductory PBL Workshop

3 days (consecutive) – up to 35 participants

Designed for teachers, school and district leaders, instructional coaches

- Gain the knowledge and skills needed to design, assess, and manage a rigorous standards-based project.
- Actively engage in project design and generate a project plan for your own use.
- Experience a blend of direct instruction, video analysis, hands-on work, resource sharing, and peer collaboration and feedback.
- Based on PBLWorks' model of Gold Standard PBL and facilitated by a PBLWorks expert National Faculty.

This workshop is also available with a focus on Career Technical Education (CTE).

○ Project Slice: Experience PBL as a Learner

1 full day – up to 35 participants

Designed for teachers, school and district leaders, instructional coaches

- Experience what it's like to be a learner in Project Based Learning by immersing yourself in a project that models the key features of the PBL process.
- Attend this workshop with school and district colleagues to build a shared understanding of PBL.
- Facilitated by a PBLWorks expert National Faculty.

○ Sustained Support Visits

1 or more full days – up to 35 participants

- For teachers and teams who have completed PBL 101 and have done one or more projects, our onsite sessions are tailored to support the success of Gold Standard PBL in practice. Each customized visit focuses on coaching teachers to deepen their knowledge of Gold Standard PBL Design and/or Teaching Practices.
- Support may range from classroom visits, to 1-on-1 coaching sessions with individuals or teams, to whole-staff professional development workshops and protocols.
- Facilitated by a PBLWorks expert National Faculty.

For Schools & District Leaders



○ Visioning Day

1 full day – up to 50 participants

Designed for a diverse set of constituents – including teachers and leaders – across a school and/or district

- Agree on why PBL is the solution for improving students' educational experience across the school and district.
- Understand what high quality PBL is and what it looks like as an instructional method.
- Commit to a shared understanding of how PBL will help achieve a district vision, and articulate overarching district goals for PBL.
- Explore areas for coherence and potential conflicts with other district initiatives and priorities.

○ Implementation Planning Lab

2-day session – up to 35 participants

- Get an overview of PBL, and identify the needs of all stakeholders in your organization.
- Articulate and prioritize the four domains of PBL implementation: coherence, culture, capacity building, and continuous improvement.
- Develop an actionable multi-year plan, whose central goal is the sustainable implementation of PBL.

○ PBL Leadership Series

8-day series of workshops (often spread over 8-12 months) – up to 50 participants

Teams attend this series together. Participants may include district leadership, instructional coaches, department chairs, school principal and leadership team

- Gain the skills and knowledge needed to create the conditions necessary for successful and sustainable PBL implementation in your school or system.
- Attend workshops on key protocols, collegial conversations, analysis of student work, walkthroughs, data analysis, and more.
- Check in via virtual coaching sessions with school leadership teams.

○ Sustained Support Visits for School & District Leaders

1 full day – up to 35 participants

- Onsite visits are specifically tailored to help district and school leaders provide instructional leadership for PBL related to strategic planning, building culture, building capacity, and continuous improvement.
- Visits can be delivered to groups of leaders or individual leaders.
- Facilitated by our PBLWorks school and district leadership team.

○ District Development Coaching

Monthly virtual support

We will work closely with your district team, serving as a strategic thought partner to:

- Support the creation of conditions that enable PBL.
- Manage a co-developed PBL implementation plan.
- Provide your district PBL steering committee with a wide variety of tools from our proprietary District Support Toolkit.
- Provide onsite and virtual support to leaders.
- Schedule PBLWorks staff and National Faculty for services.

○ PBL Coaching Workshop

3 days (consecutive) – up to 35 participants

Designed for instructional coaches/leaders

Prerequisite: PBL 101 Introductory PBL Workshop

- In this workshop, based on our PBL Coaching Cycle and aligned to Gold Standard Project Based Learning, participants will gain the knowledge and skills to support teachers in project implementation.
- Learn through a balanced blend of direct instruction, case study analysis, hands-on work, resource sharing, and peer collaboration and feedback.
- Actively engage in developing a PBL Coaching Toolkit.
- Facilitated by one of PBLWorks' expert National Faculty.



Contact us: pblworks.org/services/request

Maybe you're new to Project Based Learning. Maybe you have years of experience. Or maybe you're somewhere in between... Great! You're exactly who we're here to help.

Our workshops, tools, and research give you the skills, knowledge, and capacity for successful and sustainable implementation of Project Based Learning. Whether you're seeking teacher training or you're looking for whole-district PBL implementation, our team at PBLWorks looks forward to supporting you.

Learn more at pblworks.org



How can we help?

PBLWORKS BY THE NUMBERS

110,000

Teachers & leaders who have been trained by PBLWorks

1,200

Schools who have implemented PBL with our support

40+

Districts who have partnered with us for system-wide PBL implementation

200,000

Copies of PBLWorks publications sold

24%

Annual growth in demand for workshops over the last 5 years

BUCK INSTITUTE FOR EDUCATION

PBLworks

pblworks.org/services

SCOPE OF SERVICES (Exhibit A)

Buck Institute for Education dba PBLWorks (the "Contractor")
3 Hamilton Landing
Suite 220
Novato, CA 94949

Agreement Number: A-3068

Address Information

Bill to:
New Haven Public Schools
54 meadow street
New Haven, CT 06519

Ship to:
Roberto Clemente Leadership Academy
360 Columbus Avenue
New Haven, CT 06519

Billing Information

Company Name: New Haven Public Schools (the "District") **Phone:** 475-220-7621
Contact Name: Brenda Moore **Fax:**
Email Address: brenda.moore@new-haven.k12.ct.us

Services

SCHOOL & TEACHER SERVICES						
BIE Provided Services	Timeline	Maximum Participants	Duration	Quantity	Item Cost	Total Cost
Teacher Sustained Support Visit (2-Days)	December 12, 2019 - December 13, 2019	35 attendees	2 days	1 session	\$8,250.00 /session	\$8,250.00
TOTAL SERVICES						\$8,250.00

Primary Contacts and Participation in Services

The District agrees to provide an administrative coordinator who will be the primary contact for logistics related to the services. The District will inform attendees about workshop and follow-up sessions with enough lead time to ensure optimal attendance and impact. The District will also provide meeting space, audio/visuals, chart paper, markers, and post-it notes for each service listed.

Participation in the Contractor’s service offerings is limited to members of the District’s organization, and may not be used by anyone outside the organization without written permission from the Contractor. Seats in any Contractor service are not for resale. Each service that the Contractor provides has a maximum number of 35 participants. If the participants exceed the maximum number for any service provided, the Contractor reserves the right to cancel the service.

Publications

The price of the PBL 101 Workshop also includes 35 copies of the PBL 101 Workbook shipped to the District’s site. Publications are not included in the price of the Contractor’s Sustained Support Visits.

Rescheduling of Services

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed. A notice of cancellation or rescheduling of any scheduled services must be made in writing 60 days in advance of the scheduled date.

The District agrees to diligently work to reschedule within 60 days of such notice. If no rescheduled date is provided within 30 days of the scheduled service date, the District will be invoiced for the full cancellation fee. If the Contractor cancels or fails to deliver a scheduled service, they will not invoice the District until the rescheduled service is delivered. Cancellation and rescheduling requests for each service are subject to the following fees in order to compensate for costs already incurred by Contractor as a part of the scheduling process.

Notification Period (# of days prior to the confirmed service delivery date)	Rescheduling Fee (per service) (USD)	Cancellation Fee (per service) (USD)
60+ days	\$0	\$0
31-60 days	\$250	\$2,500
8-30 days	\$500 *	\$2,500
1-7 days	\$750*	\$2,500
< 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence)	\$1,000 + Full reimbursement of travel expenses will be required.	Full cost of service

Footnote

Intellectual Property.

The Contractor has developed a proven and proprietary method to teach PBL using certain protocols, methods, modules, audiovisual, online materials, instructional methodology, framework, and series of PBL steps. ("Intellectual Property"). This Intellectual Property and any related proprietary methodology are embodied in various Contractor owned copyrighted works.

To the extent that the Contractor makes any modifications, alterations, add-ons, versions, updates, or other changes to the Intellectual Property, such modifications, alterations, add-ons, versions, updates or other changes shall constitute derivative works, which shall be considered part of the Intellectual Property defined herein.

The Contractor reserves and retains all right, title, interest, and goodwill in and to the Intellectual Property, regardless of the form or media in which it may exist. The Contractor hereby provides a limited, royalty-free, non-exclusive right to the District to use the Intellectual Property within its organization and in connection with the services outlined.

The District hereby agrees that it will not distribute, circulate, copy, cause to be copied, or otherwise replicate the Intellectual Property for use other than within the District's organization in connection with the services outlined or as otherwise set forth herein. The District shall retain exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.

To the extent that the District utilizes any trademark owned by the Contractor in connection with any promotion of any of the services, the Contractor hereby grants the District a non-exclusive, royalty-free, limited license to use any Contractor trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of the Contractor. Contractor trademarks include, but not limited to, BIE, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith.

Criminal History Record

The Contractor performs routine record information reviews using the National Sex Offender Public Website (NSPOW). All employees of the Contractor, and individuals who are independent contractors of the Contractor, who have or will have continuing duties related to the service to be performed at the District will not have direct contact with students. Criminal history and background checks on employees and independent contractors are done as needed.

██████████

Sub-Contractor Disclosures

The Contractor and the District agree that the Contractor may assign an appropriately trained and experienced primary presenter, a “National Faculty” designee, for the training programs described in this Scope of Work. The Contractor will be solely responsible for payment of his/her compensation. National Faculty members are not Contractor employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to the Contractor. The person(s) assigned by the Contractor to act as presenter of the Contractor materials under this Contract is not an agent of the Contractor and has no authority to modify the terms and provisions of this Services Agreement on behalf of the Contractor, or to bind the Contractor to provide any additional materials or services related to this Contract which are not specified in this Services Agreement.

Contractor Service Descriptions

PBL 101 Workshop

3 days (consecutive) – up to 35 participants

Designed for teachers, school and district leaders, instructional coaches

- Gain knowledge and skills needed to design, assess, and manage a rigorous standards-based project.
- Actively engage in project design and generate a project plan for your own use.
- Experience a blend of direct instruction, video analysis, hands-on work, resource sharing, and peer collaboration and feedback.
- Based on BIE’s model of Gold Standard PBL and facilitated by a BIE expert National Faculty.

Sustained Support Visits

1 or more full days – up to 35 participants

- For teachers and teams who have attended PBL 101, our on-site sessions are specifically tailored to support the success of Gold Standard PBL in practice, based on a pre-session survey of the needs of participating teachers and administrators.
- Support may range from classroom visits, to 1-on-1 coaching sessions with individuals or teams, to whole-staff professional development workshops and protocols.
- Facilitated by a BIE expert National Faculty.

██████████

This Attachment, Scope of Services, is acknowledged, accepted and agreed to by:



Debra S. Hunter
Chief Strategy and Operation Officer

11-14-19

Date

Buck Institute for Education
3 Hamilton Landing, Suite 220
Novato, CA 94949

New Haven Public Schools, Official's Signature

Date

Printed Name

Title

New Haven Public Schools
54 meadow street
New Haven, CT 06519





Jorge Valenzuela

Educational Coach | Motivational Keynote Speaker | Lead Coach: Lifelong Learning Defined Inc

Phone: 804-971-0894

Address: 9734 Ransom Hills Terrace
N Chesterfield, VA 23237

Website: <https://www.linkedin.com/in/jorgedoespbl/>

Email: JorgeDoesPBL@gmail.com

*Jorge Valenzuela has served as an educator and coach for the past 14 years and holds both computer science and administrative credentials. He coaches hundreds of educators- both face to face and virtually in **Computer Science**, **Backwards Design Planning**, **Project-Based Learning (PBL)** and the internationally acclaimed **Engineering by Design** curriculum. He delivers motivational keynotes for universities, school divisions, and educational organizations and is the lead consultant for **Lifelong Learning Defined, Inc**, a **National Faculty** of the **Buck Institute for Education** and a **National Teacher Effectiveness Coach** with the **International Technology and Engineering Educators Association**.*

EXPERIENCE

Lifelong Learning Defined, Inc.

November 2017 - Present

CEO and Lead Consultant

Lifelong Learning Defined (LLD) strives to provide all educators practical steps to take in learning, planning and applying computer science (CS) and STEM/STEAM related concepts and practices into instruction with all students. LLD also provides a system(s) for measuring educator progress when participating in professional development and or working with students in CS and STEM/STEAM related content.

For educators and schools, LLD also provides authentic solutions, best practices, and resources for helping them master and weave CS, STEM/STEAM concepts, and practices into both classrooms and schoolwide instructional models.

Buck Institute for Education

December 2014 - Present

National Faculty

Jorge provides Gold Standard-Project Based Learning (PBL) workshops on behalf of the Buck Institute for Education (BIE). Jorge's workshops focus on coaching K-16 educators on adopting the BIE PBL model, to help students solve real-world problems while mastering both academic standards and 21st-century competencies. He also coaches teachers in designing classroom projects that align with key national initiatives/programs in education. He has worked in Atlanta, Cleveland, Connecticut, Florida, Hawaii, Kentucky, Las Vegas, Los Angeles, Michigan, Missouri, North Carolina, New York, Ohio, South Carolina, Texas, and Virginia.

Old Dominion University

August 2017 - Present

Graduate Teaching Assistant

Jorge is a graduate teaching assistant in the Department of STEM Education & Professional Studies and currently teaches STEM 110T. Technology and Your World. 3 Credits. An overview of the resources and systems of technology. Emphasis is on impacts that technology has on individuals and their careers. Activities explore the evolution of technology, its major systems and their impact on individuals and their careers.

International Technology & Engineering Educators Association (ITEEA)

January 2017 - Present

National Teacher Effectiveness Coach

Jorge delivers professional development to Science and Engineering teachers in the Engineering by Design (EbD) curriculum. EbD is a standards-based national model for Grades K-12 that delivers technological literacy in a STEM context.

Richmond Public Schools

August 2003 - May 2017 (13 years 10 months)

Instructional Specialist, Technology and Engineering Education

Previously, Jorge coached and supervised Technology and Engineering Education program as part of an award-winning career and technical education (CTE) team at Richmond Public Schools. Over the past several years, the CTE team had increased the number of CTE completers, the number of students achieving industry certification and created a STEM pipeline that integrates CTE with academics and business and industry. For teachers under his supervision, he coached, planned and provided professional development in safety, use of technology/equipment, industry credentials, and the essentials of backward design planning (pedagogical strategies and curriculum unit

planning). Jorge also assisted the school division with creating promotional videos/multimedia, grant writing, and writing and meeting the federal mandates of the Carl D. Perkins grant.

General Nutrition Centers

June 1997 - June 1999 (2 years 1 month)

Sales Store Manager

Overlooked the sales and profits of the store. Implemented evaluations and improvement strategies for employee performance. Managed the revenue of the store which included handling cash, delivery of deposits to the bank, and deposit reconciliation. And prepared employee work schedules.

EDUCATION

Old Dominion University

2017 - 2020

Doctor of Philosophy - PhD, Occupational & Technical Studies (Education, Ph.D.),

Through the Department of STEM Education & Professional Studies - the Ph.D. in Education, Occupational and Technical Studies concentration has three emphases: technology and engineering education, career and technical education, and human resources - training. The focus of the degree is to prepare university faculty, directors/supervisors of Career and Technical Education (CTE), and directors of training departments in business, industry, and government.

Columbia University in the City of New York

2015 - 2016

NASA's Endeavor-STEM Leadership Certificate, Integrative STEM Education,

University of Richmond

2010 - 2011

Certificate, Next Generation Leadership Academy (NGLA),

University of Phoenix

2005 - 2007

Master's degree, School Administration and Supervision,

State University of New York College at Old Westbury

1997 - 2001

Bachelor's degree, Management Information Systems (Computer Software Engineering),

Bachelor's degree, Management Information Systems (Computer Software Engineering), 1997 - 2001

NOTABLE ACCOMPLISHMENTS & AWARDS

- Awarded the 2018 Computing Science Network Excellence Award by the [ISTE Computer Science Network](#)
- Invited to participate in both the 2017 and 2018 [littleBits Lead Educator](#) Program
- Awarded the [Emerging Leader Recognition](#) at the 2017 ITEEA International Conference
- Participated as a Panel Expert the 2016 [United States Senate CTE Caucus Holds Briefing on Infrastructure and CTE](#)
- Awarded the Presidential Citation at the 2016 VTEEA State Conference
- NASA Endeavor STEM Leadership Distinction in 2016

NOTABLE PUBLICATIONS

Embed computational thinking into PBL

July 2018

The International Society for Technology Education (ISTE)

[See here.](#)

Embed literacy into STEM projects

May, 2018

The International Society for Technology Education (ISTE)

[See here.](#)

EDTech advocacy in 3 easy steps

April 2018

The International Society for Technology Education (ISTE)

[See here.](#)

Computer programming in 4 steps

March 2018

The International Society for Technology Education (ISTE)

[See here.](#)

How to Develop Computational Thinkers

February 2018

The International Society for Technology Education (ISTE)

[See here.](#)

Activity: Introduce Coding to Students with the littleBits Code Kit

January 2018

littleBits

[See here.](#)

Focus on equity to ensure that all students are 'computer science material'

December 2017

The International Society for Technology Education (ISTE)

[See here.](#)

Teach kids computer science through design and inquiry

December 2017

The International Society for Technology Education (ISTE)

[See here.](#)

A Teacher's Reflection on being a littleBits Lead Educator

September 2017

littleBits

[See here.](#)

littleBits EDUCATOR SPOTLIGHT: Jorge Valenzuela

May 2017

littleBits

[See here.](#)

KAINE LEADS BIPARTISAN BILL TO REDESIGN HIGH SCHOOL WITH GREATER CTE FOCUS

May 2017

Tim Kaine

[See my statement here.](#)

CERTIFICATIONS

Compter Science

Dec 2003 – Present

Virginia Department of Education

Adminstration and Supervision Prek-12

Dec 2015 – Present

Virginia Department of Education

PLTW Design and Modeling Teacher

Jun 2016 – Present

Project Lead the Way

National Career Readiness Certificate

Aug 2014 – Present

The ACT

LANGUAGES

Spanish



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michelle Bonora
Meeting Date: December 10, 2019
Re: Agreement: Connecticut Center for School Change

Executive Summary/ Statement:

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

Funding Source & Account #: 2503 5014 56694 0053

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

New Haven Adult Education Center's (NHAEC) partnership with the Connecticut Center for School Change is strategically aligned with the New Haven Public Schools District goals of increasing academic outcomes for all students. The coaching model implemented at NHAEC will be an innovative initiative rooted in the belief that all students, regardless of age, can learn, achieve, and rise to a bright future. At the heart of this initiative is the belief that the skill of the teacher directly affects student outcomes. NHAEC will be a model for 1 to 1 coaching and high level instruction for adult learners across our state. NHAEC teachers will collaborate with program facilitators to develop instructional strategies that meet all students' diverse learning needs. Teachers and coaches will meet bi-weekly to discuss recent observations, program goals and skill development. The training provided by the Center for School Change will provide our program facilitators with the skill necessary to coach full and part-time teachers.

2. How was the contractor selected? Quotes? RFP? Sole Source designation?

The Center for School Change has been a partner and contractor for New Haven Public Schools since 2011-12 school year with a successful history. Their previous works extends from facilitating instructional rounds, planning and facilitating leadership training, working with content instructional coaches and facilitating a community of practice for district leaders.

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

The staff at the Center for School Change are particularly poised to do this work as they have been leading Executive Coaching across the State of Connecticut. Not only are some of their staff nationally certified as coaches but they have also been published in national educational journals. In

addition, The Center's "Coaching Newsletter" has a distribution list of 805 educators. The Coaching Institute that they plan and facilitate twice each year is sold out each time it is offered. They have coached educational leaders in more than 20 districts in Connecticut over the past two years.

4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.

NEW Service, 1 Year Contract Requested.

5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?

Overall Goal: Increase coaching skills of 4 New Haven Adult Education Program Facilitators that result in the following:

GED Program

- Increase the percentage of students enrolled 12 or more hours from 59% to 66% by June 2020.
- Increase the number of students receiving their GED credentials by 5% to exceed 77 students by June of 2020.

High School Credit Program:

- By June 2020 80% of HSCD program students earning credit will score proficient or better in the targeted transferable skills as measured by an exit assessment created in house and currently in the early stages of development.

ESOL:

- 50% of students who are retained for at least 12 hours and have a pre and posttest will show growth in academic writing skills as measured by a rubric or checklist by January 2020.

NEDP:

- Increase NEDP graduation rates for 2019-20 by 10% to exceed 19.

The above goals and measures will be discussed during the 2 community of practice sessions scheduled for February and June.

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

The service provided by the Center for School Change cannot be provided by the district. Kerry Lord, the service provider, has specific experience with adult learning and an extensive knowledge of instructional coaching.

7. Why do you believe this agreement is fiscally sound?

The Connecticut Center for School Change is a local provider that has worked in partnership with New Haven Public Schools for several years and has a track record of success. The expense of this contract will be covered by the NHAEC State of Connecticut grant. We have been approved by the Connecticut State Department of Education to include instructional coaching in NHAEC State Grant ED 245.



NEW HAVEN PUBLIC SCHOOLS

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

Connecticut Center for School Change

FOR DEPARTMENT/PROGRAM:

New Haven Adult Education

This Agreement entered into on the 10th day of December 2019, effective (*no sooner than the day after Board of Education Approval*), the 10th day of December, 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and, Connecticut Center for School Change located at, 141 New Park Avenue, Hartford, CT (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$125per hour, for a total of 80, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: (\$10,000). 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 State Adult Education Program of the New Haven Board of Education, **Account Number:** 2503-5014-56694 **Location Code:** 0053.

This agreement shall remain in effect from 12/10/19 to 6/30/20.

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).*

Service to include coaching professional development:

- 4 Instructional Coaches (1 for each academic program at NH Adult Education – including, GED, ESOL, HSC, & NEDP)
- 4 Instructional Coaches x 4 Site Visits x 4 Hours per visit = 64 Hours
- 4 Instructional Coaches x 1 Hour of Preparation per site visit = 4 Hours
- 2 Community Practices Professional Development Sessions x 3 Hours per session plus 4 hours of Preparation = 10 Hours

- 2 Principal Training, Debriefs and Feedback Sessions x 1 Hours = 2 Hours

Total of 80 Service Hours.

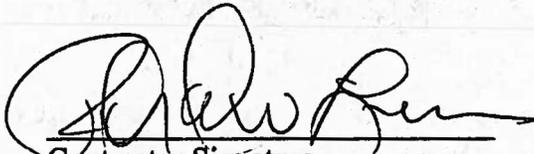
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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

10/30/19

Date

Date

Richard W. Lemay, Executive Director
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

Memorandum

To: Finance and Operations Committee

From: Greg Baldwin, Principal, New Haven Academy

Re: Finance & Operations Agenda Item Approval
Agreement with Southern Connecticut State University

Meeting Date: December 2, 2019

Approval is requested for an Agreement by and between the New Haven Board of Education and **Southern Connecticut State University**, for college course instruction for students effective January 1, 2020 to June 30, 2020, in an amount not to exceed \$6227.

SCSU will provide college course instruction, through the Department of Social Work, for 10th – 12th grade students during the second semester (January - June). Program will include the opportunity for enrolled New Haven Academy students to earn college credit upon completion of their course of study (SCSU course SWK200, Introduction to Social Work). Program staff will include a University instructor. The course will meet at New Haven Academy once a week, in a 2.5 hour seminar-style course.

Funding Source: Interdistrict Magnet Schools Budget
Acct. #270-433-70-56697

Draft of Agreement and complete scope of services are attached

**AGREEMENT BETWEEN
The New Haven Board of Education
AND
Southern Connecticut State University**

This agreement ("SWK 200 at New Haven Academy") is made by and between the New Haven Public Schools, a primary agency of the **NEW HAVEN BOARD OF EDUCATION (the Board)**, New Haven, CT and **SOUTHERN CONNECTICUT STATE UNIVERSITY (SCSU)**. SCSU is a constituent institution of the Connecticut University System, which is an agency of the State of Connecticut.

The Board and SCSU do mutually agree as follows:

1. **Services to be Provided**
 - (a) Attachments 1 (Scope of Service) and 2 (Cost of Service) of this agreement specify the work to be performed by SCSU through its Department of Social Work, a component organization of the SCSU College of Health and Human Services.
 - (b) The Board retains the unilateral right to require changes in the services so long as the changes are within the general scope of work to be performed hereunder. If the change results in an increase or decrease of funds, both parties shall agree in writing on this price change.

2. **Term of Agreement**

Performance under this Agreement commences on **January 1st, 2020** and continues until agreed upon services are completed, but in any case no later than **June 30th, 2020**.

3. **Compensation and Method of Payment**
 - (a) **Compensation.** The Board shall compensate SCSU for services performed and make payments to SCSU, in response to invoices received from SCSU. The total price to The Board for the services to be provided by SCSU under the Agreement *may not exceed* (time and materials) **Six Thousand Two Hundred and Twenty-Seven Dollars (\$6,227)**.

 - (b) **Method of Payment.** SCSU shall submit invoices to:
Chantel Esdaille
Account Clerk IV
New Haven Public Schools System
54 Meadow Street, 4th Floor
New Haven, CT 06519
475-220-1378
CHANTEL.ESDAILLE@new-haven.k12.ct.us

The Board shall pay SCSU no later than ninety days after receipt of each invoice.

4. **Federal Funding Acknowledgement**

- (a) The source of these funds are: Interdistrict Magnet School Budget (Code 27043370 56697)
- (b) This contract (does/ does not) contain federal funds.
- i. If contained, the source of these federal funds is:
 - ii. The CFDA Number is: _____
 - iii. The total dollar value of federal funds supporting this contract:
 - iv. The percentage of the total contract value supported by federal funds:
 - v. The terms and conditions that apply to this federally-funded contract are contained in Attachment
- (c) There (are/ are not) programmatic conditions that apply to this contract, regardless of the type of funding. If applied, these conditions are contained in Attachment (3).

5. **Administrative Officers**

The Board designates Meredith Gavrin and SCSU designates Amy L. Taylor to serve as Contract Officers for this Agreement. All contact between the Board and SCSU regarding administrative matters relative to this Agreement shall be coordinated through the Administrative Officers.

For the Board Contract Matters:

Patricia DeMaio
Grants Manager
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519
475-220-1372
PATRICIA.DEMAIO@new-haven.k12.ct.us

For SCSU Contract Matters:

Amy L. Taylor
Director, Sponsored Programs and Research
Southern Connecticut State University
501 Crescent Street, New Haven CT. 06515-1355
203-392-6801
taylor28@southernct.edu

For the Board Program Matters:

Meredith Gavrin
Program Director / Magnet Resource
New Haven Academy
444 Orange Street
New Haven, CT 06511
(475) 220-6611 office
(203) 214-0924 cell
Meredith.gavin@new-haven.k12.ct.us

For SCSU Program Matters:

Ilene Crawford

Associate Vice President for Academic Affairs

Southern Connecticut State University

501 Crescent Street, New Haven CT 06515-1355

(203) 392 - 5761

crawfordil@southernct.edu

6. Amendment of Agreement

This Agreement may be amended only as the Board and SCSU mutually agree in writing. Except for the specific provision of the Agreement which is amended, the Agreement remains in full force and effect after such amendment.

7. PUBLICITY:

The Board will not use the name of SCSU nor of any members of SCSU's staff, in any publicity, advertising, or news release (except as sponsor/collaborator) without the prior approval of an authorized representative of SCSU. SCSU will not use the name of the Board, nor any employee of the Board, in any publicity (except as sponsor /collaborator) without the prior written approval of the Board.

8. Applicable Law

This Agreement shall be construed and enforced according to the laws of the State of Connecticut. The Board and SCSU shall comply with all applicable federal, State, and local law.

9. Records

The Board and SCSU shall retain all records relating to the subject of this Agreement for three years after the termination of this Agreement.

10. Drug and Alcohol Free Workplace

The Board and SCSU shall comply with the State's policy concerning drug and alcohol free workplaces and shall remain in compliance throughout the term of this Agreement.

11. Entire Agreement

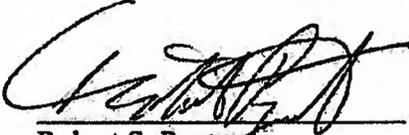
This Agreement, together with the Exhibits incorporated by reference, if any, represents the complete and final understanding of the Board and SCSU. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth herein.

Southern Connecticut State University

By:

Date:



11/18/19

Robert S. Prezant
Provost and Vice President for Academic Affairs

New Haven Board of Education

By:

Date:

President
New Haven Board of Education

Attachment 1 – Scope of Service

New Haven Academy Proposal for Introduction to Social Work

Dr. Steven Hoffer, Assistant Professor in the Social Work Department will teach the course “Introduction to Social Work” (SWK 200) at New Haven Academy (NHA) for the Spring 2020 semester. This course will be taught in the same format as SCSU’s on-ground SWK 200 course on-ground format for up to 25 students. The class is designed for juniors and seniors and exceptional underclass students who go through a selection and interview process with their school administrator and a SCSU social work faculty member. The instructor and/or representative from the Social Work Department will meet regularly with the NHA staff to monitor the progress, conduct any necessary summary reports and follow-up meetings within the contract guidelines.

This course provides students with an opportunity to explore the dynamics of the social work profession. Utilizing an on-ground course and 30 hours of community service at a social service organization, students will begin to understand some of the inherent tensions between meeting current human needs with social services and addressing the root causes of those needs with structural social change. The social welfare system will be the focal point for discussions of various resolutions throughout the history of the social work profession. The format for this class will include lectures, class discussions, videos, and speakers. Experiences from the community service component will be incorporated into the classroom discussions.

Community Service

During this semester, students will be required to work in a social service organization or school setting for thirty (30) hours per semester. They may arrange this on their own, or the instructor will provide them with a list of agencies that accept students for community service. It is the students’ responsibility to arrange a schedule with the agency that will assure completion of a minimum of thirty hours of service. As soon as students confirm the agency where they will be performing the community service, they will complete the service agreement and give it to their instructor. Any problems with the community service should be discussed immediately with the instructor.

When: Spring Semester 2020, Wednesday, 2.5 hours

Where: New Haven Academy

Text book: Suppes, M.S. & Wells, C.C. *The Social Work Experience: An introduction to Social Work and Social Welfare*. Boston: Pearson Education. Seventh Edition.

Educational Outcomes

- 1. To develop a beginning understanding of how the United States social welfare system seeks to respond to human needs.**
- 2. To develop a beginning understanding of how social policies and funding structure and guide the delivery of social services.**

3. To develop a beginning ability to identify and analyze challenges and collaboration within a social service organization.
4. To develop an understanding of how the dual focus of social work (social services and social change) provides an inherent tension within the social work profession.
5. To develop an understanding of how social work practice and advocacy for social change require understanding the differing views of various people
6. To recognize the extent to which a culture's structures and values may oppress, marginalize, alienate, or create or enhance privilege and power.
7. To develop a beginning understanding of how social work values and ethical standards guide the actions of social workers
8. To develop a beginning ability to act in a professional manner with helpers and clients at a social service organization
9. To develop a beginning ability to use interpersonal skills with clients and professionals
10. To demonstrate effective written communication using social work concepts

STUDENT OUTCOMES Students will demonstrate an ability to:

1. Understand how the United States social welfare system seeks to respond to human needs. [mid-term and final examinations]
2. Describe how social policies and funding structure and guide the delivery of social services. [community service analysis paper]
3. Identify and analyze challenges and collaboration within a social service organization. [supervisor conversation analysis paper]
4. Understand how the dual focus of social work (social services and social change) provides an inherent tension within the social work profession. [threaded discussions; final examination]
5. Demonstrate understanding of differing views of various people in social work practice [community service evaluation]
6. Demonstrate understanding of differing views of people with an issue targeted for social change [final examination]
7. Recognize the extent to which a culture's structures and values may oppress, marginalize, alienate, or create or enhance privilege and power.
8. Describe how social work values and ethical standards guide the actions of social workers [community service analysis paper]
9. Act in a professional manner with helpers and clients at a social service organization [community service evaluation]
10. Effectively use interpersonal skills with clients and professional colleagues [community service evaluation]
11. To demonstrate effective written communication using social work concepts and the APA style manual [community service analysis paper; supervisor conversation analysis paper]

Attachment 2 – Cost of Service

Item	Cost to NHPS	Cost to SCSU	Total Cost
Salary – Hoffer	\$5,661	\$3,781	\$9,442
Justification			
Cost of a single three-credit course release (1.125 Person Months) to teach SWK 200 for Spring 2020; figures are based on his institutional salary			
Fringe – Hoffer	\$566	\$4,447	\$5,013
Justification			
Dr. Hoffer receives fringe benefits at a rate of 53.10% on course release effort			
Total	\$6,227	\$8,228	\$14,455



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Kathleen Mattern Truman School
Date: November 12, 2019
Re: Bulldog Tutors

Executive Summary/ Statement:

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

\$142.86 per day for 56 days from 12/10/20 to 6/17/2020 for a total cost of \$8000.16

Funding Source & Account #: School Improvement Grant 2546-6268-56694-0029

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

The service provided by Bulldog Math tutors aligns to the district priority of academic achievement: students learn through personalized, supportive approaches based on strengths. Tutors provide individual instruction for both at risk students and students who require accelerated instruction.

2. How was the contractor selected? Quotes? RFP? Sole Source designation?

Bulldog Tutors provided math tutoring in the 2018-2019 school year. Assessment data for last year revealed an increase in the percentage of Grade 7 and 8 students reaching proficiency on the Smarter Balanced Mathematics Assessment Grade 7 increased by 15% and Grade 8 by 6% over last year. Additionally the Grade 6 to Grade 7 cohort increased by 3% and the Grade 7 to Grade 8 cohort increased by 6% when looking at students who scored proficient or higher.

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

Bulldog tutors employs Yale students who are skilled in mathematics and bring their academic expertise to support small group instruction in our middle school math classes.

4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.

Bulldog Tutors provided services for our students last year. Tutors worked with students in Grades 7 and Grade 8. Both English speaking and Spanish speaking tutors were available to our students. The tutors provided small group instruction based on the needs of students. The tutors created a communication log so teachers would be able to track the progress of their students and communicate student needs between classroom teacher and tutor. The data provided in question 2 serves as an evaluation of their performance. State test scores in the area of math increased for students who received Bulldog services.

5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?

Bulldog tutors provides the school with a weekly monitoring document to track student progress during small group sessions. Teachers share formal and informal assessment results with the tutors to provide individual skill needs to the tutors. The instructional math coach also provides the tutors with curriculum guides and instructional resources they may need.

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

7. Why do you believe this agreement is fiscally sound? The tutors are highly skilled college student attending Yale University. This organization has proven successful in moving students forward in their math skills as evidenced by student growth data from the 2018-2019 school year. . Their services are offered at a reasonable cost to the school .



NEW HAVEN PUBLIC SCHOOLS

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

Bulldog Tutors

FOR DEPARTMENT/PROGRAM:

Truman School

This Agreement entered into on the 12/10 day of December 2019, effective (*no sooner than the day after Board of Education Approval*), the 12 day of December, 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and, **Bulldog Tutors** located at, 142 Temple St New Haven CT(herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ \$142.86 per day, hour or session, for a total of 56 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: (\$ 8,000.16). 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 *C/O*
Account Number: 2546-6268-56694 Location Code -0029

This agreement shall remain in effect from 12/10/2019 to 6/17/2020.

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: 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*. 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's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

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



Contractor Signature

President
New Haven Board of Education

11/15/19

Date

Date

James Gruga, CEO
Contractor Printed Name & Title



Kathleen Mattern and Paul Camarco
Truman School
114 Truman St, New Haven, CT 06519

10/31/2019

Dear Kathy and Paul,

Thank you very much for reaching out to us last week. We are very excited about the prospect of partnering with the Truman School again this year. Below, I have outlined a proposal for this year's services, using last year as a model.

Scope of Service:

Bulldog Tutors will provide two sessions per week of tutoring services. Remedial math support will be given to a total of 50 grade 7 and grade 8 math students. Small group tutoring will be provided in class, and student grouping will be flexible based on the needs of students.

Proposed schedule and pricing:

- Mondays and Wednesdays from 10am-12pm, depending on the Truman School schedule, at \$142.86 per day or \$285.72 per week
 - This is a change from last year, when we had sessions in the afternoon, as we saw that the sessions were less productive after lunch
- Start date of Monday, 11/11/2019, End date of Wednesday, 6/17/2020
 - Certain weeks have either a Monday or Wednesday when school is closed, so we will work to reschedule those weeks such that the students still get two sessions
- 28 weeks of sessions, accounting for the weeks of Winter Break, February Break, and April Break

Total proposed cost for the 2019-2020 school year: \$8,000

Please let me know if you have any questions or suggested changes. We will be able to provide the bios and background checks of our instructors upon request.

Thank you,

Madison Masters
Lead Academic Coordinator, Bulldog Tutors

142 Temple Street, Suite 302, New Haven, Connecticut 06510
2257 Boston Post Road, Suite B, Guilford, Connecticut 06437
203.423.0592 | www.bulldogtutors.com



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

To: NHPS Operations and Finance Committee
From: Typhanie Jackson
Re: Capital Region Education Council (CREC) – Structured Literacy Series Training
Meeting Date: December 02, 2019

Executive Summary:

This is an agreement by and between New Haven Public Schools and Capital Region Education Council (CREC) to provide training for sixty special education teachers in Structured Literacy for 3 Cohorts.

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

The contractor will be paid a flat fee of \$12,000 for 12 days of training.

Funding Source & Account #:

The funding source will be **IDEA Handicapped Special Funds Account, # 2504-5034-56903.**

Key Questions:

- 1. Please describe how this services is strategically aligned with school or District goals:**
This service is strategically aligned by way of providing training for special education teachers with recommendations that will influence high quality services. Additionally, this training aligns with the district's continuous improvement plan to improve academic outcome for our teachers.
- 2. What specific need will this contractor address?**
Capital Region Education Council (CREC) Resource Group will provide training to 60 special education teachers in Structured Literacy Series Training in 3 Cohort.
- 3. Contractor selection: quotes, RFP, or Sole Source? Please describe:**
A review of several vendors was conducted, CREC was chosen because of their high quality service and implementation beyond audit model.
- 4. What specific skill set does this contractor bring to the project?**
Extensive experience in working with districts around special education programming and training, skill set regarding Literacy development for student with disabilities.
- 5. Is this a new or continuation service?**
A new service.
- 6. Evidence of Effectiveness: How will the contractor's performance be evaluated?**
The contractor will be evaluated by feedback from participants by way of gathering reports and other supplemental documents.

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 is fiscally sound as a recommendation will help with organizational efficiency, as well as to ensuring resources/training are responsibly allocated to improve special education teachers

Scope of services is attached



NEW HAVEN PUBLIC SCHOOLS

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

Capital Regional Education Council (CREC)

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 2ND day of December, 2019 effective the 17th day of January, 2020 by and between the New Haven Board of Education (herein referred to as the “Board”) and, Capital Regional Educational Council (CREC) located at 111 Charter Oak Avenue, Hartford, CT 06106 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$12,000 for sixty candidates at a rate of for up to a maximum of day(s).

The maximum amount the contractor shall be paid under this agreement: Twelve Thousand Dollars (\$12,000). 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 IDEA Handicapped Special Fund Account of the New Haven Board of Education, **Account Number:** 2504-5034-56903. (pending receipt of funds. **Location Code:** 00.

This agreement shall remain in effect from January 17, 2020 to June 30th, 2020.

SCOPE OF SERVICE:

CREC will provide training for sixty teacher candidate. This program is geared towards training special education teachers in Structured Literacy Series Training for 3 Cohorts.

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*. 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.

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 Contract through the last day of thirty (30) day notice period.

Greg J. Florio

Contractor Signature

President
New Haven Board of Education

11-08-2019

Date

Date

Greg J. Florio, Ed.D.

Contractor Name Printed or Typed



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

ABSTRACT

SPECIAL FUND PROPOSAL

Section I. BASIC INFORMATION

Proposed Project Title: RISE Network Innovation Grant

Grant Source and Agency: Dalio Foundation

Total Amount Requested: \$ 80,000 **Due Date of Application:**

System Contact: Dr. Zakia D. Parrish

Telephone #:
475-220-5000

Description of Project: Provide a brief description below. Use Section VI to outline specific objectives and strategies relating to goals described in the application.

RISE by 5 represents five network-wide strategies to increase on-track achievement to, through, and beyond high school. These strategies place a heavy emphasis on critical student transitions, data, student-adult connections, student and educator agency, and post-secondary success.

TARGET: Schools/Unit: Hill Regional Career High School
No. of Students: 635 **Grade Level(s):** 9-12
Eligibility Criteria: _____

GRANT PERIOD:	
From: (mm/dd/year): 12/5/2019	
To: (mm/dd/year): 9/30/2020	
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Continuation
Previous Bd. of Ed. Approval:	
<input type="checkbox"/> Planning	<input checked="" type="checkbox"/> Operational
Bd. of Ed. Information	
<input checked="" type="checkbox"/> Action	<input type="checkbox"/> Information
<input type="checkbox"/> Support	<input type="checkbox"/> Competitive
<input type="checkbox"/> Entitlement	<input checked="" type="checkbox"/> Grant

PROPOSAL DEVELOPERS:
Dr. Zakia Parrish

CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1	
ABSTRACT TIMETABLE	REVIEW
<p>Return to: _____</p> <p>Received: _____</p> <p>Board of Education FINANCE & OPERATIONS Meeting Date <u>12/2/19</u></p> <p>Board of Education Meeting Date: <u>12/7/19</u></p> <p>Due Date to Grantor: _____</p>	<p>Grants Manager <u></u></p> <p>Finance Manager <u></u></p> <p>Human Resource Manager _____</p>

Proposed Project Title: RISE Network Innovation Grant

Total Amount Requested: \$ 80,000

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION II: FISCAL INFORMATION

PERSONNEL

# FT	#PT		COST
	2	Administrators	\$1,360.00
	16	Teachers	\$17,120.00
	1	Management	\$2160.00
		Paraprofessionals	\$
		Clerks	\$
		Others	\$
		Stipend	\$
		Longevity	
		SUBTOTAL	\$20,640.00

NON PERSONNEL

	COST
Supplies & Materials	\$6,090.82
Student Transportation	\$5,512.00
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$47,300.00
Equipment	\$
Other	\$
Indirect Costs, if allowed	\$
TOTAL NON- PERSONEL	\$58,902.82

FIXED COSTS:

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$299.28
Workmen's Compensation	\$157.90
SUBTOTAL	\$457.18
TOTAL PERSONNEL & FIXED COSTS	\$21,097.18

Notes:

- 1) Total Personnel and Non Personnel columns must equal grant total.
- 2) The Abstract budget must be aligned with the Grant Application budget/ED114.
- 3) All applications should budget for staff development (stipends) and evaluation wherever appropriate.

SECTION IIA: BUDGET EXPLANATION

The following categories must be explained:

All Personnel: explain positions; **Salary:** if the grant pays a percent of salary and fixed costs, please describe below, breaking down **percentages and amounts to be paid by grant and by NHPS**. **Other;** and **All Non- Personnel items**. If additional space is needed, continue to next page.

RISE by 5 Strategy	Cost	Budget Details	Budgeted Amount	Type of Cost
On-Track Coordinators	On-Track Coordinator	In-kind; employed by RISE.	\$0.00	
On-Track Coordinators	Clifford Beers Position	In-kind; employed by Clifford Beers.	\$0.00	
SAT prep program	Kaplan program	\$8350 per class of 25 students, 2 classes total (50 students)	\$16,700.00	Contract
SAT prep program	Career staff to support prep program	2 teachers x 8 sessions x 3 hours/session x \$32/hour	\$1,536.00	Personnel
SAT prep program	Leader for prep program	1 teacher x 8 sessions x 4	\$1,024.00	Personnel

		hours/session x \$32/hr		
SAT prep program	Medicare/Worker's Comp for SAT Academy staff	1.45% for Medicare and 0.765% for Worker's Comp	\$56.70	Fixed Costs
SAT prep program	Transportation	50 10-ride bus passes at \$12.60/pass	\$630.00	Transportation
SAT prep program	Food for students	50 students, 8 sessions x \$175 session	\$1,400.00	Supplies & Materials
College and Career Coordinator	Higher Heights contract	\$15,300 x 2 staff	\$30,600.00	Contract
Gr. 10 college visits	Transportation	6 buses at \$500/bus	\$3,000.00	Transportation
Gr. 10 college visits	Food	\$10/ student for 180 students	\$1,800.00	Supplies & Materials
Gr. 10 college visits	T-shirts	T-shirts for sophomores and staff (approx. 200 t-shirts)	\$1,800.00	Supplies & Materials
Gr. 9 summer bridge	AHEAD and CCR program leader	1 x \$32/hr x 25 hrs x 3 weeks	\$2,400.00	Personnel
Gr. 9 summer bridge	AHEAD teachers	5 staff x \$32/hr x 20 hrs x 3 weeks	\$9,600.00	Personnel
Gr. 9 summer bridge	Summer program supplies	Funds for supplies, t-shirts, etc.	\$1,090.82	Supplies & Materials
Gr. 9 summer bridge	AHEAD program field trip transportation	Buses for field trips (two trips at \$500/bus)	\$1,000.00	Transportation
Gr. 9 summer bridge	AHEAD program bus passes transportation	50 10-ride bus passes at \$12.60/pass	\$630.00	Transportation
Gr. 9 summer bridge	Summer programs Business Manager	1 x \$36/hr x 20 hrs x 3 weeks	\$2,160.00	Personnel
Gr. 9 summer bridge	Medicare/Worker's Comp for AHEAD	1.45% for Medicare and 0.765% for Worker's Comp	\$313.64	Fixed Costs
Gr. 12 summer program	CCR teachers	2 staff x \$32/hr x 20 hrs x 1 week	\$1,280.00	Personnel
Gr. 12 summer program	CCR program transportation	20 10-ride passes at \$12.60/pass	\$252.00	Transportation
Gr. 12 summer program	Medicare/Worker's Comp for Summer CCR	1.45% for Medicare and 0.765% for Worker's Comp	\$28.35	Fixed Costs
Summer planning	Admin - 2020 summer GLT/Adv/CCR planning	Two at \$85/hr for 1 week for 8 hr/week	\$1,360.00	Personnel
Summer planning	MRT - 2020 summer GLT/Adv/CCR planning	\$32/hr for 1 week for 8 hr/week	\$256.00	Personnel
Summer planning	Teachers - 2020 summer GLT/Adv/CCR planning	4 staff x \$32/hr x 8 hrs x 1 week	\$1,024.00	Personnel
Summer planning	Medicare/Worker's Comp for Summer Planning Staff	1.45% for Medicare and 0.765% for Worker's Comp	\$58.48	Fixed Costs
TOTAL:				\$88,000.00

Proposed Project Title: RISE Network Innovation Grant

Total Amount Requested: \$ 77,039.85

Proposed Grant Receiving Agency: New Haven Public Schools

SECTION IV: PROPOSED PERSONNEL

List, **individually**, each position proposed by this grant application. **If no personnel**, please indicate N/A in the chart below

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
	3	Teachers	SAT Prep Program	8 days (Jan. 2020 - March 2020)	TBD	YES	
	2	Administrators	Summer GLT/CCR/Advisory Planning Team	1 week (Summer 2020)	TBD	YES	
	1	Magnet Resource Coach	Summer GLT/CCR/Advisory Planning Team	1 week (Summer 2020)	TBD	YES	
	4	Teachers	Summer GLT/CCR/Advisory Planning Team	1 week (Summer 2020)	TBD	YES	
	2	Teachers	CCR Summer Program	1 week (Summer 2020)	TBD	YES	
	1	Teacher	AHEAD/CCR Summer Programs Leader	3 weeks (Summer 2020)	TBD	YES	
	1	Business Manager	AHEAD/CCR Summer Programs	3 weeks (Summer 2020)	TBD	YES	
	5	Teachers	AHEAD Summer Program	3 weeks (Summer 2020)	TBD	YES	

V. PROPOSED CONTRACTS

List **individually**, each contract that will be prepared by this proposed project. **If contractors will not be utilized**, please indicate **N/A** in the chart below.

Proposed Independent Contractor	Brief Description of Service	Proposed Pay Rate	Proposed Total
Kaplan	SAT prep sessions for 2 sessions of 25 students for 8 weeks		\$16,700
Higher Heights	Assisting with college & career planning process for students and families during and after school		\$30,600

VI. ADDITIONAL INFORMATION:

Please Answer All Questions -- Use Additional Pages if Necessary

1. **Please state specific goals for this grant or the grant period. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed.**

Career High School has continued to see improvement on their “RISE by 5” Goal areas, including:

- Grade 9 On-Track Rates (The percentage of students earning 7 credits by the end of their freshman year).
 - 2015-16: 88.7%
 - 2018-19: 95.2%
 - Increases in Grade 9 On-Track Rates for key subgroups have also been observed:
 - Black Students
 - 2015-16: 87% Grade 9 On-Track
 - 2018-19: 92.4% Grade 9 On-Track
 - Hispanic/Latino Students
 - 2015-16: 86.1% Grade 9 On-Track
 - 2018-19: 96.2% Grade 9 On-Track
 - ELL Students
 - 2015-16: 58.3% Grade 9 On-Track
 - 2018-19: 100% Grade 9 On-Track
- 4-Year Graduation Rates
 - 2015-16: 86.4%
 - 2017-18: 93.9% (Data not yet available for 2018-19 school year)
- College Application Rates
 - 2018-19: 86.4% (Data not available for previous years)
- FAFSA Completion Rates
 - 2015-16: 68.5%
 - 2018-19: 71.2%
- Improved SAT scores for students participating in SAT prep class:
 - Students who did not attend SAT prep gained an average of **24 points** between their 2017-18 PSAT score and their 2018-19 SAT School Day, while students who attended SAT prep gained an average of **59 points**.

2. **How does this grant address School Reform goals?**

Career High School will leverage the 2019-2020 Innovation Grant to improve the middle to high school transition and increase college and career readiness, access, and success. These focus areas directly reinforce the 2019-2020 NHPS Goals around improving literacy, mathematics and attendance. Specifically, Career will continue using real-time information to organize numeracy, literacy, attendance, and behavior interventions for struggling students through collaborative team meetings to advance student learning. Also, Career will continue to use the grant to support college visits for all students in grade 10 and well as provide access to a SAT prep program for students in grade 11. This program would normally cost \$1500 per student; however, the grant will provide the funds necessary to provide access to the program for free. Our summer program for rising grade 11 and 12 students will prepare students for

college and career success by focusing on key college access variables, such as: college applications, resumes, interview skills, and FAFSA. Additionally, we will continue our summer program for rising grade 9 students, in an effort to increase their successful transition to high school and completion of their freshman year. Career is committed to continuing to implement these change ideas and sharing tools and lessons learned with other schools in the district and across the RISE Network.

3. **Please explain why this proposal is significant and important in relation to improving student and/or staff performance, as well as any additional pertinent information that is specific and relevant: (Include resume of person(s) providing service for contracts \$10,000 and over)**

This grant provides support for ensuring that students successfully transition from middle school into high school by making connections with them as early as possible through summer bridge programs. On-Track Coordinators continue to provide coaching and personalized connections for students throughout their freshman year to ensure that they reach high expectations in academics, behavior, and attendance. College visits and SAT prep courses help 10th and 11th grade students get an early start on developing their post-secondary plans, while College and Career Readiness coordinators and summer bridge programs ensure that 12th grade students are supported in developing rigorous and meaningful post-secondary plans that match their individual skills and goals.

REQUIRED:

A COPY OF THE GRANT APPLICATION MUST BE ATTACHED TO THE ABSTRACT.



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Zakia Parrish, Principal – Hill Regional Career High School
Date: December 2, 2019
Re: Kaplan Inc.

Executive Summary/ Statement:

Approval is requested for an agreement by and between the New Haven Board of Education and Kaplan Inc. to provide SAT prep sessions for up to 50 participants in addition to two test sessions to students at Hill Regional Career High School.

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

Two cohorts at \$8,350.00 each total agreement not to exceed \$16,700.00

Funding Source & Account #: Rise Innovation Grant 2528-6238-56694-0063

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

The program aligns with the district's goal to prepare students at every stage of their education to be on track to graduate as measured by student growth, social-emotional development and achievement at key milestones, as compared to state and national benchmarks. Of particular note, we believe this will be reflected by transcripts and PSAT/SAT scores that reflect readiness for success in college, career and life.

2. How was the contractor selected? Quotes? RFP? Sole Source designation?

Sole Source for specific services provided

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

Our Instructors

At Kaplan, we embrace the spirit of our founder, Stanley Kaplan, who started tutoring students in his basement in 1938. To this day, we retain Stanley's unwavering commitment to helping students achieve their career goals. We look for passionate instructors to join our diverse team of test prep enthusiasts. We know that amazing teaching is about more than knowing the material. Our teachers are committed, captivating instructors who work with students to find their best path to success. Fewer than 1 out of 10 candidates qualify to teach for us. We look to hire the best and the brightest to join our faculty, an elite group of instructors who help students prepare for high-stakes standardized entrance exams. Our faculty use our proven curriculum and classroom management strategies to help students achieve success. Every Kaplan teacher is also rated on how caring they are with students. It's how we ensure our students aren't just getting an information download – they're making a connection.

Hiring Process

Kaplan's teacher hiring process helps us identify and select top talent. When hiring, Kaplan follows a rigorous recruiting and application process. After initial resume review conducted by the recruitment team, the overall steps include online applications, intake screenings, auditions, technical interviews, Faculty Manager interviews, on-boarding requirements (including human resource and tax forms as well as fingerprinting and background check requirements), and training.

Training, Onboarding, and Professional Development

After instructors are hired, they go through fundamental training programs, and also receive continual support via mentorship, orientations, observations, and continuous development. The overall process includes: onboarding where instructors progress through security, human resource policies, and overall systems requirements; fundamental training where instructors work through asynchronous modules that are product-specific and also complete new teacher orientations; live observations of expert teachers in action during live classes; and class-start training where they learn the steps to specific classroom logistics. In addition to these training modules, instructors have ongoing development responsibilities. As instructors teach, they also are connected to mentors and have regular opportunities for feedback review, peer coaching, and observation review from their coach and/or manager.

4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.

Continuation of service, evaluation attached.

5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?

The course will be evaluated based on the outcome of SAT scores in comparison with previous years and overall gain in individual scores.

6. **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.

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

Kaplan offers our program a significant discount. This same program would cost \$24,975 per class if our students purchased this on their own vs. the \$8,350 they charge for our program. We've had success with this contractor for the past few years.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

KAPLAN INC.

FOR DEPARTMENT/PROGRAM:

Hill Regional Career High School

This Agreement entered into on the 9th day of December 2019, effective the 10th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and KAPLAN INC. located at 750 3RD Avenue, New York, NY 10017 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$2,087.50 per session (x 8 sessions 1/17/20, 1/24/20, 1/31/20, 2/7/20, 2/28/20, 3/6/20, 3/13/20, 3/20/20). Each session will have two classes of up to 25 students each.

The maximum amount the contractor shall be paid under this agreement: Sixteen Thousand Seven Hundred Dollars and 00/100 (\$16,700.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and dates of service.

Fiscal support for this Agreement shall be by Rise Innovation Grant of the New Haven Board of Education, **Account Number:** 2528-6238-56694 **Location Code:** 0063.

This agreement shall remain in effect from 12/10/2019 to 3/31/2020.

SCOPE OF SERVICE: The Contractor will provide the Board, 6 SAT instructional sessions (3 hours per session) plus two testing sessions (3.5 hours per session) including two instructors, course books, tests, online assets/reports to up to 50 students per session at Hill Regional Career High School.

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

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

Contractor Signature

President
New Haven Board of Education

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

Location	Subject	Number of Classes	Base Schedule
Career High School	SAT Prep	2 - up to 50 students	Friday 3pm

Topic	Day	Date	Time
Test 1	Friday	1/17/2020	3:00 PM - 6:30 PM
Session 1	Friday	1/24/2020	3:00 PM - 6:00 PM
Session 2	Friday	1/31/2020	3:00 PM - 6:00 PM
Session 3	Friday	2/7/2020	3:00 PM - 6:00 PM
Session 4	Friday	2/28/2020	3:00 PM - 6:00 PM
Test 3	Friday	3/6/2020	3:00 PM - 6:30 PM
Session 5	Friday	3/13/2020	3:00 PM - 6:00 PM
Session 6	Friday	3/20/2020	3:00 PM - 6:00 PM

SAT School Day	3/25/2020
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NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Zakia Parrish, Principal – Hill Regional Career High School
Date: December 2, 2019
Re: Higher Heights Youth Empowerment Programs Inc.

Executive Summary/ Statement:

Approval is requested for an agreement by and between the New Haven Board of Education and High Heights Youth Empowerment Programs Inc. to provide two advisors to give college access to support students at Hill Regional Career High School and to support/operate the College and Career Center at Hill Regional Career High School.

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

\$211 per advisor per day – two advisors – total agreement not to exceed \$30,600.00

Funding Source & Account #: Rise Innovation Grant 2528-6238-56694-0063

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

The program aligns with the district's goal to support students to achieve their post-secondary goals by having additional support specifically geared to college and career readiness.

2. How was the contractor selected? Quotes? RFP? Sole Source designation?

Sole Source for specific services provided

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

Higher Heights Youth Empowerment Programs Inc. will support students with the college planning process by providing additional support, opportunities and access to programs, scholarships, FAFSA application process/completion and college tours.

4. **Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**

Continuation of service, evaluation attached.

5. **Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**

The organization will be evaluated by the number of students serviced (with a goal of a minimum of 100, an increase from 75 last year) and the number of students serviced in the following areas:

- The number of college applications submitted
- College acceptances
- FAFSA completions
- Scholarships awarded

6. **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.

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

At \$211 per person per day, this agreement is extremely fiscally sound and financially supportive for the services offered and students serviced.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Higher Heights Youth Empowerment Programs Inc.

FOR DEPARTMENT/PROGRAM:

Hill Regional Career High School

This Agreement entered into on the 9th day of December 2019, effective the 10th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and Higher Heights Youth Empowerment Programs Inc. located at 157 Church Street, New Haven, CT 06510 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$211.00 per advisor per day.

The maximum amount the contractor shall be paid under this agreement: Thirty thousand six hundred dollars and zero cents (\$30,600.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and dates of service.

Fiscal support for this Agreement shall be by Rise Innovation Grant of the New Haven Board of Education, **Account Number:** 2528-6238-56694 **Location Code:** 0063.

This agreement shall remain in effect from 12/10/2019 to 6/30/2020.

SCOPE OF SERVICE: The Contractor will provide two (2) full-time College Advisors to support and assist students with the entire college application process. The Contractor will offer access to college readiness from college visits, FAFSA application completion, scholarships and the college application process to students at Hill Regional Career High School. The Advisors will also support/operate the College and Career Center at Hill Regional Career High School.

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

10/31/19
Date

Date


Contractor Printed Name & Title

Revised: 10/2/18

Evaluation of Previous Years Service



"Changing the lives of under-represented college bound students"

Higher Heights Youth Empowerment Programs, Inc.

College Access Advising Partnership Report

September 2018 – June 2019

School Partner

Hill Regional Career High School

157 Church Street, 19th Floor ♦ New Haven, Connecticut 06510
Office (475) 655-3117
www.higherheightsyouth.org



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"Changing the lives of under-represented college bound students"

Executive Summary

The Higher Heights Youth Empowerment Programs, Inc. College Advising Program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Program has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers foster a college-going culture.

Mission

Higher Heights Youth Empowerment Programs, Inc. (HHYEP), founded in 2004, is a New Haven based community organization that provides college preparation services to high school students, grade 9 thru 12, and their families, throughout the New Haven and Fairfield Counties.

Our **mission** is to change the lives of under-represented college bound students and **EMPOWER, ENCOURAGE** and **EQUIP** them to obtain a post-secondary education.

Our **organization's goal** is to provide more equitable access of college preparatory resources and services to a broad range of students and their families who have a history of being deprived and who as a consequence are underrepresented in the pool of academically high-achieving students.

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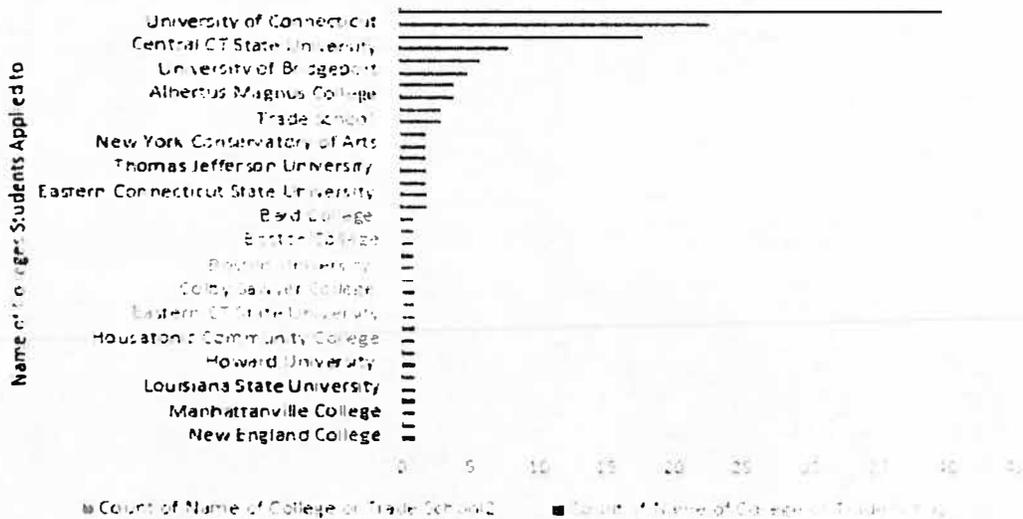
Final Report

This is year 3 of our partnership with Hill Regional Career High School and we are excited to share our continued success with the students in helping them achieve their post-secondary goals.

Throughout the 2018-2019 School Year, HHYEP, Inc. placed 1 full-time College Access Advisor at Hill Regional High School to collaborate with the school counselor and building administrators to assist seniors with the college application process. This included class presentations, coordinating college/technical in-school and out-of-school visits, as well as providing one-on-one sessions with students on a daily basis.

Below are successful highlights from the College Advising Program at Hill Regional Career High School:

Colleges Students Applied to



Majority of students applied to in-state Colleges with more students applying to Gateway Community College and the University of Connecticut.

Successful highlights of this year's partnership included:

- An average of 50 students serviced per month
- Approximately 350 one-on-one sessions provided. Sessions consisted of college prep coaching such as, university/technical school selection, resume building,

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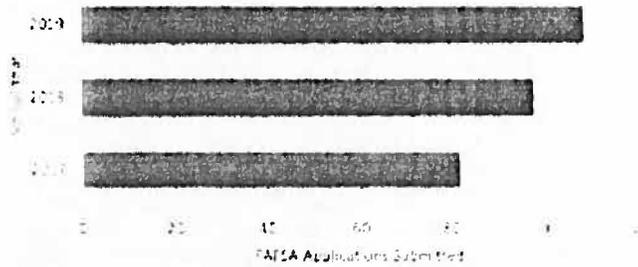


"Changing the lives of under-represented college bound students"

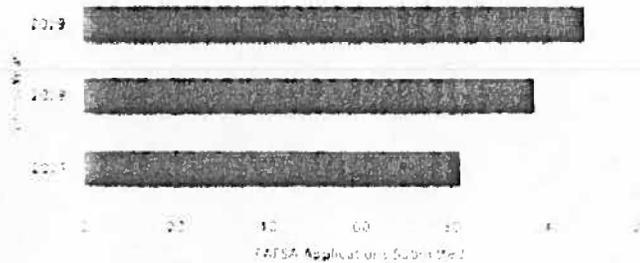
FAFSA knowledge, scholarship assistance, SAT Prep, and personal statement assistance.

- Four (4) FAFSA Night sessions took place throughout the school year where over 80 students were provided one- on- one assistance to with FAFSA application process.
- Increase in FAFSA application submissions

**FAFSA Completion
Hill Regional Career High School**



**FAFSA Completion
Hill Regional Career High School**



*****The graphs above demonstrate our increased of FAFSA completion rates each year of our partnership.***

In collaboration with the counseling team, the college advisor chaperoned four (4) college tours visiting University of Connecticut, Gateway Community College, Eastern Connecticut State University, and University of New Haven.

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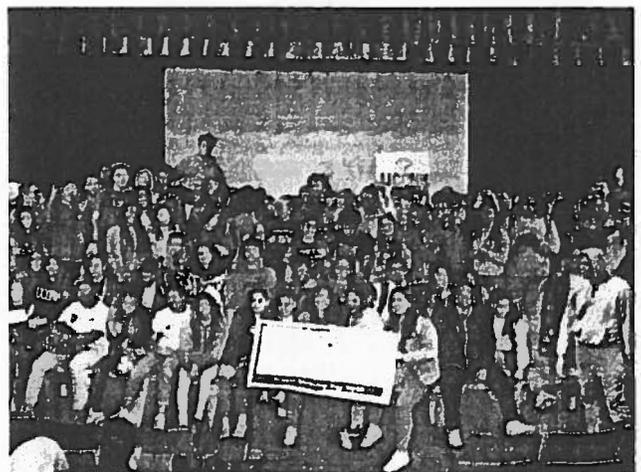
"Changing the lives of under-represented college bound students"



During the February break, a few students also attended our week-long East Coast College Tour and visited colleges in Georgia, North Carolina and Virginia. Below is a picture of our college advisor with an alumni of Career High School (Class of 2018) who now attends North Carolina A&T. We were able to connect with the student during the tour and he offered words of wisdom and advice to our current high school students.



In May, 150 seniors were celebrated during Career High School College Signing Day in partnership with Higher Heights Youth Empowerment Programs, Inc. This year's College Signing Day celebrated high school seniors who choose to commit to higher education at a college/university, the military or the workforce. High school juniors, teachers, guidance counselors, and family members were all in attendance to show support.



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Gender	Percent	Count of Gender
M	44.38%	79
F	55.62%	99
Grand Total	100.00%	178

Applied	Count of Submitted FAFSA	Count of Submitted FAFSA
Not Applied	69	38.76%
Yes	109	61.24%
Grand Total	178	100.00%

Types of Colleges	Count of College Type	Count of College Type
2 Year Public In-State	49	31.41%
2 Year Public Out-of-State	3	1.92%
4 Year Private In-State	15	9.62%
4 Year Private Out-of-State	25	16.03%
4 Year Public In-State	57	36.54%
4 Year Public Out-of-State	7	4.49%
Grand Total	156	100.00%

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COLLEGE ACCESS PROGRAM

"Inspiring Young Minds. Elevating a Community"



Higher Heights YEP, Inc. Core College Access Programs

Higher Heights YEP is offering Connecticut high schools and high schools a broad range of **College Access Services** for students and their parents.

These services provide a comprehensive model that focuses strongly on Higher Heights' expertise in providing tools for enhancing social-emotional skills, trainings that are foundational to a growth mindset and student resiliency. Higher Heights' College Access Program result in increased student academic success and heightened aspirations for college and career pathways.

Purpose:

- To help students overcome the internal and external barriers to attending college.
- To enhance students' confidence and skills to pursue a college education.
- To help families through the college application process.



Core Access High School Programs

College Application Bootcamp- SENIORS!

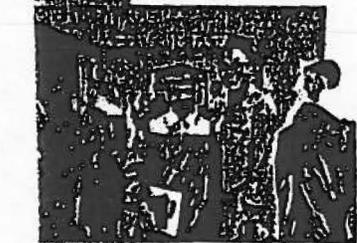
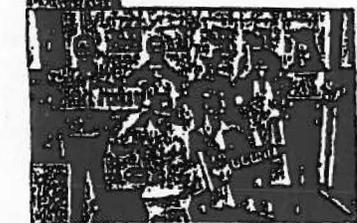
Format: 12 sessions for 40 students. Workshops, classes and activities provide youth with the knowledge, skills and confidence to successfully pursue post-secondary education. **Program Dates:** Mondays and Wednesdays from 3:00pm - 4:30pm (October 3 thru December 5). This program consists of:

- College Readiness and Application Assistance
- Financial Aid Guidance & Financial Literacy
- Career Surveys and Matching
- College Tours and Admissions Presentations

Specialized College Access and Success Classes- grades 9 - 11

Format: Year-long program for 40 students (once a month). A student success, leadership and character building program designed to improve achievement by addressing barriers to learning and by teaching attitudes and behaviors which support success. **Program Dates:** October 24, November 28, December 19, January 30, February 27, March 27, April, 24, May 29 and June 9. Activities include:

- College and Career Awareness Readiness and Application Assistance
- Community Service
- Mentoring
- College Tours and Admissions Presentations



Higher Heights YEP | info@higherheightsyouth.org | www.higherheightsyouth.org (475) 655-3117



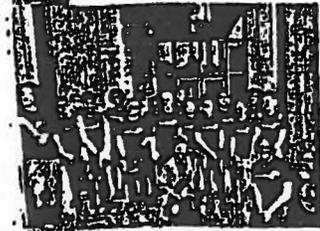
COLLEGE ACCESS PROGRAM

"Inspiring Young Minds. Elevating a Community."

Core Access Supplemental Programs



Information and Technology Program: A 12-week job readiness program for youth ages 16-24 who are not enrolled in high school or college. Participants receive a Microsoft Office Certification and placed into a 12-week paid internship. Participants must be income eligible. Classes starts October 2nd. Classes are held Monday – Friday from 2:30pm-4:30pm.



Annual East College Tour: five-day overnight college tour at local universities and colleges for 50 students (grades 9 – 12) that include a tour of the campus and various speakers/presentations to introduce youth to the college environment and enable them to experience college life first hand on a university campus. Program will take place during February break. Student will also attend 3 coaching sessions and 1 group community service project to prepare them for the college visits and to build rapport with other program participants.



Summer College Application Bootcamp: A fourteen-day program for 100 students (rising 12th graders) to help them in their transition to senior year in high school. Students develop attitudes and behaviors which support success. Our college advisors help students develop a strong personal statement that tells a compelling yet unique story, create an activity resume that showcases individual talents and commitments, and discuss the benefits of the different application deadlines. Students participating in the program have a significant advantage in the admission's process by completing their applications early.

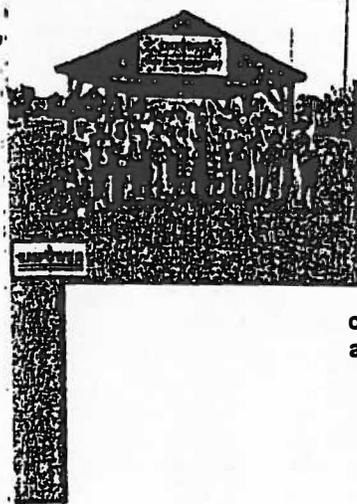
Parent & Family Skills Development: Four customizable workshops to empower 100 parents with strategies for parenting with greater confidence and effectiveness. Topics include: parent empowerment, college readiness and financial literacy and management.

Our Mission

Higher Heights Youth Empowerment Programs, Inc. (HHYEP), founded in 2004, is a New Haven based community organization that provides college preparation services to high school students, grade 9 thru 12, and their families, throughout the New Haven and Fairfield Counties.

Our mission is to change the lives of under-represented college bound students and **EMPOWER, ENCOURAGE** and **EMPHASIZE** them to obtain a post-secondary education.

Our organization's goal is to provide more equitable access of college preparatory resources and services to a broad range of students and their families who have a history of being deprived and who as a consequence are underrepresented in the pool of academically high-achieving students.



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NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

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

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Mary Derwin
Date: November 7, 2019
Re: Support for Pregnant and Parenting Teens, Women, Fathers, and their Families' (SPPT Program)
Proposed Meeting Date: December 2, 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: \$75,000.00

Funding Source & Account #: Funding Source: Support for Pregnant and Parenting Teens Grant
2512 6031

Contract #: 19OECST01NHV 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 continuation service. This is the 2nd year of the grant.

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 \$75,000.00 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

October 11, 2019

Ms. Mary Derwent
New Haven Public Schools
City of New Haven
54 Meadow Street
New Haven, CT 06511

Contract #: 19OECSP01NHV **SUPPORT FOR PREGNANT AND PARENTING TEENS, WOMEN, FATHERS AND THEIR FAMILIES (SPPT) PROGRAM**

Period: 10/1/2019 - 6/30/2020
Amount: \$75,000.00

Dear Ms. Derwent:

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:	19OECSTPT01NHV
Amendment Number:	
Maximum Contract Value:	\$75,000.00
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")
Effective July 1, 2019 revised October 19, 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 SCHOOLS

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 10/01/19 through 06/30/20.
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 Attention: Aileen McKenna	If to the Contractor:	NEW HAVEN PUBLIC SCHOOLS CITY OF NEW HAVEN 54 MEADOW STREET NEW HAVEN, CT 06511 Attention: Dr. Carol Birks
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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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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, 2019 through June 30, 2020.
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 ("KFST"), 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 of Understanding with the Child and Family Guidance Center's Nurturing Families Network program to dually enroll Caregivers in program services as appropriate;
 - b. Advisory Responsibilities.
 - i. 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 quarterly 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; and

- ii. Participate in a teen parent advisory board coordinated by OEC and the State Department of Education to collect and provide input on SPPT implementation. The Contractor shall recommend and support the participation of a highly qualified participant to represent their community. This board will convene via web-based training four times during the contract to enhance participants' understanding of advisory board work, and to design a state-wide conference and inform local parent boards on concerns of teen parents.
- iii. Statewide Teen Parent Summit: OEC/SDE staff will host a statewide teen parent conference in April 2020. The Contractor shall be responsible for identifying participants and working with school administration to grant permission to attend the conference during the school day;
- 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;
 - v. Entrepreneur training: The Contractor shall:
 - a) Offer Clients up to 6 entrepreneurship trainings on the following topics: fundamentals of starting and operating a business, understanding the dynamic role of entrepreneurship and small businesses ownership, new product or service development, business plan development, finance for a small business, strategic marketing planning and product/service pitching.
 - b) Identify students to attend the trainings and provide support, including but not limited to provision of Provide passes from class, bus passes if afterschool, childcare to allow the students to participate in the trainings; and
 - c) Identify and secure an appropriate space to hold the trainings and coordinate with entrepreneurship staff under separate contract with OEC to determine training dates and times.

- vi. **Doula Support training:** The Contractor shall offer Clients up to 4 doula training sessions concerning the role of a doula to support a healthy birthing experience. The Contractor shall
 - a) Identify Clients and provide support including but not limited to provision of passes from class, bus passes if afterschool, childcare to allow the students to participate in the trainings;
 - b) Identify and secure an appropriate training space; and
 - c) Identify and secure an appropriate space to hold the trainings and coordinate with doula staff under separate contracts with OEC to determine training dates and times.
- vii. **Year Round Internship Program:** School districts can apply to receive up to \$20,000 in grant funding through SDE for the development of internship opportunities for SPPT participants. The Contractor's social workers shall be responsible for finding and monitoring internship placements funded through SDE, and for tracking payments related to the internships.
- 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, 2019 – March 31, 2020	April 15, 2020
April 1, 2020 – June 30, 2020	July 15, 2020

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, 2019 – March 31, 2020	April 15, 2020
April 1, 2020 – June 30, 2020	July 15, 2020

- 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 location 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.*
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 **\$75,000.00** 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.
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.

Effective Date: 8/30/2019

CONTRACT NUMBER: 19OECSP01NHV \$75,000

CONTRACT PERIOD: 10/01/2019 through 06/30/2020

ST FISCAL YR (SFY): 2020

PROVIDER: City of New Haven, New Haven Public Schools

Approved by: CappuccittiM

4000 INCOME		SPPT	
Program Funding Period:		10/01/2019 through 06/30/2020	Total Income
		\$75,000 10/1/19- 6/30/20 Chtfld 2=CFDA 93 500 Federal \$	
4100	CONTRACT FUNDING	SID	\$ 75,000 \$ 75,000
4102	Federal/Other Funds	22439-OEC..007	\$ 75,000 \$ 75,000
4102	Federal/Other Funds		\$ -
TOTAL INCOME			\$ 75,000 \$ 75,000
5000 DIRECT EXPENSES		SPPT	Total Expenses
5100	SALARIES		\$ 17,850 \$ 17,850
5101	Staff Salaries & Wages		\$ 17,850 \$ 17,850
5200	FRINGE BENEFITS		\$ 1,487 \$ 1,487
5300	CONTRACTUAL SERVICES		\$ 41,650 \$ 41,650
5303	Contracted Workers - Non-Payroll		\$ 41,650 \$ 41,650
5400	TRANSPORTATION		\$ 695 \$ 695
5401	Staff Travel Reimbursement		\$ 695 \$ 695
5500	MATERIALS AND SUPPLIES		\$ 700 \$ 700
5504	Other Mtrls and Sppls (specify in narrative)		\$ 700 \$ 700
5900	CLIENT SUBSIDIES		\$ 11,131 \$ 11,131
5901	Transportation		\$ 6,450 \$ 6,450
5903	Education		\$ 1,200 \$ 1,200
5906	Other Client Subsidies (specify in narrative)		\$ 3,481 \$ 3,481
TOTAL DIRECT EXPENSES			\$ 73,513 \$ 73,513
7000 INDIRECT EXPENSES		SPPT	Total Expenses
7100	ADMINISTRATIVE & GENERAL		\$ 1,487 \$ 1,487
7120	Fringe Benefits		\$ 1,487 \$ 1,487
TOTAL INDIRECT EXPENSES			\$ 1,487 \$ 1,487
TOTAL EXPENSES			\$ 75,000 \$ 75,000
INCOME/EXPENSE SUMMARY		SPPT	Total
TOTAL INCOME		\$ 75,000	\$ 75,000
TOTAL EXPENSES		\$ 75,000	\$ 75,000
EXCESS/(SHORTAGE)		\$ -	\$ -

- 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 June 30, 2020.
 - 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.

5. 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.

6. 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. FEDERAL AND STATE REQUIREMENTS.

1. Federal Requirements.

- a. The Contractor's DUNS number is **184982585**.
- b. This contract receives Federal funding under the SPPT Grant as administered by the Health Resources and Services Administration (HRSA) as follows:

Grant Number: SP1AH000055-01-00
 CFDA (Catalog of Federal Domestic Assistance) Title: Connecticut Office of Early Childhood Support for Expectant and Parenting Teens, Women, Fathers, and Their Families Program
 CFDA Number: 93.500
 Award Years: 2019
 Research and Design: No
 Name of Federal OEC Awarding: Department of Health & Human Services, Public Health Service
- c. In addition to the Federal Funds provisions of Part II of this contract, the Contractor shall adhere to the Federal requirements specific to the funding allocated to this contract. Further guidance is available at https://www.acf.hhs.gov/sites/default/files/assets/general_terms_and_conditions_mandatory_1.pdf and the Subrecipient Monitoring and Management Section of the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 45 CFR Part 75 at https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=d3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART#sg45.1.75_1344_675_1350.sg4.
- d. Unless the Contractor submits to the OEC previous written authorization from the Federal awarding OEC prior to contract execution, the Contractor shall not exceed the default 10% cap on administrative costs for Federal funding allocated under this contract. All administrative costs in excess of 10% of the total Federal funding amount will be disallowed.

- e. The Contractor shall not seek reimbursement from the Federal Government for any of the services offered by the Program.
- f. **Federal Office of Management and Budget Requirements.**
 - i. This contract includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Super Circular as set forth in 2.CFR Part 200 and as updated from time to time.
 - ii. Federal funding shall be released by the OEC contingent upon receipt of federal monies by the OEC in compliance with the Federal Cash Management Improvement Act (CMIA), 31 U.S.C. § 6501 et. seq. of (1990).
- g. **Federal Funding Accountability and Transparency Act (FFATA):**
 - i. The Contractor shall register with the Federal System for Award Management (SAM) at <https://www.sam.gov> to assist the OEC with meeting its obligation to comply with the Federal Funding Accountability and Transparency Act (FFATA).
 - ii. The Contractor shall ensure that it shall remain active in SAM by updating its SAM profile at least every 12 months. Upon notification by the OEC that its SAM status is not active, the Contractor shall update its SAM profile within five business days of such notification. The Contractor's failure to comply may impact future issuance of payments by the OEC.
- h. **Trafficking Victims Protection Act of 2000.**
 - i. Pursuant to Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended, the OEC shall terminate this contract immediately and report such termination to HRSA if it determines that the any of the employees or volunteers of the Contractor, or any of its subcontractors or vendors, has performed any of the following actions:
 - (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (b) Procure a commercial sex act during the period of time that the award is in effect; or
 - (c) Use forced labor in the performance of the services under this contract.
 - ii. Guidance on this act is available at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons> .

2. State Requirements

- a. **Audit Submission Process:** If the Contractor expends \$300,000 or more in State financial assistance during any State fiscal year during the contract, the Contractor shall submit its A-133 and state single audit electronically to the OEC through a state-wide electronic system. The system is entitled "Office of Policy and Management - Electronic Audit Reporting System (EARS)." The link to access the system is <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>. The Contractor shall send the OEC an e-mail alert stating that its audit has been uploaded to the identified system. If the Contractor requests an extension from the Office of Policy and Management, associated with the required audit submission, the Contractor must provide the OEC with a copy of the approved request.
- b. **Match Requirements:** The Contractor also warrants that it is aware that funds provided by the OEC under this contract may be used for a service match. The Contractor must obtain OEC permission prior to identifying any or all of the allocated services as a service or monetary match. The OEC shall respond to all requests within five business days of receipt.

I. 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 Contractor, 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.

J. 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.

- K. 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, unmaturing, 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.

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-103e, 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.aspx?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 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 later 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 C.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.

- (c) 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:
- 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;
 - temporarily discontinue all or part of the Services to be provided under the Contract;
 - permanently discontinue part of the Services to be provided under the Contract;
 - 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;
 - 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;
 - 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
 - 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.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
 - (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
 - (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to

13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").

(f) Definitions

- (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and

section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an electronic health record; or
 - (D) amend PHI in the Individual's designated record setthe Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

- (1) **General Use and Disclosure Provisions.** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) **Specific Use and Disclosure Provisions**
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) **Obligations of Covered Entity.**
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (i) **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) **Term and Termination.**
 - (1) **Term.** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) **Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate,** Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) **Effect of Termination.**
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

- (l) Miscellaneous Sections.
 - (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
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, status as a veteran, 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 ensure 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, status as a veteran, 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.

9. 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
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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 §9-61.2 (f) (2) 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 explanatory 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 explanatory 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 subcontractors* on behalf of (i) an explanatory 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/hec. 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 such as a debt instrument, a 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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

SIGNATURES AND APPROVALS

19OECST01NHV

The Contractor IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

CONTRACTOR – CITY OF NEW HAVEN, NEW HAVEN PUBLIC SCHOOLS

DARNELL GOLDSON, *President, Board of Education*

___/___/___
Date

OFFICE OF EARLY CHILDHOOD

BETH BYE, *Commissioner*
CHRISTOPHER LYDDY, *Chief Operating Officer*

___/___/___
Date

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

Signature and Title

___/___/___
Date



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: East Rock Community and Cultural Studies Magnet School
Date: October 18, 2019
Re: Curriculum Designers, Inc. Agreement

Executive Summary/ Statement: This proposal is recommended to build on the first year of work and to sustain initiatives previously taken. Work will focus primarily on reviewing the effectiveness of units, revising and deepening the design of student learning experiences, as well as develop projects, performances and rubrics for each unit.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$24,000, \$3,000/day on-site full day for 6 days, \$350/hour virtual coaching for 10 hours, \$500/day editing and coaching for 5 days

Funding Source & Account #: Magnet 17-20 East Rock Cultural Studies 2517-6252-56694-0046

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?** This project aligns with Academic Achievement in the District Improvement goals. Students will learn through personalized, supportive approaches with instruction that exposes them to relevant, authentic experiences.
- 2. How was the contractor selected? Quotes? RFP? Sole Source designation?** This contractor has worked with the members of our community before. This contractor was selected due to their previous work in the development of our Magnet units.
- 3. What specific skill set does this contractor bring to the project?** This contractor was selected due to their intricate knowledge of our Magnet curriculum and units.
- 4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.** This is a continuation of services from last year.
- 5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?** Rubrics will be developed that will be used in the evaluation process.
- 6. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?** The services provided are specific to Curriculum Designers, Inc., Dr. Heidi Hayes Jacobs, and her team of educators.

7. **Why do you believe this agreement is fiscally sound?** This agreement is fiscally sound because it allows us to continue in the development of our Magnet theme and units.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Curriculum Designers, Inc.

FOR DEPARTMENT/PROGRAM:

East Rock Community and Cultural Studies Magnet School

This Agreement entered into on the 18th day of October, 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Curriculum Designers, Inc. located at, 26 Allendale Drive, Rye, NY 10580 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$3,000 per day for 6 days, \$350 per hour for 10 hours and \$500 per day or \$250 per half day for 5 days.

The maximum amount the contractor shall be paid under this agreement: Twenty-four thousand dollars (\$24,000). 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 **Magnet 17-20 East Rock Cultural Studies Program** of the New Haven Board of Education, **Account Number: 2517-6252-56694 Location Code: 0046.**

This agreement shall remain in effect from December 9, 2019 to June 30, 2020.

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).*

Over the course of the 2019-20 academic year, Curriculum Designers, Inc. will collaborate with East Rock Community and Cultural Studies Magnet School faculty to build upon previous work and sustain initiatives. Work will include reviewing the effectiveness of units designed and implemented, revising and deepening the design of the learning experiences embedded in units, developing a Community Connections Lab in the library media center, lesson planning templates and the sharing of lessons, the development of a capstone service project for 8th graders, reviewing and creating rubrics for student PBL projects, the cultivation of digital-media-global approaches in curriculum and instruction strategies, and crafting project-based learning products and performances for each unit.

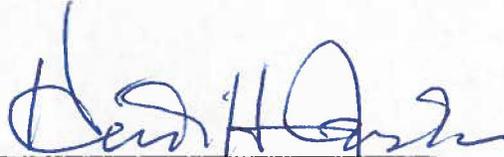
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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

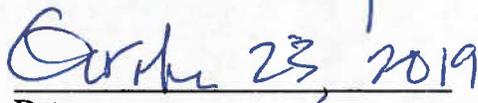
HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the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

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



Contractor Signature

President
New Haven Board of Education



Date

Date

HEIDI H. JACOBS
Contractor Printed Name & Title
PRES. CURRICULUM DESIGNERS, INC.

Revised: 10/2/18

Proposal for professional development services

New Haven Public Schools

East Rock Community and Cultural Studies Magnet

Submitted by Dr. Heidi Hayes Jacobs

Academic School Year- 2019-2020

The following is a proposal for outcomes, service delivery options, faculty info, pricing structure and a package of services.

The recommendations attempt to build on the first year of our work and to sustain the initiatives.

- 1) Services to review the effectiveness of the units designed and implemented during the 2018-2019 school year with teachers using student work and outcomes as key evidence.
- 2) Revise and deepen the design of the learning experiences embedded in the units responsive to the magnet themes of celebrating diversity, connecting directly with local community, and developing global citizenship for a full academic school calendar.
- 3) Develop a Community Connections Lab in the current library media center to promote direct links to the New Haven community.
- 4) Focus on more detailed template and innovative lesson planning to support each unit and allow teachers to share lessons.
- 5) Develop a capstone service project for 8th graders to contribute to the community on a personal learning inquiry.
- 6) Develop a review process and rubrics for student PBL projects, unit artifacts, and assessments to improve quality in order to provide feedback.
- 7) Services to cultivate digital-media-global approaches integrated directly the curriculum and instructional strategies.
- 8) Craft project-based learning products and performances for each unit.

Following the recommendations is a set of options to deliver services and members of our Curriculum 21 faculty most prominently by Dr. Jacobs. All work will be aligned directly to your magnet outcomes and Connecticut State standards.

1. Create a stronger branding and identity for the school regarding its mission.
2. Support ongoing unit design training that emphasizes coherence, alignment to mission, alignment to targeted standards employing a common template
3. Research and develop modern content directly aligned to each of the community connections embedded in the units.
4. Developing a scope and sequence of units that scaffold vertically from year to year in our curriculum.
5. Focus on place-based community partnerships in the design of project based learning units resulting in authentic assessments.
6. Create digital media formative assessments from podcasts to documentaries
7. Develop a student run video filming crew that collaborates regularly with teachers to document the program.
8. Develop global partnership programs where appropriate for the school's specific magnet theme
9. Create a school specific clearinghouse of apps/tools per its magnet theme
10. Support quality blog-posts, webinars, podcasting channel to interact with students and parents

➤ Service Delivery Options.

Please review and we can create a package for each building and for the three in combination if that is workable for certain events.

- On-site workshops and work sessions at East Rock
- Virtual Coaching via Zoom or Skype for follow up work with teams or leadership.
- Virtual editing of curriculum either in google docs with proposed curriculum or on a curriculum mapping platform if the school elects to use one.

➤ Faculty:

Our team is a remarkable group of talented and experienced educators. It would have a continued role in the work both in coordinating efforts since I know each school and also in conducting workshops. In addition, there are members of our team that may have

specific areas of focus that might match specific needs of your school both collectively and some unique to certain schools.

LINK to faculty: <http://www.curriculum21.com/about/faculty/>

➤ Pricing structure

Proposed rates:

- On site full day: \$ 3000 per day- travel is inclusive
- Virtual coaching (point to point): \$ 350 per hour
- Editing/coaching: \$ 500 per day \$ 250 per half-day

****This will include any travel and lodging for faculty who may need to fly in.**

Proposed package of services commencing in September 1, 2019 through June 30, 2020

- 6 on-site days for continuous curriculum unit development
- 5 editing days to provide feedback on units and curriculum scope and sequence
- 10 virtual video conferencing hours throughout the year to be determined if/when teams need support.

Total proposal: \$ 24,000.00

_____ date: June 13, 2019

Dr. Heidi Hayes Jacobs
President, Curriculum Designer, Inc.
26 Allendale Drive
Rye, NY 10580
914-921-2046 (office)
914-907-2852 (mobile)
Federal ID # 13-3866127

_____ date

New Haven Public School Representative



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

Memorandum

To: NHPS Finance and Operations Committee
From: Matthew Brown, Principal, High School in the Community
Re: Magnet School Grant Contract with Great Schools Partnership
Meeting Date: December 2, 2019

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 to staff at High School in the Community (HSC) in alignment with the submitted and approved Federal Magnet School Grant. This professional development will enable HSC teachers to implement personalized and project based learning to raise student achievement and enable HSC to attract students from surrounding communities to stay in compliance with state magnet school requirements.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$64,130.00 (\$1,210/day)

Funding Source: Magnet School Assistance Program 2517-6255-56694-0066

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

High School in the Community has made great strides in the past 4 years by dramatically improving its graduation rate, lowering its chronic absenteeism rate, increasing SAT scores, increasing applications from both New Haven and suburban families and significantly increasing the percentage of students who move successfully from grades 9 to 10. All of these are strategic priorities for the District and align with the Connecticut State Department of Education Performance Indicators for High Schools. While the work and systems the school has built to continue this improvement are continuing and sustaining, there remain areas that need attention and support. Two of these areas that align with the NHPS District Priorities and are written into HSC's School Improvement Plan are also part of the Magnet Schools Assistance Grant and are the focus of this service.

One of those is ensuring that HSC's leadership, public service and social justice theme are successfully enacted in daily classroom practice through project based and personalized learning. Such work ensures the school will become an even stronger school of choice for New Haven Public School families, leading to increased and more diverse enrollment. We have made progress in this area – **in the school year 2019-2020 we saw increases of 20% in our enrollment and magnet applications.**

Two is our dramatic increase in graduation rate, with HSC having an unofficial graduation rate of 92% in 2019, a 100% improvement over 4 years.

While we are pleased with the growth on these 2 metrics, we are far from where we need to be to ensure that all students are fully experiencing the magnet school theme as well as achieving higher SAT scores for all students. GSP efforts support improvement in daily instructional practice to implement project-based learning that will lead to both more frequent and rigorous integration of HSC's magnet theme. Additionally, GSP coaching,



professional development and instructional design support will address the need to integrate specific practices and pedagogical techniques into project based lessons that steadily improve student performance on the SAT.

2. How was the contractor selected? Quotes, RFP, or Sole Source?

GSP was listed in the Federal MSAP submission by New Haven Public Schools as the Professional Development Provider for HSC to support the terms and outcome of the grant.

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

GSP is nationally recognized for their work with personalized learning through the development of multiple pathways (including project-based learning) and mastery based education. Further, GSP has extensive experience supporting teachers to become facilitators of school-based professional learning groups to share and refine best instructional practices such as what HSC needs to develop to integrate their project based learning focus with an SAT impact. Finally, direct experience in New Haven with HSC and other magnet schools demonstrates GSP's capacity to facilitate high-quality professional learning seminars and their understanding of and commitment to the context of New Haven.

4. Is this a new or continuation service? If a continuation service please attach an evaluation of contractor from previous year.

GSP worked with HSC the past year as part of the MSAP grant in year 2. This work supported many of the strong results cited in the Archival Data Sheet attached.

5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor progress?

Evaluation will be conducted through three sets of information. First, all group professional development will have participant feedback both from each session and cumulatively at the end of the year. This includes full staff days and group seminar days. Data from these forms will be collated by GSP, shared with HSC leadership and staff, and readily available upon request for other interested parties. In order to assess the impact of one-on-one efforts, all HSC staff will provide feedback and examples of changes in their practices through an annual staff survey. Again, these results will be collated by GSP and shared with HSC leadership and staff. Taken together and with monthly meetings between GSP and school leadership these data will be used by GSP and HSC to make in-progress corrections as necessary.

Second, in keeping with grant reporting requirements, HSC will undergo yearly MSAP evaluations that will be reported to the federal government. These evaluations will specifically examine the role of GSP services in supporting the development of the magnet school theme and our progress on the SAT. (see Archival Data sheet 1)

Third, we will continue to track and analyze our school's progress on the CSDE Performance Indicators for High School and GSP's role in supporting HSC's success in these measures. (see Archival Data sheet 1)

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

GSP activities will be undertaken in collaboration with HSC teachers and leaders. HSC teachers will be trained to facilitate professional learning groups and to observe one another in their classrooms. Upon completion of the five-year grant, HSC staff will have the capacity

to undertake this work absent GSP support. Internally at HSC and in the district, we do not have the expertise in mastery, in project-based learning with SAT integration or development of professional learning group facilitators to undertake this. Further, as currently constituted, HSC does not have enough time in administrative leadership roles to engage in the level of one-on-one instructional support required by this grant and needs GSP support to implement this strategy.

7. 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

AGREEMENT
By And Between
The New Haven Board of Education
AND

Great Schools Partnership

FOR DEPARTMENT/PROGRAM:

High School in the Community

This Agreement entered into on the 8th day of December 2019, effective (*no sooner than the day after Board of Education Approval*), and the 9th day of December, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Great Schools Partnership, Inc. located at 482 Congress Street, 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 53 days hours or sessions.

The maximum amount the contractor shall be paid under this agreement: \$64,130.00.
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 **Magnet School Assistance Program** of the New Haven Board of Education, **Account Number: 2517-6255-56694 Location Code: 0066**

This agreement shall remain in effect from **December 9, 2019 to June 30, 2020.**

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:

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

GSP will provide support through senior associates and other staff as necessary to provide professional learning for HSC staff in areas of project based learning, SAT preparation, and coaching for high leverage instructional strategies.

A detailed Scope of Services is attached.

Exhibit A: Scope of Service:

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

11/10/19
Date

Date

David Ruff, Great Schools Partnership
Contractor Printed Name & Title

Revised: 10/2/18



To: Matthew Brown, principal, High School in the Community
From: David Ruff, Great Schools Partnership, executive director
RE: Provision of Professional Development Services for High School in the Community
Date: November 18, 2019

Scope of Services

Activity 1: GSP will plan and facilitate a series of professional learning events for HSC staff concerning project-based learning and personalized learning with a focus on high leverage instructional practices including questioning, checks for understanding and effective feedback. These sessions will be done through whole faculty and team structures in times determined collaboratively with school leadership. Total time required is 15 days split into whole days and partial days.

Activity 2: GSP will observe teachers regularly and will meet with teachers one-on-one for follow-up debriefs, planning, coaching and learning concerning project-based learning, personalized learning and high leverage instructional practices. All HSC teachers will have the opportunity to meet with GSP staff. Events from Activity 1 and Activity 2 could occur on the same calendar day although the times associated with each event would be recorded separately. Total time required is 30 days split into whole days and partial days.

Activity 3: Ongoing Organizational and Leadership Consulting. GSP will also work with HSC leadership and leadership structures to provide ongoing support regarding building effective teams and implementing high leverage instructional practices. This will be planned and determined in collaboration with HSC. Total time required is 8 days split into whole day and partial days.

Staffing

GSP will assign two senior associates to this work: Courtney Jacobs and Arielle Sprotzer. These two senior associates have worked collaboratively with HSC staff and leadership over the past several years, are very familiar with the work underway, and are highly respected by the staff. This reality is crucial for success as the proposed work more highly targets improvement in daily classroom instruction. These two staff will spend 53 days on and off site in support of this work.

Costs

The daily rate for support is \$1,210 which includes all travel costs. This is the same cost GSP has charged New Haven in previous years. Total costs for 53 days is \$64,130.

Please know, GSP staff are reimbursed by GSP for travel expenses using daily rates and mileage approved by the federal government.

The small school
for students who want
to do big things.
HSCNewHaven.org



175 Water Street
New Haven, CT 06511
t: 475.220.6200
f: 203.946.7132

MSAP Grant Year 1-2 Archival Data Sheet

Improvement on Key CSDE Indicators/District Goals Associated with work by GSP during school years 2017-2019 (Years 1-2 of MSAP Grant)

CSDE Indicator	Changes over Year of MSAP Grant
1 – academic achievement as measured by standardized tests	Increase by 50 points or 6%
2 – Chronic Absenteeism	Decrease by 25%
8 – Graduation 4 year rate	Increase by 37%

Additional Important Improvement while not exactly a District Goal a critical note for HSC's MSAP expectations

Increase in families marking HSC as 1 st choice on their enrollment application	32%
Increase in enrollment	20%

MSAP Year 1 Evaluation Results on Curriculum Writing, Unit Design and Associated Work supported by GSP, noting both evidence of success as well as increased expectations with year 2 of the grant and need for further support/work to achieve these expectations.

10. Unit Implementation	Units were not implemented, or dosage will be less than 2 hrs./wk. through September, 2018.	Units were (will be) implemented for some grades and magnet dosage will be 2 hrs./wk. through September, 2018.	Units were (will be) implemented for all grades and magnet dosage will be 2 hrs./wk. through September, 2018.	Units were (will be) implemented for all grades and magnet dosage will be 3 hrs./wk. through September, 2018.
				X
<p>Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations:</p> <ul style="list-style-type: none"> The HSC teachers have written and implemented 13 units this year. HSC has met unit dosage requirements for hours of magnet-theme instruction. The dosage is 3.2 hours a week from unit implementation for Year 1. 				
<p>Recommendations: See item 11.</p>				
11. Magnet Unit (& or discrete magnet course) Planning	All Units for every grade are not planned to the date of the site visit.	Units planned for all grades to the date of the site visit only.	Units are planned for all grades beyond the site visit date but not to the end of the project year.	Units are planned for all grades through the end of project year 1 and average 3hrs/week magnet theme dosage
			X	
<p>Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations:</p> <ul style="list-style-type: none"> 23 units have been written in Year 1. 12 units have been implemented in Year 1. Discrete magnet courses are currently being implemented in all grade levels. These courses are discussed in detail in item 13. 				
<p>Recommendations:</p> <ul style="list-style-type: none"> HSC is off to a strong start in curriculum writing. The magnet theme has been integrated into discrete courses and core content area courses, such as English, Math, Science, and Social Studies. Please keep in mind that the curriculum dosage target for project year 2 is at least 6 hours of magnet instruction per student. 				
12. Unit Quality. Units	Units meet 3 or	Nearly all units	Nearly all units	Nearly all units

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HSCNewHaven.org



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t: 475.220.6200
f: 203.946.7132

clearly: 1) reflect the magnet theme 2) incorporate systemic reforms 3) are aligned with key content standards 4) include sample learning goals, student success criteria and culminating tasks 5) attain peer review rubric targets	fewer criteria.	meet 3 of 5 criteria.	meet 4 of 5 criteria.	meet all 5 criteria.
		X		
<p>Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations: Prior to the September site visit:</p> <ul style="list-style-type: none"> • 11 units have been peer reviewed. • 3 units are in the process of being reviewed. <p>Almost all units created thus far include the unit quality components. The units reviewed have been rated as proficient. Plans are to provide additional PD in the peer review process to ensure fidelity to the rubric.</p>				
<p>Recommendations:</p> <ul style="list-style-type: none"> • The full unit template and peer review process are foundational elements of curriculum redesign efforts. The project year 1 expectation is that (September 30th) at least 70% of magnet theme units will meet project quality criteria as determined by peer reviews using a unit quality rubric (performance measure 2.4). The project year 2 expectation is that 75% of magnet theme units will meet project quality criteria as determined by peer reviews using a unit quality rubric (performance measure 2.4). Continue the work with the Great Schools Partnership to provide additional professional development in curriculum design and the peer review process. • Ensure that the systemic reforms are identified and described in all units. 				

16a. PD Documentation: Magnet Theme Dosage per Teacher <i>Implemented</i> .	0	1-15 Hours	16-30 Hours	>30 Hours
Evidence/notes based on documentation and interviews including strengths, weaknesses, and recommendations: <ul style="list-style-type: none"> Professional development on the magnet theme completed in Year 1 totaled 35.8 hours of PD per teacher. 				X

Recommendations:

- HSC has exceeded its target for project year 1 of 30 hours (35.8) of PD per teacher. Keep in mind that the goal for project year 2 increases to 50 hours per teacher. It is recommended that the school plan additional magnet PD as soon as possible.



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: ^{DD} New Haven Board of Education Finance and Operations Committee
From: Edith Johnson, Principal
Date: 11/11/2019
Re: Agreement between Laura Goldblum and NH BOE for Wraparound services

Executive Summary/ Statement: Approval is requested for an Agreement by and between the NHBOE and Laura Goldblum to act as a Social Work Intern supervisor to increase access to wraparound services for students. Laura Goldblum will be supervising a team of 8 masters level social work interns from area universities. Contractor will prioritize interns from universities who could provide bilingual Spanish/English or Arabic/English speaking interns. Interns will meet with targeted students during the school day for individual, group, or other responsive needs as they arise (in the past groups have been created to respond to the needs of young dads, students with incarcerated parents, students who have experienced border crossing trauma).

Amount of Agreement and the Daily, Hourly or per Session Cost: \$45.8333 per hour. Total billable hours not to exceed 480 hours for a contract total not to exceed \$22,000.

Funding Source & Account #: 190-433-61-50136

Key Questions:

1. How does this project align to the District Continuous Improvement Plan?

This service will provide 1640 students at Wilbur Cross High School (WCHS) access to graduate level social work interns who can support their emotional wellness throughout the year. Students who are able to regulate their emotions are better able to attend to learning tasks. The district has strategic goals for literacy, numeracy, and attendance and this notable increase in wrap around supports will help students to foster life learning skills and habits of mind that will empower them as they increase school connectedness and tackle everyday challenges.

2. How was the contractor selected? Quotes? RFP? Sole Source designation? In consultation with many experts in the mental health field, including Kyle Pederson, Director of the Connecticut Mental Health Center Foundation and Esther Howe, Professor Emerita at Southern Connecticut State University and previous chair of the SCSU School of Social Work we were able to secure Laura Goldblum as intern supervisor and also begin to secure social work interns from area universities. Kyle Pederson having 20 years' experience in community psychiatry in both direct service and administration and also experience as senior program director in the community services network of greater New Haven had reviewed resumes with us and Laura

Goldblum was the clear stand out. Kyle Pederson is also a Wilbur Cross parent and member of the school's SPMT. Dr Howe was instrumental in helping us to reestablish the internship program by contacting area universities with active Social Work Programs regarding possible second semester intern placements at Wilbur Cross High School. The contractor will be paid the same hourly amount as was previously approved by the NHBOE for the same work.

3. **What specific skill set does this contractor bring to the project?** Laura Goldblum comes with a great breadth of expertise including having coordinated and managed the Comer School Development Program for positive school and classroom climate. She trained staff and families in the Comer Model. She has adolescent expertise and has acted as the clinical coordinator for the St Raphael Adolescent Day Hospital for several years. Her robust resume reveals many accolades as well as clinical, community, and school based experience. Laura is currently the board president of the Connecticut Mental Health Center Foundation.

4. **Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**

Between Fall of 2014 and Spring of 2018, Wilbur Cross High School engaged with a Social Work Intern Supervisor and developed a great partnership to provide social emotional supports to students. There was an interruption to that funding source and so we lost the contractor (Harry Seltzer) at the close of the 17-18 School year. We had a gap in services during the 18-19 school year. We are now endeavoring to contract with Laura Goldblum, a Licensed Clinical Social Worker to provide the same services at the same hourly rate so we can continue the Social Work Intern partnership. We expect this partnership to have positive results on academic achievement and attendance for targeted students across every academy at Wilbur Cross High School.

5. **Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**

Laura Goldblum's performance will be evaluated based on her ability to secure interns who can provide direct services to students. Additionally, she will need to provide competent supervision to interns and liaise with sending universities to provide required documentation and evaluations as part of internship placements. These documents and requirements may vary depending on sending university.

Laura Goldblum will meet with WCHS administrators twice a month or more often if needed to review progress. In the past we have seen outcomes of a social work partnership include academic success markers and school climate success markers including decreases in disciplinary data and increases in attendance data.

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

This is not related to professional development. Also, current board of education Social Workers are maxed out in their assigned caseloads of special education students and so they do not have space to attend to students outside of those with IEPs.

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

It provides WCHS students access to mental health professionals who are nearly ready to begin their work as full time social workers in different contexts. The contractor was selected after a search and interview process because of her breadth of experience. This contract provides WCHS students \$400,000 worth of services (the approximate cost to hire 8 social workers) per year for \$22,000 (the cost of this contract) per year.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between

The New Haven Board of Education AND Laura Goldblum, LCSW

FOR DEPARTMENT/PROGRAM: Wilbur Cross High School

This Agreement entered into on the 8th day of December, 2019, effective (no sooner than the day after Board of Education Approval), the 9th day of December, 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Laura Goldblum located at, 136 Canner Street, New Haven CT 06511 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$45.833 per hour, for a total of 480 hours. The maximum amount the contractor shall be paid under this agreement is \$22,000. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and dates of service.

Fiscal support for this Agreement shall be by WCHS General Funds, New Haven Board of Education, **Account Number:** 190-433-61-50136

This agreement shall remain in effect from 12/9/2019 to 6/30/2019.

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

SCOPE OF SERVICE: *All billable services/ expenses must be included in the scope of service.*

- Contractor will provide weekly individual and group supervision to 8 masters level Social Work Interns.
- Contractor will be on the grounds of Wilbur Cross High School to supervise interns and coordinate with school administrators to determine WCHS student caseloads.
- Contractor will consult with staff, attend team meetings, and provide additional support for interns as needed.
- As interns are secured, contractor will assign 2 interns to each of the 4 Small Learning Communities (SLC) at WCHS. Bilingual interns will be prioritized into the most appropriate small learning community based on language needs of those students.
 - Interns will maintain caseloads of students that they meet with regularly for social work interventions that will last from 20-40 minutes each.
 - Interns will coordinate with SLC administrator, lead teacher, and student intervention specialists to ensure interns are responding to students in need of this strategic intervention.

- Interns will attend Child Study Team of each SLC when possible so that communication is maintained and supports for students are streamlined.
- Interns will communicate directly with contractor and school level administrators regarding changes to set intern schedule.
- Please note that student interns are not paid.

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.

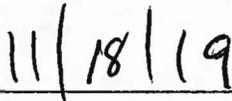
HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney’s fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the 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

Laura Goldblum, LCSW

136 Canner St.
New Haven, Connecticut, 06511
203-530-6723
laurgo@snet.net

**WORK
EXPERIENCE**

YALE NEW HAVEN HOSPITAL, NEW HAVEN, CT

Per Diem Clinical Social Worker, August 2018 – Present

- Provide clinical coverage at the Children's Day Hospital and the Children's Psychiatric Inpatient Service
- Conduct diagnostic evaluations, psychosocial assessments, and ongoing assessments of patient's mental status
- Ensured that patients were referred and linked with the services and/or community resources appropriate to their needs upon discharge.
- Lead therapeutic groups
- Crisis intervention with children and families

SEEDS OF PEACE, OTISFIELD, ME

Dialogue Facilitator, Jul 2002 – Aug 2003

- Developed and led communication and conflict resolution group curriculum for teenagers from international conflict areas including the Middle East, Cyprus, and India/Pakistan
- Consulted with camp counselors and other program staff on trauma issues

DOMESTIC VIOLENCE SERVICES OF GREATER NEW HAVEN, GUILFORD, CT

Women's Support Group Counselor, May 2002 – Oct 2003

- Conducted weekly support group sessions for victims of domestic violence

SIX TO SIX INTERDISTRICT MAGNET SCHOOL, BRIDGEPORT, CT

School Social Worker, Sep 1999 – Jun 2002

- Coordinated and managed the Comer School Development Program for positive school and classroom climate. Trained staff and families in the Comer Model and facilitated the School Planning and Management Team and the Instructional Support Team
- Provided preventative and therapeutic services to students in the form of crisis intervention, individual and group counseling
- Taught conflict resolution, anger management and social skills classes
- Consulted with parents and staff regarding children's behavioral and emotional needs

THE HOSPITAL OF ST. RAPHAEL ADOLESCENT DAY HOSPITAL, NEW HAVEN, CT

Clinical Coordinator, Nov 1994 – May 1998

- Responsible for the design, implementation and programming of the intensive outpatient program for adolescents with emotional and behavioral challenges
- Led staff meetings and patient rounds
- Coordinated intakes, admissions and discharges
- Program manager of clinical functions including coordinating psychiatric evaluations, clinical assignments and group assignments
- Clinical supervision and management of social work staff and interns

- Established relationships with area schools for social work and developed social work intern training program
- Designed behavior management program
- Liaisoned with managed care companies

YALE UNIVERSITY CHILD STUDY CENTER, NEW HAVEN, CT

Clinical Social Work Fellow, Jul 1993 – Jun 1994

- Provided diagnostic and treatment services to children, adolescents and families in outpatient and school-based clinics
- Member of interdisciplinary Young Child Evaluation Team (0-5 yrs.)
- Provided crisis intervention services through the Urgent Access Service
- Participated in advanced training seminars and intensive supervision

NEW YORK HOSPITAL CORNELL MEDICAL CENTER, WHITE PLAINS, NY

Staff Social Worker, Oct 1991 – Jun 1993

- Participated in the milieu treatment of adults with schizophrenia and related psychotic disorders on an inpatient psychiatric rehabilitation unit
- Provided psychoeducational and systems oriented family therapy
- Led patient groups, including a multiple family group
- Provided full range of comprehensive case management services

ANDRUS CHILDREN'S HOME, YONKERS, NY

Clinical Social Worker, Jun 1990 – Oct 1991

- Directed the multidisciplinary treatment for pre-adolescent boys
- Developed diagnostic assessments and treatment plans
- Provided individual, family and group therapy
- Developed experiential therapy program including the use of group initiatives and outdoor activities

EDUCATION

THE GOTTMAN INSTITUTE, SEATTLE, WA

Level 3 Training in Gottman Method Couples Therapy 2019

NEW YORK UNIVERSITY, NEW YORK, NY

International Trauma Studies Program Sep 2001-May 2002

SCHOOL FOR INTERNATIONAL TRAINING, BRATTLEBORO, VT

Conflict Transformation Across Cultures (CONTACT) Jun 2001-Jul 2001

ACKERMAN INSTITUTE FOR THE FAMILY, NEW YORK, NY

Clinical Practicum in Family Therapy Jul 1999-Aug 1999

YALE UNIVERSITY SCHOOL OF MEDICINE CHILD STUDY CENTER, NEW HAVEN, CT

Post-Master's Clinical Social Work Fellowship Jul 1993-Jun 1994

HUNTER COLLEGE SCHOOL OF SOCIAL WORK, NEW YORK, NY

Master of Social Work Sep 1988-Jun 1990

EMORY UNIVERSITY, ATLANTA, GA

Bachelor of Arts - Psychology/Sociology, May 1983

COMMUNITY AFFILIATIONS

Community Leadership Program – Graustein Memorial Fund

October 2017 – May 2018

Connecticut Mental Health Center Foundation – Board President

Board member and officer since 2005



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.

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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



**NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET**

**Re: Approval of William Casper Graustein Equity Program Grant #4448 and
Fiscal Sponsor Higher Heights Youth Empowerment Program Inc.,**

In, October 2019, Trustees of the William Caspar Graustein Memorial Fund granted New Haven Public Schools an award \$141,500 New Haven School District DELT Equity Action Plan, with the Higher Heights Youth Empowerment Programs Inc. serving as the Fiscal Sponsor.

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

The training will be provided to key stakeholders including, administrators, union leaders, teacher leaders, parents, community members, board members and if possible students.

Conditions of the Grant Award:

1. Program and Fiscal Accountability

Higher Heights Youth Empowerment Programs, Inc. will be responsible for the implementation and reporting of progress on proposed work described in this Memorandum of Agreement and the grant proposal as submitted to the William Caspar Graustein Memorial Fund (Memorial Fund).

2. Reporting Schedule and Funds Disbursements

Higher Heights Youth Empowerment Programs, Inc. will provide interim progress and fiscal reports and final progress and fiscal reports.

a) Reports are due according to the schedule below:

6 Month Progress and Fiscal Reports	April 1, 2020
Final Progress and Fiscal Reports	December 30, 2020



**NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET**

b) Funds will be disbursed as follows:

First Payment	Upon receipt of: a) Minutes from the New Haven Board of Education (BOE) showing approval of the grant. b) Documentation showing that the BOE publicly acknowledged the grant through either a joint press conference or joint press release. c) Signed Memorandum of Agreement. d) Signed copy of fiscal sponsor agreement.	\$70,750
Second Payment	Upon receipt of 6 Month Progress and Fiscal Report	\$70,750

Submitted by: Carolyn Ross-Lee, District Title IX Coordinator

FISCAL SPONSORSHIP AGREEMENT

THIS FISCAL SPONSORSHIP AGREEMENT (the “**Agreement**”) is made and entered into as of the 9 day of December by and between **HIGHER HEIGHTS YOUTH EMPOWERMENT PROGRAMS, INC.**, a Connecticut Nonstock, tax exempt corporation having its principal place of business at 157 Church Street, 19th Floor, New Haven, Connecticut 06510 (the “**Sponsor**”) and **NEW HAVEN PUBLIC SCHOOLS** (the “**Applicant**”).

WHEREAS:

1. The Sponsor is a tax exempt organization, as described in section 501(c)(3) of the Internal Revenue Code of 1986, as the same may from time to time be supplemented or amended and remain in effect;
2. The Applicant wishes to undertake the equity project known as Winters Group and the District Equity Leadership Team (DELT), as more particularly set forth in Schedule A (the “**Project**”);
3. Pursuant to the Certificate of Incorporation and the Bylaws, as amended, of the Sponsor, the Sponsor’s purpose is to work within the greater area of the City of New Haven, Connecticut (the “**Greater New Haven Area**”) in order to change the lives of under-represented college bound students and Empower, Encourage, and Equip them to obtain a post-secondary education, as more particularly set forth and limited in the Certificate (collectively, the “**Purpose**”); and
4. The Sponsor’s fiscal sponsorship of the Project pursuant to this Agreement shall further its Purpose.

NOW, THEREFORE:

In consideration of the premises and the mutual covenants and promises contained herein, the parties, each intending to be legally bound hereby, agree as follows:

1. FISCAL SPONSORSHIP

The Sponsor agrees to accept and hold donations, grants, and other funds on behalf of and for the benefit of the Applicant for the Project (collectively, the “**Funds**”). The Funds shall be disbursed at the direction of the Applicant to pay for any costs and expenses related to the Project (collectively, the “**Expenses**”); provided, however, that the Sponsor shall distribute Funds only in accordance with the Budget, as defined in Section 3.

2. **PROJECT**

If the Purpose of the Project changes, the Sponsor will make no further distribution of Funds for the Project. At the written request of the Application, the Sponsor may resume distribution of Funds, in its discretion, if the Sponsor approves the changes to the Purpose of the Project in writing.

3. **BUDGET**

Prior to the date of this Agreement, the Applicant has submitted to the Sponsor a budget, detailing the Expenses of the Project and establishing the maximum amount of Funds required to complete the Project (the "**Budget**"). The Budget shall include the fees for the services provided by the Applicant as defined in Section 5. The Sponsor will not distribute Funds in excess of the Budget and will not distribute Funds for Expenses not included in the Budget. Changes in the Budget will not be permitted unless at the written request of the Applicant, the Sponsor, in its discretion, approves such changes in writing. Requests for distribution of Funds shall be made in two payments. First and second payments upon the receipt of the funder receiving the contingency items outlined in the Memorandum of Agreement #4448. Nothing herein shall require sponsor to disburse funds in excess of those deposited with Sponsor, less 7 percent.

4. **RESTRICTED FUND**

The Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor for the Project into a restricted fund to be used for the sole benefit of the Project. Interest earned on the Project's Funds, if any, shall be retained by the Sponsor.

5. **FEE FOR SERVICES**

In addition to the interest earned by the Project's Funds as provided in Section 4, if any, the Sponsor shall retain seven percent (7%) of all Funds received by it in order to pay for its fees for services ("**Fees**"). Such fees include all administrative costs associated with the sponsorship, including without limitation all tax, withholding, and bookkeeping costs and expenses. If necessary, the Sponsor, in its sole and absolute discretion, may retain a greater percentage of the Funds if its administrative costs exceed seven percent (7%).

6. **REPORTING**

The Applicant shall provide a report of activities and Expenses of the Project to the Sponsor upon completion of the Project. The Sponsor shall provide an accounting of the disbursement of all Funds and the Fees retained by the Sponsor.

7. APPLICANT REPRESENTATIONS

The Applicant represents that:

- (a) The Project is, and shall remain, consistent with the Purpose at all times during the term of this Agreement.
- (b) The Applicant is, and shall be, an active member of the Sponsor at all times during the term of this Agreement.
- (c) The Applicant shall obtain and maintain at all times throughout the terms of this Agreement the following insurance in amounts, and with deductibles and companies satisfactory to the Sponsor, but in no event less than \$300,000 for each facet of the Project and \$1,000,000 in the aggregate for the entire Project:
 - i. Comprehensive general public liability insurance covering all facets of the Project;
 - ii. Insurance which complies with workers' compensation and employers' liability laws of the State of Connecticut; and
 - iii. Such other insurance as the Sponsor may reasonable require.

Each such insurance policy required hereunder shall be written or endorsed so as to name the Sponsor as an additional insured and loss payee there under and shall contain a provision requiring the insurer to notify the Sponsor, in writing, at least thirty (30) days in advance, of any cancellation or material change in the policy.

- (d) The Applicant shall provide evidence of the insurance policy set forth in Section 6(c) to the Sponsor prior to the commencement of the Project.
- (e) The Applicant shall not anticipate, encumber, alienate, or in any other manner assign the Applicant's interest in the Funds, and the Funds shall not be subject to the Applicant's liabilities or obligations, judgment or other legal process, bankruptcy proceedings, or claims of creditors or others.
- (f) The Applicant shall comply with all federal, state, and local laws in the performance of the Project.

8. FUNDRAISING

8.1 Fundraising. The Applicant is responsible for raising all funds for the Project.

8.2. Logos and Trademarks. The Applicant shall include and attach the logo of the Sponsor as set forth on Schedule B, or such other logos or trademarks of the Sponsor that the Sponsor may provide to the Applicant and instruct the Applicant to use, and the Applicant shall include the words "Assisted by Higher Heights Youth Empowerment Programs, Inc." on all advertisements, brochures, posters, or other promotional material or other material that appears in public.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the date hereof and shall continue unless otherwise terminated pursuant to the terms herein on the earlier to occur of (a) the date upon which all the Funds necessary to meet the Budget have been distributed by the Sponsor, (b) the cessation of the Project, (c) the cessation of any work on the Project for a period of three (3) consecutive months, or (d) one (1) year from the date hereof, provided that the Sponsor and the Applicant may extend such one (1) year period upon written agreement between the parties.

9.2 Termination. The Applicant may terminate this Agreement at any time, in its sole discretion, upon written notice to the Sponsor. The Sponsor may immediately terminate this Agreement, without any notice to the Applicant, if the Applicant breaches any of its representations contained in this Agreement.

9.3 Disposition of Funds upon Termination. Upon termination of this Agreement for any reason, the Applicant acknowledges and agrees that any Funds held by the Sponsor shall remain the property of the Sponsor and shall be used by the Sponsor, in its sole and absolute discretion, to fund other projects.

10. LIABILITY AND INDEMNIFICATION

10.1 Allocation of Risk. The Sponsor shall have no liability, and the Applicant assumes all liability, for any losses or damages that it may incur as a result of any action taken by the Applicant in reliance upon any advice, guidance, or recommendations given by Sponsor to Applicant in its role as Sponsor or otherwise, including without limitation any financial losses or damages which may occur as a result of any oral or written advice of the Sponsor or any employee, director, officer, or representative thereof.

10.2 Limitation of Liability. If there shall, at any time, be any cost or liability incurred or threatened on the part of or against the Sponsor by virtue of this Agreement, or the performance or non-performance of its responsibilities under this Agreement, or by virtue of a breach by the Sponsor of any representation contained herein, whether due to the negligence of the Sponsor or otherwise, the Applicant agrees that in no event will the total aggregate liability of the Sponsor for any claims, losses, or damages exceed the total amount of the Funds received by the Sponsor under this Agreement for the three (3) month period immediately preceding the date upon which the first act or omission occurred that gave rise to the Sponsor's liability. The foregoing limitation of liability is complete and exclusive, shall apply even if the Applicant has been advised of the

possibility of such potential claims, losses, or damages, and shall apply regardless of the success or effectiveness of any other remedies possessed by the Applicant or third parties.

10.3 Indemnification. The Applicant shall defend, release, hold harmless, and indemnify the Sponsor from all actual or potential liability, damages, demands, claims, loss, or expense (including reasonable attorneys' fees) the Sponsor might have or incur for or because of any damage or injury to persons or property occurring in connection with the Project, including any and all claims from the creditors of the Applicant, and the Sponsor shall be entitled to use the Funds to pay for any such incurred costs, losses, or expenses.

11. ASSIGNMENT

Neither this Agreement nor any right hereunder may be assigned by the Applicant, without the prior written consent of the Sponsor.

12. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall in any way be construed to constitute the Sponsor as an agent, joint venturer, partner, employee, employer, or representative of the Applicant or any third parties that may perform services in connection with the Project, but the Sponsor shall perform the sponsorship services hereunder as an independent contractor.

13. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and shall be binding upon the parties and their respective successors and assigns.

14. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

SPONSOR

**HIGHER HEIGHTS YOUTH EMPOWERMENT
PROGRAMS, INC.**

By: _____

Name: _____

Title: Executive Director

APPLICANT

By: _____
Name: _____
Title: _____
Address: _____

Schedule A

**Memorandum of Agreement
Between
The William Caspar Graustein Memorial Fund
and
Higher Heights Youth Empowerment Programs, Inc. on behalf of the
New Haven School District
In Support of an Equity Program Grant
Grant Number: 4448**

Grant Period: October 1, 2019 to September 30, 2020

Total Award: \$141,500

Proposed Work:

Based on information contained in the funding proposal, Higher Heights Youth Empowerment Programs, Inc. will support the New Haven School District in demonstrating the extent to which the following were achieved during the time period of this grant:

1. Engage with the Winters Group to convene a broad group of stakeholders, implement the Intercultural Diversity Inventory, and design a learning plan for New Haven Public Schools.
2. Expand the District Equity Leadership Team (DELT) membership to involve key school district leaders in the advisory board for this effort, including: Board of Education members; union leaders; parent group leaders; and, if possible, students.

Conditions of the Grant Award:

1. *Program and Fiscal Accountability*

Higher Heights Youth Empowerment Programs, Inc. will be responsible for the implementation and reporting of progress on proposed work described in this Memorandum of Agreement and the grant proposal as submitted to the William Caspar Graustein Memorial Fund (Memorial Fund).

2. *Reporting Schedule and Funds Disbursements*

Higher Heights Youth Empowerment Programs, Inc. will provide interim progress and fiscal reports and final progress and fiscal reports.

a) Reports are due according to the schedule below:

6 Month Progress and Fiscal Reports	April 1, 2020
Final Progress and Fiscal Reports	December 30, 2020

b) Funds will be disbursed as follows:

First Payment	Upon receipt of: Minutes from the New Haven Board of Education (BOE) showing approval of the grant. Documentation showing that the BOE publicly acknowledged the grant through either a joint press conference or joint press release. c) Signed Memorandum of Agreement. d) Signed copy of fiscal sponsor agreement.	\$70,750
Second Payment	Upon receipt of 6 Month Progress and Fiscal Report	\$70,750

3. *Communications*

The Memorial Fund will be provided with the opportunity to review and comment on written communications that contain references to this grant. The Memorial Fund's support of this project is not necessarily an endorsement of other projects or the overall agenda of Higher Heights Youth Empowerment Programs, Inc.

4. *Antidiscrimination Statement*

Higher Heights Youth Empowerment Programs, Inc. commits to adhere to antidiscrimination policies in its governance, employment and service delivery practices on the basis of sex, race, creed, color, national origin and sexual orientation.

The terms of this Memorandum of Agreement cannot be changed or modified without written notification by duly appointed representatives of Higher Heights Youth Empowerment Programs, Inc. and the written approval of the Memorial Fund. Signatures below and endorsement of grant award checks constitute agreement with all the terms and conditions as set forth in this Grant Award Memorandum of Agreement.


 Mr. R. David Addams

Ms. Chaka Felder-McEntire
 Executive Director
 William Caspar Graustein Memorial Fund
 One Hamden Center
 2319 Whitney Avenue Suite 2B
 Hamden, Connecticut 06518

Founder/Executive Director
 Higher Heights Youth Empowerment
 Programs, Inc.
 157 Church St. 19th Floor
 New Haven, CT 06511

Oct. 18, 2019
 Date

 Date

11/10/2019



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Carolyn Ross-Lee
Re: Panorama Education, Inc.
Meeting Date: December 2, 2019

Executive Summary:

Approval is requested for an Agreement by and between the New Haven Board of Education and Panorama Education Inc. to administer, analyze and report on School Climate Connectedness and Social-Emotional Learning surveys for all students and teachers of NHPS from January 1, 2020 to June 30, 2020.

Amount of Agreement and Daily, Hourly, or Per Session Cost:

Cost of services is \$80,000.00

Funding Source: Title IV A – Student Support and Academic Enrichment Grant
Acct. #2511-6269-56694 (pending receipt of funds)

Key Questions:

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

School climate surveys provide feedback from all essential stakeholders, parents, students, teachers and staff. The data helps to inform multiple areas of focus highlighted by the district: Learning and Teaching, Talent and Management Development and Family & Community Engagement.

2. 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?

This contractor has consistently provided high quality work for the district. They create reports as requested and they respond quickly to feedback. Panorama works closely with the district during the entire administration process. Their web-based platform allows for easy reporting and school-based analysis and creation of PowerPoint presentations and a national teacher based resource help center.

3. 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.

The vendor was designated as Sole Source in 2015 (SLSRC #29173x) by the City of New Haven Purchasing Department (see letter attached). The agreement includes an additional survey focused on Social Emotional Learning (SEL). Panorama provides a unique user friendly service that allows district personnel or the public to drill down to the core summary responses of each subgroup.

Service Order is attached. Agreement will be drafted upon approval.

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	New Haven Public Schools	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Carolyn Ross-Lee		Eric Weisman
<i>Billing / Payment Address</i>	54 Meadow Street	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	New Haven, CT 06519	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	carolyn.ross-lee@new-haven.k12.ct.us	<i>Email</i>	eweisman@panoramaed.com
<i>Phone</i>	203-691-2096	<i>Phone</i>	(512) 363-3657

(1) Description of Services and (2) Fees

Description of Services	Fees	
Site License	<i>Effective Date:</i>	<u>January 1, 2020</u>
Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.	<i>Contract Term: (From Effective Date)</i>	<u>1 year</u>
<ul style="list-style-type: none"> Climate Survey: Student, staff, and family surveys, for all students, staff, and families in New Haven Public Schools. Social-Emotional Learning (SEL) measures for all students and teachers in New Haven Public Schools 	<i>Multi-year Discount</i>	<input checked="" type="checkbox"/> n/a <input type="checkbox"/> 5% for 2 years <input type="checkbox"/> 8% for 3 years
Student, staff, and parent climate and SEL surveys will be online. Parent surveys will also have a paper option for all guardians.	<i>Annual Fees: (Due on Effective Date)</i>	
<ul style="list-style-type: none"> Surveys will be backpacked home with students from schools. 	<i>Climate Surveys and SEL Licenses</i>	55,000
Project Management	<i>Project Management</i>	\$5,000
<ul style="list-style-type: none"> Help set schedule and manage work for the project on the Panorama Platform. Provide thought leadership and best practice around engagement in survey planning, administration, reporting, and analysis. Manage all aspects of logistics for paper surveys. Coordinate the rollout of Panorama reports and training/professional development to educators in the district. 	<i>Paper Surveys</i>	\$20,000
Proposed Timeline	<i>Total:</i>	\$80,000
Student, staff, and family surveys will be administered in Winter / Spring 2020. A proposed timeline follows: <ul style="list-style-type: none"> December - January: Plan survey program and schedule for the year. February: Develop communications plan and build buy-in with stakeholders about this year's Climate Surveys. February: Finalize survey content, train survey coordinators, and message to schools. March - April: Launch Climate and SEL Surveys and track response rates. May - June: Share Climate Survey Data. Consider facilitating data inquiry workshop with school and district administrators. 		

PANORAMA EDUCATION – SERVICE ORDER



Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:



**MEMORANDUM
BUREAU OF PURCHASES
CITY OF NEW HAVEN**



Michael V. Fumiatti, Purchasing Agent
200 Orange Street, New Haven,
Connecticut 06510
Telephone (203) 946-8201
Facsimile (203) 946-8206

SLSRC #29173x

DT: December 22, 2015

TO: William Clark, CFO
BOE

FR: Michael V. Fumiatti
Purchasing Agent

RE: Sole Source – Panorama Education – for software upgrades, maintenance, hosting etc

I have received and reviewed your sole source request for the above referenced vendor and purpose. In September 2012, Panorama Education responded to RFP-2013-09-853 and was awarded the contract for Analysis of Surveys. An agreement was issued effective 11/11/12 with two additional one-year options to renew, which we already exercised. With all the data all ready in place and with the software fully integrated into our system it makes sense to continue utilizing this product.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above vendor as the "Sole Source" vendor for the above referenced purpose. Please include this sole source number in the vendor sourcing notes of your requisition.

While all else remains the same, this Sole Source does not expire

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alderman approval.

Any questions, please feel free to contact me @ x8207.

cc: Accounts Payable
Sonia Flanagan - BOE
Carl Carangelo - BOE
File



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marquelle Middleton
Date: November 14, 2019
Re: Phoenix Press Agreement

Executive Summary/ Statement: Phoenix Press will provide printing and delivery of the items for the Office of Choice & Enrollment 2020 NHPS School Enrollment Campaign.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$95,308

- Project 1: NHPS Choice Catalog \$47,888
- Project 2: NHPS Interdistrict Catalog \$36,849
- Project 3: High School Marketing Postcard \$1,850
- Project 4: Elementary School Marketing Postcard \$1,850
- Project 5: Newspaper Insert \$4,837
- Project 6: Kindergarten Head Start Flyer + Mailing \$1,319
- Project 7: Flyers \$715

Funding Source & Account #: Magnet 17-22 Central Office, 2517-6251-56694-0000

Key Questions:

1. **How does this project align to the District Continuous Improvement Plan?**
This project will be overseen by the Office of School Choice & Enrollment and directly correlates to the district improvement plan as an effort to increase student diversity and provide theme based learning opportunities for all enrolled students
2. **How was the contractor selected? Quotes? RFP? Sole Source designation?**
Contractor was selected because Quote was within budget requirements; other vendors could not meet budget requirements and targeted audience.
3. **What specific skill set does this contractor bring to the project?**
Advertising the Choice & Enrollments Lottery and process. Ensuring that all students throughout the district is well informed of the educational opportunities in New Haven and suburban families will be able to receive all information of enrollment process. Company will produce a quality printed catalog that will enhance our marketing campaign.
4. **Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**
This is a continuous contractor. End of service contractor will provided an accountability of catalogs printed and distributed throughout our district. Accounting of exactly how many printed copies will effectively provide a clear print to the readers. C&E survey will be conducted after the lottery process in completed.

5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?

Contractor will be evaluated by an in office survey. Contractor will communicate with office administrator of any changes or updates while catalog is under construction. Recruitment Coordinator will view catalog process in its entire creation during print.

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

No, provider is not compatible to C&E duties.

7. Why do you believe this agreement is fiscally sound?

Because it is economically, budget affordable and will advertise the C&E message. Message will also reach families without internet and television access.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Phoenix Press

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 7th day of November 2019, effective (no sooner than the day after Board of Education Approval), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Phoenix Press located at, 15 James Street, New Haven, CT 06513 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$95,308.

- Project 1: NHPS Choice Catalog \$47,888
- Project 2: NHPS Interdistrict Catalog \$36,849
- Project 3: High School Marketing Postcard \$1,850
- Project 4: Elementary School Marketing Postcard \$1,850
- Project 5: Newspaper Insert \$4,837
- Project 6: Kindergarten Head Start Flyer + Mailing \$1,319
- Project 7: Flyers \$715

The maximum amount the contractor shall be paid under this agreement: Ninety-five thousand three hundred and eight dollars (**\$95,308**). 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 17-22 Central Office Program** of the New Haven Board of Education, **Account Number:** 2517-6251-56694 **Location Code:** 0000.

This agreement shall remain in effect from December 9, 2019 to April 30, 2020.

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).*

Phoenix Press will provide printing and delivery of the items for the Office of Choice & Enrollment 2020 NHPS School Enrollment Campaign. Printing/Mailing projects consist of 9,000 NHPS Choice Catalogs (144 page booklet; 35,000 NHPS Interdistrict Catalogs (48 page booklet) plus mailing; High School and Elementary School Postcard Mailings; Newspaper inserts and Office of Choice & Enrollment flyers for Head Start, Kindergarten enrollment and Enrollment documents.

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*. 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.

Brian C. Driscoll

Contractor Signature

President

New Haven Board of Education

11/13/19
Date

Date

Brian C. Driscoll President

Contractor Printed Name & Title

Revised: 10/2/18



To: New Haven Public Schools - Office of Choice & Enrollment
Attn: Marquelle Middleton

Date: 11/05/2019
Quote # 554712

Project: NHPS Choice Catalog
Size: 8.5 x 11.5 finished, 144 pages, self cover, plus 4-page centerspread application
Stock Detail: 70# Gloss Text
Artwork: File supplied by Laine Driscoll
Delivery: Delivery to all New Haven addresses
Ink: 4/4
Proof: POD Proof
Packing: Cartons

Pricing By Quantity	
	9,000
Paper Stock	\$18,924
Printing	\$28,964
TOTAL	\$47,888

Project: NHPS Interdistrict Catalog
Size: 5.5 x 11 finished, 48 pages plus cover
Stock Detail: Choice of 70# Gloss Text
Artwork: File supplied by Laine Driscoll
Delivery: Delivery to all New Haven addresses
Mailing: Mailing to 24K addresses
Ink: 4/4
Proof: POD Proof
Packing: Cartons
Postage: Paid separately from NHPS USPS Account

Pricing By Quantity	
	35,000
Paper Stock	\$15,205
Printing	\$17,894
Mailing to 24K addresses	\$3,750
TOTAL by stock	\$36,849



Project: High School Marketing Postcard
Size: 9 x 11 finished, self cover
Stock Detail: 100# Gloss Cover
Artwork: File supplied by Laine Driscoll
Delivery: Delivery to all New Haven addresses
Mailing: Mailing to 5K addresses

Ink: 4/4
Proof: POD Proof
Packing: Cartons
Postage: Paid separately from NHPS USPS Account

Pricing By Quantity	
	5,000
Paper Stock + Printing	\$1,402
Mailing	\$448
TOTAL	\$1,850

Project: Elementary School Marketing Postcard
Size: 9 x 11 finished, self cover
Stock Detail: 100# Gloss Cover
Artwork: File supplied by Laine Driscoll
Delivery: Delivery to all New Haven addresses
Mailing: Mailing to 5K addresses

Ink: 4/4
Proof: POD Proof
Packing: Cartons
Postage: Paid separately from NHPS USPS Account

Pricing By Quantity	
	5,000
Paper Stock + Printing	\$1,402
Mailing	\$448
TOTAL	\$1,850

Project: Newspaper Insert for The Source, Guilford, Harbor News, The Sound, East Haven, North Haven
Size: 8.5 x 11 finished
Stock Detail: 80# Gloss Text
Artwork: File supplied by Laine Driscoll
Delivery: Delivery to Shoreline Publications - New London Location

Ink: 4/4
Proof: POD Proof
Packing: Bailers

Pricing By Quantity	
	47,300
Paper Stock + Printing	\$4,837
TOTAL	\$4,837



Project: Kindergarten Head Start Flyer + Mailing
Size: 8.5 x 11 finished, #10 envelopes, printed one side in color/4/4
Stock Detail: 80# Gloss Text
Artwork: File supplied by Laine Driscoll
Delivery: Delivery to all New Haven addresses
Mailing: Mailing to 24K addresses
Ink: 4/4
Proof: POD Proof
Packing: Cartons
Postage: Paid separately from NHPS USPS Account

Pricing By Item	
Qty: 1125 Flyers	\$517
Qty: 2125 Envelopes	\$325
Mailing Services, Insert + Deliver	\$477
TOTAL	\$1,319

Project: Flyers
Size: 8.5 x 11 finished
Stock Detail: 80# Gloss Text
Artwork: File supplied by Laine Driscoll
Delivery: Delivery to 54 Meadow St
Ink: 4/4
Proof: POD Proof
Packing: Cartons

Pricing By Item	
Qty: 500 All Residents Flyers	\$298
Qty: 250 Head Start Flyer	\$190
Qty: 200 Additional Flyer	\$227
TOTAL	\$715

Grand Total - All Items	
TOTAL	\$95,308

Thank you very much for the opportunity to bid on this project. We look forward to working with you!
 Brian C. Driscoll, President

15 James Street - New Haven, CT 06513 - (203) 865-5555 - Fax: (203) 865-4003 - www.phoenixpressinc.com



15 James Street - New Haven, CT 06513 - (203) 865-5555 - Fax: (203) 865-4003 - www.phoenixpressinc.com



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: Marquelle Middleton
Date: November 13, 2019
Re: Nexstar (WTNH) Agreement

Executive Summary/ Statement: Nexstar will create engaging video content to showcase NHMS's diverse student population and various school themes, distribute content, audience targeting and the CT Style team will visit NHMS locations to shoot video.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$22,500

3 month News 8/MyTV9/Nexstar Digital Marketing Campaign (Jan. 2020-March 2020)

Create engaging video

Distribute content

Audience targeting

CT Style team visits

Shoot between NHMS and The CT Style team

Funding Source & Account #: Magnet 16-19 Central Office C/O, 2517-6232-56694-0000

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?**
To create a more diverse educational environment. Reaching students throughout the district including the suburban areas.
- 2. How was the contractor selected? Quotes? RFP? Sole Source designation?**
Contractor was selected by geographical media area that can focus on reaching students within the schools district and suburban area
- 3. What specific skill set does this contractor bring to the project?**
Broadcasting the Choice & Enrollments Lottery and process. Ensuring that all students throughout the district is well informed of the educational opportunities in New Haven.
- 4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**
No, this is a continuous contractor. Past years contractor has provided a number amount of impressions of area that have tuned into the commercial that was aired.
- 5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**
Contractor will provide day-to-day aired activity and account of impressions that viewed daily.

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

The contractor is a sole source of the station channel 8.

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

Because it is economically in line with other television stations throughout Connecticut



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Nexstar Broadcasting, Inc.

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 8th day of November 2019, effective (no sooner than the day after Board of Education Approval), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Nexstar Broadcasting, Inc. located at, 8 Elm Street, New Haven, CT 06510 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$22,500 for a 3 month News 8/MyTV9/Nexstar digital marketing campaign (January 2020-March 2020). Media awareness plan, audience targeted display banner, WTNH.com banner, pre-roll video, Facebook video views.

The maximum amount the contractor shall be paid under this agreement: Twenty-two thousand five hundred dollars (**\$22,500**). 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 Central Office C/O Program** of the New Haven Board of Education, **Account Number: 2517-6232-56694 Location Code: 0000.**

This agreement shall remain in effect from December 9, 2019 to April 30, 2020.

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).*

Nexstar will design a 3 month News 8/MyTV9/Nexstar Digital Marketing Campaign (Jan. 2020-March 2020)

- Create engaging video content to showcase NHMS’s diverse student population and various school themes. Focus the videos to: explain why all NHMS are a great choice for New Haven families, educated suburban families about the positive benefits of NHMS including safety and diversity

- Distribute content in the following ways: reach the News 8 news audience across all platforms and target specific zip codes with social and display campaigns.
- Audience Targeting: ad targeting determined by data collected regarding user's online behavior, serve online ads to people who you want to reach!-Adults/Grandparents with children 3-18, etc., limited Waste!, site retargeting: identifies users who have recently visited a client's website and serves them a compelling ad as they navigate elsewhere across the web., re-engage people who have shown interest in enrolling but who have not converted!
- The CT Style team will visit NHMS locations to shoot video to create the following: feature package geared towards New Haven or Suburban parents and grandparents, 30 second video geared towards New Haven or Suburban parents and grandparents, 15 second social video, 15 second call to action video to run online during 6-week enrollment period, CT Style in-studio appearance (in January) to promote February 1st Expo.
- Our shoot will be planned in collaboration between NHMS and the CT Style Team. Some ideas: spotlight a suburban family's experience at NHMS by following students throughout their day, or create a video to show all school themes and the 14 reasons why.

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**. 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

11/15/19

Date

Date

Michael Sc...

Contractor Printed Name & Title

Revised: 10/2/18



Sched Dates 1/6/20 - 3/8/20 AE Lajeune Hollis
 Advertiser New Haven Magnet Office Asst Tracey Simpson
 Order Number 11499 Phone 203-784-8969
 Fax (203) 648-2916
 Email Lajeune.Hollis@WTNH.com
 Company WTNH-TV/WCTX-TV
 Address1 8 Elm Street
 City New Haven

Demos Adults 25-54, Adults 50+
 Date 10/23/2019

All-Wks Avrg

Notes	Rate \$\$	Unit Dur	Unit/ Wk	Unit Tot	Wk 1 - Wk 10										Wk 1 1/6	Wk 3 1/20	Wk 5 2/3	Wk 7 2/17	Wk 8 2/24	Wk 9 3/2			
					Adults 25-54					Adults 50+													
					Prog Name	Rtg	Shr	Freq	Rch (000)	Tot \$\$	Prog Name	Rtg	Shr	Freq							Rch (000)	Tot \$\$	
Total	\$14500			247				7.7	320	\$14500				8.6	364	\$14500	55	55	44	45	45	43	
Merford & New Haven Blow'N DMA Remtrak Lve Only	\$14500			247				7.7	320	\$14500				8.6	364	\$14500	55	55	44	45	45	43	
WTNH-TV	\$12410			189	ABC			7.3	285	\$12410	ABC			8.1	328	\$12410	32	32	28	27	27	28	
M-F 4a-5a	\$10	30	0	1	Good	0.9	9.9	1.0	5	\$10	Good Morning Connecticut @	0.9	10.0	1.0	5	\$10	1						
M-F 6a-8a	\$83	30	3	18	Good	2.4	15.7	3.1	78	\$1500	Good Morning Connecticut @	2.3	15.0	3.1	78	\$1500	3	3	3	3	3	3	
M-F 6a-7a	\$83	30	3	18	Good	2.4	15.9	3.1	78	\$1500	Good Morning Connecticut @	2.4	15.1	3.1	77	\$1500	3	3	3	3	3	3	
M-Su 3a-3a [WVTHM]	\$300	0	1	5	Banner Ads	1.7	12.1	1.1	42	\$1500	Banner Ads	1.8	11.8	1.1	44	\$1500	1	1	1	1	1	1	
M-Su 3a-3a [WVTHM]	\$500	15	1	3	Pre-Roll	1.7	12.1	1.1	27	\$1500	Pre-Roll	1.8	11.8	1.1	28	\$1500		1		1	1	1	
M-F 7a-8a	\$83	30	2	12	Good	2.9	13.7	2.0	94	\$1000	Good Morning America	3.1	13.9	2.0	101	\$1000	2	2	2	2	2	2	
M-F 8a-4p	\$0	30	7	40	News 8	1.3	7.5	3.2	89	\$0	Daytime Rotator	1.7	8.6	3.2	119	\$0	10	10	5	5	5	5	
M-F 12n-12:30p	\$83	30	3	18	News 8 @	1.9	10.9	3.7	51	\$1500	News 8 @ Noon	2.8	13.2	3.7	74	\$1500	3	3	3	3	3	3	
M-F 8p-8p	\$83	30	3	18	News 8 @	3.2	10.8	3.1	104	\$1500	News 8 @ 8p-8p	4.3	12.3	3.1	136	\$1500	3	3	3	3	3	3	
M-F 8p-8:30p	\$83	30	3	18	News 8 @	3.8	11.1	3.7	101	\$1500	News 8 @ 8p	5.1	13.0	3.7	135	\$1500	3	3	3	3	3	3	
Sa-Su 6a-8a	\$33	30	2	12	Good	1.6	10.9	2.3	48	\$400	Good Morning CT/GMA	1.8	11.1	2.3	53	\$400	2	2	2	2	2	2	
Su 6p-8:30p	\$83	30	1	6	Su News 8	3.5	8.4	2.4	48	\$500	Su News 8 @ 6p	5.7	12.5	2.4	79	\$500	1	1	1	1	1	1	
WCTX-TV	\$2090			118				8.0	53	\$2090	Independent				5.7	58	\$2090	23	23	18	18	18	18
M-F 7a-8a	\$17	30	5	30	Good	0.1	0.4	4.8	3	\$500	Good Morning Connecticut @	0.1	0.4	4.8	3	\$500	5	5	5	5	5	5	
M-F 9a-12m	\$0	30	7	40	My TV 9	0.5	1.9	2.6	42	\$0	Broad Rotator	0.7	2.2	2.8	55	\$0	10	10	5	5	5	5	
M-F 10p-11p	\$50	30	8	30	News 8 at	1.1	2.8	4.8	39	\$1500	News 8 at 10pm	1.3	3.3	4.8	47	\$1500	5	5	5	5	5	5	
M-F 12m-5a	\$5	30	3	18	Overnight	0.1	1.1	2.1	5	\$90	Overnight Rotator	0.1	1.2	2.1	7	\$90	3	3	3	3	3	3	

This report has been prepared using NulStat® research
 NulStat® and report designs Copyright ©2019 Strata Marketing, Inc. 312-222-1555

Remtrak Corporation Audience Estimates Copyright ©2019 Remtrak Corporation. Remtrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Remtrak release. Audience estimates for total households and age/gender only are available based on market data prior to September 2016.
 Note: Remtrak demographics do not reflect viewing by individuals within a given segment. Rather, they reflect viewing by households with a member in the segment. For example, a demographic rating of 5.0 for A18-49 indicates that five percent of households with at least one adult aged 18 to 49 viewed the programming.



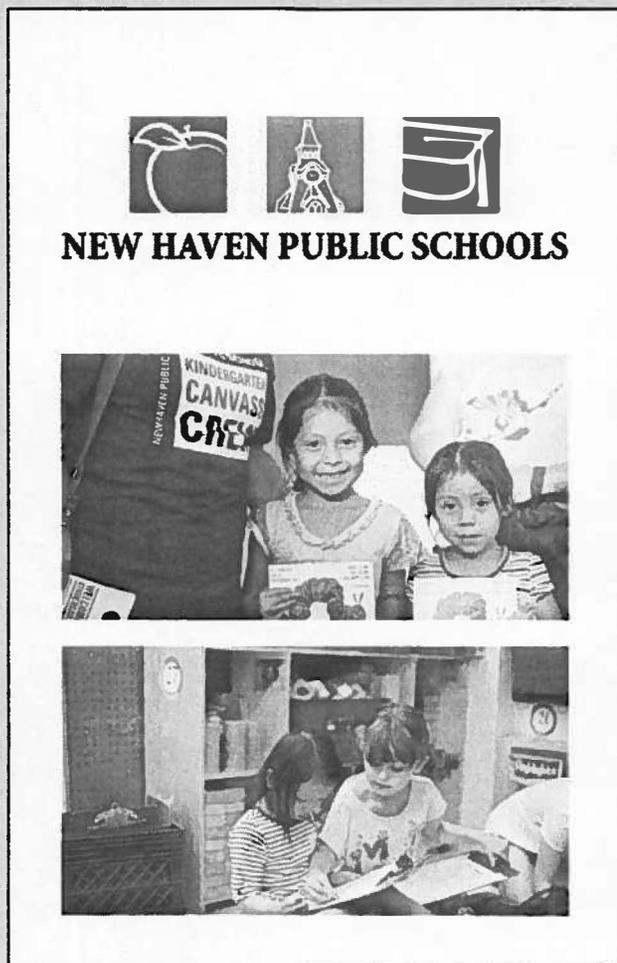
NEW HAVEN PUBLIC SCHOOLS

NEWS8
wtnh.com

2019-2020
Marketing Plan

Overview of New Haven Magnet School

- Located in New Haven, CT
- From Pre-K (age 3) to High School (age 18)
- 14 New Haven Magnet Schools offering unique programs such as:
 - STEM
 - Law
 - Classical Arts and Sciences



Goals and Objectives

Increase enrollment

Increase awareness of the NHMS to two specific targets:

- City of New Haven families
- Suburban families

Strategies

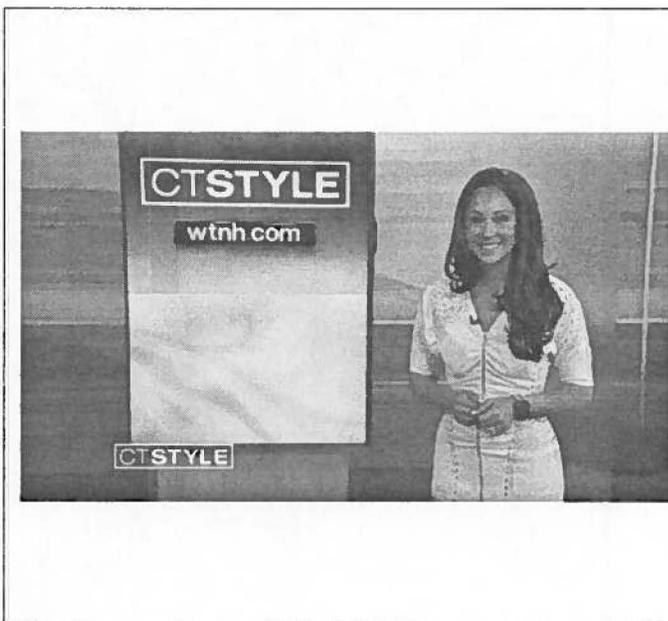
1. **Create engaging video content to showcase NHMS's diverse student population and various school themes. Focus the videos to:**
 - Explain why all New Haven Magnet Schools are a great choice for New Haven families
 - Educate suburban families about the positive benefits of NHMS including safety and diversity
2. **Distribute content in the following ways:**
 - Reach the News 8 news audience across all platforms
 - Target specific zip codes with social and display campaigns

Content Creation

- The CT Style team will visit NHMS locations to shoot video to create the following:
 - (1) Feature package geared towards New Haven *or* Suburban parents and grandparents
 - (1) 30 second video geared towards New Haven *or* Suburban parents and grandparents
 - (1) 15 second social video
 - (1) 15 second call to action video to run online during 6-week enrollment period
 - (1) CT Style in-studio appearance (in January) to promote February 1st Expo
- Our shoot will be planned in collaboration between NHMS and the CT Style Team. Some Ideas:
 - Spotlight a suburban family's experience at NHMS by following students throughout their day
 - Or create a video to show all school themes and the 14 reasons why

Content Distribution

- Features to air:
 - 2x in January and February 2020 in:
 - CT Style at 1230pm
 - CT Style Express in the 9am Newscast
 - CT Style Express in the Good Morning CT Weekend 6a-8a Newscasts
 - Posted to WTNH.com
 - Shared to the CT Style YouTube & Facebook pages
- All video made available to you for your own organic use on your:
 - Website
 - Email Marketing
 - Social Media
- :30 Vignettes to Air:
 - WTNH & WCTX TV
- :15 Vignettes to Air:
 - WTNH.com pre-roll
 - Facebook



Why News 8?

- News 8 is the Shoreline's #1 source for News, Weather, Entertainment and Information
- Trusted station for Shoreline residents & beyond
- ABC affiliate in the State of Connecticut
- Great engagement with viewers for Local lifestyle content - CT Style
- News 8 just celebrated its 70th anniversary!



Partnership Overview

3-month News 8/MyTV9/Nexstar Digital Marketing Campaign
(January 2020 to March 2020)

- Media/Awareness plan includes:
 - (1) on location shoot
 - (1) CT Style feature
 - (1) In-Studio appearance
 - (1) custom :30 second vignette
 - (2) custom :15 second vignettes
 - WTNH: x 30 second vignettes
 - WCTX: x 30 second vignettes
 - Audience Targeted Display Banner Impressions
 - 625,000 Total Impressions
 - Site Retargeting Display banner impressions
 - 187,500 Total Impressions
 - WTNH.com banner Impressions - 750,000 Total Impressions
 - Pre-Roll Video Impressions - 60,000 Total Video Impressions
 - Facebook video views
 - Estimated: 9,000 Total Video Views
 - Monthly Investment: Varies
 - 3 Month Investment: \$22,500 Net

Approved _____ Date _____



Timeline

	Jan '20	Feb '20	Mar '20	Total
TV	\$6,000	\$4,500	\$1,000	\$11,500
Pre Roll	\$500	\$1,000	\$0	\$1,500
Audience Targeting & Site Retargeting Display	\$2,000	\$4,000	\$500	\$6,500
WTNH.com Display	\$600	\$900	\$0	\$1,500
Facebook Video		\$1,500		\$1,500
Totals	\$9,100	\$11,900	\$1,500	\$22,500

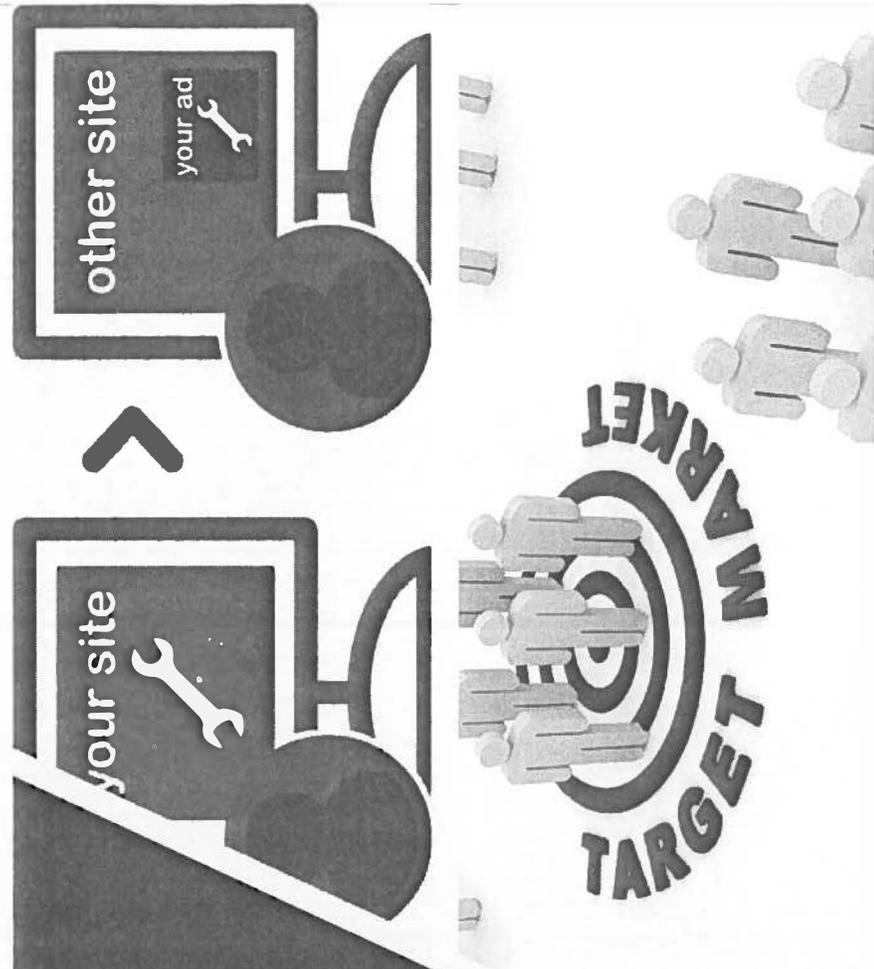
\$22,500 NET



Display Advertising

- Audience Targeting:
 - Purpose: Ad targeting determined by data collected regarding user's online behavior.
 - Serve online ads to people who you want to reach!- Adults/Grandparents with children 3-18, etc.
 - Limited Waste!
- Site Retargeting:
 - Purpose: Identifies users who have recently visited a client's website and serves them a compelling ad as they navigate elsewhere across the web.
 - Re-engage people who have shown interest in enrolling but who have not converted!

Both Tactics allow us to place pixels on your website to track online conversions(enrollment submissions)





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: Marquelle Middleton
Date: November 14, 2019
Re: Coppola Photography Agreement

Executive Summary/ Statement: Coppola Photography will provide commercial videography and photographs. Photos will be used in our 2020 Choice & Enrollment catalog covering all our schools throughout the district. Commercial will highlight the importance of what NHMS have to offer throughout our district.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$33,530 (Project 1: \$13,610 + Project 2: 19,920)

Project 1: Commercial Photography
Creative Photography - \$10,800
Lighting Assistant - \$2,400
Planning - \$210.00
Image File (Online & USB drive) - \$200

Project 2: Commercial Videography
Scouting/Planning w/Schools - \$500
Creative Fee/Director - \$3,200
Director of Photography - \$5,200
Lighting Assistant/Grip - \$1,300
Fall Drone Footage - \$1,200
Audio Recording - \$1,440
Gear Rental - \$1,680
Post Production - 3,950
Music Licensing - \$500
Incidentals - \$50
File Delivery - \$900

Funding Source & Account #: Magnet 17-22 Central Office, 2517-6251-56694-0000

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?
2. How was the contractor selected? Quotes? RFP? Sole Source designation?
3. What specific skill set does this contractor bring to the project?

4. **Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**

This is a continuous contractor. End of service contractor will provided an accountability of creative photos and identify all schools themes and accomplishments throughout our district. Provider will effectively provide a clear, précised commercial, and photos. C&E survey will be conducted after the lottery process in completed.

5. **Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**

Contractor will be evaluated by an in office survey. Contractor will communicate with office administrator of any changes or updates while photos and commercial is in progress.

Recruitment Coordinator will review photos and commercial step-by-step in its entire creation while under construction.

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

No, provider is not compatible to C&E duties.

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

Because it is economically, budget affordable. The provider will create a visual Marketing Campaign for NHPS Magnet program to capture our educational message for our district.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Coppola Photography

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 13th day of November 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Coppola Photography located at, 294 Route 81, Killingworth, CT 06419 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$13,610** for Project 1: Commercial Photography and **\$19,920** for Project 2: Commercial Videography.

The maximum amount the contractor shall be paid under this agreement: Thirty-three thousand five hundred thirty dollars (**\$33,530**). 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 17-22 Central Office Program** of the New Haven Board of Education, **Account Number:** 2517-6251-56694 **Location Code:** 0000.

This agreement shall remain in effect from December 9, 2019 to April 30, 2020.

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).*

Coppola Photography will provide commercial videography and photographs. Photos will be used in our 2020 Choice & Enrollment catalog covering all our schools throughout the district. Commercial will highlight the importance of what NHMS have to offer throughout our district. Video will be aired on WTNH, NBC and uses in our community outreach help families identify their child’s educational needs. The following services will entail of Photos: photographing 12 schools, images that highlight themes, coordinate and create scenarios and identify branded clothing and uniforms from all schools. Video: planning, writing, directing, producing, filming & editing video, uploading video to be aired on WTNH and NBC.

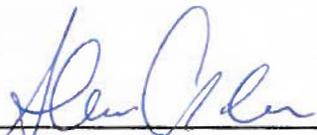
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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*. 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's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

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



Contractor Signature

President
New Haven Board of Education

11-14-19

Date

Date

ADAM COPPOLA OWNER COPPOLA PHOTOGRAPHY

Contractor Printed Name & Title

Revised: 10/2/18

COPPOLA

P H O T O G R A P H Y

Adam L. Coppola
COPPOLA PHOTOGRAPHY
www.coppolaphotography.com
Email: adam@coppolaphotography.com
294 Route 81
Killingworth, CT 06419
Cell: (203) 415-9851

Attn: Marquelle L. Middleton, MA
Director of School Choice & Enrollment
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

Date: Oct 11, 2019

I. Invoice ID: 1339

II. Client: NHPS Choice & Enrollment Office

III. Assignment Description: Commercial Photography of New Haven CT Public Schools of Choice.

IV. Creative Brief:

1. Partial update of images for New Haven Schools of Choice (12 Schools)
 - i. Schools to be Photographed: ___TBD___
 - ii. Images that highlight themes
 - iii. Coordinate and create scenario with each school's magnet resource teacher for planned photography shoot with lighting
 - iv. Uniforms, Branded clothing, and diversity for suburban schools are important
 - v. Reportage coverage is secondary to planned photography shoot

V. Deliverables:

1. Drop Box: Delivery per school within 2 weeks of photography
2. USB Drive including entire 2019 photography & videography campaign delivered upon completion of project.

VI. Time Line:

1. TBD - Laine will update us on due date for images. Push for brochures to be ready for holiday break.
2. Photography to be scheduled during the month of November for December delivery.

VII. Fees & Expenses (See Below)

If the data are not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided elsewhere in this document, Photographer has no obligation to retain or archive any of the Images after they have been delivered to Client. Client is responsible for sending an authorized representative to the assignment or for having an authorized representative review the images remotely during the assignment. If no review is made during the assignment, Client is obligated to accept Photographer's judgment as to the acceptability of the Images.

[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. **Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of three (3) years from the date here of and to usage In-Store Point of Sale/Online/Social Media in the United States.**

No rights are transferred to Client unless and until Photographer has received payment in full.

Digital files may contain copyright and other information embedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes violation of the Copyright Act.

All fees and expenses payable under this agreement are required irrespective of whether Client makes actual use of the Images.

[3] Loss or Damage:

Reimbursement for loss or damage of each digital file shall be in the amount of Two Hundred Dollars (\$200). Photographer and Client agree that said amount represents the fair and reasonable cost of the time and materials required to replace each item. Client understands that its acceptance of the stipulated value of the Images is a material consideration in Photographer's acceptance of the terms and prices in this agreement.

[4] Indemnification: Client will indemnify and defend Photographer against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Images or arising out of use of or relating to any materials furnished by Client. Unless delivered to Client by Photographer, no model or property release exists, and it is Client's responsibility to obtain the necessary permissions for usages that require any model or property releases not delivered by Photographer. It is Client's sole responsibility to determine whether any model or property releases delivered by Photographer are suitable for Client's purposes. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

[5] Transfer and Assignment: Client may not assign or transfer this agreement or any rights granted under it. This agreement binds Client and inures to the benefit of Photographer, as well as their respective principals, employees, agents, and affiliates, heirs, legal representatives, successors, and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, Client's oral authorizations for additional Images, fees and expenses that could not be confirmed in writing because of insufficient time or other practical considerations. This agreement incorporates by reference the Copyright Act of 1976, as amended. It also incorporates by reference those provisions of Article 2 of the Uniform Commercial Code that do not conflict with any specific provisions of this agreement; to the extent that any provision of this agreement may be in direct, indirect, or partial conflict with any provision of the Uniform Commercial Code, the terms of this agreement shall prevail. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state. Photographer is an independent contractor and not an employee. If photographer is deemed under any law to be an employee of Client, and if the Images are therefore considered works made for hire under the U.S. Copyright Act, Client hereby transfers the copyright to all such Images to Photographer. Client agrees to execute any documents reasonably requested by Photographer to accomplish, expedite or implement such transfer.

[6] Disputes: Except as provided in [7] below, any dispute regarding this agreement shall, at Photographer's sole discretion, either:

[1] Be arbitrated in Killingworth, CT, under rules of the American Arbitration Association and the laws of CT; provided, however, that irrespective of any specific provision in the rules of the American Arbitration Association, the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute involving \$5,000 or less may be submitted without arbitration to any court having jurisdiction thereof.

OR

[2] Be adjudicated in Killingworth, CT under the laws of the United States and/or of CT.

[3] In the event of a dispute, Client shall pay all court costs, Photographer's reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of Photographer.

[7] **Federal Jurisdiction:** Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Photographer under the Copyright Act of 1976, as amended, including subsidiary and related claims.

[8] **Re-shoots:** Client will be charged 100 percent fee and expenses for any re-shoot required by Client. For any re-shoot required because of any reason outside the control of Client, specifically including but not limited to acts of God, nature, war, terrorism, civil disturbance or the fault of a third party, Photographer will charge no additional fee, and Client will pay all expenses.

If Photographer charges for special contingency insurance and is paid in full for the shoot, Client will not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.

[9] **Assignment Cancellations and Postponements:** *Cancellations:* Client is responsible for payment of all expenses incurred up to the time of cancellation of the assignment, plus 50 percent of Photographer's fee; however, if notice of cancellation is given less than two (2) business days before the shoot date, Client will be charged 100 percent fee. *Postponements:* Unless otherwise agreed in writing, Client will be charged a 100 percent fee if postponement of the assignment occurs after photographer has departed for location, and 50 percent fee if postponement occurs before departure to location. Fees for cancellations and postponements will apply irrespective of the reasons for them, specifically including but not limited to weather conditions, acts of God, nature, war, terrorism, civil disturbance, and the fault of a third party.

[10] **Payment Schedule:** Payment of 50% is due at the time of signing the agreement. The remaining balance is due in full upon delivery of images or within 30 days of production day/days, whichever comes first. Returned checks will be assessed a \$100 non-sufficient funds fee. In the event that payment is not made within 30 days of image delivery, Client will be responsible to pay a late fee of 3%.

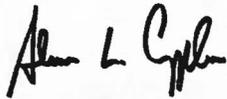
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P H O T O G R A P H Y

Thank you very much for considering the Coppola Photography Team. We take pride in our creative services offered and plan to make your satisfaction our priority. We look forward to the opportunity of collaborating on this exciting project. Please do not hesitate to reach out to us regarding any questions with this estimate.

Sincerely,

Adam Coppola
Owner and Lead Photographer

Signatures:



10/11/19

Adam Coppola
Owner and Lead Photographer

Date

Client

Date

COPPOLA

PHOTOGRAPHY

Adam L. Coppola
COPPOLA PHOTOGRAPHY
www.coppolaphotography.com
Email: adam@coppolaphotography.com
294 Route 81
Killingworth, CT 06419
Cell: (203) 415-9851

Attn: Marquelle L. Middleton, MA
Director of School Choice & Enrollment
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

Date: Oct 11, 2019

I. Invoice ID: 1340

II. Client: NHPS Choice & Enrollment Office

III. Assignment Description: Commercial Videography

1. Main Commercial Spot

- i. Planning, Writing, Directing, Producing, Filming & Editing :30 commercial spot for main commercial for New Haven Public Schools
- ii. 3 separate Call to Action versions:
 1. Dates of both expos
 2. Date of second expo only
 3. "Visit www.choice.nhps.net"
- iii. WTNH & NBC Uploads

2. 10 Tips Video

- i. Planning, Co-Writing, Directing, Producing, Filming & Editing approximately 2:00 - 4:00 video
- ii. Website & Social Media Use

3. :15 Second School Introduction Shorts

- i. Planning, Co-Writing, Directing, Producing, Filming & Editing :15 second School Introduction shorts

IV. Creative Brief

1. Main Commercial Spot: In Reverse.
2. 10 Tips: Casting Marquelle, students, & faculty to talk about 10 tips for Choice & Enrollment. Current B-Roll footage.

3. :15 Second Shorts: Each video will have a student/faculty member telling about his/her school. Still images embedded & Call to Action.

V. Deliverables:

1. Main Commercial: Three versions of a :30 second Main Commercial with different Call to Actions to be uploaded to WTNH FTP site & NBC site by early January.
2. 10 Tips Video: to be delivered through Vimeo link by early January.
3. :15 Second Shorts: 5 individual school shorts to be delivered through Vimeo link by early January.

VI. *Tentative Time Line (contingent upon signed contract & commercial deadline)

1. Weeks of Oct 21-Oct 28: Creation of Commercial Idea/Script *Drone Footage if wanted*
2. Weeks of Nov 4 - Nov 11: Planning with Schools
3. Weeks of Nov 18 & Dec 2: Video of schools for main commercial and individual school commercials.
4. Weeks of Dec 9 & 16: First draft & Revisions.
5. Delivery of final draft of videos by early January.

VII. Fees & Expenses

**VIDEOGRAPHY
Fees & Expenses**

1	Scouting/Planning with Schools	\$500.00
2	Creative Fee/Director • \$1200/ day • \$800/ half day (up to 4 hours)	(2 full + 1 half day) = \$3,200.00
3	Director of Photography • \$2000/ day • \$1200/half day	(2 full + 1 half day) = \$5,200.00
4	Lighting Assistant/Grip • \$500/ day • \$300/half day	(2 full + 1 half day) = \$1,300.00
5	Fall Drone Footage	\$1,200.00
6	Audio Recording	\$1,440.00
7	Gear Rental	\$1,680.00
8	Post Production • \$1150/final edit Commercial & 10 Tips Video • \$300/edit :15 second shorts	[Commercial, 10 Tips, + 5 shorts] = \$3,950.00
9	Music Licensing • \$200/broadcasting song • \$50/social media, etc. song	[1 broadcasting + 6 Web] = \$500.00
10	Incidentals	\$50.00
11	Usage rights for New Haven Magnet Schools (see section VI Licensing Agreement for details) *3 rd Party rights do not apply	Included
12	File Delivery • Commercial Upload \$300 • \$50/Drop Box upload	[2 commercial uploads + 6 Drop Box] = \$900.00
13	Videography Subtotal	\$19,920.00

**Additional Hours billed at \$650/hour*

VIII. Licensing Agreement

1. *The Parties.* Coppola Photography shall be considered the "Licensor", and New Haven Public Schools shall be considered the "Licensee."
2. *Media Permissions:* The Licensor permits the Licensee the following non-exclusive rights to reproduce all video created from this photography assignment. Video usage is unlimited with respect to media, distribution *, placement, size, versions, quantity, duration, region and language.
*Third Party usage rights do not apply.

I. Terms and Conditions:

[1] Definition: "Image(s)" means all visual representations furnished to Client by Photographer, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media. Unless otherwise specified in the front of this document, Photographer may deliver, and Client agrees to accept, Images encoded in an industry-standard data format that Photographer may select, at a resolution that Photographer determines will be suitable to the subject matter of each Image and the reproduction technology and uses for which the Image is licensed. It is Client's responsibility to verify that the digital data (including color profile, if provided) are suitable for image reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction.

If the data are not deemed suitable, Photographer's sole obligation will be to replace or repair the data, but in no event will Photographer be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided elsewhere in this document, Photographer has no obligation to retain or archive any of the Images after they have been delivered to Client. Client is responsible for sending an authorized representative to the assignment or for having an authorized representative review the images remotely during the assignment. If no review is made during the assignment, Client is obligated to accept Photographer's judgment as to the acceptability of the Images.

[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of Photographer. **Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to a term of three (3) years from the date here of and to usage In-Store Point of Sale/Online/Social Media in the United States.**

No rights are transferred to Client unless and until Photographer has received payment in full.

Digital files may contain copyright and other information embedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes violation of the Copyright Act.

All fees and expenses payable under this agreement are required irrespective of whether Client makes actual use of the Images.

[3] Loss or Damage:

Reimbursement for loss or damage of each digital file shall be in the amount of Two Hundred Dollars (\$200). Photographer and Client agree that said amount represents the fair and reasonable cost of the time and materials required to replace each item. Client understands that its acceptance of the stipulated value of the Images is a material consideration in Photographer's acceptance of the terms and prices in this agreement.

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sole responsibility to determine whether any model or property releases delivered by Photographer are suitable for Client's purposes. Photographer's liability for all claims shall not exceed in any event the total amount paid under this invoice.

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OR

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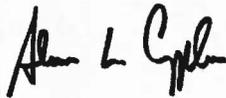
P H O T O G R A P H Y

Thank you very much for considering the Coppola Photography Team. We take pride in our creative services offered and plan to make your satisfaction our priority. We look forward to the opportunity of collaborating on this exciting project. Please do not hesitate to reach out to us regarding any questions with this estimate.

Sincerely,

Adam Coppola
Owner and Lead Photographer

Signatures:



Adam Coppola
Owner and Lead Photographer

10/11/19

Date

Client

Date



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marquelle Middleton
Date: November 13, 2019
Re: Connoisseur Media Agreement

Executive Summary/ Statement: As an advertising client for the 2020 City Wide Expo Connoisseur Media will provide NHMS with at least 1-2 interviews. Exact attendees to be determined. NHMS will also receive live mic during their appearance, promotional announcements, website and social media exposure to promote the event as well as Radio airtime.

Amount of Agreement and the Daily, Hourly or per Session Cost: Agreement total: \$26,450
Radio Station 1: WEBE108 154 ads, \$9,300
Radio Station 2: Starr99.9 154 ads, \$10,050
Radio Station 3: WYBC 94.3 157 ads, \$7,100

Funding Source & Account #: Magnet 17-22 Central Office, 2517-6251-56694-0000

Key Questions:

- 1. How does this project align to the District Continuous Improvement Plan?**
To create a more diverse educational environment. Reaching students throughout the district including the suburban areas.
- 2. How was the contractor selected? Quotes? RFP? Sole Source designation?**
Contractor was selected because Quote was within budget requirements; other vendors could not meet budget requirements and targeted audience.
- 3. What specific skill set does this contractor bring to the project?**
Advertising the Choice & Enrollments Lottery and process. Ensuring that all students throughout the district is well informed of the educational opportunities in New Haven and suburban families will be able to receive all information of enrollment process.
- 4. Is this a new or continuation service? If this is a continuation service, please attach an evaluation of the contractor from the previous year.**
This is a continuous contractor. End of service contractor will provided an accountability of radio frequency throughout the district. Accounting of exactly how many homes it will reach throughout the district.
- 5. Evidence of Effectiveness: How will the contractor's performance be evaluated? How frequently will you meet with the contractor to monitor their progress?**
Contractor will be evaluated by an in office survey. Contractor will communicate with office administrator of any changes or updates recorded on radio. Recruitment Coordinator will view advertisements weekly.

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

No, provider is not compatible to C&E duties.

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

Because it is economically budget affordable and will advertise the C&E message. Message will also reach families without internet and television access.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Connoisseur Media, LLC

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 12th day of November 2019, effective (*no sooner than the day after Board of Education Approval*), the 9th day of December 2019, by and between the New Haven Board of Education (herein referred to as the “Board” and, Connoisseur Media, LLC located at, 440 Wheeler Farms Road, Suite 302, Milford, CT 06461-9133 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$9,300** WEBE 108 for 154 Ads; **\$10,050** Star 9.99 for 154 Ads and **\$7,100** WYBC 94.3 for 157 Ads.

The maximum amount the contractor shall be paid under this agreement: Twenty-six thousand four hundred fifty dollars (**\$26,450**). 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 17-22 Central Office Program** of the New Haven Board of Education, **Account Number:** 2517-6251-56694 **Location Code:** 0000.

This agreement shall remain in effect from December 9, 2019 to April 30, 2020.

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).*

As an advertising client for the 2020 City Wide Expo, NHMS will receive at least 1-2 interviews; exact attendees to be determined. NHMS will also receive live mic breaks during their appearance, promotional announcements, website and social media exposure to promote the event. Radio airtime is as follows: WEBE 108, Starr 99.9 and WYBC 94.3.

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*. 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.

Maria Lesbley
Contractor Signature

President
New Haven Board of Education

11/14/19
Date

Date

Maria Lesbley, Account Manager
Contractor Printed Name & Title

Revised: 10/2/18

94.3 WYBC FM 30 SEC ADS



SCHEDULE TO RUN THE WEEK OF 1/20/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY	TTI
6a-10a Juan Castillo Morning Show	:30 Recorded		1	1	1				3	
3p-7p WYBC Workforce with Banasha	:30 Recorded		1	1	1				3	
10a-6p R&B Weekends	:30 Recorded						3		3	
6a-6p Sweet Sounds of Praise	:30 Recorded							3	3	
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5	

TOTAL WEEKLY 94.3 WYBC COMMERCIAL 17
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$780

SCHEDULE TO RUN THE WEEK OF 1/27/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY	TTI
6a-10a Juan Castillo Morning Show	:30 Recorded		1	1	1				3	
3p-7p WYBC Workforce with Banasha	:30 Recorded		1	1	1				3	
10a-6p R&B Weekends	:30 Recorded						3		3	
6a-6p Sweet Sounds of Praise	:30 Recorded							3	3	
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5	

TOTAL WEEKLY 94.3 WYBC COMMERCIAL 17
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$780

SCHEDULE TO RUN THE WEEK OF 3/2/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY	TTI
6a-10a Juan Castillo Morning Show	:30 Recorded		1	1	1				3	
3p-7p WYBC Workforce with Banasha	:30 Recorded		1	1	1				3	
10a-6p R&B Weekends	:30 Recorded						3		3	
6a-6p Sweet Sounds of Praise	:30 Recorded							3	3	
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5	

TOTAL WEEKLY 94.3 WYBC COMMERCIAL 17
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$780

SCHEDULE TO RUN THE WEEK OF 3/9/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY	TTI
6a-10a Juan Castillo Morning Show	:30 Recorded		1	1	1				3	
3p-7p WYBC Workforce with Banasha	:30 Recorded		1	1	1				3	
10a-6p R&B Weekends	:30 Recorded						3		3	
6a-6p Sweet Sounds of Praise	:30 Recorded							3	3	
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5	

TOTAL WEEKLY 94.3 WYBC COMMERCIAL 17
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$780

SCHEDULE TO RUN THE WEEK OF 3/30/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY	TTI
6a-10a Juan Castillo Morning Show	:30 Recorded		1	1	1				3	
3p-7p WYBC Workforce with Banasha	:30 Recorded		1	1	1				3	
10a-6p R&B Weekends	:30 Recorded						3		3	
6a-6p Sweet Sounds of Praise	:30 Recorded							3	3	
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5	

TOTAL WEEKLY 94.3 WYBC COMMERCIAL 17
TOTAL WEEKLY 94.3 WYBC INVESTMENT \$780

TOTAL CAMPAIGN 94.3 WYBC COMMERCIALS	85
WYBC APPEARANCE FEE	\$500
WYBC CAMPAIGN 94.3 WYBC INVESTMENT	\$3,900
TOTAL CAMPAIGN 94.3 WYBC INVESTMENT	\$4,400



94.3 WYBC FM 15SEC ADS



SCHEDULE TO RUN THE WEEK OF 12/30/19

STRATEGY	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		2	2	2				6

TOTAL WEEKLY 94.3 WYBC COMMERCIALS 12
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 1/6/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		2	2	2				6

TOTAL WEEKLY 94.3 WYBC COMMERCIALS 12
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 2/10/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		2	2	2				6

TOTAL WEEKLY 94.3 WYBC COMMERCIALS 12
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 2/17/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		2	2	2				6

TOTAL WEEKLY 94.3 WYBC COMMERCIALS 12
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 3/16/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		2	2	2				6

TOTAL WEEKLY 94.3 WYBC COMMERCIALS 12
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 3/23/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		2	2	2				6

TOTAL WEEKLY 94.3 WYBC COMMERCIALS 12
 TOTAL WEEKLY 94.3 WYBC INVESTMENT \$450

TOTAL CAMPAIGN 94.3 WYBC COMMERCIALS
 TOTAL CAMPAIGN 94.3 WYBC INVESTMENT

72
 \$2,700



STAR 99.9 WEZN FM 30SEC ADS



SCHEDULE TO RUN THE WEEK OF 1/20/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Anna & Raven in the Mornings	:30 Recorded		1	1	1				3
10a-3p Middays with Christian	:30 Recorded		1	1	1				3
3p-7p PM Drive with Kevin Begley	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY STAR 99.9 COMMERCIALS 20
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$1,470

SCHEDULE TO RUN THE WEEK OF 1/27/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Anna & Raven in the Mornings	:30 Recorded		1	1	1				3
10a-3p Middays with Christian	:30 Recorded		1	1	1				3
3p-7p PM Drive with Kevin Begley	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY STAR 99.9 COMMERCIALS 20
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$1,470

SCHEDULE TO RUN THE WEEK OF 3/2/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Anna & Raven in the Mornings	:30 Recorded		1	1	1				3
10a-3p Middays with Christian	:30 Recorded		1	1	1				3
3p-7p PM Drive with Kevin Begley	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY STAR 99.9 COMMERCIALS 20
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$1,470

SCHEDULE TO RUN THE WEEK OF 3/9/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Anna & Raven in the Mornings	:30 Recorded		1	1	1				3
10a-3p Middays with Christian	:30 Recorded		1	1	1				3
3p-7p PM Drive with Kevin Begley	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY STAR 99.9 COMMERCIALS 20
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$1,470

SCHEDULE TO RUN THE WEEK OF 3/30/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Anna & Raven in the Mornings	:30 Recorded		1	1	1				3
10a-3p Middays with Christian	:30 Recorded		1	1	1				3
3p-7p PM Drive with Kevin Begley	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY STAR 99.9 COMMERCIALS 20
TOTAL WEEKLY STAR 99.9 INVESTMENT \$1,470

TOTAL CAMPAIGN STAR 99.9 COMMERCIALS 100
TOTAL CAMPAIGN STAR 99.9 INVESTMENT \$7,350



STAR 99.9 WEZN FM 15SEC ADS



SCHEDULE TO RUN THE 12/30/2019

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		1	1	1				3

TOTAL WEEKLY STAR 99.9 COMMERCIAL: 9
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 1/6/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		1	1	1				3

TOTAL WEEKLY STAR 99.9 COMMERCIAL: 9
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 2/10/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		1	1	1				3

TOTAL WEEKLY STAR 99.9 COMMERCIAL: 9
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 2/17/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		1	1	1				3

TOTAL WEEKLY STAR 99.9 COMMERCIAL: 9
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 3/16/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		1	1	1				3

TOTAL WEEKLY STAR 99.9 COMMERCIAL: 9
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 3/23/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	:15 Recorded		1	1	1				3

TOTAL WEEKLY STAR 99.9 COMMERCIAL: 9
 TOTAL WEEKLY STAR 99.9 INVESTMENT \$450

TOTAL CAMPAIGN STAR 99.9 COMMERCIALS 54
 TOTAL CAMPAIGN STAR 99.9 INVESTMENT \$2,700



WEBE 108 30SEC ADS



SCHEDULE TO RUN THE WEEK OF 1/20/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Mornings w/Storm N Norman	:30 Recorded		1	1	1				3
10a-2p MIDDAYS with Danny Lyons	:10 Live		1	1	1				3
2p-7p PM Drive with Jay Michaels	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY WEBE 108 COMMERCIALS 20
 TOTAL WEEKLY WEBE 108 INVESTMENT \$1,320

SCHEDULE TO RUN THE WEEK OF 1/27/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Mornings w/Storm N Norman	:30 Recorded		1	1	1				3
10a-2p MIDDAYS with Danny Lyons	:10 Live		1	1	1				3
2p-7p PM Drive with Jay Michaels	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY WEBE 108 COMMERCIALS 20
 TOTAL WEEKLY WEBE 108 INVESTMENT \$1,320

SCHEDULE TO RUN THE WEEK OF 3/2/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Mornings w/Storm N Norman	:30 Recorded		1	1	1				3
10a-2p MIDDAYS with Danny Lyons	:10 Live		1	1	1				3
2p-7p PM Drive with Jay Michaels	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY WEBE 108 COMMERCIALS 20
 TOTAL WEEKLY WEBE 108 INVESTMENT \$1,320

SCHEDULE TO RUN THE WEEK OF 3/9/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Mornings w/Storm N Norman	:30 Recorded		1	1	1				3
10a-2p MIDDAYS with Danny Lyons	:10 Live		1	1	1				3
2p-7p PM Drive with Jay Michaels	:30 Recorded		1	1	1				3
10a-6p On the Go Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY WEBE 108 COMMERCIALS 20
 TOTAL WEEKLY WEBE 108 INVESTMENT \$1,320

SCHEDULE TO RUN THE WEEK OF 3/30/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-10a Mornings w/Storm N Norman	:30 Recorded		1	1	1				3
10a-2p MIDDAYS with Danny Lyons	:10 Live		1	1	1				3
2p-7p PM Drive with Jay Michaels	:30 Recorded		1	1	1				3
10a-6p Weekends	:30 Recorded						3	3	6
6a-12m Bonus Rotators	:30 Recorded		1	1	1		1	1	5

TOTAL WEEKLY WEBE 108 COMMERCIALS 20

TOTAL WEEKLY WEBE 108 INVESTMENT \$1,320

TOTAL CAMPAIGN WEBE 108 COMMERCIALS	100
TOTAL CAMPAIGN WEBE 108 INVESTMENT	\$6,600



WEBE 108 15SEC ADS



SCHEDULE TO RUN THE WEEK OF 12/30

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	15 Recorded		1	1	1				3

TOTAL WEEKLY WEBE 108 COMMERCIALS 9
 TOTAL WEEKLY WEBE 108 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 1/6/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	15 Recorded		1	1	1				3

TOTAL WEEKLY WEBE 108 COMMERCIALS 9
 TOTAL WEEKLY WEBE 108 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 2/10/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	15 Recorded		1	1	1				3

TOTAL WEEKLY WEBE 108 COMMERCIALS 9
 TOTAL WEEKLY WEBE 108 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 2/17/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	15 Recorded		1	1	1				3

TOTAL WEEKLY WEBE 108 COMMERCIALS 9
 TOTAL WEEKLY WEBE 108 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 3/16/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	15 Recorded		1	1	1				3

TOTAL WEEKLY WEBE 108 COMMERCIALS 9
 TOTAL WEEKLY WEBE 108 INVESTMENT \$450

SCHEDULE TO RUN THE WEEK OF 3/23/20

Daypart	Length	Mon	Tue	Wed	Thur	Fri	Sat	Sun	WKLY TTL
6a-7p Primetime Rotator	:15 Recorded		2	2	2				6
6a-12m Bonus Rotators	15 Recorded		1	1	1				3

TOTAL WEEKLY WEBE 108 COMMERCIALS 9
 TOTAL WEEKLY WEBE 108 INVESTMENT \$450

TOTAL CAMPAIGN WEBE 108 COMMERCIALS 54
 TOTAL CAMPAIGN WEBE 108 INVESTMENT \$2,700



3-STATION CAMPAIGN TOTALS



WEBE 108 CAMPAIGN TOTALS

Creative	Flight Dates	Length	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	6-WK TTL
Enroll, Expo, Lottery	1/20, 1/27, 3/2, 3/9, 3/30	:30 Ads	20	20	20	20	20	0	100
Parental Tips	12/30, 1/6, 2/10, 2/17, 3/16, 3/23	:15 Ads	9	9	9	9	9	9	54



TOTAL :30 & :15 ADS ON WEBE 108 154
 TOTAL WEBE 108 INVESTMENT \$9,300

STAR 99.9 CAMPAIGN TOTALS

Creative	Flight Dates	Length	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	6-WK TTL
Enroll, Expo, Lottery	1/20, 1/27, 3/2, 3/9, 3/30	:30 Ads	20	20	20	20	20	0	100
Parental Tips	12/30, 1/6, 2/10, 2/17, 3/16, 3/23	:15 Ads	9	9	9	9	9	9	54



TOTAL :30 & :15 ADS ON STAR 99.9 154
 TOTAL STAR 99.9 INVESTMENT \$10,050

94.3 WYBC CAMPAIGN TOTALS

Creative	Flight Dates	Length	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	6-WK TTL
Enroll, Expo, Lottery	1/20, 1/27, 3/2, 3/9, 3/30	:30 Ads	17	17	17	17	17	0	85
Parental Tips	12/30, 1/6, 2/10, 2/17, 3/16, 3/23	:15 Ads	12	12	12	12	12	12	72



TOTAL :30 & :15 ADS ON 94.3 WYBC 157
 WYBC TALEN FEE \$500
 94.3 WYBC INVESTMENT \$6,600
 TOTAL 94.3 WYBC INVESTMENT \$7,100

TOTAL CAMPAIGN 3-STATION COMMERCIALS 465
 TOTAL CAMPAIGN 3-STATION INVESTMENT \$26,450



AGREED TO BY: _____

DATE: _____



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: NHPS Finance and Operations Committee
From: Typhanie Jackson, Director of Student Services
Re: Achievement First
Meeting Date: October 15, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and Achievement First to provide state mandated special education services to students with special needs attending Amistad Academy Charter School and Elm City Charter Schools.

Amount of Agreement and the Daily, Hourly or per Session Cost: The contractor will be paid at a flat rate of for a maximum of 182 days. Not to exceed a total amount of \$441,946 for the school year 2019-2020.

Funding Source: General Funds Special Help Contractual Services, Account # 190-494-00-56694.

Key Questions:

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

This contract is strategically aligned to the department goal to provide high quality services to student with special needs.

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

To provide state mandated special education services to students with special needs attending Amistad Academy Charter School and Elm City Charter School.

3. **Contractor selection:** quotes, RFP, or Sole Source? **Sole Source**
Mandated by State.

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**). N/A Mandated by State.



NEW HAVEN PUBLIC SCHOOLS

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?
A continuation service, increase by 3% total of \$12,872

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 evident of effectiveness will be evaluated by ongoing meetings, IEP review and staff/parent feedback throughout the school year 2019-2020.

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 contract is fiscally sound as the district maintains oversight of reimbursement which does not exceed that of what is provided for students within the New Haven Public Schools.

Scope of services is attached.

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

Achievement First

For Department/Program

Student Services/Special Education

This agreement entered into on the 15th, day of July, 2019 effective the 29th, day of August, 2019 by and between the New Haven Board of Education (herein referred to as the "Board") and **Achievement First**, located at **403 James Street, New Haven, CT 06513** (herein referred to as the "Contractor").

SCOPE OF SERVICE: Must be related to classroom studies and District Curriculum shall consist of (attach additional page if more space is needed):

- **Special education services for New Haven students attending Amistad Academy Charter School and Elm City Charter School to comply with their IEP's.**

COMPENSATION: The Board shall pay the contractor for satisfactory performance of services required at a in the amount of **\$441,946**. The maximum amount the contractor shall be paid under this agreement: **Four Hundred Forty One Thousand Nine Hundred Forty Six (\$441,946)**

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 **General Funds Special Help Contractual Services Program** of the New Haven Board of Education, **Account Number:190-494-56694**. **Location Code: _ _ _**

This agreement shall remain in effect from August 29th, 2019 to June 30th, 2020.

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*. 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.

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 Contract through the last day of thirty (30) day notice period.



(Contractor Signature)

President
New Haven Board of Education

10/16/2019

Date

Date

Christina Bragana

Contractor Name Printed or Typed



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: NHPS Finance and Operations Committee
From: Typhanie Jackson, Director of Student Services
Re: ACES – Building Bridges Program
Meeting Date: December 08, 2019

Executive Summary: Approval is requested for an Agreement by and between the New Haven Board of Education and ACES that services for students with significant behavior challenges, ACES is responsible for programming, implementation of IEPs.

Amount of Agreement and the Daily, Hourly or per Session Cost: The contractor will be paid a flat rate of \$290,290 for services provided to students in the 2019-2020 School Year.

Funding Source:

The funding source is the Alliance Grant Program, Account Number: 2547-6108-56694.

Key Questions:

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

The service strategically aligns to the district's goal of addressing the social emotional needs of students by providing programming that will work intensively to address those needs.

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

Addressing the social/emotional/behavioral needs of students as well as providing IEP services for students with special needs.

3. **Contractor selection:** quotes, RFP, or Sole Source? **Sole Source**
Quotes from varying contractors.

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the contractor's resume).

N/A



NEW HAVEN PUBLIC SCHOOLS

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 services

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 effectiveness of this program will be determined by evaluations reports, feedback and ongoing communication with ACES.

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 is fiscally sound as the cost of educating students at ACES Building Bridges Program is lower than that of educating students in an out of placement facility.

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

Area Cooperative Educational Services (ACES)

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 28th, day of August, 2019 effective the 29th, day of August, 2019 by and between the New Haven Board of Education (herein referred to as the “Board”) and, Area Cooperative Educational Services located at 26 Old Post Road, Northford, CT, 06472 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$290,290 per school year for up to a maximum of 182 days (s) at a rate of \$1,595 per day (\$440/day for each of two BT and \$715/per day for one BA). The maximum amount the contractor shall be paid under this agreement: Two Hundred Ninety Thousand Two Hundred Ninety Dollars.

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Alliance Grant Program of the New Haven Board of Education, **Account Number:** 2547-6108-56694. (pending receipt of funds) Location Code: 00

This agreement shall remain in effect from August 29th, 2019 to June 30th, 2020.

SCOPE OF SERVICE:

ACES will be providing behavior management programming and support for identified students, staff, and parents within the school district by the designated district administrator. ACES staff will be providing behavioral services to the district therapeutic classrooms “Building Bridges” as well as primary behavioral support across the district. Caseloads will be mutually agreed upon by the designated school administrator and the ACES Director of Behavior Services & Autism Program. Staff will consist of one (1) Behavior Analyst and two (2) Behavior Technicians. The staff will follow the 2019-2020 school calendar except for pre-designed ACES professional development days during which the staff will attend ACES professional development activities. The staff will attend all ACES departmental and supervision meetings and is granted all rights as described under ACES Personnel policies. Travel (if required by district) will be additionally compensated by the New Haven Board of Education at prevailing federal rate.

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

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.

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 Contract through the last day of thirty (30) day notice period.

Contractor Signature

President
New Haven Board of Education

Date

Date

Contractor Name Printed or Typed



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: Gemma Joseph Lumpkin
Date: **November 8, 2019**
Re: **Sergio Rodriguez Agreement**
Proposed Meeting Date: **November 8, 2019**

Executive Summary: The contractor will work with New Haven Public Schools Office of Youth, Family and Community Engagement as its point of contact for DCF, their families and other community-wide agencies serving foster and 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.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$280.00 per 7 hour day

Funding Source: (Enter name of funding source and account #, i.e. Operating Fund 190-502-00-56694; or Title I 2531-6200-56694): **Title I Account # 2531-5201-56694-0000 for \$39,432.12 and McKinney Vento Education for Homeless Children and Youth Account # 2503-5027-56694-0000 for \$5,156.50**

Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals: The service is aligned with NHPS goals as the contractor will coordinate services for NHPS children in foster care and homeless youth.
2. What **specific need** will this contractor address? This contractor will serve as a point of contact for all youth residing in out of home care through the state child welfare agency, ensuring the educational stability of children in foster care throughout the district.
3. **Contractor selection:** quotes, RFP, or Sole Source? This is a Sole Source Contractor
4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the contractor's resume). The contractor has extensive experience working with DCF, has knowledge of ESSA- Every Student Succeeds Act, worked for the Connecticut Department of Education, between other skills included in resume.
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 continuation 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 performance will be evaluated by monthly assessment of data provided by contractor and its 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**? The contractor will be working with the McKinney Vento students and their families throughout the district, amount of students exceeds 100.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Sergio Rodríguez

FOR DEPARTMENT/PROGRAM:
Youth, Family and Community Engagement

This Agreement entered into on the 9th day of December 2019, effective (no sooner than the day after Board of Education Approval), the 10th day of December 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Sergio Rodríguez (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$280.00 per 7-hour day, for a total of 147 days. As a contracted employee, the following payments will also be included in this contract: FICA/Medicaid (7.65%) for a total of \$2,784.60; Workers Compensation (.68%) for a total of \$247.52 under Title I funds; FICA/Medicaid (7.65%) for a total of \$364.14; Workers Compensation (.68%) for a total of \$32.36 under McKinney Vento Education for Homeless Children and Youth. The maximum amount the contractor shall be paid under this agreement: Forty Four Thousand Five Hundred Eighty Eight with Sixty-Two Cents (\$44,588.62). The total amount of this agreement shall not exceed Forty Five Thousand Dollars (\$45,000.00). 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 **Title I Program** of the New Haven Board of Education, **Account Number:** 2531-5201-56694 **Location Code:** 0000; total amount of **\$39,432.12**; **McKinney Vento Education for Homeless Children and Youth Program** of the New Haven Board of Education, **Account Number:** 2503-5027-56694 **Location Code:** 0000; total amount of **\$5,156.50**.

This agreement shall remain in effect from December 10, 2019 to June 30, 2020.

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).*

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 homeless and foster kids
- 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

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.



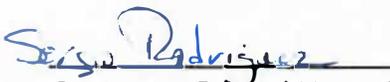
Contractor Signature

President
New Haven Board of Education

11/14/15

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: Cross Sector Consulting

AMENDMENT #: 1

GRANT # if applicable: NA

AGREEMENT #: 95326409

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: 21st Century/ Extended School Hours

DATE: 11/17/2019

FUNDING SOURCE FOR AGREEMENT:

21st Century Cohort XV
21st Century Cohort XVI
Extended School Hours

ACCT # FOR AGREEMENT:

21st Century Cohort XV, 2579-6243-56694-0000 (East Rock and Daniels, \$4,000.00)
21st Century Cohort XVI, 2579-6273-56694-0000 (Davis and Bishop Woods, \$5,000.00)
Extended School Hours Grant, 2579-5326-56694-0000 (\$10,000.00)

ORIGINAL AMOUNT OF AGREEMENT: \$ 19,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 19,000.00

ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$5,000.00

INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 24,000.00

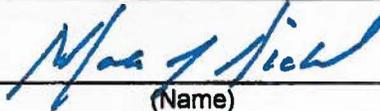
FUNDING SOURCE & ACCT # FOR AMENDMENT:

21st Century Cohort XIX (Wexler and Troup), 2579-6325-56694-0000 (\$5,000.00).
21st Century Cohort XV, 2579-6243-56694-0000 (East Rock and Daniels, \$4,000.00)
21st Century Cohort XVI, 2579-6273-56694-0000 (Davis and Bishop Woods, \$5,000.00)
Extended School Hours Grant, 2579-5326-56694-0000 (\$10,000.00)

DESCRIPTION AND NEED FOR AMENDMENT : The contractor will perform external evaluations of the operations of the 21st Century Community Learning Center sites of Wexler/Grant and Troup schools. The results of these evaluations will be documented in reports. The contractor currently monitors program data collected in support of the 21st Century Community Learning Center Grant (21C) at **4 schools**; East Rock, J. Daniels, Davis and Bishop Woods Schools. **Cross Sector will add 2 additional schools**, Wexler/Grant and Troup for a **total of 6 sites**. The results of these monitoring activities and any related findings or recommendations will be documented in the monthly reports of the 6 locations.

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

CONTRACTOR'S SIGNATURE: _____


(Name)

11/21/19
(Date)

Managing Partner
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

IT NO. 95326409

**AGREEMENT
By And Between
The New Haven Board of Education
AND
Cross Sector Consulting**

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement/Program

This Agreement entered into on the 12th day of November 2020, effective (no sooner than the day after Board of Education Approval), the 13th day of November, 2020, by and between the New Haven Board of Education (herein referred to as the "Board" and, Cross Sector Consulting located at, 2558 Whitney Ave. #201, Hamden CT, 06518 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$2,000.00 per evaluation report for East Rock and Daniels, \$2,500.00 per evaluation report for Bishop Woods and Davis, and \$1,000.00 per month, 10 months total, September through June, for the program data monitoring reports, for a total of **(\$19,000.00)**

The maximum amount the contractor shall be paid under this agreement: nine-teen thousand dollars (\$19,000.00). 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 21 Century and Extended School Hours Program of the New Haven Board of Education

21st Century Cohort XV (East Rock, Daniels): 2579-6243-56694-0000: \$4,000.00

21st Century Cohort XVI (Davis, Bishop Woods): 2579-6273-56694-0000: \$5,000.00

Program Data Monitoring Reports:

Extended School Hours Grant: 2579-5326-56694-0000: \$10,000.00

This agreement shall remain in effect from November 13, 2019 to June 30, 2020

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 will perform external evaluations of the operations of the 21st Century Community Learning Center grant (21C) at East Rock, Daniels, Davis, Bishop Woods, Wexler/Grant and Troup schools. The results of these evaluations will be documented in reports.

The contractor will monitor program data collected in support 21st Century Community Learning Center grant (21C) at East Rock, Daniels, Davis, Bishop Woods, Wexler/Grant and Troup schools. The results of these monitoring activities and any related findings or recommendations will be documented in a monthly report.

The contractor agrees that the following activities are integral to evaluation and monitoring, and shall:

- 1. Meet with the NHBOE staff (project director, grant manager, and others) to develop an overall work plan for the technical assistance and evaluation project.**
- 2. Develop site visit protocols in collaboration with NHBOE staff.**

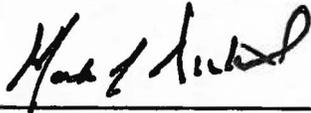
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

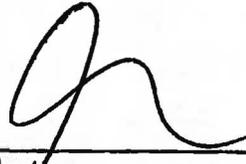
APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

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

9 OCT 2019

Date

11-12-19

Date

MARIE NICKEL, PARTNER

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.
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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: Kids Kraze

AMENDMENT #: 1

GRANT # if applicable: N/A

AGREEMENT #: 95326413

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME;
21st Century Grant
Extended School Hours Grant

DATE: 11/19/2019

FUNDING SOURCE FOR AGREEMENT:
21st Century Grant, Cohort XV, 2579-6273-56694-0046 (East Rock)
Extended School Hours Grant, 2579-5326-56694-0046 (East Rock)

ACCT # FOR AGREEMENT:
21st Century Grant, Cohort XV, 2579-6273-56694-0046 (\$18,120.96; East Rock)
Extended School Hours Grant 2579-5326-56694-0046 (\$11,828.96; East Rock)

ORIGINAL AMOUNT OF AGREEMENT: \$ 29,949.92

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 29,949.92

ACTUAL OR **ESTIMATE**

AMOUNT OF THIS AMENDMENT: \$0

INCREASE OR **DECREASE** **NO CHANGE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT \$ \$ 29,949.92

FUNDING SOURCE & ACCT # FOR AMENDMENT:
21st Century Grant/ Cohort XV, 2579-6243-56694-0046 (\$18,120.96; East Rock)
Extended School Hours Grant 2579-5326-56694-0046 (\$11,828.96; East Rock)

DESCRIPTION AND NEED FOR AMENDMENT: The Kids Kraze Amendment is required in order to provide funding for Agreement #95326413 by eliminating 21st Century Grant, 2579-6273-56694-0046 (\$18,120.96; East Rock) as the funding source and adding 21st Century Grant # 2579-6243-56694-0046 (\$18,120.96; East Rock) as the correct funding source

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

CONTRACTOR'S SIGNATURE:


(Name)

Director
(Title)

11/19/2019
(Date)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 95326413

AGREEMENT

By And Between

The New Haven Board of Education

AND

Kidz Kraze inc., New Haven CT

FOR DEPARTMENT/PROGRAM:

Youth, Family, and Community Engagement

This Agreement entered into on the 12th day of November, 2019, effective (no sooner than the day after Board of Education Approval), the 13th day of November, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Kids Kraze located at. 607 Elm St, New Haven CT 06511 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$251.68 per session, (sessions = 2 hrs. per day), for up to a maximum of 119 days of services at **East Rock (\$29,949.92)**. 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 50 students.

The maximum amount the contractor shall be paid under this agreement: twenty-nine-thousand nine-hundred forty –nine dollars and ninety-two cents (**\$29,949.92**) 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, 2579-6273-56694-0046; 72 sessions x \$251.68 (East Rock - \$18,120.96)

Extended School Hours; 2579-5326-56694-0046; 47 sessions x \$251.68 (East Rock - \$11,828.96)

This agreement shall remain in effect from November 13, 2019 to June 30, 2020.

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 East Rock School, located at 133 Nash Street, New Haven, for the students of East Rock School. 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 50 students. Staff, supplies, games, data collection, and consumables are included in the cost.

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*. 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

10-25-19
Date


President
New Haven Board of Education

11-12-19
Date

Reshica Newton - Director
Contractor Printed Name & Title

Revised: 10/2/18



The Kids Kraze Draft Proposal East Rock After School

SCOPE OF SERVICE

AFTERSCHOOL PROGRAMMING

The Kids Kraze mission is to engage our participants in a variety of activities that promote healthy learning in a safe environment, while having fun and creating memories and lasting friendships. It is our goal to provide on-site afterschool enrichment programming for up to 75 students in Grades K through 8, five days per week between 3:15 PM and 4:45 PM. The Kids Kraze will provide enrichment in culinary, karate, arts and crafts, games and sports. These enrichment courses will stimulate student engagement and interdisciplinary connections. The Kids Kraze will work in collaboration with other community partners and the school's faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day.

Afterschool Program Details

Students will be grouped by grade for enrichment components. Each group will have a group leader and assistants will be provided through the East Rock program.

Program hours: 3:15 – 4:45 p.m. Monday through Friday

- 75 participants – grades K through 8
- staff/child ratio – 2:25 (1 group leader and 1 East Rock assistant)
- Location of service – on-site

Afterschool Program Enrichment Components

Enrichment Classes: Students will participate in three enrichment classes per week. The summary below identifies the enrichment offerings; afterschool instructors will ultimately shape the course format and content based on school/grade level expectations and in preparation for exhibits or showcases at the end of each session.

Proposed Arts Enrichment / Physical Enrichment

Special Enrichment

- Karate

Common Enrichment

- Sports/Physical Activity
- Arts and Crafts
- Culinary

Enrichment Component Explanations:

- **Culinary:** Culinary is a great way to foster patience, confidence and teamwork into our students. They will have the opportunity to create child friendly meals and learn how to read recipes and use basic kitchen utensils. Students will create their own cookbook from all their recipes to keep and share with their families.
- **Karate:** Karate demonstrates discipline, structure and respect while tumbling teaches self-awareness and strength.
- **Sports/Physical Activity:** Students will have an opportunity for non-traditional team games and physical activity in the gym. This may include, rugby, capoeira, soccer, lacrosse, field hockey, hip-hop dance, and African Dance. Physical activity will be supervised by Kids Kraze staff, approved volunteers, and community partners.
- **Arts and Crafts:** Students will complete a variety of arts and craft projects that they can bring home or keep on display at the school.

Student Exhibitions and Artwork: The afterschool program is purposeful in its design and reflects an outcomes-oriented approach. Enrichment courses will foster student pride and ownership. Student artwork generated during the afterschool program will be displayed throughout the school, accomplishing two goals: (1) celebrating student work; and (2) enhancing the learning environment. As noted, students will also participate in periodic performances, exhibitions, and recitals. Students will demonstrate their newfound skills to their families, peers, and teachers. These events will foster community involvement and build student confidence

Afterschool Program Models

Days of Operation	Nov 4, 2019 – June 4, 2020
# of Days of Operation	120
Staff Training Days (*indicate 2-hour training; **indicate 3-hour training; all others are 1-hour meetings)	TBD

AFTERSCHOOL ENRICHMENT SCHEDULE

Session #1 – Nov 4, 2019 – June 5, 2020

Grade/group	Monday	Tuesday	Wednesday	Thursday	Friday
A – (K – 2)	Arts	Karate	Culinary	Sports	Games
B – (3 rd – 5 th)	Games	Culinary	Sports	Arts	Karate

Afterschool Budget:

Item/description and Quantity	Cost	Vendor
Arts and Craft Supplies	\$1500	Multiple Sources
Karate Equipment	\$500	Kungfu4less.com
Student Karate Gi	\$	Kungfu4less.com
Food items	\$1550	Multiple sources
First Aid	\$100	Walmart.com
Sports Supplies	\$500	Multiple sources
TOTAL	\$4150	

Other Considerations

- Office/community space
 - Shared classroom space
 - Storage Space
-
-

Afterschool Program Anticipated Cost Models

Assumptions	
After school student participation (Grades 1-8)	75
Number of Site Supervisors (SS)	1
Number of Enrichment Instructors (EI)	3
Days of programming	140
Hourly rate for Site Supervisors	\$20
Hourly rate for Enrichment Instructors	\$15
Enrichment Instructors (EI) hours per week	7.5
Expenditures:	Costs:
Fixed Costs:	
The Kids Kraze Program Coordinator	\$7500
Variable Costs:	
Site Supervisor (1 SS x 3hr/day x 120 days x \$20/hr)	\$7200
Enrichment Instructors (3 EI x 1.5 hr/day x 120 days x \$15/hr) =	\$8100
(A) Afterschool supplies	\$4150
Operational Expenses (business office)	\$3000
Total Cost	\$29,950
Program In-Kind contribution – We will offer one week of programming at no cost to the district	
District In-Kind Program Contributions:	
<ul style="list-style-type: none"> • Facilities • Daily snacks for students • Security staff 	<ul style="list-style-type: none"> • Custodial staff • Access to Administrative Equipment (copy machine, fax machine) • School access, key, badge



The Kids Kraze Draft Proposal East Rock After School

SCOPE OF SERVICE

AFTERSCHOOL PROGRAMMING

The Kids Kraze mission is to engage our participants in a variety of activities that promote healthy learning in a safe environment, while having fun and creating memories and lasting friendships. It is our goal to provide on-site afterschool enrichment programming for up to 75 students in Grades K through 8, five days per week between 3:15 PM and 4:45 PM. The Kids Kraze will provide enrichment in culinary, karate, arts and crafts, games and sports. These enrichment courses will stimulate student engagement and interdisciplinary connections. The Kids Kraze will work in collaboration with other community partners and the school's faculty and staff to ensure that these extended day programs align to and reinforce core instruction delivered during the school day.

Afterschool Program Details

Students will be grouped by grade for enrichment components. Each group will have a group leader and assistants will be provided through the East Rock program.

Program hours: 3:15 – 4:45 p.m. Monday through Friday

- 75 participants – grades K through 8
- staff/child ratio – 2:25 (1 group leader and 1 East Rock assistant)
- Location of service – on-site

Afterschool Program Enrichment Components

Enrichment Classes: Students will participate in three enrichment classes per week. The summary below identifies the enrichment offerings; afterschool instructors will ultimately shape the course format and content based on school/grade level expectations and in preparation for exhibits or showcases at the end of each session.

Proposed Arts Enrichment / Physical Enrichment

Special Enrichment

- Karate

Common Enrichment

- Sports/Physical Activity
- Arts and Crafts
- Culinary

Enrichment Component Explanations:

- **Culinary:** Culinary is a great way to foster patience, confidence and teamwork into our students. They will have the opportunity to create child friendly meals and learn how to read recipes and use basic kitchen utensils. Students will create their own cookbook from all their recipes to keep and share with their families.
- **Karate:** Karate demonstrates discipline, structure and respect while tumbling teaches self-awareness and strength.
- **Sports/Physical Activity:** Students will have an opportunity for non-traditional team games and physical activity in the gym. This may include, rugby, capoeira, soccer, lacrosse, field hockey, hip-hop dance, and African Dance. Physical activity will be supervised by Kids Kraze staff, approved volunteers, and community partners.
- **Arts and Crafts:** Students will complete a variety of arts and craft projects that they can bring home or keep on display at the school.

Student Exhibitions and Artwork: The afterschool program is purposeful in its design and reflects an outcomes-oriented approach. Enrichment courses will foster student pride and ownership. Student artwork generated during the afterschool program will be displayed throughout the school, accomplishing two goals: (1) celebrating student work; and (2) enhancing the learning environment. As noted, students will also participate in periodic performances, exhibitions, and recitals. Students will demonstrate their newfound skills to their families, peers, and teachers. These events will foster community involvement and build student confidence

Afterschool Program Models

Days of Operation	Nov 4, 2019 - June 4, 2020
# of Days of Operation	120
Staff Training Days (*indicate 2-hour training; **indicate 3-hour training; all others are 1-hour meetings)	TBD

AFTERSCHOOL ENRICHMENT SCHEDULE

Session #1 - Nov 4, 2019 - June 5, 2020

Grade/group	Monday	Tuesday	Wednesday	Thursday	Friday
A - (K - 2)	Arts	Karate	Culinary	Sports	Games
B - (3 rd - 5 th)	Games	Culinary	Sports	Arts	Karate

Afterschool Budget:

Item/description and Quantity	Cost	Vendor
Arts and Craft Supplies	\$1500	Multiple Sources
Karate Equipment	\$500	Kungfu4less.com
Student Karate Gi	\$	Kungfu4less.com
Food items	\$1550	Multiple sources
First Aid	\$100	Walmart.com
Sports Supplies	\$500	Multiple sources
TOTAL	\$4150	

Other Considerations

Office/community space

Shared classroom space

Storage Space



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.

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: ARTE AMENDMENT #: 1

GRANT # if applicable: N/A AGREEMENT #: 96273406

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: DATE: 11/19/2019
21st Century Grant, Cohort XVI

FUNDING SOURCE FOR AGREEMENT:
21st Century Grant, Cohort XVI

ACCT # FOR AGREEMENT:
21st Century Grant, Cohort XVI, 2579-6273-56694-0009 (Davis School)

ORIGINAL AMOUNT OF AGREEMENT: \$ 8,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 8,000.00

ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$: \$46,800.00

INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$:54,800.00

FUNDING SOURCE & ACCT # FOR AMENDMENT:

Ext. School Hours Grant (Daniels): 2579-5326-56694-0013; 34 sessions x \$200.00 (\$6,800)
Title I (Wexler): 2531-5208-56694-0032; 40 sessions x \$250.00 (\$10,000.00)
Title I (Fair Haven): 2531-5208-56694-0016; 40 sessions x \$250.00 (\$10,000.00)
Title I (Troup): 2531-5208-56694-0015; 40 sessions x \$250.00 (\$10,000.00)
Title I (Clemente): 2531-5208-56694-0042; 40 sessions x \$250.00 (\$10,000.00)
21st Century Grant, Cohort XVI: 2579-6273-56694-0009; 40 sessions x \$200.00 (\$8,000.00)

DESCRIPTION AND NEED FOR AMENDMENT: The Amendment provides funds for additional ARTE sessions funded by the Title I and Extended School Grants. The number of sessions will increase from 40 sessions (Davis), to an additional 194 sessions (160 at the four Saturday Academy sites; 40 at Wexler, 40 at Fair Haven, 40 at Troup, 40 at Clemente and 34 at J. Daniels). For a total of 234 sessions.

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

CONTRACTOR'S SIGNATURE: _____
(Name)
Executive Director
(Title)

11/19/2019
(Date)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 96273406

AGREEMENT

By And Between

The New Haven Board of Education

AND

ARTE Inc.

FOR DEPARTMENT/PROGRAM:

Youth, Family and Community Engagement

This Agreement entered into on the 12th day of November, 2019 effective (*no sooner than the day after Board of Education Approval*), the 13th day of November, 2019, by and between the New Haven Board of Education (*herein referred to as the "Board"*) and, Arte Inc., located at 26 Atwater St New Haven CT 06513 (*herein referred to as the "Contractor"*).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$200.00 per session x 40 sessions; 2 hours each at Davis Street School.

The maximum amount the contractor shall be paid under this agreement: eight-thousand dollars and no cents (\$8,000.00). Compensation will be made upon submission of an invoice which includes attendance, a detailed description of work performed, date and location of service.

Fiscal support for this Agreement shall be by:
21st Century Program 2579-6273-56694-0009 (Davis-\$8,000)

This agreement shall remain in effect from November 13, 2019 to June 30, 2020

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 ARTE program will provide 40 sessions, two hours each, which will engage 40 students in a variety of workshops. The workshops include Arts & Crafts projects, Dance, Sports and Physical Fitness, Language Arts, and Thinking Games. ARTE will supply Instructors and all necessary supplies for the workshops and classes

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

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



Contractor Signature

8/26/19

Date



President
New Haven Board of Education

11-12-19

Date

DAVID BREED / DIRECTOR

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



26 Atwater St. New Haven, CT 06513 / 203-804-9175 / www.arte-inc.com

November 19, 2019

**Gemma Lumpkin
Director of Youth, Family & Community Engagement.
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519**

Dear Gemma:

As you know, ARTE Inc. has run effective public programming for more than fifteen years. ARTE has partnered with New Haven Public Schools during those years, offering multiple youth and family programs and events. ARTE has built an impeccable reputation of providing top quality programs and activities.

ARTE provided NHPS and the City of New Haven with \$128,000 in pro-bono programs and services last year.

There is a great need for additional extended hour and weekend youth programming. These programs keep kids off the streets and occupy their down time, while helping to mentor and mold our youth. This is especially important in an urban environment where children do not have the same exposure and experiences their suburban peers do.

ARTE is pleased to partner with NHPS in providing supplemental programs for Saturday Academy. These enrichment programs engage students and provide additional support of social emotional development, teambuilding, language, reading, creative thinking, and healthy minds. Arts, creativity and physical activity are an integral part of a child's development and important components of the Connecticut State Department of Education accountability.

Research Supporting the Impact of Arts Programming

In the report, Champions of Change: The Impact of the Arts on Learning, published jointly by the President's Committee on the Arts and Humanities and the Arts Education Partnership, several independent researchers concluded that engagement in the arts nurtures the development of cognitive, social and personal competencies. Arts programs can increase academic achievement, help decrease youth involvement in delinquent behavior and improve youth attitudes about themselves and the future.

Specifically, researchers found that learning in and through the arts:

- Contributes significantly to improved critical thinking, problem solving and decision-making.
- Fosters higher-order thinking skills of analysis, synthesis and evaluation.
- Regularly engages multiple skills and abilities.
- Develops a person's imagination and judgment.

Learning in and through the arts can even help students overcome the obstacles of disadvantaged backgrounds. For example, one of the Champions of Change reports, using data from a study that followed over 25,000 students for 10 years, found that students consistently involved in the arts show significantly higher levels of mathematics proficiency by grade 12 - regardless of their socioeconomic status. (Source: NEA: Publication – "How the arts can enhance after school programs.")

Research Supporting the Impact of Exercise & Physical Fitness Programming

One in three kids in the United States is overweight or obese. Obesity can also have serious ramifications for kids' cognitive development. Further, both childhood obesity and poor academic performance tend to be clustered in schools with a high percentage of lower-income, minority students, creating a student health issue that is especially problematic in those communities. There is a growing body of evidence indicating that physical activity and fitness can benefit both health and academic performance of children, both immediate and long-term. Over time, as children engage in physical activity, they can have additional positive effects on academics in mathematics, reading, and writing. A research project conducted with 24 elementary schools, showed that adding sessions of physical activity could have long-term benefits, such as improved academic performance. (Source: Active Living Research)

Saturday Academy Programs Instructors will conduct two 45-50 minute sessions each Saturday. Each of the four schools will have two weekly programs that include the following.

ARTS & CRAFTS: Students will be offered a variety of arts and craft projects and mediums that are age appropriate.

EXERCISE & PHYSICAL ACTIVITIES: A variety of exercise and physical fitness activities including: calisthenics, exercise, stretching, team sports, recreational sports, games and more.

Scope of Services:

ARTE will:

- Engage, hire and coordinate the instructors for sessions.
- Conduct background checks on all instructors as necessary.
- Develop program inclusions, topics, and lesson plans.
- Provide all necessary supplies and materials.
- Liaise with school staff and program administrators to assure successful implementation.
- Monitor programs and instructors on going.
- Conduct site visits and instructor evaluations.

Sessions do not include:

- Materials or supplies in addition to those required for these programs.
- Facilities for sessions.
- Building staff or support staff (IE: Janitors, Coordinators)
- Other costs or inclusions not specifically outlined.

Cost / Session: \$40,000 (\$250 per workshop)

Number of Session: 160 Total / 40 per school (2 per school per Saturday)

Number of Saturdays: 20 Saturdays

Start Date: December 14, 2019

We look forward to partnering with New Haven Public Schools and bringing these programs to our students. Please feel free to contact me if you have any questions or need further details.
203-804-9175 M / arteinc@comcast.net

Sincerely,

A handwritten signature in blue ink, appearing to read 'David S. Greco', with a stylized flourish at the end.

David S. Greco
Cofounder / Executive Director



26 Atwater Street, New Haven, CT 06512 203-804-9175 www.arte-inc.com

October 22, 2019 - Updated proposal. (original proposal Oct 11, 2019)

**Gemma Lumpkin
Director of Youth, Family & Community Engagement.
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519**

Dear Gemma:

ARTE Inc., is delighted to be proposing programs for the 2019 / 2020 school year. As you know we have a solid reputation for providing top quality programs with measurable, positive results. ARTE has been collaborating with New Haven Public Schools for over 15 years and has served thousands of New Haven youth with after-school / Saturday programs, youth activities, workshops, events and scholarships.

Arte's in-kind contributions for the 2018 - 2019 school year were valued at over \$128,000!

ARTE's youth programs enhance children's lives and allow them to express themselves through various mechanisms. These programs occupy children's "down time" and keep them off the streets and out of trouble. Programs are accessible to low-income, inner-city and underprivileged youth who lack access and exposure to high-quality enrichment activities. ARTE's ultimate goal is to mentor and mold youth into better citizens who will positively contribute to society.

ARTE will offer after-school programs during the school year. These may include, but are not limited to, arts, crafts, dance, drama, science, photography, music, sports and other interactive fun learning experiences. ARTE will conduct site visits and instructor evaluations to monitor classes and provide ongoing support. ARTE will conduct surveys of parents, students and instructors at the end of the programs. ARTE is not responsible for populating the classes and enrollment / attendance will be conducted by individual school's administration.

**John C Daniels School 2018 – 2019 School Year
68 sessions contracted - ARTE completed 176 sessions (108 pro-bono sessions)**

John C. Daniels School 2019 – 2020

Beginning, Mondays, November 2019

TWO separate classes - 2 hours each.

Total 42 sessions at \$8,400 (\$200/session)

A 3rd Class may be added based on instructor availability.

Schools are responsible for populating all class and assuring strong attendance.

SUPPLIES: ARTE will provide all supplies necessary for all workshops and classes.

WORKSHOPS & CLASSES do not include:

- Materials or supplies in addition to those required for these programs.
- Facilities for actual workshops (all held at New Haven schools)
- Building staff or support staff (ie: Janitors, Coordinators)
- Other costs or inclusions not specifically outlined.

We look forward to another successful year working with NHPS students. ARTE appreciates the continued relationship and is committed to serving children and families. Please let me know if you need further details.

Respectfully,



David S. Greco
Cofounder / Executive Director
203-804-9175

MEMORANDUM

To: Finance and Operations Committee

From: Sabina Sitary, IT Director

Re: F&O Agenda Item Request/Approval
Amendment #1 to Agreement with Advance Office Systems for Computer Support

Meeting Date: December 2, 2019

Executive Summary:

Approval is requested for an Amendment #1 to Agreement by and between the New Haven Board of Education and Advanced Office Systems, 296 East Main St., Branford, CT for Computer & Printer Support for Fiscal Year 2019-20 to increase the compensation amount from \$449,280 by \$18,720 to \$468,000 for an additional consultant needed to help with the backlog of onsite technical support for the schools, effective January 2, 2020 to June 30, 2020.

Funding Source: 2019-2020 Operating Budget
Acct. #190-47200-56694

Explanation:

In order to meet the State of Connecticut Smarter Balanced Online Testing requirements, computer support services are needed to deploy and maintain computer systems within all schools. Aside from testing, students and faculty require access to working technology as part of their daily duties. Due to various reasons including the cleanup activities after the cyberattack this past summer there is a backlog of support issues. This additional resource will help bring down the response time and help clean up the backlog.

AOS has been providing these services for NHPS for the past 14 years. The IT Department, district departments, and schools have been pleased with their performance and flexibility for providing technical support. AOS is very responsive with also providing alternate solutions when needed to support the district.

AOS was awarded the contract in the 2018-2019 school year based on the results of RFP#2019-04-1214. AOS provided a low cost contract allowing for flexibility.

New amendment will be drafted upon approval.

**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
ADVANCED OFFICE SYSTEMS INC.
FOR
PROFESSIONAL SERVICES
REGARDING
COMPUTER AND PRINTER SUPPORT SERVICES**

**EXECUTED
ORIGINAL**

PART I

This Agreement, consisting of Parts I and II, Exhibit A and Rider A, entered into this 19th day of August, 2019, effective the 1st day of July 2019, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and Advanced Office Systems Inc., with offices at 296 East Main Street, Branford, Connecticut 06405 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board has heretofore determined that it required the services of a professional computer consultant to provide on site computer and printer support services, and

WHEREAS, the Contractor submitted its qualifications and pricing through RFP# 2019-04-1214 (the "RFP"); and

WHEREAS, the Board entered into a Professional Services Agreement dated September 24, 2018 (the "Original Agreement"), and

WHEREAS, the Original Agreement provided that they Board may, in its sole and exclusive discretion, exercise up to four (4) one-year options to renew; and

WHEREAS, the Board has been and remains satisfied with the Contractor's performance under the Original Agreement and has determined its desire to exercise the 1st option to renew said Agreement of one-year period for fiscal year 2019-2020; and

WHEREAS funds for the total cost are available in account number 190-47200-56694 pursuant to Purchase Order No. 91320006-000 FY 2020.

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

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be Michael Pinto, Chief Operating Officer, or such other person as he shall designate in writing.

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

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

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; Provided, However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

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

203. In performing the services required under this Agreement, the Contractor shall consult with Michael Pinto and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor shall consist of on site computer and printer support services staffed with up to six consultants at an hourly rate of \$36.00 each and \$50.00 each for extended hours, as more fully described in the Scope of Services attached hereto as Exhibit A, which is incorporated herein and made a part of this Agreement.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.

402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2020. If the Board remains satisfied with the performance of the Contractor it may, in its sole and exclusive discretion, renew this Agreement three (3) additional one-year term in accordance with the provisions of the RFP.

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

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in a maximum amount not to exceed Four Hundred Forty Nine Thousand Two Hundred Eighty Dollars and Zero Cents (\$449,280.00), based on an hourly rate of Thirty Six (\$36.00) Dollars per hour per consultant for onsite services and Fifty (\$50.00) Dollars per hour per consultant for Extended Support (above 40 hrs. per week).

502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. No direct costs shall be reimbursed by the Board other than as provided in Section 501.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor submitted not more often than once a month. Each requisition shall be in a form acceptable to the Board and shall set forth the services performed, the percentage of completion of the work, and the compensation due the Contractor based upon the fee

amount set forth in Section 501. The Board may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information with respect to the Contractor's costs as the Board deems necessary.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE

601. Contractor shall defend, indemnify and hold harmless the Board, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

602. See attached Rider, which provisions by this reference are part of this Agreement as if fully incorporated herein.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board.

704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed at the addresses set forth on page one.

SIGNATURES IN THE NEXT PAGE

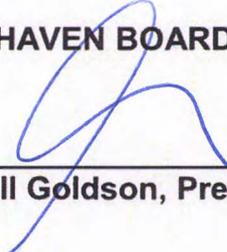
IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

Sonin Langston

NEW HAVEN BOARD OF EDUCATION

BY:


Darnell Goldson, President

WITNESS:

Ramirez

ADVANCED OFFICE SYSTEMS INC.

BY:


Richard Sguég
Duly Authorized

EXHIBIT A

Project Overview

Advanced Office Systems, Inc (AOS) acknowledges the New Haven Public Schools (NHPS) district's needs to obtain a Computer & Printer Support Solution.

AOS understands and acknowledges this contract is for One (1) Budget Year: July 1, 2019 to June 30, 2020, with the option to renew up to 3 times.

Computer & Printer Support Resource Requirements

AOS understands it is to provide pricing per hour and per consultant resource, for an OnSite 40-hour position, which is classified as Consultant Computer & Printer Support, for up to six (6) Positions.

AOS understands it is to provide pricing per hour and per consultant resource, for extended hour contract support, primarily for Saturday Academy Sessions, from the hours of 8am-12pm. Provided and assigned resources are from the same resource pool as primary support, therefore, this above the OnSite 40-hour per week support.

- Extended Hour Support will be on a rotational schedule between the assigned consultant resources
- The number of consultant resources assigned per Saturday session will be determined by the NHPS IT Management

AOS understands the Consultant Computer & Printer Support position will have the following responsibilities:

- Provide hardware support for Intel/AMD based computers (PCS & Laptops)
- Provide hardware support for laser printers
- Provide Operating System support for Microsoft Computer Operating Systems
- Provide Application Support for Microsoft Office Software
- Application of securing patches on Microsoft Operating System and productivity software
- Move computers and printers to new locations during school and office moves
- Provide support for all computer based applications as needed
- Provide support for Apple Macintosh computers
- Provide support for Apple iPad Tablets
- Engage in basic troubleshooting for computer network connectivity related issued throughout the school district
- Provide remote computer problem support to NHPS staff using remote support tools
- Provide support for analog and wireless phone systems (including Blackberry server)
- Provide basic network router and switch related support
- Provide basic project management for any PC, Server, Network or VOIP related projects assigned by NHPS IT Management
- Log all work related activities using the NHPS help desk system
- Provide basic PC repair training for site based technology support personnel
- Provide Computer & Printer related support for employees and consultants within the NHPS organization

General Requirements

AOS understands and acknowledges the following:

- NHPS IT Management must be involved in any personnel changes on the account, including removing or adding personnel to the account, based upon the agreed bill rates submitted in this RFP response
- AOS understands that NHPS IT has consultants that are in the Computer Support positions currently
 - AOS would retain current consultants as part of the proposed solution
- Onsite Vendor Management is not required, NHPS IT Management will supervise the outsourced team
- NHPS is unable to pay overtime
- AOS understands that NHPS may appoint one of the consultants as Lead Network Administrator.
- NHPS central offices are open 5-days per week, until 8PM. In the event of an emergency, every effort to resolve the problem by the end of the work day will be made. AOS understands that compensation for hours worked past the 8-hour allocation will be time off to be scheduled on a future date, at the direction of the NHPS IT Manager
- Support issues unable to be resolved within 4-hours to the manufacturer will be escalated. NHPS will pay the standard rate for a support request to be opened.
- Full utilization of Vendor warranty support resources to replaced damaged server equipment
- Recommendations of replacements and lowest cost procurement for damaged, out of warranty hardware components
- Capable of providing a same skill set replacement consultant to cover extended vacation or sick time
 - AOS will work in conjunctions with the NHPS IT Manager to qualify such candidates and qualify when and if coverage is to take place
- AOS is prepared to present their solution in person if required
- Projected wage rate for the position requested is currently \$21.00 per hour. AOS also reimburses consultants for parking fees, mileage and other miscellaneous expenses.

*Advanced Office Systems
RFP 2019-04-1214
Computer & Printer Support for NHPS*

Price

Computer & Printer Support Consultant	\$36.00 per hour, per Consultant
Computer & Printer Support Consultant, Extended Support (above 40-hours per week)	\$50.00 per hour, per Consultant

AOS is proposing this rate for the entire duration of the contract and all applicable extensions.

MEMORANDUM

To: Finance and Operations Committee

From: Michael Pinto, Chief Operating Officer

Re: F&O Agenda Item Request/Approval
Amendment to Agreement for Facilities Management with Go To Services

Meeting Date: December 2, 2019

Executive Summary: Approval is requested for an Amendment #1 to the Agreement (A18-0610) by and between the New Haven Board of Education and Go To Commercial Cleaning Services, LLC, 117 Kendall St., New Haven, CT for Facilities Maintenance, Custodial Management and Energy Management for increasing the original compensation amount from \$1,470,030.63 by \$117,920.00 to \$1,587,950.63 for additional scope of services to cover duties from retired district supervisor for FY 2019-20

Funding Source: 2019-2020 Operating Budget
Acct. #190-47000-56694

Key Questions:

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

GoTo Services was the successful bidder chosen through a competitive process to provide Facility Management, Energy Management, and Custodial Management for the Comprehensive High Schools and Building Use (Permit) Management. Their fees for such services were both the lowest and most responsive to the RFP. Their work helps ensure that our Schools and Facilities are fully functional and operational to serve the students, staff and community of NHPS. They also ensure compliance for all applicable health, environmental, safety and building code regulations. Finally, GOTO provides custodial supervision to both full-time Local 287 building managers and assistant building managers employed by the Board of Education and the part-time contract custodians provided by Urban Eco Pioneers. This amendment will ensure full staffing of the evening custodial supervisor position.

2. 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?

Go To Services is evaluated through detailed review of data systems and weekly meeting with the Chief Operating Officer. Work order systems, budgets, project plans and stewardship and life cycle programs are reviewed in order to make sure that goals are being met and that projects remain on target. Inspections of staff performance and attendance are also a consistent topic of review and analysis. Labor Management meetings with applicable Union Leadership are also an element of the review process to confirm good working relationships and communication. Energy management and control of expense while seeking additional efficiencies with systems and operations are also critical items of review. Finally, best practices are continuously evaluated as appropriate value-add services such as collaborating with IT, Security and Food Services among other Divisions as well as the City Facilities team to seek collaborative solutions to common areas of concern. Go to Services is able to leverage and adjust its staffing model to respond to the needs of the District at no additional cost which allows for an extremely tailored solution to our needs.

3. 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. GoTo Services was selected via RFP 2019-4-1211. This amendment enables the filling of an evening custodial supervisor position by GoTo Services, backfilling a position previously held by Lisa Hopkins who has been promoted to the daytime custodial supervisor position and warehouse manager left vacant by the retirement of James Bianchi on June 30, 2019.

The proposed amendment will enable the filling of the evening supervisor position under the hybrid custodial plan under which GoTo Services manages the custodial staff.

The June 18, 2009 Settlement Agreement between the City of New Haven and Local 3144, which is incorporated by reference to the current 3144 Contract provides that upon the vacating of the Bianchi position, the City is under no obligation to fill that 3144 position. The long-term savings and cost avoidance of holiday, overtime and pension costs enabled by the hybrid custodial plan more than justify the amendment to the GoTo Services contract.

Corporation Counsel will draft the Amendment upon approval.

SCOPE OF SERVICES

GoTo Services agrees to provide a professional, skilled and experienced District Supervisor to fill the existing vacant position.

This individual assists the Custodial Manager to manage custodial personnel district-wide; including the development of work schedules, evaluation of job performance, staffing and responding to grievances. The Custodial Supervisor visits school locations on a daily basis to meet with building administrators to assess building cleanliness and to respond to their requests.

This individual performs the following tasks (but are not limited to):

- Process payroll for city and custodial employees
- Inspects schools and grounds
- Submits reports on findings
- Coordinates repairs and improvements as necessary
- Monitors and approves time cards
- Reports significant issues to Executive Director

COMPENSATION

GoTo Services, LLC shall provide one (1) additional District Supervisor position for the New Haven Public Schools for the period of July 1, 2019 through June 30, 2020. At the rate of \$117,920 per year as outlined below.

Previous Cost of Position		Proposed Cost of Position	
Base Salary	\$92,880	Base Salary	\$ 82,000
Benefits	\$27,864	Benefits	\$ 16,400
Overhead/Profit	N/A	Overhead/Profit	\$ 19,520
Total Annual	\$120,745	Total Annual	\$ 117,920

JOB TITLE: District Supervisor
REPORTS TO: Executive Director
DEPARTMENT: Facilities Management
ACCOUNT(S): New Haven Public Schools

DEFINED:

This highly responsible individual will be responsible for the supervision, custodial cleaning, servicing and minor repair and maintenance of public school buildings, grounds, facilities and equipment.

A District Custodial Supervisor exercises direct supervision over a large custodial staff in high, middle or elementary schools within the New Haven Public School District.

Illustrative Examples of Work

- Supervises, assigns and reviews the work of a large custodial force, consisting of the following:
 - Building Managers
 - Engineers
 - Vendors
 - Assistant Building Managers
 - Security Persons
 - Maintenance Staff
 - And more...
- Periodically inspects schools and grounds in accordance with priorities and scheduled assigned. They will submit reports on job performance of custodial staff and the condition of buildings and grounds within jurisdiction.
- Schedules and supervises periodic inventory of equipment, supplies and materials, reports overages, deficiencies and replenishment needs
- Coordinates the gathering of data on repairs and improved need in all schools under jurisdiction, insures the initiation of reports or requisitions for necessary repairs, renovation, corrective or preventative maintenance, makes regular inspection tours to insure the accomplishment of minor maintenance and repairs
- Formulates controls and incentives needed to increase job effectiveness of employees, Reviews and signs time cards of employees attesting to the accuracy of work data
- Meets with school and other public officials for inspection of school sites and buildings to insure conformance with State and City codes and ordinances
- At times of emergency, provides whatever supervision or assistance is required, received telephone calls from police, fire or custodial personnel at night or on weekends and holidays concerning break-ins, vandalism and takes appropriate action.

This individual assists the Custodial Manager to manage custodial personnel district-wide; including the development of work schedules, evaluation of job performance, staffing and responding to grievances. The Custodial Supervisor visits school locations on a daily basis to meet with building administrators to assess building cleanliness and to respond to their requests.

This individual performs the following tasks (but are not limited to):

- Process payroll for city and custodial employees
- Inspects schools and grounds
- Submits reports on findings
- Coordinates repairs and improvements as necessary
- Monitors and approves time cards
- Reports significant issues to Executive Director

REQUIREMENTS OF WORK

- Graduation from high school or vocational school and 5-10 years of experience in varied and progressively responsible large-scale building and grounds maintenance, including 3-5 years of continuous supervisory experience or any equivalent combination of training and experience which provides the following knowledge and skills.
- Thorough knowledge of custodial operations, building and ground maintenance
- Thorough knowledge of materials and methods used in cleaning public school buildings and of the use of manual and power-driven cleaning and polishing equipment and chemicals
- Considerable knowledge of low-pressure boilers, compressors, heat exchangers, domestic hot water tanks, fire alarm systems, PA systems and air conditioning systems.
- Considerable knowledge of grounds maintenance, landscaping, snow removal
- Ability to develop long and short-term building assignment schedules
- Ability to understand, interpret, communicate and effectively carry out simple and complex written and oral instructions
- Ability to keep accurate records in order to make periodic inspections of custodial equipment and inventory materials
- Ability to write concise and accurate reports
- Ability to demonstrate management leadership abilities and to maintain an even temperament in times of emergency and in the solution of day-to-day problems
- Ability to work effectively with other employees and the public.

REQUIRED KNOWLEDGE, ABILITIES AND SKILLS

Knowledge

- Knowledge of the methods, and practices used in custodial operations.
- Evaluates and reviews employee performance and documents deficiencies.
- Progressive disciplinary system
- Recordkeeping

Abilities

- Ability to prepare reports.
- Ability to assign and supervise work of Building Managers and custodial staff.
- Ability to train employees in cleaning techniques and other custodial duties.
- Ability to communicate effectively with department staff, trades personnel, school building administrators and the public.
- Ability to review with staff the daily maintenance of custodial equipment.



Memorandum

To: NHPS Finance and Operations Committee

From: Michael Pinto, Chief Operating Officer
Gail Sharry, Executive Director Food Service
Michael Gormany, City Acting Budget Director

Re: F&O Agenda Item Request/Approval
Award of Contract for Point of Sale System NHPS for FY 2019-20

Meeting Date: December 02, 2019

Executive Summary: Approval is requested for an Award of Contract under RFP #2020-07-1301 to EMS Linq, Inc d/b/a Meals Plus, 2528 Independence Blvd., Wilmington, NC 28412, for the purchase of a new Point-of Sale (POS) system for the NHPS Food Services Program effective December 1, 2019 to November 30, 2020, in an amount not to exceed \$56,025.

Service Product	Amount (\$)
Software	39,775
Training	11,250
Contingency	5,000
Total	\$56,025

Funding Source: Food Services Capital
Acct. #3C18-18BB-58101 (\$37,244)
Acct. #3C19-1993-58101 (\$18,781)

Key Questions:

- 1. Please Describe how this service is strategically aligned with school or District goals:**
The Mission of the Food Service Department is to ensure that delicious, health meals are available to all New Haven students. We strive to serve good quality meals utilizing ingredients from many local producers that promote the health and wellness of students, so they can be more productive in the classroom. This will help meet the district's goals: economical, quality, and sustainable food service program.
- 2. 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?**
Vendor(s) are evaluated throughout the school year based on product sensory (food evaluation) delivery expectations, customers service, and other criteria set at the beginning of the school year. All vendors mentioned above have been used with no issues.
- 3. 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?**
The Vendor) was selected based on RFP# 2020-07-1301 for FY 2019-20.



Gail Cairns-Sharry
Executive Director

NEW HAVEN PUBLIC SCHOOLS
Food Services Division

Tel: (475) 220-1610
Fax: (203) 946-7650

MEMORANDUM

TO: Michael Pinto, Chief Operating Officer

FROM: Gail Sharry, Executive Director
Michael Gormany, Interim Budget Director

SUBJECT: Point of Sale (POS) System for NHPS Food Service

DATE: November 20, 2019

New Haven Public Schools, Food and Nutrition advertised a Request for Proposal (RFP) for a new Point of Sale (POS) system software. The POS systems is used to tabulate meal counts, nutritional information, food products and supplies inventory and other vital information pertaining to Food Service.

The Food and Nutrition Department has currently been operating with the current vendor/system for almost ten years. With changes in technology and regulations within the USDA and other programs, The Food and Nutrition Department felt an upgrade to the current POS system was necessary. It was essential for the Food and Nutrition Department upgrade to a Web Based School Cafeteria Management, Point of Sale Program, for ease of use and to reduce current and future cost.

Switching to a web based program enables Food Service to eventually remove the manual server that is maintained by NHPS Information and Technology. This will also reduce future cost in the type of equipment that needs to be purchased (l, e type of computer, pin pads, etc).

The POS system is critical to the operations of Food Service, as it is a vital part of the food reimbursement process, which primarily funds the program. As you are aware, the Food and Nutrition Department has not relied on a general fund operating subsidy since Fiscal Year 2016. The POS system has played a vital function, along with changes in federal guidelines.

Four vendors submitted proposals based on the criteria of the RFP.

Vendor	Software Price (\$)
Harris School Solutions, 2429 Military Road, Suite 300, Niagara Falls, NY 14304	60,580 (Includes keypads and other hardware included in overall price)
TITAN School Solutions, 19900 MacArthur Blvd. Suite 1000, Irvine, CA 92612	51,655 (without hardware and other option menus)
Horizon Software International, 2850 Premiere Parkway, Suite 100, Duluth GA 30097 (Incumbent)	The cost of the 1st year is \$49,250. The price is not updating the software or hardware until year two. The total software cost and training in year 2 would be \$70,200. This is not ideal for food Service as we would have to wait until December of 2020 to begin implementing the new software
EMS LINQ, Inc. (Meals Plus), 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412	51,025 (software application, without hardware)

The Food and Nutrition staff comprised of the Executive Director, Claims management, Nutrition Assistant, Account clerk, and other staff interviewed all four vendors. There were three interviewees who scored the vendors based on the following criteria;

Points	Criteria
10	Proposer's Qualification
10	Client References & Similar Projects
10	Company's overall experience
30	Adherence of the proposal in meeting the technology, functional, and implementation services requirements outlined in the document
40	Proposed Cost to NHPS

Based on the scoring criteria established above and feedback from the Food and Nutrition staff, the awarded vendor was;

EMS LINQ, Inc. (Meals Plus),
2528 Independence Blvd, Ste. 200
Wilmington, NC 28412

The award will be submitted to the Finance and Operations meeting for December 02, 2019

Please contact me with any questions.



6.0 Tab 7: Proposed Cost to New Haven Public Schools

Itemize the proposed costs of each requested component of your products and services. The requested products and services basically include all software, hardware, upgrades, technical services, training, and support related to point of service, central office (reporting and accountability), and free and reduced application processing. Any costs for additional products and/or services offered must be clearly indicated.

Provide costs, if any, for acquiring licensing updated versions of software. Indicate which, if any, essential hardware components may be purchased separately and provided by the school system and therefore excluded from the vendor's cost proposal. Indicate if support costs are different for different years of the contract. All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for a minimum of six (6) months after the due date for proposals.

New Haven Public Schools Pricing			
Software Description	Package Name	Unit Cost	Total District Post
District Manager Software: unlimited users	Included in Meals Plus Advanced Package	\$925.00 per site	\$39,775.00
Free & Reduced Application processing: unlimited users	Included in Meals Plus Advanced Package	Included	Included
POS Building License: 1 license per serving line in each building	Included in Meals Plus Advanced Package	Included	Included
POS Serving Line Software License: 1 per serving line in each building	Included in Meals Plus Advanced Software Package. Unlimited serving lines, price is based per Site.	Included	Included
Online Payments/Parent Portal for Meals and District Fees	K12PaymentCenter.com. Included in Meals Plus Advanced Software Package.	Included	Included
Meal Planning/Nutrition Analysis Software	K12PaymentCenter.com. Included in Meals Plus Advanced Software Package.	Included	Included
Production Records Software	Included in Meals Plus Advanced Package	Included	Included
Unlimited Online Application Processing	LunchApplication.com Included in Meals Plus Advanced Package	Included	Included
PowerSchool Connector (Real Time Integration/API)	Included in Meals Plus Advanced Package	Included	Included
Unlimited Updates to the Software	Included in Meals Plus Advanced Package	Included	Included
Unlimited Customer Support	Included in Meals Plus Advanced Package	Included	Included
Cloud Hosting Services	Included in Meals Plus Advanced Package	Included	Included
ISITE Website/Digital Menus (Includes Custom SN Website, Digital Menus, Mobile Menus, Online Forms, Announcements, Surveys, Going Green Menus and Statistics)	Digital Menu Suite	Included	Included
Software Total for 43 Sites			\$39,775.00



Installation, Training, and Documentation Services

New Haven Public Schools Pricing			
Service	Package Name	Unit Cost	Total District Cost
On-Site Training for POS	\$1200 per day	1 trainer for 1 day	\$1200.00
On-Site Go-Live Assistance for POS	\$1200 per day	2 trainers for 2 days	\$4800.00
Remote Setup and Training	\$125 per hour	18 hours	\$2250.00
Train the trainer training	Included at no additional cost	Included in the above	\$0/Included
All POS Users Training	Included at no additional cost	Included in the above	\$0/Included
Management Staff training	Included at no additional cost	Included in the above	\$0/Included
IT Staff training	Included at no additional cost	Included in the above	\$0/Included
Travel Costs	\$1500 per trainer	2	\$3000.00
Training Manuals	Included at no additional cost	N/A	\$0/Included
Advance training options (online or in class)	Included at no additional cost	N/A	\$0/Included
Training Total			\$11,250.00

Training fees are paid in year one only, unless additional, ongoing training is requested.

Pin Pads (Hardware)

New Haven Public Schools Pricing			
Description	Package Name	Unit Cost	
Sealed Pin Pad	Genovation 905-RJ	\$199.00	
Sealed Pin Pad with Bottom Infrared Scanner (pin pad/scanner combo unit)	Genovation 905-RJ-S	\$335.00	
Shipment of Pin Pads	Shipping	QTY 1-5	\$19.00
		QTY 6-10	\$29.00
		QTY 11-20	\$39.00
		QTY 21-40	\$49.00
		QTY 41-100	\$65.00

Total cost is based on the number of pin pads purchased. The above costs are per unit.

Proposed Cost to New Haven Public Schools

The subsequent document is the Harris Quote for the City of New Haven to implement eTriton. Included with the cost are 69 keypads which may not be the actual total amount needed. We have also included the cost for Implementation including Remote Services and On Site Services. The total amount of this quote is \$60,580.00, but this is not reflective of the Districts cost moving forward. A segment of the Quote is one time fees or Training Fees which is billed as used. The yearly cost of maintenance for eTriton is \$40,850.00. This includes unlimited POS lines within the 43 sites as well as Inventory and Production for all sites and a warehouse as well as On Line Applications. Training consists of 16 hours remote which can be broken out as needed and 5 days of on-site training.

For more information

www.harrisschoolsolutions.com | 1.866.450.6696

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Created Date 7/23/2019
 Quote Number 0000438
 Prepared By Jason LaBlanc

Corporate Address Harris School Solutions
 2429 Military Road
 Suite 300
 Niagara Falls, NY 14304
 716-297-8085

Phone (916) 577-2908
 Email jlablanc@harris.com#user.com

Contact Name Gail Sherry
 Phone (475) 220-1510
 Email gail.caitia.sherry@new-haven.k12.ct.us

Bill To Name New Haven School District
 Bill To 140 DEWITT STREET
 NEW HAVEN, CT 06519

Ship To Name New Haven School District
 Ship To 140 DEWITT STREET
 NEW HAVEN, CT 06519

Product	Product Description	Quantity	Sales Price	Total Price
Professional Services:PSMP103	Meal Planning Setup & Training	1.00	USD 395.00	USD 395.00
Professional Services:PSOA100	Online Application Setup: one time setup fee	1.00	USD 500.00	USD 500.00
Professional Services:PSOS101	Onsite Services: Training and/or System Setup/Configuration	5.00	USD 1,095.00	USD 5,475.00
Professional Services:PSPM101	Project Management	8.00	USD 165.00	USD 1,320.00
Professional Services:PSRS102	Remote Services, hourly (services are estimates - if additional time is needed it will be invoiced in 30 minute increments at the hourly rate)	16.00	USD 165.00	USD 2,640.00
PSTE100	Travel	1.00	USD 2,500.00	USD 2,500.00
Proprietary Maintenance:PLSS001	eTriton Central (Annual Subscription Fee, Includes Student Information, Import Utility and Export Utility)	1.00	USD 0.00	USD 0.00
Proprietary Maintenance:PLSS002	Free/Reduced Application (Annual Subscription Fee, Includes interface with EZMealApp.com)	1.00	USD 0.00	USD 0.00
Proprietary Maintenance:PLSS100	POS Site License w/ 1 Serv Line (Per Site) Annual Subscription Fee; Includes eTriton Central, Free/Reduced Application, POS Management & POS Reporting	43.00	USD 950.00	USD 40,850.00
Proprietary Maintenance:PLSS101	POS Serving Line (Per Serving Line) Annual Subscription Fee, per Each Additional Serving Line	UHL	USD 0.00	USD 0.00
Proprietary Maintenance:PLSS201	Annual Subscription Fee; Central Office Inventory	1.00	USD 0.00	USD 0.00
Proprietary Maintenance:PLSS202	Annual Subscription Fee; Site Inventory (Per Additional Site)	1.00	USD 0.00	USD 0.00
Proprietary			USD	

Notes
 (1) Annual Maintenance is due in Year 1 and each year thereafter. Annual maintenance fees are subject to annual increase.
 (2) Travel expenses are estimates and will be based on actual travel required.
 Harris School Solutions ... Experience ... Expertise ... Solutions





Created Date: 7/22/2018
 Quote Number: 00005435
 Prepared By: Jason LeBlanc

Maintenance:PLSS221	Annual Subscription Fee: Central Office Purchasing	1.00	0.00	USD 0.00
Proprietary Maintenance:PLSS222	Annual Subscription Fee, \$175.00 Per Additional Purchasing/Ordering Location	1.00	USD 0.00	USD 0.00
Proprietary Maintenance:PLSS301	Annual Subscription Fee; Menu Planning w/ Nutritional Analysis	1.00	USD 0.00	USD 0.00
Proprietary Maintenance:PLSS311	Central Office Production	1.00	USD 0.00	USD 0.00
Proprietary Licenses:PLDAXXX	Online Applications	UNK	USD 0.00	USD 0.00
Third Party Hardware:HWKP100	21 key, Keypad - Serial	89.00	USD 100.00	USD 6,900.00

Subtotal: USD 80,500.00
 Grand Total: USD 80,500.00

Signatures

Customer Signature / Date:

Harris Schools Signature / Date:

Jason LeBlanc 7/19/2018

Notes

- (1) Annual Maintenance is due in Year 1 and each year thereafter. Annual maintenance fees are subject to annual increase.
- (2) Travel expenses are estimates and will be based on actual travel required.

Harris School Solutions ... Experience ... Expertise ... Solutions





Year 1– Total Costs

Note: *Onesource will remain in place, along with the renewal date being December 1st. There is no setup or installation required because the software is already in place. The annual maintenance covers all product upgrades, enhancements and technical support.*

\$49,241 Annual Maintenance (Onesource - Back of House, Front of House)

Year 2– Total Costs

Note: *In year 2 the plan is to have New Haven migrate to our web-based solution, Solana.*

\$52,580 Subscription (\$1195.00 per site - line item pricing) – Solana

- Features included

Front of House

- Point of Sale
- Free and Reduced (CEP Reporting)
- Eligibility management
- Accountability
- Online Payments
- Standard Reporting

Back of House

- Inventory Management
- Menu Plan Ordering
- Perpetual Inventory
- Central Warehouse
- Shopping List ordering
- Site Production
- Standard Reporting



P I

Horizon Software International
 Horizon Software International
 2850 Premiere Parkway
 Suite 100
 Duluth GA 30097

Date 7/19/2019
 Document # Q79865
 Acct. No. NEWH02

Bill To

Attn: Lucinda Marshall
 New Haven City Public Schools
 Central Kitchen
 75 Barnes Avenue
 New Haven CT 06511

Ship To

Central Kitchen/Lucinda Marshall
 New Haven City Public Schools
 75 Barnes Avenue
 Attn: Central Kitchen
 New Haven CT 06513

Shipping Code (2)

Qty	Item#	Description	Price	Amount
1	21-164-AM	Annual Maintenance - Front of House	19,982.82	19,982.82
1	15-165-AM	Annual Maintenance - Back of House	27,518.16	27,518.16
1	39-2700...	Maintenance - SourceBoard - Per License	1,741.01	1,741.01
Effective 12/1/19 thru 11/31/20				

Please email us at invoices@horizonsoftware.com with any questions regarding this invoice.

Total \$49,241.99

Please remit payment to:
 Horizon Software International, LLC
 PO Box 934248
 Atlanta, GA 31193-4248





Horizon Software International
 Horizon Software International
 2850 Premiere Parkway
 Suite 100
 Duluth GA 30097

Quote

Date 7/19/2019
 Quote # Q79862
 Acct. No. NEWH02

Bill To
 Attn: Lucinda Marshall
 New Haven City Public Schools
 Central Kitchen
 75 Barnes Avenue
 New Haven CT 06511

Ship To
 Central Kitchen/Lucinda Marshall
 New Haven City Public Schools
 75 Barnes Avenue
 Attn: Central Kitchen
 New Haven CT 06513

Expires	Sales Rep	Memo	Shipping Method	
8/18/2019	Patrick Schnitter	Solana Unity Bundle		
Qty	Item #	Description	Price	Amount
1	65-600	SOFTWARE SUBSCRIPTION*: Solana Unity Central Office Bundle	1,195.00	1,195.00
43	65-601	Solana Unity Site Bundle *This is an annual subscription service. This subscription service will auto renew each year. 30 day notice prior to the subscription service commencement date is required for cancellation.	1,195.00	51,385.00
		Subtotal Software Subscription:		52,580.00
		IMPLEMENTATION & TRAINING - SOLANA UNITY BUNDLE		
1	16-95101	Solana Remote Setup & Configure	495.00	495.00
1	16-95102	Solana Remote CO POS & Reports Training	425.00	425.00
43	16-95104	Solana Remote POS Line Setup	100.00	4,300.00
1	16-95106	Solana Remote Student Eligibility and Applications Training	225.00	225.00
8	16-95117	Solana Remote Cashier/Manager Training - 1/2 day, lab-based, 15 trainees per	425.00	3,400.00
3	16-95109	Solana Remote CO Inventory/Order Processing Training	425.00	1,275.00
1	16-95110	Solana Remote CO Menu Planning & Production Training	1,650.00	1,650.00
4	16-95112	Solana Remote Site Inventory/Order Processing Training	450.00	1,800.00
3	16-95111	Solana Remote Site Production Training - Up to 10 Sites	450.00	1,350.00
1	16-9502	BOH Remote Advanced Consulting Package	1,850.00	1,850.00
1	16-95107	Solana Remote Go-Live Support	850.00	850.00
		Subtotal Implementation & Training:		17,620.00
		If onsite services are preferred, all travel expenses associated with onsite services will be invoiced at actual cost as they are incurred. Horizon will exercise good faith to minimize all travel costs.		

Total \$70,200.00

Please sign and email to orders@horizonsoftware.com as approval.

Print Name _____ Signature _____ Date _____

"By executing this order, you are requesting and agreeing to pay for the fees identified herein and agreeing to be bound by the applicable terms and conditions of the Software as a Service Agreement ("Solana Agreement") which will be executed by you before gaining access to the Solana annual subscription services.

Your Purchase Orders: For avoidance of doubt, you acknowledge that your order for Horizon goods and services are governed by the terms of this order and the Solana Agreement, and that the terms contained in any purchase order supplied to us by you or any other party on your behalf are null and void and are superseded by the terms and conditions of this order and the Solana Agreement."





Titan School Solutions
 19900 MacArthur Blvd.
 Suite 1000
 Irvine, CA 92612

Fax
 1 949 238 6980

Telephone
 1 844 467 4700

Email
 sales@titank12.com

Quote

City of New Haven
 Attn: Bureau of Purchases
 200 Orange St. Room 301
 New Haven, CT 06510

RFP 2020-07-1301

Quantity	Product	Each	Price
43	Student Management (TSTU100-75) Annual Subscription Fee, Each School (Qty. 1-75)	\$450.00	\$19,350.00
69	Point of Service (TPOS100-75) Annual Subscription Fee, Each Terminal (Qty. 1-75)	\$200.00	\$13,800.00
1	Inventory (TINV100-75) Annual Subscription Fee, Each Warehouse (Qty. 1-75)	\$450.00	\$450.00
1	Purchasing (TPUR100) Annual Subscription Fee	\$795.00	\$795.00
1	Menu Planning w/Nutritional Analysis (TMP100) Annual Subscription Fee	\$795.00	\$795.00
43	Production Records (TPRO100-75) Annual Subscription Fee, Each Cafeteria (Qty. 1-75)	\$175.00	\$7,525.00
1	Parent Portal (Online Applications & Online Payments) <ul style="list-style-type: none"> - Online Applications are included FREE with the Student Management module – there is no cost to the district. - Online Payment Processing Fee of 3.95% + .10 (minimum of \$2.60) is collected from the parent with each transaction – there is no cost to the district. 	\$0.00	\$0.00

Annual Subscription Fee **\$42,715.00**

Quantity	Product	Each	Price
1	Professional Services, Remote (SERV101) Professional Services. Services will be performed remotely according to the agreed upon project plan, Fixed Price	\$8,940.00	\$8,940.00





Optional Annual Subscription Fees:

Quantity	Product	Each	Price
TBD	Inventory Scanning (TINV101-75) Annual Subscription Fee, Each Scanner (Qty. 1-75) Decline or Accept	\$400.00	\$TBD
1	Accounts Receivable (TAR100) Annual Subscription Fee Decline or Accept	\$795.00	\$795.00
1	Accounts Payable (TAP100) Annual Subscription Fee Decline or Accept	\$795.00	\$795.00
1	General Ledger (TGL100) Annual Subscription Fee Decline or Accept	\$795.00	\$795.00
TBD	Digital Menu Board (TMBO101-75) Annual Subscription Fee, Each Digital Display (Qty. 1-75) Note: Price does not include Menu Boards or Chromebox, these will need to be provided by the district. Decline or Accept	\$275.00	\$TBD
TBD	Production Record Temperature Capture (TPRO101-75) Annual Subscription Fee, Each Thermometer (Qty. 1-75) Decline or Accept	\$200.00	\$TBD
TBD	Voice Notification (TVN100) Annual Subscription Fee, Each Enrolled Student Decline or Accept	\$.32	\$TBD
TBD	Text/SMS Notification (TSMS100) Annual Subscription Fee, Each Enrolled Student Decline or Accept	\$.32	\$TBD

Annual Subscription Fee **\$TBD**



Optional Services:

Quantity	Product	Each	Price
1	Professional Services, Remote (SERV101) Implementation & Training of Optional Accounts Receivable. Decline or Accept	\$400.00	\$400.00
1	Professional Services, Remote (SERV101) Implementation & Training of Optional Accounts Payable. Decline or Accept	\$400.00	\$400.00
1	Professional Services, Remote (SERV101) Implementation & Training of Optional General Ledger. Decline or Accept	\$400.00	\$400.00
1	Professional Services, Remote (SERV101) Implementation & Training of Optional Menu Boards Decline or Accept	\$400.00	\$400.00
TBD	Professional Services, On-site (SERV102) Professional Services. Services will be performed onsite according to the agreed upon project. The price covers (1) TITAN Application Consultant, per day. Note: All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed as incurred. Decline or Accept	\$1,200.00	\$TBD

Remote services will be performed according to the agreed upon project. Some fees may be increased based on actual modules and quantities selected.

One Time Services Fee **\$TBD**



Optional Hardware:

Option 1: One-Time Hardware Purchase

Quantity	Product	Each	Price
TBD	12 key Keypad (THW205L) 12 Key programmable USB Keypad w/LED Readout (Left side), 1 Year Warranty Decline or Accept	\$246.00	\$TBD
TBD	Orbital Scanner (THW208) Orbital USB Barcode Scanner, 1 Year Warranty Decline or Accept	\$239.00	\$TBD
TBD	Aures Yuno (THW101) All-in-One Touch Screen Computer: Yuno PCT – 15.6-inch Widescreen LCD, Intel Bay Trail J1900 Quad-Core 2.00+ GHz CPU, 4GB Ram, 64GB SSD, Windows 10 Industry Pro, 3 Year Warranty Decline or Accept	\$1,199.00	\$TBD
TBD	Wireless Option for Aures Yuno (THW101-WBM) Add Wireless Option to Aures Yuno Terminal, 3 Year Warranty Decline or Accept	\$100.00	\$TBD
TBD	Credit Card Scanner (THW220) Magtek Level 3 USB Security Credit Card Scanner, 1 Year Warranty Note: Price does not include transaction fee of 3.95%, per transaction. Decline or Accept	\$115.00	\$TBD
TBD	Inventory Scanner (THW301) Linea Pro 7 iPhone 7/8 Hardware Scanning Sled, 1 Year Warranty Note: Price does not include iPhone. Decline or Accept	\$599.00	\$TBD
TBD	Thermapen (THW310) Thermapen-Blue Thermometer, 1 Year Warranty Decline or Accept	\$200.00	\$TBD

One Time Hardware Fee **\$TBD**



Option 2: Hardware as a Service (HaaS), Annual Subscription

Hardware as a Service (HaaS) is a 4-year agreement. At the end of the 4-year term the district can either return the hardware or renew for another 4 years and then all new hardware will be provided.

Quantity	Product	Each	Price
TBD	12 key Keypad (THW205L), 4-year Subscription: Annual Hardware Subscription Fee (HaaS), Each 12 Key programmable USB Keypad w/LED Readout (Left side), 4 Year Warranty Decline or Accept	\$77.00	\$TBD
TBD	Orbital Scanner (THW609), 4-year Subscription: Annual Hardware Subscription Fee (HaaS), Each Orbital USB Barcode Scanner, 4 Year Warranty Decline or Accept	\$75.00	\$TBD
TBD	Aures Yuno (THW101), 4-year Subscription: Annual Hardware Subscription Fee (HaaS), Each Yuno PCT – 15.6-inch Widescreen LCD, Intel Bay Trail J1900 Quad-Core 2.00+ GHz CPU, 4GB Ram, 64GB SSD, Windows 10 Industry Pro, 4 Year Warranty Decline or Accept	\$375.00	\$TBD
TBD	Wireless Option for Aures Yuno (THW101W-WBM), 4-year Subscription: Annual Hardware Subscription Fee (HaaS), Each Add Wireless Option to Aures Yuno Terminal, 4 Year Warranty Decline or Accept	\$31.00	\$TBD
TBD	Credit Card Scanner (THW220), 4-year Subscription: Annual Hardware Subscription Fee (HaaS), Each Magtek Level 3 USB Security Credit Card Scanner, 4 Year Warranty Note: Price does not include transaction fee of 3.95%, per transaction. Decline or Accept	\$36.00	\$TBD
TBD	Inventory Scanner (THW301), 4-year Subscription: Annual Hardware Subscription Fee (HaaS), Each	\$188.00	\$TBD



	Linea Pro 7 iPhone 7/8 Hardware Scanning Sled, 4 Year Warranty Note: Price does not include iPhone. Decline or Accept		
TBD	Thermapen (THW310) Annual Hardware Subscription Fee (HaaS), Each Thermapen-Blue Thermometer, 4 Year Warranty Decline or Accept	\$63.00	\$TBD

Annual Hardware Subscription Fee **\$TBD**

POS Criteria for RFP

Name of Reviewer

Lucinda Marshall

Points

	Meals Plus	Harris	Titan	Horizon
Proposer's Qualification	10	9	10	10
Client References & Similar Projects	10	7	6	8
Company's overall experience	10	7	8	9
Adherence of the proposal in meeting the technology, functional, and implementation services requirements outlined in the document	30	24	27	28
Proposed Cost to NHPS	40	37	38	36

39,700 50,580 42,000 52,000

POS Criteria for RFP

Name of Reviewer
 347M
 Robert Aulus
 50580
 47
 34

Points	Name of Reviewer				
	Meals Plus	Harris	Titan	Horizon	
10	10	10	10	10	
10	9	7	6	8	
10	9	8	9	9	
30	28	25	26	27	
40	35	30	33	28	

91 80 84 82

POS Criteria for RFP

Name of Reviewer

gaitly

Points

	Meals Plus	Harris	Titan	Horizon
Proposer's Qualification	10	10	10	10
Client References & Similar Projects	10	8	8	8
Company's overall experience	10	8	8	8
Adherence of the proposal in meeting the technology, functional, and implementation services requirements outlined in the document	30	26	27	25
Proposed Cost to NHPS	40	37	38	36

57,101
~~40,350~~
~~41,100~~



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: Finance and Operations Committee
From: Sabina Sitaru, IT Manager - Interim
Re: F&O Agenda Item Request/Approval
PEPPM 2018 Catalog Agreement - Anti Virus Protection and Security Suite

Meeting Date: December 2, 2019

Executive Summary:

Approval is requested for a Purchase Order under State Contract PEPPM 2018 Catalog to CDW Government, Inc., 2 Enterprise Dr. Suite 404, Shelton CT 06484 to procure Symantec End Point Protection: Anti-Virus Protection and Security Suite.

Amount of Agreement: An amount not to exceed **\$31,950**

Funding Source: 2019-2020 IT Capital Account

Key Questions:

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

This service provides protection for the districts assets against cyber threats. Antivirus software is the "policeman" at the gate of a computer system. It protects the computer from incoming threats and seeks out, destroys and warns of possible threats to the system. New viruses are coming out all the time. It is the job of the antivirus software to keep up with the latest threats.

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?

Symantec End Point Protection: Anti Virus Protection and Security Suite supports academia's challenges around the plethora of opportunities and options provided by technological advancements in education.

3. 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.

Symantec has developed the SymEd solution. SymEd offers a solution that provides immediate cost savings through a new licensing program based on Full Time Employees (FTE) rather than per device models. In addition to cost savings through licensing and reduced infrastructure and operational costs, this packages includes increased management and security solutions

Copy of quote is attached.

QUOTE CONFIRMATION



DEAR ED CONNELLY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KZFM001	10/18/2019	KZFM001	8003459	\$31,950.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SYM SYMED SEC FTE 2500-4999 1Y	3000	4682475	\$10.65	\$31,950.00
Mfg. Part#: SYMED-SCR-MLT-2500-5K-FTE-1Y				
Electronic distribution - NO MEDIA				
Contract: PEPPM 2018 Catalog Agreement (PEPPM2018)				

PURCHASER BILLING INFO	SUBTOTAL	
Billing Address: NEW HAVEN PUBLIC SCHOOLS DEPT OF EDUCATION 54 MEADOW ST NEW HAVEN, CT 06519-1783 Phone: (203) 787-8900 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$31,950.00
	DELIVER TO Shipping Address: NEW HAVEN PUBLIC SCHOOLS DEPT OF EDUCATION 54 MEADOW ST NEW HAVEN, CT 06519-1783 Phone: (203) 787-8900 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Vincent Mulvihill (866) 773-7348	vinny@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239