



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Thomas Lamb, Chief Operating Officer  
**Date:** June 16, 2021  
**Re:** Approval of Legal Agreement with Depino Nuñez & Biggs

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**Contractor Name:** Depino Nuñez & Biggs

**Contractor Address:** 1160 Townsend Ave, New Haven, CT

**Is the contractor a Minority or Women Owned Small Business?** No

**Renewal or Award of Contract/Agreement?** Renewal

**Total Amount of Contract/Agreement and the Hourly or Service Rate:** \$50,000.00

**Contract or Agreement #:**

**Funding Source & Account #:** 2021-2022 Operating Budget 190-47700-56696

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

**1. What specific service will the contractor provide:**

The Board has historically and successfully leveraged the expertise of lobbying firms to assist in lobbying efforts with the State of CT agencies and elected officials. There are many aspect of the legislative cycle that require close monitoring and advocacy in order to maximize the potential benefit to the New Haven Board of Education particularly in the areas of funding support. There are also areas of the legislation where the Board could be strategically aided in order to influence language and application of laws, which can serve to maximize the positive impact for New Haven students. Over the years the strategic use of DNB lobbying services has helped the Board to realize many millions of dollars in state funding and grants.

In addition, the services have allowed the Board and its representatives to be actively at the table with decision makers during the legislative process to produce positive and supportive legislative results. Given the fiscal issues within the State it is critical that the Board have professional advocates monitoring our interests in Hartford throughout the legislative session

**2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: RFQ 2021**

3. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Renewal

1. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**  
No increase.

2. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?** N/A

3. **Is this a service existing staff could provide? Why or why not?**

DNB will provide specific lobbying at the State Capital and with our Federal Delegation. DNB also serves as the City's lobbying firm. The ongoing development of knowledge of, and cultivation of relationships at the State and Federal level lends itself in favor of continuing with this firm.

EXECUTED

ELECTRONIC

ORIGINAL

**AGREEMENT  
BY AND BETWEEN  
NEW HAVEN BOARD OF EDUCATION  
AND  
DEPINO, NUÑEZ AND BIGGS, LLC  
REGARDING  
LOBBYING SERVICES**

**A20-0991**

**PART I**

This Agreement, consisting of Parts I and II, Exhibit A and Exhibit B, effective the 1<sup>st</sup> day of July, 2020, by and between the Board of Education of the City of New Haven (hereinafter referred to as the "Board"), and DePino, Nuñez and Biggs, LLC with offices at 1160 Townsend Avenue, New Haven, Connecticut 06512 (hereinafter referred to as the "Contractor").

**WITNESSETH THAT:**

**WHEREAS**, the Board has determined that it needs the services of lobbying firm to assist the Board in legislative advice and lobbying assistance; and

**WHEREAS**, the Contractor submitted its qualifications; and

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

**WHEREAS**, funds for this Agreement are available from Account 190-47000-56694, pursuant Purchase Order No. 91331712-000 FY 2021.

**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 *Iline Tracey, Ed.D.* or such other person as they shall designate in writing.

103. The person responsible for the services to be performed by the Contractor shall be *Paul Nuñez, Partner*, 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.

105. Where the Contractor requires the use of a State Marshal to serve a party in New Haven County, the Contractor shall only utilize a marshal from the "Approved Marshal list" provided by the City.

## **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. In performing the services required under this Agreement, the Contractor shall consult with the Board of Education, and shall meet, as appropriate, with other Board or City of New Haven employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

203. The services to be performed by the Contractor shall be to represent the Board's interests before the Connecticut General Assembly, as more fully described in Exhibit A, attached hereto and fully incorporated herein, and as summarized as follows:

- a) The Contractor shall prepare correspondence and testimony, make appointments, monitor legislative activity, and communicate effectively with State legislators, General Assembly staff, Board representatives, and the City delegation and their staff, as well as political entities who share specific interests with the New Haven Board of Education. These activities shall be conducted in furtherance of the Board's legislative and executive agendas.
- b) The Contractor shall also provide the Board with monthly status reports concerning its activities on behalf of the Board.
- c) The Contractor will handle all required ethics and/or lobbying filings that may be required of the Board.

**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, 2021.

**SECTION 5: COMPENSATION**

501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

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; on-line research such as Lexis, WestLaw, Case Base, etc.; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; in-state 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 by the Board shall be made on a flat fee basis in the amount of Four Thousand One Hundred Sixty Six Dollars and Sixty Six Cents (\$4,166.66) per month.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

**SECTION 6: INSURANCE**

601. The Contractor shall defend, indemnify and hold harmless the City of New Haven, 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 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, which until changed by written notice, are as follows:

**CONTRACTOR:** Paul Nuñez  
DePino, Nuñez and Biggs, LLC  
1160 Townsend Avenue  
New Haven, Connecticut 06512

**BOARD:** Iline Tracey, Ed.D.  
Superintendent of Schools  
54 Meadow Street  
New Haven, Connecticut 06519

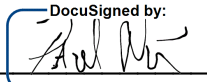
**IN WITNESS WHEREOF**, the parties have executed one (1) counterpart of this Agreement A20-0991 as of the day and year first above written.

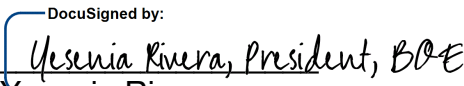
CONTRACTOR:

CITY:

**DEPINO, NUÑEZ AND BIGGS, LLC**

**CITY NEW HAVEN BOARD OF EDUCATION**

BY:   
605F35A80A504D6...

BY:   
Yesenia Rivera


Paul Nuñez  
Partner  
Duly Authorized

Yesenia Rivera  
President  
Duly Authorized

Date: March 2, 2021 | 12:58 PM EST

Date: March 2, 2021 | 5:48 PM EST

**Approved for Form and Correctness:**

  
4626C470AB5141D  
Elias A. Alexiades

Assistant Corporation Counsel

Date: March 2, 2021 | 1:39 PM EST

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

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

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

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

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

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

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this



Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

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

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

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

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's

representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment

practices, policies, programs and statistics of the Contractor and its subcontractors, if any;

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

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

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement

may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michael J. Pinto, COO  
**Re:** F&O Agenda Item Request/Approval of Agreement for Lobbying Services  
**Meeting Date:** June 1, 2020

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

Approval is requested for an Agreement for Lobbying and related services on behalf of the Board of Education with DePino, Nunez and Biggs, LLC located at 1160 Townsend Avenue, New Haven, CT from July 1, 2020 to June 30, 2021.

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

In an amount not to exceed \$50,000

**Funding Source & Account #:** 2020-2021 Operating Budget, Acct. #190-47000-56694

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?

The Board has historically and successfully leveraged the expertise of lobbying firms to assist in lobbying efforts with the State of CT agencies and elected officials. There are many aspect of the legislative cycle that require close monitoring and advocacy in order to maximize the potential benefit to the New Haven Board of Education particularly in the areas of funding support. There are also areas of the legislation where the Board could be strategically aided in order to influence language and application of laws, which can serve to maximize the positive impact for New Haven students. Over the years the strategic use of DNB lobbying services has helped the Board to realize many millions of dollars in state funding and grants.

In addition, the services have allowed the Board and its representatives to be actively at the table with decision makers during the legislative process to produce positive and supportive legislative results. Given the fiscal issues within the State it is critical that the Board have professional advocates monitoring our interests in Hartford throughout the legislative session.

2. What specific need will this contractor address?  
DNB will provide specific lobbying at the State Capital and with our Federal Delegation.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method

of selection:

DNB was selected by RFP several years ago. DNB also serves as the City's lobbying firm. The ongoing development of knowledge of, and cultivation of relationships at the State and Federal level lends itself in favor of continuing with this firm.

4. If this is a continuation service, when was the last time the alternatives were sought?  
This is a continuation of service. Maintaining continuity of lobbying services is prudent under the circumstances.

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

The Board has historically and successfully leveraged the expertise of lobbying firms to assist in lobbying efforts with the State of CT agencies and elected officials. There are many aspect of the legislative cycle that require close monitoring and advocacy in order to maximize the potential benefit to the New Haven Board of Education particularly in the areas of funding support. There are also areas of the legislation where the Board could be strategically aided in order to influence language and application of laws, which can serve to maximize the positive impact for New Haven students.

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

NA

7. Is this a new or continuation service?

This is a renewal of the current annual contract and the same billing rate

8. If this is a continuation service has cost increased?

This is a not to exceed contract for the same amount as the 2019-2020 school year.

- a) If yes, by how much?

NA

- b) What would an alternative contractor cost?

NA

- c) Is this a service existing staff could provide? Why or why not?

DNB provide professional and long cultivated contacts within the state and federal governments.

Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?

DePino, Nunez and Biggs, LLC have a demonstrated capacity and positive reputation of results for their clients. They represent many clients and interests across the state and have worked with City of New Haven and Board of Education in the past effectively. They have responsibly and completely responded to a posted RFP and have demonstrated the skill and capacity to fulfill the requirements laid out. The firms is also New Haven based and the main staff member assigned to this work is a long-time New Haven resident with children attending NHPS who has great experience and positive relationships with both the local and state elected delegations.

9. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)

NA

10. If the service is a professional development program, can the training be provided internally, by district staff?

a) If not, why not?

b) How will the output of this Agreement contribute to building internal capabilities?

11. Why do you believe this Agreement is fiscally sound? The contractor is fiscally sound in that it tracks the prior year costs for such services. This contract was bid during last year and has options to renew at the same rates which we are choosing to exercise here based on the effective services of the vendor who has helped us keep track of legislation, be in the room for critical fiscal meetings with legislators and state agents as well as to deliver testimony and comment when needed on legislation that may positively or negatively affect the District. I am confident that the lobbying efforts to date this past year have saved the District considerable revenue and avoided more negative results in tough budget items. Also, considering the ongoing budget talks through the summer maintaining consistency and continuity is critical.

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

The NHPS be risk of not maximizing its leverage and funding and policy effectiveness at the Connecticut State Capital.

***Last Year's agreement is attached. Corporation Counsel will draft the new agreement upon approval.***



**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



GOVERNMENT RELATIONS  
dnblobby.com

Dear Mr. Pinto:

We at DNB Lobby are pleased to represent the New Haven Public Schools before the State of Connecticut General Assembly and Executive branch. In these difficult times, we have been able to enhance the communication and the flow of information between the district and our government leaders. Still we are focused on advocating for the needed supports from State to make our district more successful. Even though the regular session may have been canceled, we are focused as ever in advocating for the New Haven Public Schools.

Before the legislative session was cancelled, DNB was working on a multi-pronged agenda:

1. Engaging and lobbying our legislative delegation regarding our needs.  
DNB is in constant communication with the delegation whether engaging one on one communication, coordinating conference calls or distributing memos and testimony. For example: at the outbreak of COVID-19 we recognized that the delegation wanted information of district operations. We were able to quickly set up a conference call with district leadership and address issues. We continue to share information with the delegation as needs arise, because of our communications we have also been able to address several State issues before they become larger problems.

2. Enhancing the relationship between the Governor's Office, SDE and the district.  
DNB frequently communicates with Executive level personnel on behalf of the district. We also provide meaningful introductions to important staff. Such was the case when we needed clarification on Alliance district funding, with one email to top SDE staff we were able to get an answer but more importantly we established a new connection and resource through the Deputy Commissioner.

3. Direct lobbying for increased fiscal and regulatory assistance  
This is the bulk of the work DNB provided during session and will continue to do so in order to ensure that district needs are met. Before the session was canceled our top three priorities included:

Increasing funding for the district:

We worked hand-in-hand with district leadership and parent stakeholders to identify needs and grants that would most impact the district. Before the close of session, we coordinated testimony for the Appropriations and Education Committees advocating for our needs.

Maintenance and Repair Support

We successfully advocated through our delegation for the inclusion of \$ 31million in this year's bond package that would allow urban districts such as NHPS to apply for dollars for maintainer and repair projects at schools.

Sheff Era Regulations

Due to changing demographics a the district has faced challenges in meeting the mandate of the Sheff case. As the initial 2 year moratorium was set to expire, we worked with our delegation to include language in legislation for another extension until the State came up with

better goals. This bill was not able to make it through the regular session due to the cancelled session.

Moving forward, DNB is prepared to continue working on existing projects and needs that have newly arisen due to COVID-19, including:

- Assuring workable reopening guidelines for our schools and students
- Ensuring that funding opportunities are afforded to the districts with most need
- Receive state bonding for our maintenance and repair needs
- Regulatory relief from Sheff era mandates.

We look forward to our continued advocacy on behalf of the students, teacher and administrators of the New Haven Public Schools!

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Nuñez', written over a light blue horizontal line.

Paul Nuñez