



NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

**NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING**

Monday, March 2, 2020

4:30 p.m.

Gateway Center – 2<sup>nd</sup> Floor Board Room

Chair: Mr. Matthew Wilcox

**Action Items**

**A. INFORMATION ONLY**

1. The Superintendent approved a Non-Financial Agreement by and between the New Haven Board of Education and Gateway Community College to provide Introduction to Corrections course for students at Cooperative Arts & Humanities Magnet School, from January 22, 2020 to May 19, 2020.  
**Presenter:** Ms. Val Jean Belton  
**(Pages #5-16)**
  
2. The Superintendent approved an Agreement by and between the New Haven Board of Education and Excel Academy, LLC, to provide a Certified Nurse Assistant (CNA) program for students, from March 11, 2020 to June 30, 2020 in an amount not to exceed \$13,180.00.  
**Funding Source:** Title IV Program  
**Acct. # 2511-6291-56903-0000**  
**Presenter:** Ms. Typhanie Jackson  
**(Pages #17-24)**
  
3. The Superintendent approved an Agreement by and between the New Haven Board of Education and Bulldog Tutors, LLC, to provide tutoring services in English, Science and Math to students at Hill Regional Career High School, from March 10, 2020 to June 12, 2020, in an amount not to exceed \$9,750.00.  
**Funding Source:** Title I Program  
**Acct. #2531-0063-56694-0063**  
**Presenter:** Dr. Zakia Parrish  
**(Pages #25-32)**
  
4. The Superintendent approved an Agreement by and between the New Haven Board of Education and Gateway Community College to provide the course, African American History to students at Hillhouse High School, from January 23, 2020 to May 19, 2020, in an amount not to exceed \$14,176.00.  
**Funding Source:** Title I Program  
**Acct. #2531-0062-56694-0062**  
**Presenter:** Mr. Glen Worthy  
**(Pages #33-40)**

5. The Superintendent approved an Agreement by and between the New Haven Board of Education and The Buck Institute for Education, to provide a professional development program for teachers at Roberto Clemente Leadership Academy for Global Awareness, focused on designing lessons and projects that include differentiation and socio-emotional learning, from March 10, 2020 to May 29, 2020, in an amount not to exceed \$16,500.00.

**Funding Source:** Magnet 16-19 Clemente Carryover Program  
**Acct. # 2517-6233-56694-0042**

**Presenter:** Ms. Peggy Moore  
**(Pages #41-61)**

6. The Superintendent approved an Agreement by and between the New Haven Board of Education and Alliance Children's Theatre, (ACT), to provide an after school theater program for Fair Haven School students, from March 10, 2020 to June 30, 2020, in an amount to exceed \$5,000.00.

**Funding Source:** State After School Program  
**Acct. # 2579-6205-56697-0016**

**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages #62-69)**

## B. ABSTRACTS

1. To approve the Abstract, Open Choice, in the amount of \$518,220.00 for July 1, 2019 to June 30, 2020.

**Funding Source:** CT State Department of Education

**Presenter:** Ms. Michele Bonanno  
**(Pages #70-75)**

## C. AGREEMENTS

1. To approve a Fiscal Sponsorship Agreement by and between the New Haven Board of Education and Higher Heights Youth Empowerment Programs, Inc., to serve as fiscal sponsor for a grant from the William Caspar Graustein Memorial Fund, to support the New Haven School District DELT Equity Action Plan, from October 1, 2019 to September 30, 2020, in an amount not to exceed \$100,000.00.

**Presenter:** Ms. Kanicka Ingram-Mann  
**(Pages #76-88)**

2. To approve an Agreement by and between the New Haven Board of Education and Gateway Community College to provide Introduction to Criminal Justice and Introduction to Peace and Conflict Studies courses to students from High School in the Community, from January 23, 2020 to May 19, 2020, in an amount not to exceed \$32,463.00.

**Funding Source:** Magnet 17-22 HSC Program  
**Acct. # 2517-6255-56694-0066**

**Presenter:** Mr. Matthew Brown  
**(Pages #89-97)**

3. To approve an Agreement by and between the New Haven Board of Education and Dr. Yann B. Poncin, to provide psychiatric consultation and professional development, from March 10, 2020 to June 30, 2020, in an amount not to exceed \$20,000.00.

**Funding Source:** IDEA Program  
**Acct. # 2504-5034-56903**  
**Presenter:** Ms. Typhanie Jackson  
**(Pages #98-112)**

4. To approve an Agreement by and between the New Haven Board of Education and Common Ground Charter School, to provide Special Education services for New Haven students attending Common Ground to comply with their IEPs, from August 29, 2019 to June 30, 2020, in an amount not to exceed \$140,000.00.

**Funding Source:** IDEA Program  
**Acct. #2504-5034-56903-0000 (\$100,000.00)**  
**Operating Budget**  
**Acct. # 190-494-00-56694 (\$ 40,000.00)**  
**Presenter:** Ms. Typhanie Jackson  
**(Pages #113-118)**

5. To approve an Agreement by and between the New Haven Board of Education and Total Communications, to provide a solution within the Cisco Cohesity product to implement a gradual and ongoing improvement with Ransomware protection to the IT network, from July 1, 2020 to June 30, 2025, in an amount not to exceed \$444,611.00.

**Funding Source:** Capital Projects  
**Acct. # 3C20-2075-58704**  
**Presenter:** Ms. Sabina Sitaru  
**(Pages #119-174)**

6. To approve Amendment #1 to the Agreement by and between the New Haven Board of Education and Go To Commercial Cleaning Services, LLC, 118 Kendall Street, New Haven, CT for Facilities Maintenance, Custodial Management and Energy Management increasing the compensation amount from \$1,470,030.63 by \$111,880.00 to \$1,581,910.63 for additional scope of service to cover duties from retired district supervisor for FY2019-20.

**Funding Source:** 2019-2020 Operating Budget  
**Acct. #190-47000-56694**  
**Presenter:** Mr. Michael Pinto  
**(Pages #175-188)**

#### D. CHANGE ORDERS

1. To approve Change Order #1 to On Call HVAC Repairs Contract #2163A-1-2 to Tucker Mechanical, 367 Research Parkway, Meriden, CT, increasing from \$200,000.00 by \$100,000.00 to \$300,000.00 for HVAC repairs.

**Funding Source:** Capital Projects  
**Acct. # 3C19-19CC-58101**  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #189-191)**

2. To approve Change Order #1 to On Call HVAC Repairs Contract #21632B with Boisvert Plumbing, LLC, 11650 Main Street, Suite 300, East Hartford, CT, to increase amount from \$200,000.00 by \$100,000.00 to \$300,000.00 for HVAC repairs for remainder of fiscal year.

**Funding Source:** Capital Projects  
Acct. #3C19-19CC-58101

**Presenter:** Mr. Joseph Barbarotta  
**(Pages #192-194)**

3. To approve Change Order #1 to PO #20200901 for Hillyard Inc., 127 Park Avenue, Hartford, CT, increasing amount from \$75,000.00 by \$37,000.00 to \$112,000.00 for On-Call Custodial Equipment repairs required for summer cleaning program.

**Funding Source:** Capital Projects  
Acct. # 3C20-2071-58101

**Presenter:** Mr. Joseph Barbarotta  
**(Pages # 195-197)**



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Val-Jean Belton  
**Date:** February 9, 2020  
**Re:** Gateway Partnership

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**Executive Summary/ Statement:** (Please provide 1-2 sentences describing the Service – do not leave blank): Gateway provides free college courses for students at Co-Op for college credit.

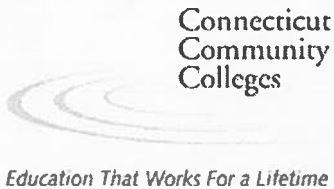
**Amount of Agreement and the Daily, Hourly or per Session Cost:**

**Funding Source & Account #:** N/A

**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 service is aligned with the districts continuous improvement plan because it allows s and the college environment prior to graduating from High School. It also address the college and career readiness of students who enroll.
2. What specific need will this contractor address? The student need addressed is the early college experience. The early college experience will address student strong work ethnics, time management skills, improve critical thinking and writing skills and gain knowledge that will help them stay focused in their high school classes.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: The contractor has been a community partner for the school for the last 10 or so years, providing college course at no cost.
4. If this is a continuation service, when was the last time the alternatives were sought? There have been no request to seek alternatives because students have continued to utilize this service year after year.
5. What specific skill set does this contractor bring to the project? Providing students with college credit and classes.
6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):

7. Is this a new or continuation service? Continuation service.
8. If this is a continuation service has cost increased?  
a) If yes, by how much? No cost to the school  
b) What would an alternative contractor cost? N/A  
c) Is this a service existing staff could provide? Why or why not? Existing staff cannot provide this service. Students are engaging in college level classes.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? Performance is monitored by student survey and the data collected on the number of students who receive the college credit.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) N/A
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A  
a) If not, why not?  
b) How will the output of this Agreement contribute to building internal capabilities?
12. Why do you believe this Agreement is fiscally sound? I believe the Agreement is fiscally sound because students and the school receiving the service at no cost. The agreement allows the contractor to barter for space in the building.
13. What are the implications of not approving this Agreement? The implication of not improving the agreement would be harsh for students. They would not have the experience of the early college experience, and to possibly to gain dual credit for college.



Original  Amendment  ID #1500

State Contracting Agency: Connecticut State Colleges and Universities  
On behalf of Gateway Community College

Street: 20 Church Street

City: New Haven State: CT Zip: 06510

Tel#: 203-285-2523

Hereby enters into a Contract with:

Contractor's Name: New Haven Board of Education – Cooperative Arts and Humanities Magnet High School

Street: 54 Meadow Street

City: New Haven State: CT Zip: 06519

Tel#: 475-220-1372 E – MAIL: Patricia.demaio.new-haven.k12.ct.us

The term of this contract is from 1/22/2020 through 5/19/2020.  
 This Contract shall become effective as of the date of signature by the Contracting Agency's authorized official and, where applicable, the date of approval by the Connecticut Office of the Attorney General (OAG). Upon such execution, this contract shall be deemed effective for the entire term. No amendment to this contract shall be valid or binding upon the parties unless made in writing, signed by the parties, and, where applicable, approved by the OAG.

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

Contractor should address all contract questions to:  
 Kelly Levinson, Fiscal Administrative Officer, 201-285-2523, [klevinson@gatewayct.edu](mailto:klevinson@gatewayct.edu)  
 Contractor should address all questions regarding the scope or performance of services to:  
 Donnell Hilton, 203-285-2375, [dhilton@gatewaycc.edu](mailto:dhilton@gatewaycc.edu)  
 Contracting Agency should address all contract questions to:  
 Pat DeMaio, Grant Manager, 475-220-1372, [patricia.demaio@new-haven.k12.ct.us](mailto:patricia.demaio@new-haven.k12.ct.us)

FOR INTERNAL USE ONLY

EXPENSE CODING	FISCAL YR20	AMOUNT	NOTES
Banner Fund Code:		\$0.00	
Banner Org Code:			
Banner Account Code:			
Banner Program Code:			

**SECTION 1 - DESCRIPTION OF SERVICES**

**1.1 Services.**

- (a) This Client Services Agreement (hereinafter the "Contract") is made by and between **Gateway Community College** (hereinafter the "Institution" or "State" or "State Contracting Agency"), a constituent unit of the State of Connecticut System of Higher Education with an address of **20 Church Street, New Haven, Connecticut 06510**, and **New Haven Board of Education** (hereinafter the "Client Business" or the "Contractor") with a principal place of business at **54 Meadow Street, New Haven, Connecticut 06510**.
- (b) As indicated in the table(s) below, **Gateway Community College** shall provide those recruited or identified by the Client Business (hereinafter referred to as "Students") the following training course(s) for the Client Business during the semester stated per course:

Course # 1	
Name:	<b>Introduction to Corrections</b>
Number:	CJS 102
Description:	A study of the history, philosophy, and evolution of corrections. The course examines the following processes used by our courts: probation, parole, treatment programs, and rehabilitation models. Punishment and the functions of our jails and prisons are examined. Additional topics include plea-bargaining, speedy trial, sentencing, prisoner's rights, victimization, and juvenile justice.
Credit Hours:	3
Duration:	<u>1/23/2020</u> through <u>5/19/2020</u> Tuesdays and Thursdays, 7:15 am to 8:35 am
Location:	<b>Gateway Community College, 20 Church Street, New Haven, CT 06510, Room TBA</b>
Goal:	At the end of this course, <b>Cooperative Arts and Humanities High School</b> seniors will be able to: <ul style="list-style-type: none"> <li>• Explain the history, philosophy, and evolution of corrections.</li> <li>• Examine the following processes used by our courts: probation, parole, treatment programs, and rehabilitation models. Examine punishment and the functions of our jails and prisons.</li> <li>• Demonstrate an understanding of topics; including plea-bargaining, speedy trial, sentencing, prisoners' rights, victimization, and juvenile justice.</li> </ul>
Course Session(s):	The course shall consist of up to 32 sessions with a minimum of 13 students and a maximum number of 25 Students.
Course Curriculum:	The Institution shall be responsible for providing the course curriculum.
Course Materials:	The Client Business shall purchase the books and materials needed for this course.



(c) During the term of this Contract, Students shall be entitled to the use of the Institution's educational resources and related facilities.

- 1.2 **Professional Standards.** In rendering services under this Contract, the Institution shall conform to high professional standards of work and business ethic. The Institution warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Contract, the Institution agrees to provide to the Contractor in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Contractor, such services as the Contractor requests, provided in this Contract.
- 1.3 The Institution will provide a 3-credit course agreed upon by the two parties for the spring 2020 semester.
- 1.4 The Institution will schedule basketball practices for the GCC Women's Basketball team, Monday thru Friday, from December 15, 2019 thru April 30, 2020 at the Contractor's site in exchange for providing the Contractor with the agreed upon course.

## **SECTION 2 - COST AND SCHEDULE OF PAYMENTS**

### **1. State Liability.**

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

### **2. Total Contract Not to Exceed.**

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

### **3. Invoicing and Payment**

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

*No invoice shall be submitted as there is no cost to the Contractor.*

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

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

## **SECTION 3 - OTHER TERMS AND CONDITIONS**

### **1. Claims Against The State:**

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

## 2. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the College prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the College. The College shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the College or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

## 3. Sovereign Immunity:

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

## 4. Forum and Choice of Law:

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

## 5. Termination:

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

- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College.

**6. Nondiscrimination:**

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

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

#### 7. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the *College* shall provide a copy of these orders to the Contractor.

#### 8. Contracting with State Employees or Related Family/Business

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

C.G.S. § 1-84 (i) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment as a state employee, or a contract with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of the public official's duties unless such public official has authority or control over the

subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

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

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

**ACCEPTANCES AND APPROVALS**

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

**By the Contractor**

**New Haven Board of Education**

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

**Dr. Iline P. Tracey, Interim Superintendent**

(Typed/Printed Name and Title of Authorized Official)

**By the State Contracting Agency**

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

**Gateway Community College**

Contracting Agency Name

Signature (Authorized Official)

Date

**Adell Brown, Jr., Ph.D., Interim Dean of Administrative Services**

(Typed/Printed Name and Title of Authorized Official)

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

Signature

Date

(Typed/Printed Name)

Assistant / Associate Attorney General





NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Student Service/Special Education  
**Date:** Tuesday, February 11, 2020  
**Re:** Contract between NHPS and Excel Academy, LLC

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**Executive Summary/ Statement:** Excel Academy, LLC will offer CNA training program, preparing students for entry level employment into the health care field. The Excel Academy, LLC programs use learning as motivation for students to experience personal growth and success.

**Amount of Agreement and the Daily, Hourly or per Session Cost: \$1318 for each student for a total of 10 students.**

**Funding Source & Account #: Title IV # 2511-6291-56903-00**

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

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

This service is aligned with the District Continuous Improvement Plan because it will provide students with workforce experience and certification to prepare them for future employment.

2. What specific need will this contractor address?

Work force experience and certification.

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:

Sole Source

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

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

CNA Training certification

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

7. Is this a new or continuation service?    New

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

a) If yes, by how much?

b) What would an alternative contractor cost?

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

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

Evaluation of the program will be evaluated through communication, certification given to students and observational data.

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

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

a) If not, why not? No, this training cannot be provided by NHPS employee.

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

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

This contract is fiscally sound as the district maintain oversight of reimbursement which does not exceed that of what is provided for students with special needs with the New Haven Public Schools.

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



NEW HAVEN PUBLIC SCHOOLS

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

**Excel Academy, LLC**

FOR DEPARTMENT/PROGRAM:

**New Haven Public Schools**

This Agreement entered into on the 03<sup>rd</sup> day of February, 2020, effective on the 11<sup>th</sup> day of March, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, Excel Academy, LLC located at, 419 Whalley Avenue, Suite 404, 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 \$1,200 per student, plus materials in the amount of \$118 per student for a total of 10 students at Riverside Academy hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **Thirteen Thousand One Hundred Eighty Dollars (\$13,180)**. 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 IV of the New Haven Board of Education, **Account Number:** 2511-6291-56903, **Location Code:** 00

This agreement shall remain in effect from **March 11, 2020 to June, 30, 2020.**

**SCOPE OF SERVICE:**

Excel Academy, LLC will offer CNA training program, preparing students for entry level employment into the health care field. The Excel Academy, LLC programs use learning as motivation for students to experience personal growth and success. It is their mission to educate students who are prepared to provide the highest quality of care to patients and outstanding service to employers. Excel Academy, LLC shall assume responsibility for administration of clinical program, including, but not limited to, curriculum development, grading, requirements for scheduling, and classroom/clinical hours. Students will be required to participate in the training program to meet the health requirements of the state regulatory agency. Proof of compliance will be made available whenever required before participation in any program.

### **Instructor Responsibilities: Clinical Rotation**

- Instructors will orient students to their assigned unit and assure their preparation for practice at the beginning of each clinical day.
- The clinical coordinator/instructor will complete the CNA student assignment schedule form prior to the start date of the clinical experience and send it to the Nursing School Clinical Manager.
- The instructor will consult with the Charge Nurse before making patient assignments.
- Instructors will directly supervise students performing procedures unless delegation of this task has been pre-arranged between the instructor and the RN or any facility representative.
- The facility will provide orientation and provide regulatory and safety compliance training to participating students and Excel Academy faculty relative to its facilities, and its rules, regulations, policies and procedures, including with respect to its Bloodborne Pathogen Exposure Control plan.
- Assignments should be made before the clinical experience to provide adequate student preparation.-Assignments will be approved by the facility Charge Nurse.
- Excel Academy shall direct all students and instructors to respect the confidential nature of all medical or personnel information relating to the facility.
- Excel Academy will advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable.
- The number and type of patients available to students at any given time may vary and limit the number of student assignments available.
- A maximum of 10 students will be supervised at a given time.
- The clinical instructor will be in the facility and readily available to students during clinical time.
- No student or instructor will be allowed to leave a facility for breaks of any length of time including breakfast- lunch and dinner.
- The instructor will inform the Charge Nurse when the students will be off the unit floor and how he/she can be contacted.
- The instructor will notify the clinical facility representative when a clinical group will be absent.
- Instructors will evaluate their experiences at any facility at the end of each clinical visit via post conference.

### **Student Responsibilities**

- The instructor, prior to the clinical rotation, will discuss the skills and care that will be performed by the students with the Clinical facility Director/ Patient Care Coordinator.
- Excel Academy shall provide the student with appropriate content and clinical application of skills conforming to skills and knowledge required for patient care. At no time will any student witness any legal documents, patient records, or photocopy or print any facility computer record.

- Students will wear an Excel Academy uniform or scrubs with a school/name and identification when in patient care areas. Dress will comply with the facility Personal Appearance Policy.
- Students are expected to follow the guidelines outlined in the Facility agreement.
- Students are not to be used in lieu of appropriate clinical staffing.
- Student must have a competency check-off sheet on file with Excel Academy. This check-off sheet must be maintained and readily available if such documentation is required by state or other credentialing agencies.
- Students will be encouraged to ask questions of their instructor so that their learning needs can be met.
- If a student performs or is explained a specific task such as observing the use of a Hoyer transfer while attending a clinical site (only tasks that conform with a classroom skills) and can explain same with proficiency, an instructor may sign off on the students check off sheet while documenting when and where the skill was performed or witnessed.

### **Nondiscrimination**

Neither party to this memorandum shall discriminate pursuant to Title VI of the Civil Rights Act of 1964 with respect to race, age, sex, color, creed, or national origin; Title IX of the Educational Amendments of 1972; and relevant provisions of the Americans with Disabilities Act.

**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

1/13/2020  
Date

\_\_\_\_\_  
Date

  
Contractor Printed Name & Title

Revised: 12/3/19



NEW HAVEN PUBLIC SCHOOLS

**EXHIBIT B**

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

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

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

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

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

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

Revised: 10/2/18





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:** February 13, 2020  
**Re:** Bulldog Tutors LLC Agreement

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**Executive Summary/ Statement:** Bulldog Tutors LLC will provide assistance for students in English, Science and Math classes during their independent task time. The tutors will be responsible for Math content in Algebra, Geometry, and Algebra 2; Science content in Integrated Science, Biology, and Chemistry; and English content up to standard senior year English.

**Amount of Agreement and the Daily, Hourly or per Session Cost:** \$75.00 per hour, total agreement not to exceed \$9,750.00

**Funding Source & Account #:** Title 1 – 2531-0063-56694-0063

**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 service provided by Bulldog tutors aligns to the district priority of academic achievement in the areas of Math, English and Science. Tutors will provide individual instruction for both at risk students and students who require accelerated instruction, through personalized, supportive approaches based on strengths.**
2. What specific need will this contractor address? **Bulldog Tutors will provide assistance for students in English, Science, and Math classes during their independent tasks time. The tutors will be responsible for Math content in Algebra, Geometry, and Algebra 2; Science content in Integrated Science, Biology, and Chemistry; and English content up to standard senior year English.**

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: **Sole Source**
4. If this is a continuation service, when was the last time the alternatives were sought? **N/A**
5. What specific skill set does this contractor bring to the project? **Bulldog tutors employs Yale students who are skilled in mathematics, writing and scientific concepts that bring their academic expertise to support small group instruction in our classes.**
6. How does this contractor fit into the project as a whole? **The purpose of Title I funds is to provide support to schools in order to improve student achievement in the areas of literacy and numeracy. We are focusing on providing support during core Math, English and Science classes, so that students who need in-class intervention or extension can receive it.**
7. Is this a new or continuation service? **This is a new service.**
8. If this is a continuation service has cost increased? **N/A**
  - a) If yes, by how much?
  - b) What would an alternative contractor cost?
  - c) Is this a service existing staff could provide? Why or why not?
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? **Bulldog tutors will provide the school with a 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.**
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) **N/A**
11. If the service is a professional development program, can the training be provided internally, by district staff? **N/A**
  - a) If not, why not?
  - b) How will the output of this Agreement contribute to building internal capabilities?
12. 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 other schools in NHPS and their services are offered at a reasonable cost.**
13. What are the implications of not approving this Agreement? **In the event this agreement is not approved it will require the school to try to identify some other means of providing in-class**

**support to students in need of targeted intervention which would most likely result in a loss of Title I funds due to the short timeframe allotted to identify a satisfactory alternative.**



NEW HAVEN PUBLIC SCHOOLS

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

FOR DEPARTMENT/PROGRAM:

**Hill Regional Career High School**

This Agreement entered into on the 9th day of March, 2020, effective on the 10th day of March, 2020, by and between the New Haven Board of Education (herein referred to as the "Board" and, Bulldog Tutors, LLC located at, 142 Temple Street Suite 302, 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 \$75.00 per hour, for a total of 130 hours.

The maximum amount the contractor shall be paid under this agreement: Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00). 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 1 Program Grant** of the New Haven Board of Education, **Account Number:** 2531-0063-56694 **Location Code:** 0063.

This agreement shall remain in effect from March 10, 2020 to June 12, 2020.

**SCOPE OF SERVICE:** Bulldog Tutors LLC will provide assistance for students in English, Science and Math classes during their independent tasks time. The tutors will be responsible for Math content in Algebra, Geometry and Algebra 2; Science content in Integrated Science and Biology and Chemistry; and English content up to standard year senior English. Tutors will be available on one day per week for each block schedule (A and B Days) for approximately 8 days per month.

*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

February 13, 2020  
Date

\_\_\_\_\_  
Date

James Gregg, COO  
Contractor Printed Name & Title

Revised: 12/3/19



Exhibit A

Dr. Zakia Parrish  
Career High School  
140 Legion Avenue  
New Haven, CT 06519

2/4/2020

Dear Dr. Parrish,

It was a pleasure to speak with you on the phone. We are very excited about the prospect of partnering with Career High School this year. Below, I have outlined a proposal for this year's services.

**Scope of Service:**

Bulldog Tutors will provide assistance for students in English, Science, and Math classes during their independent tasks time. The tutors will be responsible for math content in Algebra, Geometry, and Algebra 2; science content in Integrated Science, Biology, and Chemistry; and English content up to standard senior year English.

**Proposed schedule and pricing - two days per week:**

- One A day and one B day per week
  - Blocks 2, 3 and 4 (9:14am-2:15pm) - 5 hours per day
- 10 hours per week at \$75 per hour = \$750 per week

**Total proposed cost per month (assuming 8 days per month): \$3,000**

Please let me know which plan you prefer and 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



**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:** Glen Worthy, Principal James Hillhouse High School  
**Date:** February 24, 2020  
**Re:** Gateway community College

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### **Executive Summary/ Statement:**

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

A maximum of 25 students will attend Gateway Community College to take a course in African American History.

**Amount of Agreement and the Daily, Hourly or per Session Cost: \$14, 176.00; 25 students at \$567.04 per student.**

**Funding Source & Account #: 2531-0062-56694-0062**

**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? One of our priorities is to ensure all students are college and career ready.
2. What specific need will this contractor address? The course shall consist of 32 sessions. The course will demonstrate the significant role African-Americans have played in history. Starting in Africa, stresses such topics as slave trade and slavery. Continuing through the Colonial and antebellum periods to the Reconstruction and segregation eras, places the African-American in the proper perspective within the fully dimensional picture of America.
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: Students across the district have participated in dual-enrollment at Gateway CC.
4. If this is a continuation service, when was the last time the alternatives were sought? Yes.

5. **What specific skill set does this contractor bring to the project? See above #2**
6. **How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):**
7. **Is this a new or continuation service? Continuation.**
8. **If this is a continuation service has cost increased? No.**
  - a) **If yes, by how much?**
  - b) **What would an alternative contractor cost?**
  - c) **Is this a service existing staff could provide? Why or why not? No. n this program students will be gaining college credits.**
9. **Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? Student's successfully obtaining credits.**
10. **If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)**
11. **If the service is a professional development program, can the training be provided internally, by district staff?**
  - a) **If not, why not?**
  - b) **How will the output of this Agreement contribute to building internal capabilities?**
12. **Why do you believe this Agreement is fiscally sound? Dual enrollment allows high school students to take college classes while they are still enrolled in high school. ... High school students who complete dual-enrollment classes generally take fewer classes in college and save money on total college costs. Not all students are eligible to take dual-enrollment classes.**
13. **What are the implications of not approving this Agreement? Students do not gain college credits in while in high school.**

**CLIENT SERVICES AGREEMENT**

**State Contracting Agency:** Gateway Community College

**Street:** 20 Church Street

**City:** New Haven **State:** CT **Zip:** 06510

**Tel#:** 203-285-2523

Hereby enters into a Contract with:

**Client Business:** New Haven Board of Education: James Hillhouse High School

**Street:** 54 Meadow Road

**City:** New Haven **State:** CT **Zip:** 06519

**Tel#:** 475-220-1372 **E-Mail:** Patricia.demaio@new-haven.k12.ct.us

The term of this Contract is from 1/23/2020 through 5/19/2020.

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

Client Business agrees to make payment to the State Contracting Agency.  
 Total cost for services performed under this Contract shall not exceed: \$ 14,176.00  
 Total number of courses: 1

This Contract shall remain in full force and effect for the entire term of the Contract period, stated above, unless cancelled by either party, by giving the number of day's written notice

REQUIRED NO.  
 OF DAYS  
 WRITTEN NOTICE  
30

Client Business should address all contract questions to:  
 Kelly Levinson, Fiscal Administrative Officer, 203-285-2523, klevinson@gatewayct.edu  
 Client Business should address all questions regarding the scope or performance of services to:  
 Donnell T. Hilton, Dual Enrollment Specialist, Gateway Community College, 203-285-2374, dhilton@gatewayct.edu  
 State Contracting Agency should address all contract questions to:  
 Patricia DeMaio, Grants Manager, 475-220-1372, patricia.demaio@new-haven.k12.ct.us

FOR INTERNAL USE ONLY

REVENUE CODING	FISCAL YR(s)	AMOUNT	NOTES:
Banner Fund Code:		14,176.00	Title I Acct # 2531-0062-56694-0062
Banner Org Code:			
Banner Account Code:			
Banner Program Code:			

**1. DESCRIPTION OF CONTRACT SERVICES**

**1.1 Services.**

- (a) This Client Services Agreement (hereinafter the "Contract") is made by and between **Gateway Community College** (hereinafter the "Institution" or "State" or "State Contracting Agency"), a constituent unit of the State of Connecticut System of Higher Education with an address of **20 Church Street, CT 06510**, and **New Haven Board of Education: James Hillhouse High School** (hereinafter the "Client Business" or the "Contractor") with a principal place of business at **54 Meadow Street New Haven, CT 06519**.
- (b) As indicated in the table(s) below, **Gateway Community College** shall provide those recruited or identified by the Client Business (hereinafter referred to as "Students") the following training course(s) for the Client Business:

Course # 1	
Name:	African American History
Number:	HIS 216
Description:	Demonstrates the significant role African-Americans have played in history. Starting in Africa, stresses such topics as slave trade and slavery. Continuing through the Colonial and antebellum periods to the Reconstruction and segregation eras, places the African-American in the proper perspective within the fully dimensional picture of America.
Credit Hours:	3
Duration:	These courses shall be held from 3:15 PM to 4:35 PM on the following dates: Tuesdays and Thursdays from January 23, 2020 to May 19, 2020.
Location:	<b>Gateway Community College, 20 Church Street, New Haven, CT 06510 Room TBA</b>
Goal:	The Goal of this training course is that at the end of this course, James Hillhouse High School students will: Understand the significant role African-Americans have played in history.
Course Session(s):	The course shall consist of 32 sessions with a minimum of 13 Students and a maximum of 25 Students. Each session shall consist of 1.5 hours.
Course Curriculum:	The Institution shall be responsible for providing the course curriculum, which shall be agreed upon by both parties.
Course Materials:	The Institution shall purchase the books and materials needed for this course.

- (c) During the term of this Contract, Students shall be entitled to the use of the Institution's educational resources and related facilities.
- (d) In the event that severe weather conditions or other unforeseen circumstances preclude the course(s) from meeting as scheduled, the course(s) shall be rescheduled by mutual agreement of the parties.

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

**2. COST AND SCHEDULE OF PAYMENTS**

- 2.1 **State Liability.** The State of Connecticut and the State Contracting Agency shall assume no liability for delivery of educational services to be performed under the terms of this Contract until the Contract is fully executed by the State Contracting Agency, the Client Business, and if applicable, by the Connecticut Attorney General.
- 2.2 **Total Contract Not to Exceed.** The Client Business shall pay the Institution a total sum not to exceed **\$14,176.00** for services performed under this contract.
- 2.3 **Invoicing and Payment.** The parties mutually agree that:
- (a) The Institution shall submit invoices to the Client Business in accordance with the schedule below for the following course(s):
    - (i) **African American History** Course: The Client Business shall pay the Institution **\$14,176.00** for the complete cost of the course.
  - (b) Invoices shall, at a minimum, include the Client Business name, the Contract Description and/or Identification Number, the billing period, and an itemization of services delivered and amounts invoiced.
  - (c) Payment shall be made to the Institution at the address indicated on Page 1, to the attention of the Business Office / Accounts Receivable Department within 30 days after receipt of invoices.

3. **GENERAL PROVISIONS – STATE OF CONNECTICUT.** References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Client Business.

- 3.1 Client Business, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
- 3.2 **Claims Against the State.** The Client Business agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Client Business further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 3.3 **Insurance.** The Client Business agrees that while receiving services specified in this Contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the Client Business work site and the service(s) to be received so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the State Contracting Agency.
- 3.4 **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business 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.
- 3.5 **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 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 Agreement expressly acknowledges receipt of the State Election 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, referenced herein as Exhibit A.
- 3.6 **Non Discrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such

party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

- 3.7 **Family Educational Rights and Privacy Act.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this Contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this Contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of this Contract.
- 3.8 **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
- 3.9 **Entire Agreement.** This written Contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the State Contracting Agency. This Contract may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General.
- 3.10 **IN WITNESS WHEREOF,** the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**CLIENT BUSINESS**

**New Haven Board of Education: James Hillhouse High School**

**STATE CONTRACTING AGENCY**

**Gateway Community College**

**Statutory Authority: C.G.S. §§ 10a-6, 4a-52a and 10a-151b**

By: \_\_\_\_\_  
Print Name: Dr. Iline P. Tracey  
Title: Interim Superintendent  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Adell Brown, Jr., Ph.D.  
Title: Interim Dean of Administrative Affairs  
Date: \_\_\_\_\_

**By the Connecticut Attorney General**

This Contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.




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## NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

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### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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### DUTY TO INFORM

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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.

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### PENALTIES FOR VIOLATIONS

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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.

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### CONTRACT CONSEQUENCES

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In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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## DEFINITIONS

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"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 a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.





NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Roberto Clemente Leadership Academy for Global Awareness  
**Date:** 11/13/19  
**Re:** Partnership with The Buck Institute for Education

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**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: \$4,125.00 per day. Total agreement: \$16,500.00 (4 days)**

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

**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? 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. What specific need will this contractor address? The Buck Institute will bring pedagogical skill set in the area of rigorous unit revision and strategies for differentiation through PBL.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: The Buck Institute and Roberto Clemente have had a partnership since 2016 that was written into the original grant. The Buck Institute is a high respected company that is at the forefront for providing professional development to educators.
4. If this is a continuation service, when was the last time the alternatives were sought?  
New Service

5. 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.
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): They are written into the magnet grant for the school as a partner.
7. Is this a new or continuation service?    New service
8. If this is a continuation service has cost increased?
  - a) If yes, by how much?
  - b) What would an alternative contractor cost?
  - c) Is this a service existing staff could provide? Why or why not?
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? 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.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
11. If the service is a professional development program, can the training be provided internally, by district staff? The training cannot be provided by the district.
  - a) If not, why not? 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. They are
  - b) How will the output of this Agreement contribute to building internal capabilities?
12. 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.
13. What are the implications of not approving this Agreement? Grant requirements may not be met.



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 6<sup>th</sup> day of February, 2020, effective (*no sooner than the day after Board of Education Approval*), the 10<sup>th</sup> day of March, 2020 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 in the amount of \$4,125.00 per day, for a total of \$16,500.00 (4 Days).

The maximum amount the contractor shall be paid under this agreement: Sixteen thousand five hundred dollars(\$16,500.00). 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 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 March 10, 2020 to May 29, 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.

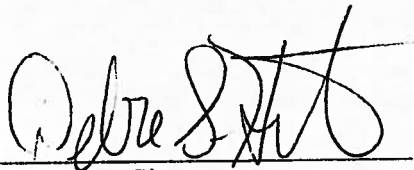
**Exhibit A: Scope of Service:** Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

**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

2-07-2020  
Date

\_\_\_\_\_  
Date

Debra S. Hunter, Chief Strategy and Operations Officer  
Contractor Printed Name & Title

Revised: 12/3/19

SCHOOL & DISTRICT SERVICES

# Services Agreement

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

Agreement Number: A-3134  
Agreement Date: February 5, 2020

---

## Address Information

**Bill to:**

360 Columbus Avenue  
New haven, CT 06519

**Ship to:**

360 Columbus Avenue  
New haven, CT 06519

## Billing Information

**Company:** Roberto Clemente  
Leadership Academy

**Contact Name:** Michael  
Youngman

**Email Address:** michael.youngman@new-haven.k12.ct.us

**Phone:**

**Fax:**

---

### 1. Description of Work:

- a. Buck Institute for Education dba PBLWorks (“PBLWorks”) and Roberto Clemente Leadership Academy (“the Client”) are contracting to work together via this Services Agreement on professional development services designed to create knowledge and understanding of Project Based Learning (“PBL”). Our work together includes the services specified in the Table below.

## School & Teacher Services

<b>PBLWorks Provided Services</b>	<b>Timeline</b>	<b>Maximum Participants</b>	<b>Duration</b>	<b>Quantity</b>	<b>Item Cost</b>	<b>Total Cost</b>
Teacher Sustained Support Visit (2-day)	April 6, 2020 - April 7, 2020	35 attendees	2 days	1 visit	\$8,250.00 /visit	\$8,250.00
Teacher Sustained Support Visit (2-day)	May 4, 2020 - May 5, 2020	35 attendees	2 days	1 visit	\$8,250.00 /visit	\$8,250.00
<b>TOTAL SERVICES</b>						<b>\$16,500.00</b>

Pricing is all-inclusive of materials, facilitators' travel and accommodations within the continental United States, along with other applicable fees. The prices listed are in USD and do not include any applicable taxes for services provided outside of the United States.

- b. The attached Services Catalog is a reference document that describes the specific services that PBLWorks offers at the time of this contract.

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:

Initial Here: \_\_\_\_\_

### 2. Primary Contacts and Responsibilities.

- a. The Client agrees to provide an administrative coordinator who will be the primary contact for logistics related to the services as outlined in the Table in 1(a).
- b. The Client will inform attendees about workshop and follow-up sessions with enough lead time to ensure optimal attendance and impact. The Client will also provide meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.

### 3. Participation in Services.

- a. Participation in PBLWorks service offerings is limited to members of the Client's organization, and may not be used by anyone outside the organization without written permission from PBLWorks. Seats in any PBLWorks service are not for resale.
- b. Each service that PBLWorks provides has a maximum number of participants, instructionally designed to be the optimum attendance for quality work. If the participants exceed the maximum number for any service provided, PBLWorks reserves the right to cancel the service. If the presenter is able to accommodate

additional participants, the Client may be charged the appropriate fees for additional services provided.

#### **4. Intellectual Property.**

- a. PBLWorks 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 PBLWorks owned copyrighted works.
- b. To the extent that PBLWorks 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.
- c. PBLWorks 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. PBLWorks hereby provides a limited, royalty-free, non-exclusive right to the Client to use the Intellectual Property within its organization and in connection with the services outlined in the Table in 1(a) and/ Book of Services.
- d. The Client 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 Client's organization in connection with the services outlined in the Table in 1(a) or as otherwise set forth herein.
- e. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.
- f. To the extent that Client utilizes any trademark owned by PBLWorks in connection with any promotion of any of the services listed in the Table in 1(a) or described in the Book of Services, PBLWorks hereby grants Client a non-exclusive, royalty-free, limited license to use any PBLWorks trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of PBLWorks. PBLWorks trademarks include, but not limited to, PBLWORKS, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith.

#### **5. Terms of Payment.**

- a. The Client agrees to pay PBLWorks \$16,500.00 as outlined in the Table in 1(a).
- b. PBLWorks will submit invoices to the Client within 30 days following each service provided.
- c. The Client will submit payment to PBLWorks upon receipt of each invoice 30 days from receipt.
- d. If the Client requires a purchase order (PO) for individual services, they agree to deliver it to PBLWorks 30+ days prior to each service start date. If the PO is not provided within 30 days prior to the scheduled service start date, PBLWorks reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.

#### **6. Cancellation of services.**

- a. If the client cancels any of the contracted services, a request must be made in writing 60 days in advance of the scheduled date.

- b. Client cancellations for each service are subject to fees described in the Table in 7(e) in order to compensate for costs already incurred by PBLWorks as a part of the scheduling process.

**7. Rescheduling of services.**

- a. If the Client needs to change the planned dates of any of the contracted services, a request must be made in writing 30 days in advance of the scheduled date. The Client agrees to diligently work to reschedule within 60 days of such notice.
- b. Rescheduling requests for each service are subject to fees described in the Table below in order to compensate for costs already incurred by PBLWorks as a part of the scheduling process.
- c. If no rescheduled date is provided within 30 days of the scheduled service date, the client will be invoiced for the full cancellation fee.
- d. If PBLWorks cancels or fails to deliver a scheduled service, they will not invoice the client until the rescheduled service is delivered.
- e. In the event of the cancellation of the performance of a service for reasons beyond the reasonable control of a party that could not reasonably have been foreseen or provided against (force majeure), both parties will diligently work to reschedule the service within 30 days.

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

\* Including, but not limited to, failure to provide PBLWorks with a PO if the Client requires PO for purchase or payment of these services.

**8. Revisions to Services.**

- a. The Client and PBLWorks reserve the right to renegotiate the services based on the changing needs of the Client and/or new or expanded offerings of PBLWorks. Both parties agree that any such negotiation should be concluded well in advance of any planned services so as not to disrupt existing schedules.
- b. The overall fee agreed upon in this Services Agreement will not be adjusted downward as a result of such negotiation.
- c. Any agreed upon change in the services must be in writing and signed by both parties.



- d. The Client understands that PBLWorks prices will increase from time to time. The prices outlined in the Table 1(a) at any given time are specific to the time period of their delivery. Renegotiated service offerings are subject to the price of that service at the time of renegotiation.

**9. Research data, use of images, and use of Client name.**

- a. The Client understands that PBLWorks is a research organization and that the survey data and other observations collected from Client participants may inform research studies. The Client also agrees to provide available information on request (e.g. test scores, available and non-confidential about students) that will help to support PBLWorks's research.
- b. In the course of delivering services, PBLWorks may take pictures or videos of workshop attendees. The Client agrees that PBLWorks may use these images in marketing, promotion or other materials. PBLWorks agrees to request separate permission for use of any images or videos that include students.
- c. The Client agrees that PBLWorks may announce their participation in PBLWorks services on PBLWorks's website, in press releases and in other marketing and promotional materials, and in PBLWorks's research studies and reports.

**10. Sub-Contractor Disclosures.**

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

**11. Termination.**

- a. Either party may terminate this Services Agreement: (i) in the event that either party becomes insolvent, files for bankruptcy or has its assets assigned to a receiver for the benefit of its creditors; and/or (ii) if the other party commits fraudulent or illegal conduct resulting in a material adverse effect on the terminating party.
- b. This Services Agreement shall be binding on the successors, heirs, and assigns of either party.

**12. Governing Jurisdiction.**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law rules. The Client also hereby irrevocably submits to the jurisdiction of the courts of Marin County, California, for any suits or proceedings arising out of or relating to these Terms and Conditions and corresponding Exhibits.

---

## Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)

No

Yes

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

If the Client requires a purchase order (PO) for individual services, they agree to deliver it to PBLWorks 30+ days prior to each service start date. If the PO is not provided within 30 days prior to the scheduled service start date, PBLWorks reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.

---

### Signature Block

Signature:

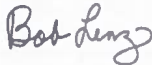
Name:

Title:

Date:

---

Signed:



Bob Lenz  
Executive Director  
Buck Institute for Education

## **Jorge R. Valenzuela**

9734 Ransom Hills Terrace, North Chesterfield, VA 23237 /804-971-0894/  
jvalenzuela019@gmail.com

### **PROFILE**

I am also a national faculty member with the Buck Institute for Education (BIE). In the field, I have had many important experiences in developing and growing teachers and curriculum for several school divisions around the country. I am also a national teacher effectiveness coach with the International Technology and Engineering Educators Association (ITEEA) and I assist educators with understanding and implementing the Engineering by Design curriculum. I have also earned the NASA Endeavor's STEM leadership certificate program through Columbia University, and I applied the Technological Literacy Standards, NGSS and the CCSS to plan instructional materials for both science and engineering classrooms. Also, a former successful sales manager for General Nutrition Centers.

[Buck Institute for Education](#)

\_ National Consultant

(December 2014-Present)

### **PROFESSIONAL EXPERIENCE**

#### ***National Faculty***

- Graduate of BIE's [National Faculty](#) Development Program.
- Nationally conducts professional development activities in the areas of project based project design and project based teaching practices.

[International Technology and Engineering Educators Association](#) Reston, Virginia (January 2017-Present)

#### ***National Teacher Effectiveness Coach***

- Current participant in the 2017 Teacher's Effectiveness Coaches developmental program
- Conducts teacher training in the [Engineering by Design](#) curriculum

Richmond Public Schools Richmond, Virginia (August 2003-Present)

#### ***Curriculum Specialist***

- International Baccalaureate Middle School Years, Spanish teacher (2003-2005)
- Technology and Engineering Education teacher (2005-2006)
- Career and Technical Education Curriculum Specialist in area of Technology and Engineering Education (2007-2017)
- English Speakers of Languages (ESOL), night school teacher (2012-2014)
- Assists the school division we developing both the PBL and STEM plans for implementation across the academic content and CTE program areas

General Nutrition Centers New York, New York (September 1997-1999)

#### ***Sales Store Manager***

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

#### ***Other Activities and Accomplishments***

- Represented Virginia in [the Senate CTE Caucus Holds Briefing on Infrastructure and CTE](#) (2017)

## **Jorge R. Valenzuela**

9734 Ransom Hills Terrace, North Chesterfield, VA 23237 /804-971-0894/  
jvalenzuela019@gmail.com

- Directed and wrote script for [CTE video](#) (2016)
- [Blog writer](#) (2016)
- Participant in 2011 [Next Generation Leadership Academy](#)
- 2016 Presidential Citation for leadership and commitment to providing professional development experiences that contribute to teachers' implementation of the engineering design process in Technology and Engineering Education classrooms across the Commonwealth of Virginia
- 2017 Emerging Leader Award Recognition. ITEEA's Emerging Leader honor is a coveted mark of distinction in technology and engineering education. It recognizes technology, innovation, design, and engineering educators who have demonstrated a high level of competence and professional activity in the field of technology and engineering education.
- Conducts professional development/workshops nationally and state wide at in the areas of STEM careers/career clusters-pathways, design and modeling (STEM education) and curriculum unit planning
- Has delivered keynote addresses at several universities
- Current chair for Virginia's Council on Technology and Engineering Education Supervision
- Serves on the Virginia STEM Network and has been instrumental in assisting with strategically positioning members within regional hubs and also with organizing secondary curriculum design for secondary schools

### **EDUCATION**

Certificate in Integrative STEM Education, (with 4.0 GPA), Columbia University through NASA Endeavor STEM Leadership Project (2016)  
Masters of Science in School Supervision and Administration (with 3.9 GPA), University of Phoenix (2007)  
Bachelors of Science in Management Information Systems (with 3.5 GPA), *State University of Old Westbury*, Old Westbury, NY. (2001)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Buck Institute for Education</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>PBLWorks</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3):  Exempt payee code (if any) <u>1</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>3 Hamilton Landing, Suite 220</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Novato, CA 94949</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
or											
<b>Employer identification number</b>											
6	8		0	1	6	0	4	2	9		

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/7/2020</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# PBL Services 2020

On site at your  
school or district

BUCK INSTITUTE FOR EDUCATION

**PBLworks**

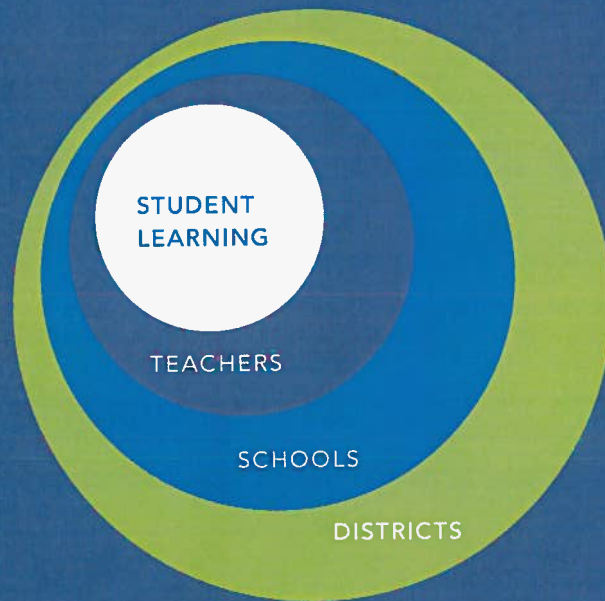
[pblworks.org/services](https://pblworks.org/services)

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# 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 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 Gold Standard project for your classroom.

Build an inclusive 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

Our workshops are designed to support teachers in the design and implementation of high quality Project Based Learning.

## ○ 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.

## ○ 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.
- Access online resources (including an in-workshop companion and post-workshop learning modules) that provide continued support beyond the workshop days for your PBL design and implementation in the classroom.

**A GREAT PLACE TO START!**

## ○ Sustained Support Visits

*1 or more full days – up to 35 participants*

*Designed to support successful PBL for teachers and teams who have completed PBL 101 and one or more projects.*

- Receive customized visits from our expert National Faculty focused on coaching teachers to deepen their knowledge of Gold Standard PBL Design and/or Teaching Practices.
- Experience additional forms of support like classroom visits to whole-staff professional development workshops and protocols.

## ○ Online Coaching

*Two 90 minute sessions – up to 35 participants*

*Designed to provide teachers implementing their project after a PBL 101 with learning and reflection to overcome common implementation barriers.*

- Join a small cohort of up to 7 participants, who meet online with an expert National Faculty.
- Choose from among the following topics, based on your needs: Rubric Development, Sustained Inquiry, Peer Critique, Reflection in a Project, and Formative Assessment in PBL.
- Develop materials for the selected topic, implement those materials in the classroom, and then reflect and plan the next steps.

## ○ Teacher Presentations of Learning

*1 day - up to 35 participants*

*Designed for teachers who have implemented at least 1-2 projects, and ideally scheduled at the end of a semester or school year.*

- Share learning with colleagues through a structured presentation on PBL implementation, which models a process that readies teachers for their next project cycle and supports sustained implementation of PBL.
- Reflect on PBL implementation successes, challenges, and areas for growth.



# For Schools & District Leaders

Our services are designed for district and school leaders and school leadership teams, and are facilitated by our PBLWorks school and district leadership team.

## ○ Visioning Day

1 full day – up to 50 participants

*Designed for district and school leaders*

- Agree on why PBL is the solution for improving students' educational experience across the district.
- Understand what Gold Standard 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

*Designed for key district decision makers*

- Assess current conditions that support PBL implementation.
- Identify strategies to ensure successful PBL implementation.
- Develop an actionable plan, whose central goal is the sustainable implementation of PBL.

## ○ PBL Leadership Series

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

*School teams attend this series together. Participants may include district leadership, school principals and teacher leaders, such as instructional coaches, department chairs, grade level leads.*

- Gain the skills and knowledge to create the conditions for successful and sustainable PBL implementation in your school or system.
- Attend workshops on key protocols, collegial conversations, walk-throughs, 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

- Receive on-site visits 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.

## ○ 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 district conditions that enable PBL.
- Manage a co-developed PBL implementation plan.
- Provide your district PBL steering committee with a wide variety of PBLWorks tools.
- Schedule PBLWorks staff and National Faculty for services.

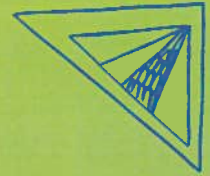
## ○ PBL Coaching Workshop

3 days (consecutive) – up to 35 participants

*Prerequisite: PBL 101 Workshop*

*Designed for instructional coaches/leaders*

- Gain the knowledge and skills to support teachers in project implementation, based on our PBL Coaching Cycle and aligned to Gold Standard PBL.
- 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.



# What you can count on...



**PBL at the highest level, grounded in research.** Our workshops and services are based on our model for Gold Standard PBL, which sets a high bar for project design and implementation.

**You're in great hands.** Our teacher services are led by the PBLWorks National Faculty – a hand-picked group of seasoned teachers, administrators, school coaches, and PBL experts. Our school and district services are facilitated by our PBLWorks School and District Leadership team.

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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.

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## How can we help?

### PBLWORKS BY THE NUMBERS

**190,000**

Teachers & leaders who have been trained by PBLWorks

**5,800**

Schools who have implemented PBL with our support

**60+**

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

**105,000+**

Visitors monthly to PBLWorks websites

**39,000**

Downloads monthly of PBLWorks projects, rubrics, and other PBL resources

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**PBLworks**

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Page 59 of 197



**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:** Arthur Edwards  
**Date:** February 10, 2020  
**Re:** Alliance Children's Theatre (ACT)

**Executive Summary/ Statement:** Approval is requested for an Agreement by and between the New Haven Board of Education and Alliance Children's Theatre to provide after school theatre sessions.

**Amount of Agreement and the Daily, Hourly or per Session Cost:** \$250.00 per 2.25 hr. session x 20, Total amount: \$5,000.00

**Funding Source & Account #: State After School Grant: 2579-6205-56697-0016**

**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? Theatre activities engage all students in purposeful, supportive and meaningful learning experiences that coherently support positive expression.
2. What specific need will this contractor address? ACT will provide workshops emphasizing self-awareness, cultural competencies, collaboration and positive expression of emotions.
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: Alliance for Arts submitted a Request for Qualifications (RFQ) through the Youth, Community and Family Engagement Department and the program was requested by the Fair Haven School leadership team during the grant application process.
4. If this is a continuation service, when was the last time the alternatives were sought? No
5. What specific skill set does this contractor bring to the project? Afterschool enrichment programs such as ACT are considered essential services under the State After School Grant, and we are required to partner with community agencies. This agreement will help fulfill our grant obligations and provide additional opportunities for NHPS students to engage in activities which promote expression through theatre.

6. How does this contractor fit into the project as a whole?  
This contractor was identified as a primary partner by the leadership at Fair Haven School. The ACT program has been providing programming at Fair Haven School since 2010.
7. Is this a new or continuation service? New
8. If this is a continuation service has cost increased? N/A
- a) If yes, by how much?
- b) What would an alternative contractor cost? An alternative contractor would cost between \$200.00 and \$350.00 per session per hour.
- c) Is this a service existing staff could provide? Why or why not? No, State After School Grant program requires each site to collaborate with a community partner.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?  
The program will be evaluated based on both the grantor provided assessment tool and via pre and post assessments of program participants.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A
- a) If not, why not?
- b) How will the output of this Agreement contribute to building internal capabilities?
12. Why do you believe this Agreement is fiscally sound?
- This agreement represents tremendous value for the district. Alliance Children Theatre has agreed to provide a variety of classes and workshops for a reasonable cost. Furthermore, Alliance Children Theatre has a history of providing outstanding services to students in the New Haven Public Schools and greater New Haven community.
13. What are the implications of not approving this Agreement?
- This community partner agreement stems from a federal requirement that State After School Grant Applicants include community organizations as partners. The agreement ensures New Haven Public School application meets specified federal standards. The program promotes and stimulates participants to engage in hands-on activities. After school enrichment programs such as this are considered essential services under the State After School Grant, and we are required to partner with community agencies. This agreement will help fulfill our obligation to engage with viable community partners and provide additional opportunities for NHPS students to engage in enrichment activities.



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**  
**Alliance Children's Theatre**  
FOR DEPARTMENT/PROGRAM:

**Youth, Community and Family Engagement**

This Agreement entered into on the 9th day of March 2020, effective (start date no sooner than the day after Board of Education Approval), on the 10th day of March, 2020, by and between the New Haven Board of Education (herein referred to as the "Board" and, Alliance Children's Theatre located at: 43 Beers Street, 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 \$250.00 per 2.25 hour session, for a total of 20 sessions.

The maximum amount the contractor shall be paid under this agreement: five thousand dollars and no cents (\$5,000). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, attendance and date(s) of service.

**Fiscal support** for this Agreement shall be by State After School Grant **Program** of the New Haven Board of Education, **Account Number: 2579-6205-56697 Location Code:0016 (Fair Haven)**

This agreement shall remain in effect from March 10, 2020 to June 30, 2020

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

The Alliance Children Theatre program will provide programming at Fair Haven School which will engage all students in purposeful, supportive and meaningful learning experiences that coherently support and challenge students to improve in academics and engage in positive social-emotional development activities The ACT program is an innovative engaging, hands-on, activity. Inclusive of cost are the curriculum, instructors, and all consumable & durable materials.



**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.



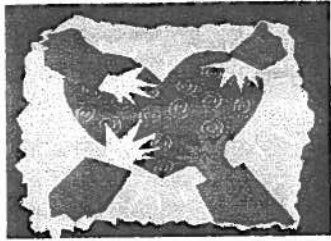
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

2/11/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Ellen P. Maust  
Chairperson/Youth Director  
Alliance Children's Theatre, Inc.  
Contractor Printed Name & Title



## Alliance Children's Theatre, Inc.

43 Beers Street New Haven, Ct 06511 (203)435-4651

August 23, 2019

Dr. Carol D. Birks  
Superintendent of Schools  
New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519

Dear Dr. Birks,

Alliance Children's Theatre enthusiastically supports your proposal to the Connecticut State Department of Education for the State After-School Grant Program (ASP).

Alliance Children's Theatre (ACT) is a regional program for children ages 7-18 in a culturally diverse setting, producing plays by and for young people. ACT has been part of the New Haven community for 41 years. For nearly four decades it was part of Alliance Theatre, Inc., and in 2017 the theatre chose to focus only on children's productions and became ACT. The children's theater has been the recipient of several city grants and outside of school hours partnerships.

For more than a decade, hundreds of New Haven students participated in ACT's *Literacy and Leadership Through Drama* program. In recognition of its 40<sup>th</sup> anniversary, ACT launched its newest imitative, *Dramatic Social Emotional Growth*. The program engages students in a healthy, supportive, pro-active, outside of school environment to develop artistic, leadership and academic skills, as well as to promote self-awareness, imagination, interpersonal skills, positive emotional expression and cultural awareness. Through the program, New Haven youth plan and deliver community theater workshops and produce three full scale musicals annually. All ACT participation is free of charge for New Haven residents.

Alliance Children's Theatre has had intensive relationships with several New Haven schools. For 16 years, ACT sponsored the after-school drama program at Nathan Hale School. ACT has also run after school programs and summer camps at Brennan, Hill Regional Career, Troup, Conte/West Hills, King/Robinson, Celentano, Columbus Family Academy and Fair Haven Schools.

The proposed State ASP partnership builds on a long-standing partnership between Alliance Children's Theatre and Fair Haven School. Since 2010, ACT has been the Theatre in Residence at Fair Haven School. During that tenure we have been a strategic partner, providing vacation and school day off workshops, afterschool programs, our year-round evening company, and nine summer camps. We look forward to building on these successes at Fair Haven through the State After-School Program.

Alliance Children's Theatre commits to assist the New Haven Public Schools in implementing the NHPS State ASP program by providing the following services:

- theatre workshop sessions held weekly, 3:00 – 5:15 p.m.
- SEM skills emphasized: self-awareness, cultural competencies, collaboration, and positive expression of emotions
- Academic skills emphasized: Language acquisition, story-telling and reading – fluency, diction, articulation, vocabulary, and expression
- Workshops will also include choreography, singing, and speaking
- A maximum of 40 students grades 1-8
- All staff will be vetted and paid for by ACT
- Participants will present two formal presentations for students, family and friends – February and June
- Students will be invited to be an active member of ACT year-round evening program and summer camp
- Parents and families will be invited to participate in workshops, "informances"

Alliance Children's Theatre staff will (as necessary) participate in all state activities, including, but not limited to: evaluations, data collection and reporting, networking meetings and all of the state-mandated Professional Learning, technical assistance, data collection, trainings and meetings associated with the grant program for the duration of the grant, as requested. Alliance Children's Theatre also commits to provide safe and accessible facilities, equipment, supplies, and other resources.

New Haven's young people face many barriers to success. By engaging children in meaningful and productive activities that capitalize on their energy and enthusiasm, the State ASP program represents a crucial way to help our children overcome these barriers. At Alliance Children's Theatre we believe that all youth can succeed in school and life with meaningful, purposeful and supporting engaging activities that foster their holistic growth.

We look forward to working with you on this significant program.

Sincerely,



Ellen P. Maust  
Executive Youth Director



**NEW HAVEN PUBLIC SCHOOLS**

**EXHIBIT B**

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

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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

# ABSTRACT

## SPECIAL FUND PROPOSAL

### Section I. BASIC INFORMATION

**Proposed Project Title:** Open Choice

**Grant Source and Agency:** Connecticut State Department of Education

**Total Amount Requested:** \$518,220

**Due Date of Application:**  
March 2019

**System Contact:** Michele Bonanno

**Telephone #:** 475-220-1391

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

The CT State Department of Education's Open Choice program, which is managed by ACES, is a program designed to reduce racial, ethnic, and economic isolation and to increase academic achievement. The program offers students in surrounding towns the opportunity to attend NHPS non-Interdistrict magnet schools.

**GRANT PERIOD:**

**From:** 07/01/2019

**To:** 06/30/2020

New

Continuation

**Previous Bd. of Ed. Approval:**

Planning

Operational

**Bd. of Ed. Information**

Action

Information

Support

Competitive

Entitlement

Grant

**PROPOSAL DEVELOPERS:**

Michele Bonanno

**TARGET: Schools/Unit:** Bishop Woods, Brennan-Rogers, Celentano, Roberto Clemente, Conte-West Hills, Elm City Montessori, Quinnipiac, Barack H. Obama, James Hillhouse, Wilbur Cross

**No. of Students:** 179 **Grade Level(s):** PK-12

**Eligibility Criteria:** ACES Open Choice Lottery

**CENTRAL OFFICE USE ONLY – MUST REMAIN ON PAGE 1**

**ABSTRACT TIMETABLE**

**Return to:** \_\_\_\_\_

**Received:** \_\_\_\_\_

**Board of Education FINANCE & OPERATIONS Meeting Date** 3/2/20

**Board of Education Meeting Date:** 3/9/20

**Due Date to Grantor:** \_\_\_\_\_

**REVIEW**

**Grants Manager** \_\_\_\_\_

**Finance Manager** \_\_\_\_\_

**Human Resource Manager** \_\_\_\_\_

Proposed Project Title: Open Choice Program

Total Amount Requested: \$518,220

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION II: FISCAL INFORMATION**

**PERSONNEL**

# FT	#PT		COST
		Administrators	\$
		Teachers	\$
		Management	\$
		Paraprofessionals	\$
		Clerks	\$
		Others	\$
		Stipend	\$
		Longevity	
		<b>SUBTOTAL</b>	<b>\$</b>

**NON-PERSONNEL**

	COST
Supplies & Materials	\$
Student Transportation	\$
Staff Travel	\$
Internal Evaluation	\$
External Evaluation	\$
Independent Contractors	\$
Equipment	\$
Other	\$518,220
Indirect Costs, if allowed	\$
<b>TOTAL NON-PERSONEL</b>	<b>\$518,220</b>

**FIXED COSTS:**

Health Benefits	\$
Pension (Paras & Mgmt.)	\$
FICA/Medicare	\$
Workmen's Compensation	\$
<b>SUBTOTAL</b>	<b>\$</b>
<b>TOTAL PERSONNEL &amp; FIXED COSTS</b>	<b>\$</b>

**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.

The CT State Department of Education awards \$3,000 per student enrolled via the Open Choice Program. The total number of students enrolled for SY 19-20 is 165 for a total of \$495,000 with an additional \$23,220 for schools with students enrollment of 10 or greater (see attached worksheet for student count by school).

Proposed Project Title: Open Choice Program

Total Amount Requested: \$518,220

Proposed Grant Receiving Agency: New Haven Public Schools

**SECTION III: SYSTEM OBLIGATIONS**

Project support from other programs:  None  Yes Explain:

Linkage with other programs:  None  Yes Explain:

Local Fiscal costs, (include renovation):  None  Yes Explain:

Future local personnel obligations:  None  Yes Explain:

**PROJECT OR GRANT REQUIREMENTS**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Local Maintenance          | <input type="checkbox"/> Replication        | <input type="checkbox"/> Parent Involvement       |
| <input type="checkbox"/> In-Service Training        | <input type="checkbox"/> Advisory Committee | <input type="checkbox"/> Linkage w/other Programs |
| <input type="checkbox"/> Non-Public School Involved |   | <input type="checkbox"/> Dissemination            |

**ADDITIONAL RESTRICTIONS OR CONCERNS**

SUBMITTING ADMINISTRATOR: *Melissa Brown* *2/27/20*  
Signature Date



**Proposed Project Title:** Open Choice Program

**Total Amount Requested:** \$518,220

**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.

N/A

F/T	P/T	Classification	Position Description	Duration of Proposed Service	Proposed Employee	Current NHPS Employee Yes/No	If Yes Current Employee Number
N/A							

**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
N/A			

**VI. ADDITIONAL INFORMATION:**

**Please Answer All Questions -- Use Additional Pages if Necessary**

1. **Please state specific goals for this grant or the grant period.**

The goal of the Open Choice Program is to encourage out-of-district students to attend New Haven schools that are not Interdistrict Magnet schools. This aligns perfectly to our district goals related to "School Choice" giving parents another option for their child's education while expanding the racial, ethnic and economic diversity of the receiving schools' total enrollment.

**a. If this is a continuation grant, please detail past year goal performance and accomplishments. Use additional space if needed:**

The families who choose to have their children in one of the Open Choice schools are given the opportunity to succeed in a rigorous academic environment designed to meet high State and National standard.

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

The goals of Open Choice are to reduce racial, ethnic and economic isolation and to increase academic achievement. This goal aligns with the District's goal of providing high quality education for All students.

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)**

The Open Choice program is important as it supports the district's continuing commitment to raise academic standards and close the achievement gap between groups of students. Ultimately, preparing students to live and work in a diverse community and compete in a global economy.

**REQUIRED:**

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

**NEW HAVEN PUBLIC SCHOOLS**  
**SY 19-20**  
**Open Choice Student Enrollment Count**

School	Total	Grant Amount \$3,000 pp	*Additional Entitlement \$180	Grand Total
Bishop Woods	4	\$ 12,000	\$ -	\$ 12,000
Brennan-Rogers	22	\$ 66,000	\$ 3,960	\$ 69,960
Celentano	19	\$ 57,000	\$ 3,420	\$ 60,420
Clemente	3	\$ 9,000	\$ -	\$ 9,000
Conte-West Hills	52	\$ 156,000	\$ 9,360	\$ 165,360
East Rock	9	\$ 27,000	\$ -	\$ 27,000
Elm City Montessori	19	\$ 57,000	\$ 3,420	\$ 60,420
Hillhouse	2	\$ 6,000	\$ -	\$ 6,000
JS Martinez	4	\$ 12,000	\$ -	\$ 12,000
Quinnipiac K-5	9	\$ 27,000	\$ -	\$ 27,000
Barack H. Obama	5	\$ 15,000	\$ -	\$ 15,000
Wilbur Cross	17	\$ 51,000	\$ 3,060	\$ 54,060
<b>Totals</b>	<b>165</b>	<b>\$ 495,000</b>	<b>\$ 23,220</b>	<b>\$ 518,220</b>
<b>As of 10/1/2019</b>				

\*Additional Entitlement: CSDE awarded additional funds to Districts for schools with OC student enrollment of 10 or greater. NHPS received additional funds for 79 students enrolled at Brennan, Celentano, Conte-West Hills, Elm City Montessori and Wilbur Cross. Additional per pupil = \$180



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Kanicka Ingram-Mann  
**Date:** February 11, 2020  
**Re:** Grant Award- District Equity Leadership Team (DELT)

---

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

The Trustees of the William Caspar Graustein Memorial Fund granted New Haven Public Schools an award of \$100,00.00 to the New Haven School District DELT Equity Action Plan, which will focus on Talent Equity and Development under the Culturally Relevant Leading, Teaching, and Learning Pillar with Higher Heights Youth Empowerment Programs Inc. serving as the Fiscal Sponsor.

The Talent Equity and Development Grant allows for the following:

1. Paraprofessional Program Initiative
2. Credentialing Support
3. Housing- Rental Assistance

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

**Funding Source & Account #: William Casper Graustein Memorial Fund Grant #4451**

**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?
  - A. This service aligns to the district goals of Academic Achievement, Talent Development and Management, Professional Development and Culture and Climate.
2. What specific need will this contractor address?
  - A. This is a District initiative that aligns to the district goals of Academic Achievement, Talent Development and Management, Professional Development and Culture and Climate.
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:

A. Not Applicable

4. If this is a continuation service, when was the last time the alternatives were sought?  
A. Not Applicable
5. What specific skill set does this contractor bring to the project?  
A. Not Applicable
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume):  
A. Not Applicable
7. Is this a new or continuation service?  
A. New service
8. If this is a continuation service has cost increased?  
A. Not Applicable
  - a) If yes, by how much?  
Not Applicable
  - b) What would an alternative contractor cost?  
Not Applicable
  - c) Is this a service existing staff could provide? Why or why not?  
Not Applicable
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?  
A. Not Applicable
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
11. If the service is a professional development program, can the training be provided internally, by district staff?  
A. Internal certified faculty and staff will be recruited for components of the Professional Development program.
  - a) If not, why not?
  - b) How will the output of this Agreement contribute to building internal capabilities?  
A. This agreement aligns to the district goals of Academic Achievement, Talent Development and Management, Professional Development and Culture and Climate. The Agreement allows for the Professional Development to build internal capacity as we design opportunities for career advancement.

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

A. This agreement provides a desired path of Professional Development that will lead to the district's direct need to continue to recruit and hire through cultural awareness, cultural responsiveness and cultural competency. This agreement allows for the acceptance of the grant Award by the William Casper Graustein Foundation

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

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



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Re: Approval of William Caspar Graustein Equity Program Grant #4451 and Fiscal Sponsor Higher Heights Youth Empowerment Program Inc.,**

September 27, 2019, the Trustees of the William Caspar Graustein Memorial Fund voted to award \$100,000 to New Haven Public Schools for an Equity Program grant for the New Haven Public Schools Talent Management & Development Plan 2019-2020, with Higher Heights Youth Empowerment Programs, Inc. serving as the Fiscal Sponsor.

The Equity Program Grant allows for the delivery of innovative recruitment and retention strategies through Employee Benefits to ensure NHPS is an employer of choice.

**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

RECEIVED  
HUMAN RESOURCES



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.	\$50,000
Second Payment	Upon receipt of 6 Month Progress and Fiscal Report	\$50,000

Submitted by: Kanicka Ingram-Mann, Senior Talent Recruiter



## FISCAL SPONSORSHIP AGREEMENT

**THIS FISCAL SPONSORSHIP AGREEMENT** (the “**Agreement**”) is made and entered into as of the 10th day of March 2020 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, 19<sup>th</sup> Floor, New Haven, Connecticut 06510 (the “**Sponsor**”) and **NEW HAVEN BOARD OF EDUCATION** (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 Rental Assistance Incentive Program, 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 administration 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 ADMINISTRATION**

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 Applicant, 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 Sponsor 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 will be distributed 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.

**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 shall provide evidence of the insurance policy set forth in Section 6(c) to the Sponsor prior to the commencement of the Project.

(c) 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: 4451**

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**Grant Period:** October 1, 2019 to September 30, 2020

**Total Award:** \$100,000

**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:

Recruit and retain staff of color through:

1. Establishing a Rental Assistance Incentive Program in partnership with Elm City Communities.
2. Increasing homeownership for residents of color through partnering with the NAACP and Neighborhood Housing Service to support their community mortgage program.
3. Establishing an alternate route to certification for New Haven Public School paraprofessionals or color through a partnership with Southern that will allow the District to train 20 new certified staff a year at a reduced rate.
4. Implementing Talent Management and Development strategies to support eligible candidates who must complete the credentialing process by taking state mandated tests.

**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.

a)



b)

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. 19<sup>th</sup> Floor  
New Haven, CT 06511

Date

Date

Oct. 18, 2019

10/22 91





NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations  
**Committee**  
**From:** Matt Brown, Building Leader, High School in the Community  
**Re:** Magnet School Grant Contract with Gateway Community College  
**Meeting Date:** March 2, 2020

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**Executive Summary/ Statement:** Approval is requested for an Agreement by and between the New Haven Board of Education and Gateway Community College (GCC) to provide early college course opportunities to students at High School in the Community (HSC) in alignment with the submitted and approved federal Magnet School Assistance Program Grant. These courses will be in line with HSC's broadened magnet theme of leadership, public policy and social justice and enable HSC to attract students from surrounding communities to stay in compliance with state magnet school enrollment requirements.

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

\$16,231.50 Per Class

\$32,463.00 – Total Amount of Agreement

**Funding Source & Account #:**

Magnet 17-22 High School in the Community      2517-6255-56694-0066

**Key Questions:**

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

High School in the Community is one of 5 NHPS schools that receives federal funds from the latest round of the Magnet School Assistance Program (MSAP) and the only school amongst those that is a high school. One of the key components of the MSAP is the strengthening of the Early College Model, increasing the number of college credits HSC students can earn before graduating high school. High school students who graduate with significant college credits are much more likely to persist in college and make it through to earning their degree, a strategic goal for HSC and all NHPS high schools.

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

GCC was listed in the federal grant submission by New Haven Public Schools as the Early College provider for HSC to support the terms and outcome of the grant.

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

GCC brings the academic expertise, the administrative staffing support, the accreditation, the teaching faculty, and the college campus environment that are essential to HSC providing an Early College model.

**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 the 3rd year we have worked with Gateway Community College

**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 MSAP demands a 3<sup>rd</sup> party evaluation yearly and the partnership of GCC and HSC will be included in this year's evaluation. The success of HSC's students in GCC courses will be a significant outcome in these evaluations. Additionally, HSC's success in attracting a larger and wider range of students to our school is an additional metric that is measured and reported on and that these GCC courses will influence. We have increased our school's enrollment by 15% and our applicant base by over 30%. Students take 2 courses per year and earn 6 college credits. Sixteen (16) percent of students from grades 9-12<sup>th</sup> are enrolled in college courses. Ninety nine percent (99%) of students are successful when taking these courses.

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

This not a professional development program.

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

This is the same rate all other schools receive from GCC and we believe it is fair.

Revised: 10/2/18

**CLIENT SERVICES AGREEMENT**

**State Contracting Agency:** Gateway Community College

**Street:** 20 Church Street

**City:** New Haven **State:** Connecticut **Zip:** 06510

**Tel#:** 203-285-2523

**Hereby enters into a Contract with:**

**Client Business:** New Haven Board of Education: High School in the Community

**Street:** 54 Meadow Street

**City:** New Haven **State:** Connecticut **Zip:** 06519

**Tel#:** 475-220-1372 **E-Mail:** Patricia.demaio@new-haven.k12.ct.us

The term of this Contract is from 1/23/2020 through 5/19/2020.

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

Client Business agrees to make payment to the State Contracting Agency.  
 Total cost for services performed under this Contract shall not exceed: \$ 32,463.00  
 Total number of courses: 2

This Contract shall remain in full force and effect for the entire term of the Contract period, stated above, unless cancelled by either party, by giving the number of day's written notice

REQUIRED NO.  
 OF DAYS  
 WRITTEN NOTICE  
30

Client Business should address all contract questions to:  
 Kelly Levinson, Fiscal Administrative Officer, 203-285-2523, klevinson@gatewayct.edu  
 Client Business should address all questions regarding the scope or performance of services to:  
 Donnell T. Hilton, Dual Enrollment Specialist, Gateway Community College, 203-285-2374, dhilton@gatewayct.edu  
 State Contracting Agency should address all contract questions to:  
 Patricia DeMaio, Grants Manager, 475-220-1372, patricia.demaio@new-haven.k12.ct.us

**FOR INTERNAL USE ONLY**

REVENUE CODING	FISCAL YR(s)	AMOUNT	NOTES:
Banner Fund Code:			Magnet 17-22 HSC 2517-6255-56894-0066
Banner Org Code:			
Banner Account Code:			
Banner Program Code:			

**1. DESCRIPTION OF CONTRACT SERVICES**

**1.1 Services**

- (a) This Client Services Agreement (hereinafter the "Contract") is made by and between **Gateway Community College** (hereinafter the "Institution" or "State" or "State Contracting Agency"), a constituent unit of the State of Connecticut System of Higher Education with an address of **20 Church Street, New Haven, Connecticut 06510**, and **New Haven Board of Education: High School in the Community** (hereinafter the "Client Business" or the "Contractor") with a principal place of business at **54 Meadow Street, New Haven, Connecticut 06519**.
- (b) As indicated in the table(s) below, **Gateway Community College** shall provide those recruited or identified by the Client Business (hereinafter referred to as "Students") the following training course(s) for the Client Business:

Course # 1	
<b>Name:</b>	Introduction to Criminal Justice
<b>Number:</b>	CJS 101
<b>Description:</b>	Surveys the evolution, principles, concepts, and practices of law enforcement. The course examines the structure and organization of courts in the administration of criminal justice in the U.S.A. Topics include the American model of criminal justice, police and the community, police and the constitution, and the American legal system.
<b>Credit Hours:</b>	3
<b>Duration:</b>	These courses shall be held from 3:15 PM to 4:35 PM on the following dates: Tuesdays and Thursdays from January 23, 2020 to May 19, 2020.
<b>Location:</b>	<b>Gateway Community College, 20 Church Street, New Haven, CT 06510 Room TBA</b>
<b>Goal:</b>	At the end of this course, <b>High School In The Community</b> students will be able to: <ul style="list-style-type: none"> <li>• Understand the evolution, principles, concepts, and practices of law enforcement.</li> <li>• Examine the structure and organization of courts in the administration of criminal justice in the U.S.A.</li> <li>• Discuss and access topics include the American model of criminal justice.</li> </ul>
<b>Course Session(s):</b>	The course shall consist of 32 sessions with a minimum of 13 Students and a maximum of 20 Students. Each session shall consist of 1.5 hours.
<b>Course Curriculum:</b>	The Institution shall be responsible for providing the course curriculum, which shall be agreed upon by both parties.
<b>Course Materials:</b>	The Institution shall purchase the books and materials needed for this course.

Course #2	
Name:	Introduction to Peace and Conflict Studies
Number:	HUM 125
Description:	Presents an interdisciplinary study of the concepts of positive and negative peace, nonviolence, human rights, justice, truth and reconciliation, peacebuilding, peace makers and peace keeping as they relate to economic, sociological, psychological, historical, political, technological, cultural, ideological, geographical, and environmental factors.
Credit Hours:	3
Duration:	These courses shall be held from 3:15 PM to 4:35 PM on the following dates: Tuesdays and Thursdays from January 23, 2020 to May 19, 2020.
Location:	<b>Gateway Community College, 20 Church Street, New Haven, CT 06510 Room TBA</b>
Goal:	The Goal of this course is to: Understand the concepts of positive and negative peace, nonviolence, human rights, justice, truth and reconciliation, peacebuilding, peace makers and peace keeping as they relate to economic, sociological, psychological, historical, political, technological, cultural, ideological, geographical, and environmental factors.
Course Session(s):	The course shall consist of 32 sessions with a minimum of 13 Students and a maximum of 20 Students. Each session shall consist of 1.5 hours.
Course Curriculum:	The Institution shall be responsible for providing the course curriculum, which shall be agreed upon by both parties.
Course Materials:	The Institution shall purchase the books and materials needed for this course.

(c) During the term of this Contract, Students shall be entitled to the use of the Institution's educational resources and related facilities.

(d) In the event that severe weather conditions or other unforeseen circumstances preclude the course(s) from meeting as scheduled, the course(s) shall be rescheduled by mutual agreement of the parties.

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

## 2. COST AND SCHEDULE OF PAYMENTS

2.1 **State Liability.** The State of Connecticut and the State Contracting Agency shall assume no liability for delivery of educational services to be performed under the terms of this Contract until the Contract is fully executed by the State Contracting Agency, the Client Business, and if applicable, by the Connecticut Attorney General.

2.2 **Total Contract Not to Exceed.** The Client Business shall pay the Institution a total sum not to exceed **\$32,463.00** for services performed under this contract.

2.3 **Invoicing and Payment.** The parties mutually agree that:

- (a) The Institution shall submit invoices to the Client Business in accordance with the schedule below for the following course(s):
  - (i) **Introduction Criminal Justice** Course: The Client Business shall pay the Institution **\$16,231.50** for the course instruction and textbooks for up to 20 students.
  - (ii) **Introduction to Peace and Conflict Studies** Course: The Client Business shall pay the Institution **\$16,231.50** for course instruction and textbooks for up to 20 students.
- (b) Invoices shall, at a minimum, include the Client Business name, the Contract Description and/or Identification Number, the billing period, and an itemization of services delivered and amounts invoiced.
- (c) Payment shall be made to the Institution at the address indicated on Page 1, to the attention of the Business Office / Accounts Receivable Department within 30 days after receipt of invoices.

**3. GENERAL PROVISIONS – STATE OF CONNECTICUT. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Client Business.**

- 3.1 Client Business, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.
- 3.2 **Claims Against the State.** The Client Business agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Client Business further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 3.3 **Insurance.** The Client Business agrees that while receiving services specified in this Contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the Client Business work site and the service(s) to be received so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the State Contracting Agency.
- 3.4 **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business 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.
- 3.5 **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 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 Agreement expressly acknowledges receipt of the State Election 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, referenced herein as Exhibit A.
- 3.6 **Non Discrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- 3.7 **Family Educational Rights and Privacy Act.** Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this Contract, FERPA includes any amendments

or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this Contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of this Contract.

- 3.8 **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
- 3.9 **Entire Agreement.** This written Contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the State Contracting Agency. This Contract may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General.
- 3.10 **IN WITNESS WHEREOF,** the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**CLIENT BUSINESS**

**STATE CONTRACTING AGENCY**

**New Haven Board of Education: High School  
in the Community**

**Gateway Community College**

**Statutory Authority: C.G.S. §§ 10a-6, 4a-52a and 10a-151b**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Dr. Iline P. Tracey

Print Name: Adell Brown, Jr., Ph.D.

Title: Interim Superintendent

Title: Interim Dean of Administrative Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**By the Connecticut Attorney General**

This Contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.




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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 §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

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### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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### 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.

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### 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.

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### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



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**DEFINITIONS**

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"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Special Education/Student Service  
**Date:** March 02, 2020  
**Re:** Dr. Yann B. Poncin

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**Executive Summary/ Statement:** Psychiatric services to be performed by the Contractor shall, in general, consist of in-service training, consultation, school-based evaluation services, behavioral services and Planning and Placement Team participation.

**Amount of Agreement and the Daily, Hourly or per Session Cost:** for a total of 80 hours at a rate of \$250 per hour for a total cost of \$20,000

**Funding Source & Account #:** IDEA Handicapped Special Funds Account, # 2504-5034-56903

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

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? This agreement is strategically aligned to our efforts to provide Social Emotional and Behavioral supports that we provide to students in our district.
2. What specific need will this contractor address? This contract will allow for us to provide and assist schools in planning for students with complex social emotional needs.
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: This contractor was selected by way of comparative cost and experience in New Haven Public Schools.
4. If this is a continuation service, when was the last time the alternatives were sought? N/A
5. What specific skill set does this contractor bring to the project? This contractor has extensive background in psychiatric services which allows for him to provide consultation and professional development for staff.

6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): This contractor will assist with planning for students with disabilities as well as other students with complex behavioral needs.
7. Is this a new or continuation service? New
8. If this is a continuation service has cost increased?
  - a) If yes, by how much? N/A
  - b) What would an alternative contractor cost? The range for other contractors with this expertise range up to 500 an hour, which would cost us \$40,000 with another vendor.
  - c) Is this a service existing staff could provide? Why or why not? District staff cannot provide this service because they do not have the credentials.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? This contractor's performance will be monitored through report writing, participation in meetings, professional development survey and staff and parent feedback.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) N/A
11. If the service is a professional development program, can the training be provided internally, by district staff? This contract is not solely for professional development.
  - a) If not, why not?
  - b) How will the output of this Agreement contribute to building internal capabilities?
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as providing consultation and evaluation from a Psychiatrist which will allow students to remain in our Public school setting instead of being outplaced at a cost more than \$80,000.
13. What are the implications of not approving this Agreement? We may not meet the legal requirements in cases where a psychiatric consultation is required.



NEW HAVEN PUBLIC SCHOOLS

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

**Dr. Yann B. Poncin**

FOR DEPARTMENT/PROGRAM:

**Student Services/Special Education Department**

This Agreement entered into on the 11<sup>th</sup> day of February, 2020 effective on the 10<sup>th</sup> day of March, 2020 by and between the New Haven Board of Education (herein referred to as the “Board” and, Dr. Yann B. Poncin, MD located at, 230 South Frontage Road, New Haven, CT 06519 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$20,000 per day, \$250.00 an hour or session, for a total of days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **Twenty Thousand Dollars (\$20,000).** Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by **IDEA Handicapped Special Funds Account Program** of the New Haven Board of Education, **Account Number: 2504-5034-56903 Location Code: 00.**

This agreement shall remain in effect from **03/10/2020** to **06/30/2020.**

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

Psychiatric services to be performed by the Contractor shall, in general, consist of in-service training, consultation, school-based evaluation services, behavioral services and Planning and Placement Team participation. More specifically -

1. The psychiatric consultation/evaluation process should address diagnoses; how such diagnoses manifest and what interventions work best in addressing the problems. The reporting of results should be done in an understandable fashion so a lay person can comprehend the findings. School placement issues are not to be addressed.

- a. Evaluations should include, at a minimum, the following procedures -
  - i. Staff interviews
  - ii. Parent interviews
  - iii. Student observation and/or interviews
  - iv. Information gathered from outside care providers
  - v. A formal written report delineating separately educational recommendations and non-educational recommendations
  - vi. Feedback to school and parent
  - vii. Formal presentation of findings at a PPT, as needed
2. To provide professional development for staff across the district related to mental health issues.

**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

1/13/20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor Printed Name & Title

Revised: 12/3/19

## CURRICULUM VITAE

**Name:** Yann B. Poncin, M.D.

**Term:** Assistant Professor of Clinical Psychiatry, July 1, 2018 to June 30, 2021

**School:** Yale School of Medicine

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**Education:**

- A.B. University of California at Berkeley, with honors, 1988
- Columbia University Premedical Studies, GPA 4.0, 1994-1995
- Bryn Mawr College Post-baccalaureate premedical program with linkage to Temple University School of Medicine, 1995-1996
- M.D. Temple University School of Medicine, with AOA honors, 2000

### **Career/Academic Appointments:**

- Jun 00 - Jun 01 Intern, Internal Medicine, Hospital of the University of Pennsylvania, Philadelphia, PA
- Jul 01 - Jun 04 Resident, Psychiatry, Hospital of the University of Pennsylvania, Philadelphia, PA
- Jul 01 - Jul 04 Instructor, University of Pennsylvania
- Jul 04 - Jun 06 Fellow, Child & Adolescent Psychiatry, Yale Child Study
- Jul 06 - Jul 09 Associate Research Scientist, Child Study Center, Yale School of Medicine
- Jul 09 - Jun 2016 Assistant Professor, Child Study Center, Yale School of Medicine
- Jul 12 - present Yale School of Nursing Courtesy Faculty Appointment
- Jul 16 - present Assistant Professor—Clinician Educator, Child Study Center, Yale School of Medicine

### **Administrative & Clinical Positions:**

- Jul 06 - Jun 13 Medical Director, Child Psychiatric Consultation Service to Pediatric Emergency Department & Child Psychiatry on Pediatrics, Yale-New Haven Children's Hospital
- Jul 06 - Jul 11 Medical Director, Intensive In-Home Child & Adolescent Reintegration Service, Child Study Center
- Jul 06 - Jun 07 Assistant Medical Director, Children's Psychiatric Inpatient Service and Partial Hospital Program, Yale-New Haven Children's Hospital
- Jul 07 - Jun 12 Psychiatric Consultations and Attending Supervisor, Pediatric Consultation Liaison, Yale-New Haven Children's Hospital
- Jul 08 - Jun 12 Medical Director, Intensive In-Home Child & Adolescent Psychiatric Services, Child Study Center
- Jul 08 - Jul 11 Medical Director, Intensive Family Preservation Program, Child Study Center

Jul 06 - present Clinical Consultation and Psychiatric Evaluations to school districts (New Haven, Newtown, and others, 50+ schools)

Jul 08 - Jun 16 Supervisor of Fellows, School Consultations, New Haven Board of Education

Jul 11 - Mar 19 Medical Director, Multidimensional Family Therapy, Child Study Center

Jul 12 - Jun 13 Medical Director, Children's Psychiatric Inpatient Service and Children's Partial Hospital Program, Yale-New Haven Children's Hospital

Jul 12 - present Administrative, Policy and Clinical integration of SRC and York Street Campus hospital services

Jul 12 - Jun 13 Medical Director, Child Psychiatric Consultation Service to Pediatric Emergency Department, Yale-New Haven Children's Hospital

Jul 13 - present Supervisor of Child Study Center Fellows, School Based Health Clinics, Branford Public Schools

Jul 13 - Jul 15 Medical Director, Yale Outpatient Clinic at Temple, Child Study Center

Jul 13 - present Medical Director, Intensive In-Home Child & Adolescent Psychiatry Service, Child Study Center

Jul 15 - present Medical Director, In-Home Programs, Child Study Center

Jul 15 - present Medical Director, York Street Family Clinic, Child Study Center

Jan 18 - present Medical Director, Children's Day Hospital, Yale-New Haven Children's Hospital

Feb 19 - present Consulting psychiatrist, ACCESS Mental Health, Yale Child Study Center Hub

Mar 19 - present Vice Chair, Quality & Safety

**Board Certification:**

American Board of Psychiatry and Neurology

Certification in Psychiatry, April 1, 2005; recertified August 10, 2015

Certification in Child & Adolescent Psychiatry, November 17, 2006; recertified Oct 31, 2016

**Professional Honors & Recognition:**

**A) International/National/Regional**

2005 Highest national score, Child Psychiatry in Residency Training Exam

2003 Benjamin Rush Resident Achievement Award, American Psychiatric Association, Philadelphia Chapter

1999 Elected to Alpha Omega Alpha Honor Medical Society

**B) University**

2013 Teacher of the Year Award, Yale Child Study Center

2011 Teacher of the Year Award, Yale Child Study Center

2008 Teacher of the Year Award, Yale Child Study Center

2007 Teacher of the Year Award, Yale Child Study Center

2005 Chief Residency, Child & Adolescent Psychiatry, Yale Child Study Center



**Grant/Clinical Trial History: No active grants**

**Past Grant/Clinical Trial History:**

Agency: ValueOptions  
ID#: #13-001873  
Title: Intern Service Agreement  
P.I. Yann Poncin, MD  
Percent effort: 5%  
Direct costs per 2012-2013: \$21,500  
Total costs for project period: \$21,500  
Project period: September 2012 – June 2013

Agency: Seaside Therapeutics  
ID# : Not immediately available [will provide if requested]  
Title: Randomized controlled trial of baclofen vs. placebo for irritability in autistic disorder  
P.I. Lawrence Scahill, PhD  
Role on Project: Co-investigator  
Percent effort: 5%  
Direct costs per year: Not immediately available [will provide if requested]  
Total costs for project period: Not immediately available [will provide if requested]  
Project period: 2008

**Lectures, Courses, Web-based Education:**

2019 School Based Health Center Conference  
2019 Yale Fairfield County Pediatric Education Day, ADHD updates  
2018 Yale Pediatric Update (CME): Primary Care Approach to Anxiety and Mood Disorders  
2018 Area Cooperative Educational Services  
2018 Basic Psychopharmacology for Interns  
2017 Grand Rounds, Schwartz Rounds, An EPIC Tension: Are We the Tools of Our Tools?  
2017 APRN Students, "Essentials of Psychopharmacology"  
2017 Area Cooperative Educational Services "Trauma-informed Care in Schools"  
2016 Developmental Behavioral Pediatrician Seminar, "Principles of School Consultations"  
2016 Area Cooperative Educational Services Staff Development Day, "Psychiatric Diagnosis and Psychopharmacology"  
2015 The Southwest Region Professional Development Day for School Nurses "School Avoidance and Anxiety"  
2015 Extended Day Treatment Centers Annual Conference: "Trauma Informed Care"  
2014 League of Women Voters, "Social Media and Relationships: Impact on Self, Peers, Between Generations, and in the Community"  
2013 Children's Center of Hamden Lecture: "The Art of Prescribing: Part II"  
2013 Masonic Care National Conference: "The Art of Diagnosis and Healing in Children's Homes"

- 2012 Children’s Center of Hamden Lecture: “The Art of Prescribing”
- 2011 Grand Rounds, Schwartz Rounds, “I See Dead People: A 4-year-old’s Journey to the Emergency Room and Beyond”
- 2011 Patient Centered Communication—YNHH with AACH, co-facilitator resident training
- 2011 National Association of Social Workers, Connecticut Chapter, “Marijuana: It’s Fine, No It Isn’t, Yes, it is”
- 2011 Yale CME series, “Back to School”
- 2010 Grand Rounds, “Emergency & Intensive Psychiatry Services”
- 2010 Yale-New Haven Hospital Pediatric Nurse Retreat. Eating Disorders
- 2010 Depression in Children and Adolescents, Branford Public Library Series
- 2009 Intensive In-Home Psychiatric Service (IICAPS) training seminar. “Art of Diagnosis” and “Psychopharmacology”
- 2009 Yale CME on Mental Health Emergencies
- 2009 IICAPS Network Meeting: “Psychopharmacology & IICAPS”
- 2007-present Supervision of patient interview for board review preparation
- 2006-present Emergency Department, Child Psychiatry Lectures, Yale Child Study Center
- 2006-present Child Psychiatry Workshop, Second Year Medical Students, Yale School of Medicine
- 2006-present Pediatric Noon Conference, Child Psychiatry Lectures, Yale-New Haven Hospital
- 2006-present Developmental Behavioral Pediatrics Lecture Series
- 2006 Physicians for Human Rights, Co-leader, Workshop on Mental Health in the Juvenile Justice System, Yale University School of Law
- 2006-present Lectures to Family Support Services, New Haven, CT: “Essentials of Psychopharmacology”.
- 2006-present Donald J. Cohen Fellowship Mentor for Yale Medical Students
- 2005 Grand Rounds, “ADHD & Pervasive Developmental Disorders”, Yale Child Study Center
- 2005-present Child Psychiatry Interview Instructor, Yale Medical Students
- 2005-present Pediatric Interview Instructor, Yale Medical Students
- 2004 “The State of Psychiatry in France”, Lecture, Inpatient Unit and Inpatient School Staff, Yale-New Haven Children’s Hospital
- 2004 University of Pennsylvania, Psychiatry Workshop, second year medical students, seminar leader. Philadelphia, PA

**Professional Service**

**Journal Service**

- 2006 - present Reviewer for *Journal of the American Academy of Child & Adolescent Psychiatry*, *Journal of Autism & Developmental Disorders*, *Child and Adolescent Psychiatry and Mental Health (CAPH)*

**Professional Organizations**

- 2012 - present Member, American Association of Emergency Psychiatry
- 2004 - present Member, American Academy of Child & Adolescent Psychiatry Academy’s Resident Representative, 2004-05

2004 - present Member, Connecticut Council of Child & Adolescent Psychiatry  
 2014 - 2016 Executive Board Council of Child & Adolescent Psychiatry  
 2004 - present Member, Connecticut Psychiatric Society  
 1999 - 2017 Member, American Psychiatric Association  
 1999 - 2015 Member, American Medical Association

**Yale University Service**

**Departmental Committees**

2019 - present Operations and Standards Committee  
 2018 - present Clinical Excellence Committee, Child Study Center  
 2011 - 2015 EPIC Workgroup  
 2009 - present Member, Advisory Faculty  
 2006 - present Member, Education Policy Committee, Child Study Center  
 2005 - 2007 Member, Medical Student Education Committee, Child Study Center  
 2006 - 2007 Member, Clinical Services Evaluation Workgroup

**Hospital Boards & Committees**

2019 - present System Quality Committee  
 2018 - present Behavioral Health Strategy  
 2015 - 2017 Coordination of Child Adolescent Census and Admission Flow Workgroup  
 2015 - 2017 Child and Adolescent Services Workgroup  
 2015 - 2016 Children’s Mental Health Committee  
 2013 - 2014 Child and Adolescent Strategic Workgroup  
 2013 - 2014 Pediatric Behavioral Health Steering Group  
 2012 - 2014 YNH – SRC Psychiatric Leadership Group  
 2012 - 2014 Overall Psychiatric Service Line Planning  
 2012 - 2014 Psychiatric Services Strategic Planning Committee  
 2012 - 2014 Hospital of Saint Raphael’s Psychiatric Reporting Structure  
 2012 - 2014 Children’s Hospital Executive Steering Committee  
 2012 - present Behavioral Health Partnership Child/Adolescent Quality, Access & Policy Committee  
 2011 - 2013 Behavioral Health Partnership Pediatric Inpatient Workgroup  
 2011 - 2013 EPIC Physician’s Advisory Group  
 2010 - 2012 Behavioral Health Partnership Emergency Department Workgroup  
 2008 - 2012 Member, Child Psychiatry Representative, Eating Disorder Committee  
 2008 - 2012 Chair, Child Psychiatry Committee, Yale-New Haven Children’s Hospital  
 2006 - 2014 Member, Child Psychiatry Committee, Yale-New Haven Children’s Hospital  
 2008 - 2012 Member, Connecticut Hospital Association, Subcommittee on Emergency Mobile Crisis

**Other School of Medicine Service & Professional Development**

2019 Healer’s Art, Yale Medical School, medical student workshop

2019	Thesis Reviewer, PA Master Thesis Committee
2019	Medication Assisted Treatment 8-hour Waiver Training
2019	Participant in brochure for Yale Child Study Center
2019	"Enhancing Relationship-Centered Communication" and "Training the Trainer". Yale New Haven Hospital workshop training and implementation requiring 5% FTE
2019	The How and When of Communicating about Unexpected Outcomes and Error. Yale-New Haven Hospital, Yale Medicine sponsored course
2018	Participant in promotional video for the Child Study Center
2018 - 2019	Yale Medicine Advanced Emerging Leaders Program. Course at the Yale School of Management
2017 - 2018	Yale Medicine Advanced Emerging Leaders Program.
2016	Participant in promotional TV commercial for Yale-New Haven Hospital, aired April 2016
2015	Electronic health record template creation for Yale Child Study Center hospital-based services

**Bibliography:**

1. Peer-Reviewed Manuscripts

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3. Online Projects

Poncin YB. Child & Adolescent Psychiatry for Review. Brainscape website. Updated November 9, 2018. Available at: <https://www.brainscape.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:** Typhanie Jackson, Director of Special Education/Student Services  
**Date:** Wednesday March 11, 2020  
**Re:** Contract between Common Ground and New Haven Public Schools

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**Executive Summary/ Statement:** Approval is requested for an Agreement by and between the New Haven Board of Education and Common Ground Charter School.

**Amount of Agreement and the Daily, Hourly or per Session Cost:** The contractor will be paid at a rate of \$118.34 per hour for up to 6.5 hours per day for a maximum of 182 days. Not to exceed a total amount of \$140,000 for the 2019-2020 school year.

**Funding Source & Account #:** General Funds Account, 190-494-00-56694, (\$40,000)  
**IDEA Handicapped Account # 2504-5034-56903 (\$100,000)**  
**Location Code:** 0000

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

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?  
This contract is strategically aligned to the District Continuous Improvement Plan to provide high quality services to students with special needs.
2. What specific need will this contractor address?  
Compliance with mandated IEP services
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:  
State mandated
4. If this is a continuation service, when was the last time the alternatives were sought?  
Yes, this is a continuation service
5. What specific skill set does this contractor bring to the project? N/A

6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): N/A
7. Is this a new or continuation service? Continuation
8. If this is a continuation service has cost increased?  
a) If yes, by how much? Continuation of services, there is an increase in the total dollar amount of \$140,000 based on increase in student population  
b) What would an alternative contractor cost?  
c) Is this a service existing staff could provide? Why or why not?
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? The evidence of effectiveness will be evaluated by ongoing meetings, IEP review and staff/parent feedback
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) IEP and Parent Feedback
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A  
a) If not, why not?  
b) How will the output of this Agreement contribute to building internal capabilities?
12. Why do you believe this Agreement is fiscally sound?  
This contractor 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.
13. What are the implications of not approving this Agreement?  
Children will be able to receive their state mandated IEP services.

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

**Common Ground Charter School**

**FOR DEPARTMENT/PROGRAM:**

**Student Services/Special Education Department**

This agreement entered into on the 15<sup>th</sup> day of July, 2019 effective the 29<sup>th</sup> day of August, 2019 by and between the New Haven Board of Education (herein referred to as the "Board") and, Common Ground Charter School located at 358 Springside Avenue, New Haven, CT 06515 (herein referred to as the "Contractor").

**SCOPE OF SERVICE:**

- **Provide Special Education services for New Haven Public School students attending Common Ground School to comply with their IEPs.**

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$118.34 per hour for up to 6.5 hours a day for a maximum of 182 day(s). The maximum amount the contractor shall be paid under this agreement: **One Hundred Forty Thousand Dollars (\$140,000)**.

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 General Funds Contractual Services Program Account Number: 190-494-00-56694 (\$40,000) and IDEA Handicapped Account # 2504-5034-56903 (\$100,000) of the New Haven Board of Education, **Location Code: 0000**

This agreement shall remain in effect from August 29<sup>th</sup>, 2019 to June 30<sup>th</sup>, 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*. 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.

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

2-10-2020  
Date

\_\_\_\_\_  
Date

Common Ground H.S.  
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:** Sabina Sitaru, Interim IT Director  
**Date:** March 2, 2020  
**Re:** F&O Agenda item Request/Approval for

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### **Executive Summary/ Statement:**

For consideration and approval

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

Total cost not to exceed \$444,611

**Funding Source & Account #:** 2020-2021 Capital budget 3C20-2075-58704

### **Key Questions:**

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? **Total Communications has designed and provided a solution within the Cisco Cohesity product to implement a gradual and ongoing improvement with Ransomware protection to the IT network. Total Comm is providing a solution with services, and processes for the Data Management, Ransomware, Server, File protection and recovery in the event of a network disaster all through their constant review, measurement, and actions that will allow for NHPS staff and students to continue in their daily operations.**

**What specific need will this contractor address? The ability to support and provide services in data management and recovery in a timely manner unattainable in the present environment. This solution will deliver comprehensive data protection for all our workloads and will converge our backup, recovery, replication and storage needs within the cloud integration.**

**Total Communications will fully support the Cisco Cohesity Solution with NHPS**

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:

**State of CT DAS Contract # 18PSX00202 for all Cisco Products and Services**

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

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

**Total Communications is a Cisco® Gold Certified Partner (Cisco's highest partner level held by less than 1% of the Partners)**

**Total has the depth and breadth of experience to deliver sophisticated, large-scale Cisco® technology solution, qualified, experienced, local and committed to NHPS.**

**36 network engineers with over 350 Cisco Certifications, CCDE (highest level of certification for design, less than 200 worldwide), CCIE, CCNP, CCDP, CCNA, CCDA Certified engineers**

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

**Total Communications provides services to nearly 40% of municipalities in Connecticut. Total has the knowledge and experience necessary to understand government agencies. local experts, facilities and the backing of a national corporation, Total offers what others can't – a local relationship with NHPS the past 10 years. Before, during, and after the installation, Total has proven to be there for NHPS on all past projects and network assistance. What sets Total Communications apart from others is their approach to meeting IT needs for NHPS within budget. Total has designed a system that meets our requirements and will train our staff on how to use the system effectively as well as be there for support through the contract. This began in the Proof of Concept phase which was completed in January and through the design phase and will continue throughout the installation and support.**

See Attachment

6. Is this a new or continuation service? **New**

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

a) If yes, by how much?

b) What would an alternative contractor cost?

c) Is this a service existing staff could provide? Why or why not? **No, Internal staff are not trained yet. Total will supply the expertise to implement and train internal staff to operate. Support will be supplied by Total and Cisco for both hardware and software.**

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

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)

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? **Reduced TCO and Operational Efficiency, time savings and continuity. Currently Backups and Recovery take an exorbitant amount of time, extremely tedious and cumbersome recovery if recoverable at all. Total Communications Cisco Cohesity Solution is flexible, resilient, engineered for Data Growth. The solution and services provided will allow our faculty, staff and all students to continue to achieve at high levels and reach their fullest potential without disruption of a Ransomware penetration, network outage or failure. Full safe recovery in less time in a proven trusted solution and partner.**
12. What are the implications of not approving this Agreement? **NHPS does not have a solution in place or the ability to protect and recover network devices, servers, files, desktops, laptops in a protected manner if another network breach occurs. A Data Breach of Servers and files is currently not available to NHPS in a single platform and management as well as there will be no more fragmented files and servers or inefficient copies. Prevention: Backup systems from getting copied or compromised, Detect Threats and Anomalies and Respond Instantly from any point in an acceptable timeframe to continue operations, all currently unavailable to NHPS**

**NHPS will now be able to have:**

- **Safe Simplified backup and recovery in unified web-scale platform**
- **Ability to use the Cisco-Cohesity for testing and development for operational efficiency**
- **NHPS can move away from legacy environments for significant cost savings**

- **NHPS will be able to easily and quickly recover protected, safe data with tremendous time savings for backup and recovery presently not available**

- **NHPS will be able to easily and quickly recover protected, safe data with tremendous time savings for backup and recovery presently not available**



**NEW HAVEN PUBLIC SCHOOLS**

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

**Total Communications**

**FOR DEPARTMENT/PROGRAM:**

**Department of Information Technologies**

This Agreement entered into on the   1st   day of   June   2020, effective (*start date no sooner than the day after Board of Education Approval*), on the   30th   day of   June  , 2025, by and between the New Haven Board of Education (herein referred to as the "Board" and, Total Communications located at, (herein referred to as the "Contractor").

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

The maximum amount the contractor shall be paid under this agreement: (\$444,611).  
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 2020 Capital Program of the New Haven Board of Education, Account Number: 3C20-2075-58704

This agreement shall remain in effect from July 1, 2020 to June 30<sup>th</sup>, 2025.

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

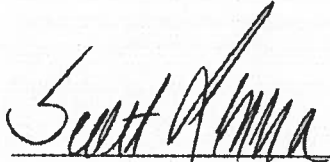
**Exhibit A: Scope of Service:** *Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable. Attached*

**Exhibit B: Student Data and Privacy Agreement: Attached**

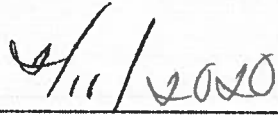
**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

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

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

  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

TOTAL COMMUNICATIONS, INC.  
SCOTT LENNON  
PRESIDENT  
\_\_\_\_\_  
Contractor Printed Name & Title

Revised: 12/3/19

New Haven Public Schools - New Haven CT  
SRQ-134168V3/5 - CISCO-Cohesity Project (5 Year) w/CLOUD  
1/29/2020



Quote ID: 102219-B9222-J

**Detailed Bill of Materials - Schedule I**

Description	Quan	Unit Price	Total
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<b>Cisco UCS Server</b>				
UCS C240 M5 12 LFF + 2 rear drives w/o CPU,mem,HD,PCIe,PS	UCSC-C240-M5L	3	1,870.45	5,611.35
SNTC 24X7X4 UCS C240 M5 12 LFF	CON-SNTP-CC240M5L	5	813.12	4,065.60
2.6 GHz 6142/150W 16C/22MB Cache/DDR4 2666MHz	UCS-CPU-6142	6	3,963.71	23,782.26
32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	UCS-MR-X32G2RS-H	12	959.67	11,516.04
Riser 1B incl 3 PCIe slots (x8, x8, x8); all slots from CPU1	UCSC-PCI-1B-240M5	3	80.89	242.67
Riser 2C incl 3 PCIe slots (3 x8) supports front+rear NVMe	UCSC-PCI-2C-240M5	3	80.89	242.67
Cisco UCS VIC 1457 Quad Port 10/25G SFP28 CNA MLOM	UCSC-MLOM-C25Q-04	3	913.89	2,741.67
240GB SATA M.2	UCS-M2-240GB	6	210.43	1,262.58
Cisco UCS 1050W AC Power Supply for Rack Server	UCSC-PSU1-1050W	6	296.36	1,778.16
Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	CAB-C13-CBN	6		
Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	UCSC-RAILB-M4	3	89.44	268.32
IMC SW (Recommended) latest release for C-Series Servers.	CIMC-LATEST	3		
Artificial Intelligence/ Machine Learning	UCS-SID-INFR-AIML	3		
AI/ ML/ DL (Accelerated Compute with GPU)	UCS-SID-WKL-AIML	3		
Heat sink for UCS C240 M5 rack servers 150W CPUs & below	UCSC-HS-C240M5	6		
C240 M5 Rear NVMe CBL(1) kit, Rear NVMe CBL, backplane	UCSC-RNVME-240M5	3		
Mini Storage carrier for M.2 SATA/NVME (holds up to 2)	UCS-MSTOR-M2	3		
Cisco 12G Modular SAS HBA (max 16 drives)	UCSC-SAS-M5	3	419.13	1,257.39
3.2TB 2.5in U.2 Intel P4600 NVMe High Perf. High Endurance	UCSC-NVMEHW-I3200	6	4,800.00	28,800.00
10 TB 12G SAS 7.2K RPM LFF HDD (4K)	UCS-HD10T7KL4KN	36	950.00	34,200.00

<b>Cohesity (100TB Protect/Archive and 240TB DataPlatform, 5 Year)</b>				
SolutionsPlus: Cohesity Subscription Software Licenses	COHESITY-SUB-LIC	1		
Cohesity DataPlatform Standard Edition Subscription	SW-DATAPLAT-STD	240	377.45	90,588.24
60 Months of Premium (24x7) Support for SW-DATAPLAT-STD	CS-P-SW-DATAPLAT-STD	240	377.45	90,588.24
Cohesity DataProtect Software Add-On License (1 TB) per TB of backend storage used for backup	SW-DATAPROTECT	100	539.22	53,921.57
60 Months of Premium (24x7) Support for SW-DATAPROTECT	CS-P-SW-DATAPROTECT	100	539.21	53,921.47
60 Months of Cohesity CloudArchive Add-On Subscription (1 TB). Provides ability to archive data to supported external archive targets. Subscription of data stored in supported external archive target after dedupe/compression.	SUB-CLOUDARCHIVE-5YR	100	181.99	18,198.53
BareMetal recovery/Restore Christie Licenses-ALL servers	BMR-Christie-ALL	1	INC	INC
<b>Cohesity Pro-Services</b>				
SolutionsPlus: Cohesity Professional and Limited Services		1		
SolutionsPlus vendor	PS-INSTALL-SM-CLUS-CSCO	1	21,625.00	21,625.00
Onsite install of one cluster (3-8 nodes)		1		

New Haven Public Schools SOLUTION INCLUDES 5 YR FULL CLOUD STORAGE WITH CUSTOMER PROVIDED AZURE

Account Management

Chris Garlock-Enterprise/SLED

860-622-4132

[chrigarlock@totalcomm.com](mailto:chrigarlock@totalcomm.com)

**TOTAL COMMUNICATIONS**

TOTAL SOLUTION COST \$444,811.76

5 YEAR WARRANTY FULL COVERAGE

CUSTOMER LOYALTY DISCOUNTED PRICING

Ryan Santoro-Account Management

[rvansantoro@totalcomm.com](mailto:rvansantoro@totalcomm.com)

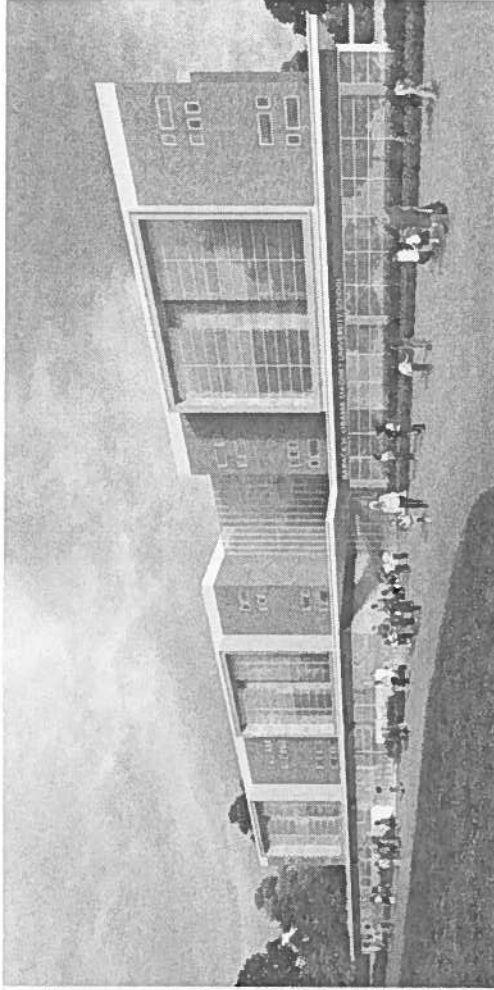
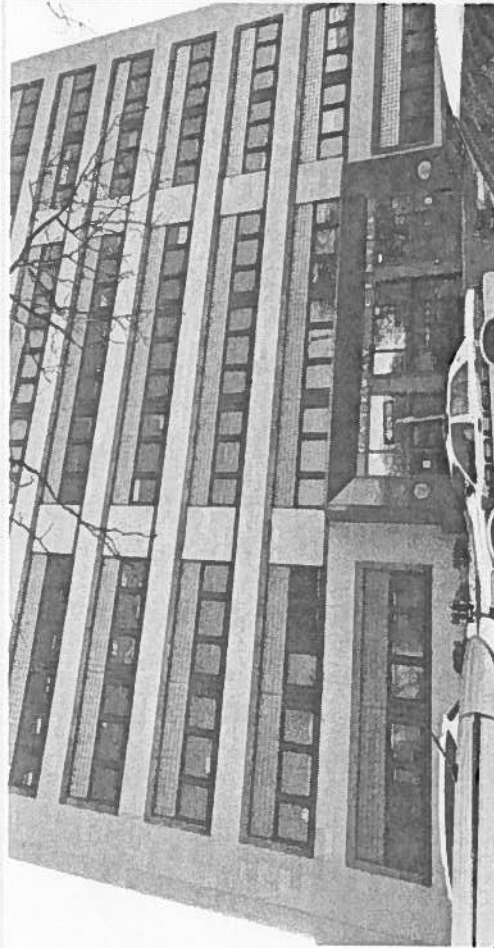
ST of CT DAS CONTRACT AWARD # 18PSX0202

ALL CISCO Products and Services

5 YEAR FULL DATA MANAGEMENT WITH FULL CLOUD STORAGE

Signature/PO/DATE





# CISCO Cohesity DR/BC

COHESITY  
—  
AUTHORIZED  
PARTNER



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Account Management  
New Haven Public Schools  
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[chrisgarlock@totalcomm.com](mailto:chrisgarlock@totalcomm.com)  
[ryansantoro@totalcomm.com](mailto:ryansantoro@totalcomm.com)

ST of CT  
DAS CONTRACT  
AWARD #  
18PSX0202

a **Frontier** company  
BUSINESS

# Engineering Staff

• **Bob Williams**

- CCIE, CCDE, CCDA, CCDP, CCNA, CCNP

• **Tech #5**

- CCIE, CCDA, CCNA, CCNA Voice, CCNP, CCNP Voice, CCDP

• **Sean Johnston**

- CCIE Collaboration, CCNP, CCVP, CCNA

• **Tech #6**

- CCDA, CCNA, CCNP, CCDP

• **Tech #1**

- CCIE Collaboration, CCNA, CCDA, CCNP

• **Tech #7**

- CCNA, CCDA

• **Tech #2**

- CCIE, CCVP, CCNA, CCNP

• **Tech #8**

- CCDA

• **Tech #3**

- CCIE, CCNP Security, CCNP Voice, CCNP Wireless, CCNA, CCSP

• **Tech #9**

- CCNA

• **Tech #4**

- CCNA, CCNA Voice

Prepared for:



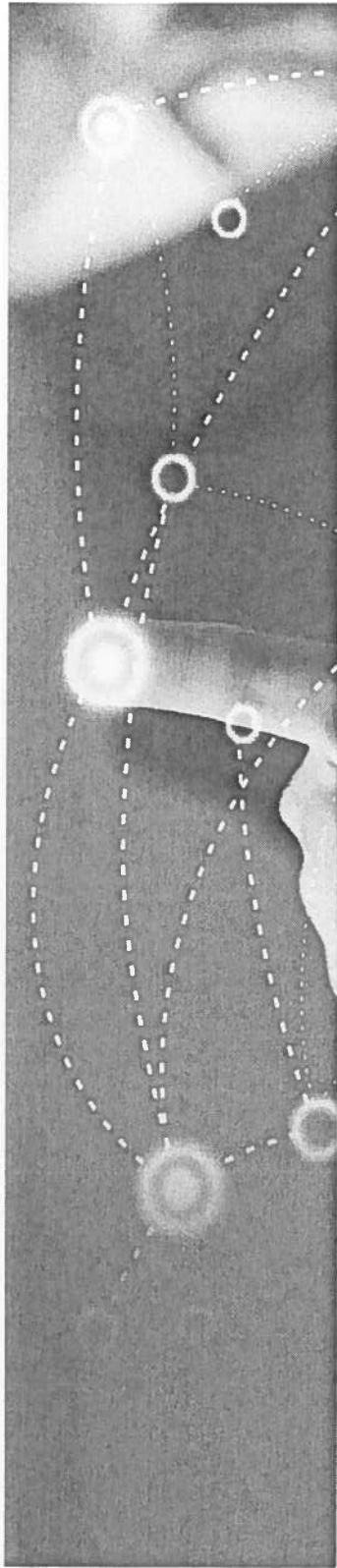
New Haven School Change  
NEW HAVEN PUBLIC SCHOOLS



# A Single Point of Contact for....

**TOTAL**  
COMMUNICATIONS

**Frontier**  
COMMUNICATIONS



Prepared for:



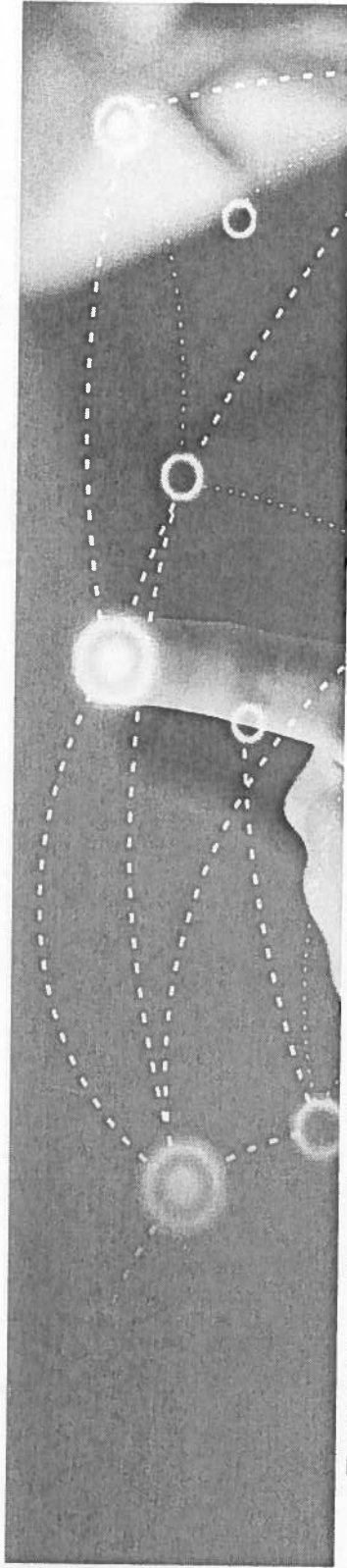
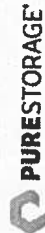
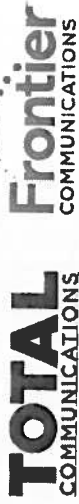
**New Haven School Change**  
NEW HAVEN PUBLIC SCHOOLS

- Unified Communications / Collaboration Solutions
- Carrier Services
- Server & Data Center / Disaster Recovery solutions
- LAN/WAN, Wireless, Network Security, Ransom/Malware Detection/Protection, Server & Endpoint Protection
- Data Networks & Infrastructure
- Structured Cabling





# Who is Total Communications?



Technology Experts: 39 years in Voice, 22 years in Data  
 Headquartered in East Hartford, Connecticut  
 Acquired by Frontier Communications in 2016

## Partnerships with Major Technology Corporations

- Cisco Gold Partner
- Cisco Master Collaboration Specialized Partner
- Cohesity Authorized Partner
- Microsoft Certified Silver Partner
- VMware Enterprise Solutions Provider
- Pure Storage Partner
- Datto Blue Partner

• ST of CT DAS CONTRACT AWARD # 18PSX0202  
**ALL CISCO PRODUCTS AND SERVICES**

# Clients in Education & Government

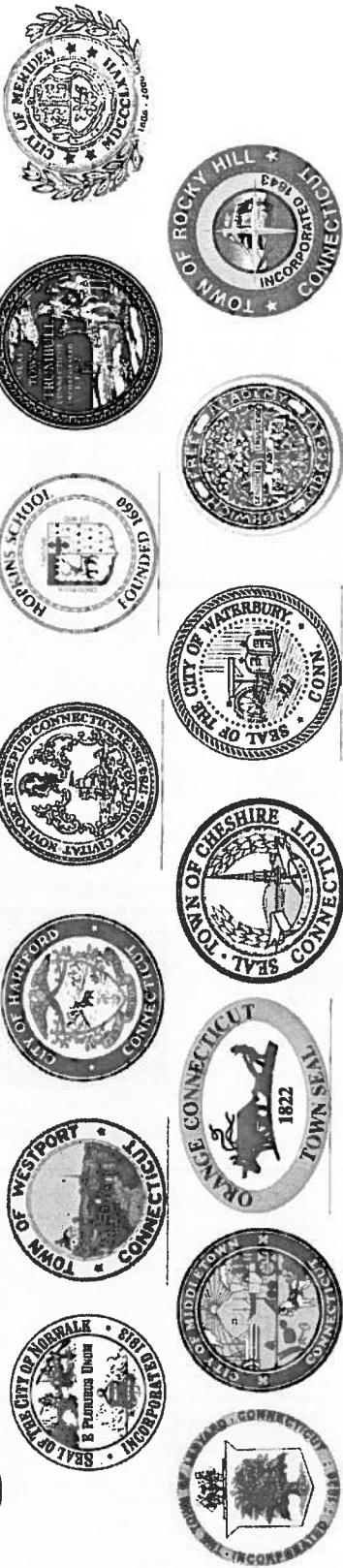


Prepared for:

**New Haven School Change**  
NEW HAVEN PUBLIC SCHOOLS

Where the future is present

The Ethel Walker School



# Clients in Public Sector

**TOTAL COMMUNICATIONS**  
**Frontier COMMUNICATIONS**

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**New Haven School Change**  
NEW HAVEN PUBLIC SCHOOLS

  
Gold Partner

  
Master Collaboration Partner

  
**Save the Children.**


  
**Union Savings Bank**


  
**BIGELOW®**  
FAMILY TEA BLENDERS SINCE 1846


  
**Mohegan Sun**

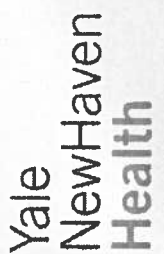
  
**athenahealth**


  
**DKH DAY KIMBALL HEALTHCARE**


  
**Hartford HealthCare**

  
**Cornell Scott Hill Health Center**

  
**United Way**

  
**Yale New Haven Health**

  
**SUBWAY**  
World Headquarters

  
**Newtown Savings Bank**  
The Experience Matters®

  
**LEGO**

  
**THERMATOOL**  
An Infracore Group Company

  
**Cotiviti**

  
**SENNHEISER**

# Cisco Partnership



Prepared for.

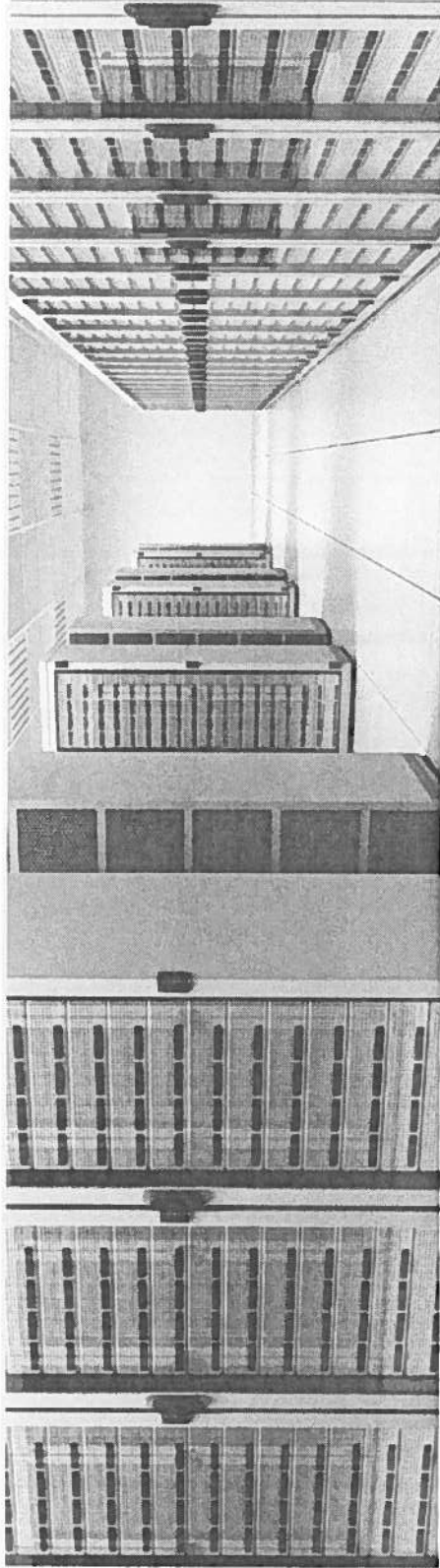


- Cisco Master Collaboration Partner
- Cisco Gold Partner
- Cisco Advanced Enterprise Network Architecture
- Cisco Advanced Security Architecture
- Cisco Advanced Collaboration Architecture
- Cisco Advanced Data Center Architecture

- Experts (CCIE, CCDE)
  - Four (6) CCIEs and One (1) CCDE
- Professionals (CCNP, CCDP) – 24
- Associates (CCNA, CCDA) – 42
- 37 Network Engineers with 350 Cisco Certifications
- 12,877 Cisco Partners in US
- 160 Cisco Gold Partners (< 1.5%)
- 82 Master Collaboration Specialized Partners (< 1%)
- 75 Partners with BOTH Gold & Master (< 1%)



# Project Management



Prepared for:



**New Haven School Change**  
NEW HAVEN PUBLIC SCHOOLS



- **Discovery / On-site Kickoff**
- **Design**
- **Implementation**
- **Training**
- **Cutover / First Day of Service**

# Project Management



Prepared for:



**New Haven School Change**  
NEW HAVEN PUBLIC SCHOOLS



ID	Task Name	% Complete	Start	Finish	Duration
0	<b>CITY/TOWN &amp; DOE PROJECT PLAN TIMELINE EXAMPLE</b>	0%	Mon 11/16/13	Mon 4/23/13	120 days
1	1.0 CITY/TOWN & DOE UC IMPLEMENTATION OVERALL TASKS	0%	Mon 11/16/13	Fri 4/20/13	120 days
2	1.1 Execute Contract	0%			5 days
3	1.2 Project Kick Off Meeting	0%			1 day
4	1.3 Order Equipment & Licensing (all except IP endpoints)	0%			5 days
5	1.4 Equipment arrive at Total	0%			30 days
6	1.5 Data Design and CER Overall Design Meeting	0%			1 day
7	1.6 Overall Voice & Policy Design Meetings	0%			1 day
8	1.7 Technical Conf Call with Carrier - Circuit Design review	0%			1 day
9	1.8 Order Circuits	0%			60 days
10	1.9 Order Endpoints (once design meetings & site surveys completed)	0%			15 days
11	1.10 REMOTE ACCESS TO EQUIPMENT IN VOICE VLAN	0%			1 day
12	1.11 Scan Phones @ Total	0%			5 days
13	1.12 Order DID Port or Carrier Port	0%			30 days
14	1.13 UC Design & Programming	0%			60 days
15	1.14 Client Software Installation Completed	0%			1 day
16	1.15 System Administrator Training Part 1 (Pre-Cutover)	0%			5 days
17	1.16 System Administrator Training Part 2 (Post-Cutover)	0%			1 day
18	1.17 VOICE Cutover Complete	0%			1 day
19	1.18 System Administrator Training Part 2 (Post-Cutover)	0%			1 day
20	1.19 Implementation of System Monitoring	0%			1 day
21	1.20 Documentation & Project Closeout	0%			1 day
22	<b>2 CITY/TOWN SITE SPECIFIC TASKS</b>	0%	Mon 11/16/13	Mon 4/23/13	120 days
23	2.1 CITY/TOWN HALL	0%	Mon 11/16/13	Fri 4/20/13	120 days
24	2.1.1 Site Survey	0%			1 day
25	2.1.2 New Circuits installed	0%			1 day
26	2.1.3 Preconfigure Router	0%			1 day
27	2.1.4 Preconfigure UCS Server	0%			3 days
28	2.1.5 Site Ready for new equipment (Back space/power/POL/Voice VLAN Built/Access Ports/QOS)	0%			1 day
29	2.1.6 Deploy Router	0%			1 day
30	2.1.7 Deploy UCS Server	0%			1 day
31	2.1.8 New Circuit Turn Up & Test	0%			1 day
32	2.1.9 AD Integration & UM	0%			1 day
33	2.1.10 Deploy Phones	0%			1 day
34	2.1.11 Cutover PREP & Testing - Analog, Paging, Bells, etc.	0%			2 days
35	2.1.12 End User Training	0%			1 day
36	2.1.13 Cutover- VOICE - Includes PORTING DID's	0%			1 day
37	2.1.14 911 & SRST Testing	0%			1 day
38	2.1.15 First Day in Service - VOICE	0%			1 day
39	2.2 POLICE DEPARTMENT	0%	Mon 11/16/13	Fri 4/20/13	120 days
40	2.2.1 Site Survey	0%			1 day
41	2.2.2 Meeting with 911 Provider/Carrier	0%			1 day
42	2.2.3 VIPER change approval	0%			30 days
43	2.2.4 New Circuits Installed	0%			1 day
44	2.2.5 Pre-configure Router	0%			1 day
45	2.2.6 Pre-configure UCS Server	0%			3 days

Page 1

**Account**

United Accounts ACME Demo Company 1 Any Street Anywhere, CT

**Betty Acme**

ACME Demo Company  
 Account Number: 48125  
 Account Type: Even Rate  
 Reg. Email: 823456789@acme.com  
 IP Address: 12.1.1.11  
 Over Billing: 0

**Service Order**

ID	Status	Description	Created
12345	Open	rate on line	1/17/2014
123254	Open	need to order phone	1/17/2014

total Communications Inc. | 111 Burnham Street | East Hartford, CT | 06108 | USA  
 800-368-5024 | 860-264-2000 | admin@totalcomm.com

**Service Order # 123111 Details**

**Basic Information**

Account Name: ACME Demo Company  
 Address 1: 1 Any Street  
 City: Anywhere  
 State: CT  
 Zip/Postal Code: 04108  
 Country: U.S.A.

**Account Details**

Account Name: ACME Demo Company  
 Address 1: 1 Any Street  
 City: Anywhere  
 State: CT  
 Zip/Postal Code: 04108  
 Country: U.S.A.

**Service Details**

Service: 12345  
 Status: Open  
 Created: 1/17/2014  
 Last Modified: 1/17/2014  
 Account Number: 48125  
 IP Number: 12.1.1.11

total Communications Inc. | 111 Burnham Street | East Hartford, CT | 06108 | USA  
 800-368-5024 | 860-264-2000 | admin@totalcomm.com

**Home**

**Options**

**Portal Setup**

**Users**

**My Profile**

**Service**

**Bill Pay**

**Privacy Policy**

**Log Off**

**Request Service**

REQUEST SERVICE

**Home**

**Options**

**Portal Setup**

**Users**

**My Profile**

**Service**

**Bill Pay**

**Privacy Policy**

**Log Off**

**Work Items**

**Work Item Details**

Work Item ID: 12345

Created: 1/17/2014

Status: Open

Description: rate on line

# Remote Monitoring



The screenshot displays the Orion Network Performance Monitor interface, organized into several key sections:

- Network Summary Home:** Located at the top left, it lists various network elements such as Routers, Switches, and Servers.
- Map:** A central map showing the geographical distribution of network nodes across a region.
- Node Details - Cur-3500:** A detailed view of a specific node, featuring:
  - Performance Gauges:** Circular indicators for Average Response Time, Packet Loss, CPU Load, and Memory Usage.
  - Bar Charts:** Visualizations for Average Response Time and Packet Loss over a 24-hour period.
  - System Information:** Details such as Node Name, IP Address, and System Status.



# Magic Quadrant for Data Center Backup and Recovery Solutions

Published 10 October 2019 - ID G00380806 - 54 min read

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The data center backup and recovery market is rapidly changing as it addresses I&O leaders' needs for simpler, more agile and cost-optimized solutions. This research provides analyses of execution and vision of leading backup and recovery vendors and solutions.

## Strategic Planning Assumption

By 2022, 40% of organizations will replace their backup applications from what they deployed at the beginning of 2018.

## Market Definition/Description

The data center backup and recovery solutions Magic Quadrant focuses on vendors that deliver backup and recovery solutions to protect enterprise data center workloads. This research lists the criteria that vendors must satisfy to be included in the Magic Quadrant. Gartner defines data center backup and recovery solutions as products that are designed to:

- Capture a point-in-time copy (backup) of data across heterogeneous enterprise workloads.
  - Write the data out to a secondary device, such as tape, hard-disk drives, solid-state drives, an optical device, and/or to cloud services. The secondary device needs to be independent from the primary device.
  - Provide the ability to find and restore specific datasets to the original or alternate system.
- As the backup and recovery market is continuously changing, we simplified the market definition. Because this Magic Quadrant focuses on upper-midmarket and large-enterprise organizations, we refined the inclusion/exclusion criteria by increasing focus on international presence and size of the protected environment.

*Note: One of the requirements of this Magic Quadrant was that all products and capabilities evaluated had to be generally available in the market by 31 January 2019. The full evaluation of vendors was completed in May 2019, and thus the "as of" date in the graphic reflects this.*

## Magic Quadrant

Figure 1. Magic Quadrant for Data Center Backup and Recovery Solutions  
 Source: Gartner (October 2019)



## Vendor Strengths and Cautions

### Acronis

**Company information:** Acronis is a privately held company, founded in 2003 in Singapore, with dual headquarters in Schaffhausen, Switzerland, and Singapore, and 30 offices in the U.S., Europe and Asia. It develops backup, anti-malware, disaster recovery (DR), storage and enterprise file synchronization and sharing solutions (EFSS), with a focus on cybersecurity,

protection and recovery. Acronis delivers backup/recovery for on-premises and hosted data center environments, workstations and end-user devices, as well as public clouds.

**Product description and enhancements:** Acronis delivers a suite of products on the same codebase, with Acronis Backup as the core product for the data center; Acronis Cyber Cloud for service providers; and Acronis Cyber Infrastructure, which can be used as a backup target. Acronis Backup protects cloud-based data, data center workloads, remote offices and endpoints like workstations with a single product. Acronis' backup solutions are integrated with security for the protection of backups and primary data, and Acronis agents protect against malware, as well as offering blockchain-based service for data authenticity certification and validation.

Acronis has delivered several improvements to its backup product including increased scalability, expanded support for multiple hypervisors and virtual machine (VM) image conversion.

**Delivery model:** Acronis delivers Acronis Backup as a software solution for on-premises deployment, or hybrid cloud deployment with management server or storage hosted by Acronis or its service provider partners. Acronis Backup comes in both a standard and enterprise edition.

**Pricing model:** Acronis offers its software with a variety of pricing options. Customers can choose between capacity-based, per-CPU or per-VM licensing in either a perpetual or subscription-based model.

**Popular use cases:** Acronis Backup customers range from small to midsize data centers with a focus on the automotive, sports, entertainment services, and oil and gas industry. Customers select Acronis for its simplified approach, instant recovery, image-based backup capability, enhanced security features and low total cost of ownership (TCO). Its client-driven architecture makes it a good fit for edge deployments and highly distributed environments.

**Support:** Acronis delivers worldwide support, with a focus on local support available in multiple local languages. Customer reference checks indicate that overall the customer support experience is good.

### Strengths

- The Acronis Backup solution is a value-priced solution that has a specific focus on security and can address various use cases for backup and recovery of cloud-based data, remote offices, endpoints, and data center workloads with instant restore capabilities.
- Large enterprises in manufacturing and retail with highly distributed environments can use Acronis in an edge-to-cloud architecture without the need for a local appliance in each location.
- Acronis backup products and documentation are localized in 25 languages, thus providing a compelling and consistent user experience across multiple countries and regions.

### Cautions

- Acronis does not integrate with VM snapshot capabilities provided by Amazon Web Services (AWS) and Microsoft Azure, and it only supports agent-based backup for Windows and Linux environments.
- Acronis has slight differences in capabilities between its backup as a service (BaaS) offerings and its data center product, particularly for SaaS backup for G Suite, impacting customers using only the data center product with lesser functionality.
- Acronis has no support for in-memory databases such as SAP HANA and limited support for modern NoSQL databases such MongoDB and Cassandra.

## Actifio

**Company information:** Actifio is a privately held company, founded in 2009, with headquarters in Waltham, Massachusetts. Actifio delivers copy data management software — independent of hardware — as a foundation for creating virtual copies of data that can be leveraged for backup and recovery, and as a strategic asset for driving business initiatives, which the vendor markets as Data as a Service (DaaS).

**Product description and enhancements:** The core of Actifio’s solution is its Virtual Data Pipeline (VDP) technology, which runs as a virtual appliance in the data center or in the cloud. VDP creates virtual copies of application data for physical machines, virtual machines, cloud-based data or cloud apps using agentless or agent-assisted technology supported for many platforms and enterprise applications. Copies are updated using incremental-forever technology and support direct hot mount for fast recovery. In addition, Actifio delivers a separate DR orchestration tool.

Actifio delivered the following enhancements to its product:

- Support for Google Cloud
- Additional storage support for VMware Cloud on AWS by supporting AWS object storage while keeping “live mount” capabilities
- Cloud mobility supporting data and hypervisor migration between VMware, Azure, AWS and Google Cloud

**Delivery model:** Actifio software comes as a virtual appliance — called Actifio Sky — or as preintegrated appliance called Actifio CDX, which is the virtual appliance preinstalled on a dual-node, high availability (HA)-designed Dell PowerEdge Server. Actifio Sky is available in Azure, AWS and Google Cloud marketplaces.

**Pricing model:** The pricing model is entirely front-end-capacity-based. Incremental capacity steps are per 5TB. Actifio Global Manager (AGM), Resiliency Director (RD), and Object Recovery for Exchange and SharePoint licensing are in addition to the base capacity licensing. Actifio supports both perpetual and subscription-based licenses.

**Popular use cases:** While Actifio supports a diverse environment, the most popular use case is for supporting database backups, either physical or virtual. Actifio’s DR capabilities are also important to clients.

**Support:** Actifio delivers worldwide standard or premium phone-based support. Both support options are 24/7 with respective one-hour or four-hour response time.

### **Strengths**

- Actifio's technology is particularly effective for protection and recovery of large enterprise-class databases.
- Actifio extended its product line to enable hybrid cloud backup, cloud data mobility, DR replication and orchestration, and to support backup of cloud-native workloads in multiple clouds.
- Customers report high levels of satisfaction with regard to ease of use, recovery times and product support.

### **Cautions**

- Gartner clients indicate having challenges enabling the product with nondefault configurations of databases.
- Actifio Sky lacks traditional backup capabilities such as tape support and bare-metal recovery for operating systems.
- Despite being a decade old and having a competitive product portfolio, Actifio remains a relatively small organization with limited mind share in the enterprise, as it continues to rely on partners and service providers.

### **Arcserve**

**Company information:** Arcserve is a privately held company with headquarters in Eden Prairie, Minnesota. Arcserve was first established in 1983. It was part of CA Technologies between 1996 and 2014, but has been a private company since then. Arcserve has been serving the data protection market for more than three decades and has a broad portfolio of products to protect data both on-premises and in the cloud, with customers across all regions and a large presence in Japan.

**Product description and enhancements:** Arcserve's backup portfolio includes Arcserve Unified Data Protection (UDP); Arcserve Replication and High Availability for continuous data protection; Arcserve Backup for tape support; and Arcserve UDP Cloud Direct and UDP Cloud Hybrid for cloud-based backup, off-site retention and DR.

Arcserve also offers appliances to deliver both backup and disaster recovery using Arcserve UDP, Arcserve Backup and optional Arcserve Replication and High Availability. Appliances come in several capacities, with effective capacity from 12TB to 504TB on a single appliance, and scale to clouds, including Arcserve Cloud, Azure and AWS. Appliances include a certain amount of flash to support global deduplication.

Arcserve added the following enhancements to its products:

- Support for cloud-native BaaS/disaster recovery as a service (DRaaS)
- Support for Office 365 — Exchange and SharePoint

- NFS and CIFS share backup
- Virtual Standby and Instant Virtual Machine (IVM) to Amazon AWS and Azure
- Recovery of an SQL database to any point in time
- Cluster Shared Volumes File System (CSVFS) support for Microsoft SQL Server Failover Cluster Instance

Delivery model: Arcserve offers multiple delivery options including a software-only offering that can run on any Windows server; a fully integrated appliance; and “as a service” for both backup and disaster recovery.

Pricing model: Arcserve UDP software is a perpetual license and can be licensed per CPU socket, per OS instance or per TB, and it comes in five packaging options. Maintenance is a subscription-based service add-on for all perpetual licenses. The first year of software maintenance for UDP is not included in base licenses and must be purchased separately. All appliances come with UDP Advanced or Premium edition software and no additional licenses are needed.

Popular use cases: Arcserve is preferred by midsize enterprises that need a storage-efficient solution to protect physical servers running traditional applications and virtual machines. Arcserve appliances make it easy for enterprises with limited IT staff to deploy and manage backup, DR, replication and deduplication with software or with an all-in-one appliance that can also tier to the cloud for the long term or provide DR in the cloud.

Support: Arcserve offers technical support to customers with an active maintenance subscription agreement. Maintenance for appliances may be purchased in one-, three- or five-year increments for gold support (next-business-day on-site support) or platinum support (four-hour on-site support). Arcserve UDP Cloud Hybrid comes in annual subscription licensing with two primary components: storage in 1TB increments, and RAM for running VMs during DR, available in 4GB increments.

### Strengths

- Arcserve offers broad platform support, including physical and virtualized Microsoft and Linux-based environments supporting Microsoft-oriented workloads like SQL, Exchange, SharePoint and Active Directory.
- Arcserve customers can choose from a broad range of private or public cloud object storage targets to tier or backup data.
- Arcserve UDP has comprehensive support for Microsoft Azure, AWS and Azure Stack backup/recovery use cases.

### Cautions

- Arcserve UDP does not integrate with snapshot capabilities of leading public cloud providers such as AWS and Microsoft Azure.
- Gartner inquiries indicate that Arcserve has limited mind share in large enterprises.
- Arcserve UDP offers limited functionality for ransomware reporting and remediation.

## Cohesity

**Company information:** Cohesity is a privately held company with headquarters in San Jose, California, focused on consolidation of secondary data with cloud integration. It released its first product in 2015 and has been rapidly growing in both number of customers and revenue since then.

**Product description and enhancements:** Cohesity's product is an integrated offering that includes a backup application running on a scale-out file system. It employs a scale-out clusterlike design, which starts with minimum three nodes and scales in capacity and performance by adding nodes to the cluster. While it is an integrated offering, it requires separate licenses for backup software and storage software for the storage appliance. It also includes add-on licenses for cloud tiering, cloud DR and cloud archive.

Cohesity stores the backup data in application-native formats and exports file-based data over network-attached storage (NAS) protocols, which allows direct access to the backup data on the Cohesity appliance without having to restore the data. This ability to use the backup data directly from the backup appliance without having to restore opens new use cases that enable consolidation of secondary storage use cases.

New features introduced by Cohesity include:

- Backup of Office 365: Exchange Online
- Change block tracking for Isilon scale-out NAS
- General Data Protection Regulation (GDPR) reports
- Nutanix AOS 5.5 support

**Delivery model:** The Cohesity solution is delivered as software that powers hardware or virtual appliances. There are two main software products: DataPlatform, the scale-out storage software; and DataProtect, the software providing the backup services. Cohesity can also sell the hardware appliance and scale-out storage software without the backup software, to serve as a storage target for other backup applications or for non-backup-related use cases.

Cohesity solutions include multiple add-ons beyond the storage and backup software, to provide advanced functionality including cloud tiering, cloud DR and cloud archive.

**Pricing model:** Cohesity's pricing strategy is based on a fixed price for the appliance nodes and subscription-based pricing for the appliance software. The software subscription is based on the appliance capacity, where the minimum subscription term can be as little as one month. Software support is part of the subscription model, where hardware support is charged per year. Cloud tiering is based on capacity used on-premises or in the cloud.

CloudSpin recovers VMs in the cloud based on a price per 25 VMs. Tape archiving and granular recovery of Microsoft Exchange, Microsoft SQL and Microsoft SharePoint require additional charges as they're using third-party products.

**Popular use cases:** The primary use case Cohesity serves is backup of standard enterprise applications and virtual machine infrastructures. But Cohesity also exports the backup data

in native formats to enable additional use cases, including test and development, disaster recovery and analytics by serving data directly from its appliances.

Support: Cohesity offers 24/7 global support with one-hour response times, and up to five-year support contracts including a Platinum level that provides both a technical account manager and designated support engineer.

### Strengths

- Cohesity offers an integrated appliance that linearly scales both backup performance and storage capacity along with cloud tiering, replication and DR capabilities.
- Instant mass restore features provide the ability to restore several virtual machines within a short period, thus significantly reducing recovery time objectives.
- Cohesity integrates with APIs and frameworks provided by VMware ESXi (formerly ESX), Nutanix AHV, Microsoft Hyper-V and Cisco HyperFlex, thus improving overall backup efficiency and reducing recovery time.

### Cautions

- Cohesity has limited mind share in the geographical emerging markets as it continues to onboard partners in these regions.
- Support for granular recovery of Microsoft Exchange and SharePoint, and IBM iSeries backup and tape-out requires add-on third-party software and is charged separately.
- Cohesity does not support backup for databases hosted in VMware raw device mapping (RDM) logical unit numbers (LUNs), an architecture that is still prevalent in mission-critical database environments.

### Commvault

Company information: Commvault is a publicly traded data protection and information management company with its headquarters located in Tinton Falls, New Jersey.

Product description and enhancements: Commvault Complete Backup and Recovery is a highly scalable backup and recovery platform based on a traditional three-tier architecture of agents, media servers and a management server. The product consolidates backup, recovery, archiving, DR, replication, cloud integration and cloud backup functionality into a single offering based on a single software stack.

Commvault made the following changes:

- Repackaged its portfolio into four product lines:
  - Commvault Complete Backup and Recovery, its core backup and recovery software product
  - Commvault Orchestrate, its automation platform
  - Commvault Activate, a new platform to deliver information insight
  - Commvault HyperScale Appliance and HyperScale Software for delivering a scale-out solution
- Added two new smaller HyperScale appliances



- Introduced Command Center, an HTML5 user interface that replaced the original Java-based interface
- Enhanced its capabilities for protecting Office 365
- Enhanced its support capabilities with machine learning

Delivery model: Commvault Complete Backup and Recovery is delivered either as software, as a scale-out appliance or as hyperscale software for third-party hardware.

Pricing model: Commvault dramatically changed its pricing model to ease quoting and to lower the price of backup. Customers select licensing based on front-end capacity, number of VMs, physical CPUs or instances being protected in either a subscription-based or traditional purchasing model.

Popular use cases: Commvault is often selected by enterprise customers that favor its strong data protection management functions, hardware snapshot management functions, and cloud integration and protection capabilities. Organizations also favor the integrated source or target-based deduplication capabilities, eliminating dedicated deduplication appliances.

Support: Commvault offers worldwide support and opened a new support center in India to support the local market. Support is calculated separately but is included with its subscription-based licensing. Most customers select 24/7 support coverage. Commvault offers a large-enterprise support community for knowledge sharing and a Slack channel for engaging customers for product enhancements.

### Strengths

- Commvault Complete Backup and Recovery supports a broad range of operating systems, hypervisors, applications, databases, storage arrays, public cloud providers, and data management functions, and is the most comprehensive integrated product in the industry.
- Commvault continues to be an innovation leader and often responds to market needs earlier than competition with application support, flexible pricing models and use cases such as cloud data management.
- Gartner customer surveys indicate a high likelihood to recommend and repurchase a solution from Commvault.

### Cautions

- Despite recent improvements in user interface and design, Gartner clients continue to report challenges associated with product complexity and setup configuration.
- Commvault has limited mind share in the upper midmarket, as customers in this segment prefer less sophisticated products.
- Commvault HyperScale Appliances are still relatively new and are an unproven alternative for competing with scale-out vendors in this space.

### Dell EMC

Company information: With headquarters in Hopkinton, Massachusetts, the Dell EMC Data Protection Division is part of Dell Technologies' Infrastructure Solutions Group. EMC was

acquired by Dell in 2016, after which Dell decided to focus entirely on the EMC data protection portfolio and sold its Quest data protection portfolio.

Product description and enhancements: Dell EMC's backup product portfolio mainly consists of Data Protection Suite (DPS), which consists of nine different point solutions, and its Integrated Data Protection Appliance (IDPA) family.

Dell EMC announced:

- A new Integrated Data Protection Appliance (IDPA DP4400), which is a converged, integrated data protection appliance offering complete backup, deduplication, replication and recovery.
- Cloud Snapshot Manager, a SaaS offering that is used to protect AWS and Microsoft Azure instances.
- Dell EMC Cyber Recovery software that automates an end-to-end workflow to help customers with increased cyber resilience remediation through isolation and retention locking of protection copies, as well as full content inspection to find indicators of compromise.

Delivery model: Dell EMC Avamar and NetWorker, part of DPS, can be deployed as stand-alone products or in conjunction with Data Domain appliances. Both solutions protect on-premises physical and virtual environments as well as tier backup data to the public cloud. The IDPA comes as a fully integrated appliance combining backup software, deduplicated protection storage and management software. The physical configuration varies from a 2U single node to preconfigured racks, depending on the selected capacity.

Dell EMC Avamar, NetWorker and Data Domain are also available as virtual editions that can be installed in AWS and Microsoft Azure to protect applications in the cloud as well as to integrate with on-premises environments. The Cloud Snapshot Manager is offered via a SaaS model, and thus does not require additional software or hardware to be installed.

Pricing model: DPS is delivered as an Enterprise edition, Backup edition, VM edition, and Application and Archiving edition, all serving different use cases. Customers can either purchase DPS or consume it as a subscription-based model. Large enterprises often enter into a Transformational License Agreement that provides more flexibility. The Integrated Data Protection Appliance is available with a simple back-end capacity based pricing model.

Avamar, NetWorker and Data Domain are still available for individual purchase, but Dell EMC is focusing on selling the suite and/or the appliances. The NetWorker Virtual Edition, Avamar Virtual Edition and Data Domain Virtual Edition are available on AWS and the Microsoft Azure marketplace and can be consumed as subscriptions.

Popular use cases: DPS is commonly purchased in combination with Data Domain in large on-premises environments that include physical systems and virtual machines. NetWorker, Avamar and Data Domain can also be deployed for backing up HDFS environments. In addition, Avamar is often used for backing up servers in branch offices without the need for a local appliance or storage repository by deploying a lightweight software agent. IDPA is purchased by customers looking for simplicity and scale of integrated protection appliances.

**Support:** Dell EMC offers three different levels of support services — ProSupport with next business day, ProSupport with mission-critical option and ProSupport Plus. ProSupport Plus is the highest level of support and provides customers with direct access to two senior engineers 24/7, and monthly assessment and reporting, in addition to four-hour on-site response to Severity 1 issues.

### **Strengths**

- Dell EMC DPS is a comprehensive suite that addresses data protection requirements in physical, virtual and cloud environments.
- Dell EMC continues to exert strong influence in emerging markets as a result of its strong and loyal partner network.
- Dell EMC provides granular and application-consistent backup and recovery for SAP HANA; backup operations can be managed via SAP HANA CLI and multiple consoles offered by SAP.

### **Cautions**

- Customers must deploy a combination of products — Data Domain Virtual Edition, Avamar Virtual Edition, NetWorker Virtual Edition or Cloud Snapshot Manager to ensure adequate protection in cloud IaaS environments.
- Dell EMC IDPA does not integrate with snapshot capabilities offered by primary storage systems.
- Gartner client interactions demonstrate that existing DPS and Data Domain customers continue to express dissatisfaction regarding high annual maintenance fees.

## **IBM**

**Company information:** IBM is a technology conglomerate headquartered in Armonk, New York. IBM continues to make significant investments in its product and services portfolio, and to support key initiatives around data center and cloud technologies, analytics, mobility and the Internet of Things (IoT).

**Product description and enhancements:** IBM's Spectrum Protect Suite is a collection of multiple products to handle the data protection, hardware snapshot, and archiving needs for customers including physical, virtual, application, and database workloads. The core products are Spectrum Protect, Spectrum Protect Snapshot and Spectrum Protect Plus. Spectrum Protect Plus is a new component in the suite that focuses on ease of use, self-service, data reuse, agentless architecture, role-based access control, automation and low cost for virtual environments only.

In the past year, IBM has led with Spectrum Protect Plus to address enterprise data protection requirements for virtual machines, databases and applications — the first version of which was released in November 2017. It continued to enhance the product and introduce new capabilities such as support for MongoDB and Microsoft Exchange server backup.

Enhancements to the Spectrum Protect server include:

- Introduction of a new ransomware detection alert capability
- Ability to store data on IBM Cloud Object Storage write once, read many (WORM) media
- Retention sets for optimized management of archival data
- Tiering of inactive data to object storage to lower overall cost

**Delivery model:** Spectrum Protect Plus is delivered as a virtual appliance that can be installed in a VMware or Hyper-V environment. Spectrum Protect Plus is agentless, which means it does not require manual installation of code on the protected servers or endpoints.

**Pricing model:** The Spectrum Protect components are offered as perpetual licenses that have a yearly renewal charge for Software Subscription and Support. Spectrum Protect has different pricing models enabling flexibility for customers. It can be based on back-end capacity (after data reduction) or front-end capacity as well as processor value unit (PVU). IBM also has Entry licensing options for the small and midsize business (SMB) market. Spectrum Protect Plus is included in the Spectrum Protect Suite (or can be purchased separately) and is licensed per virtual machine.

**Popular use cases:** IBM Spectrum Protect Suite supports a wide variety of platforms, applications, and databases in both physical and virtual environments. Some of the popular use cases include Linux, AIX, Windows, VMware, Hyper-V, Db2, Oracle, SQL Server, Exchange Server and Spectrum Scale (known as General Parallel File System [GPFS] before 2015).

**Support:** IBM offers its customers 24/7 technical support via its support centers located in all major geographies. IBM's products are supported by extensive documentation readily available online.

### Strengths

- IBM Spectrum Protect scales very well as it can protect 4PB (or more) of data with a single instance of its server as validated and documented in its Spectrum Protect blueprints.
- IBM continues to successfully leverage its extensive and loyal worldwide partner network, which is particularly strong in emerging countries.
- The Spectrum Protect Suite is priced as per-back-end-TB consumed irrespective of application and data type, thus reducing licensing costs significantly.

### Cautions

- Spectrum Protect Plus can only be installed as a virtual appliance, which creates a dependency on the virtualization platform for availability and requires additional hypervisor CPU licenses.
- IBM Spectrum Protect Suite currently does not integrate with snapshot capabilities of AWS and Azure virtual instances.
- IBM Spectrum Protect Suite currently offers limited support for emerging technologies such as containers and hyperconverged systems.

### Micro Focus

**Company information:** Micro Focus is a software company with its headquarters based in Newbury, U.K. Micro Focus gained ownership of HP Data Protector in the September 2017 Hewlett Packard Enterprise (HPE) spin/merger of its software business with Micro Focus. Micro Focus decided not to respond to requests for information for this Magic Quadrant, but did review the draft contents of this research. Therefore, Gartner analysis is based on other credible and accepted public sources.

**Product description and enhancements:** Data Protector is well positioned for protecting physical and virtual environments. Micro Focus continues to make enhancements to Data Protector, albeit at a slower pace than its competition. It added support for:

- Amazon Simple Storage Service (Amazon S3) as a backup target destination
- Improved integration with HPE StoreOnce
- Improved role-based access control and security

**Delivery model:** Data Protector is offered as a software-only product and is available as Data Protector Express and Data Protector Premium. The Premium edition provides data protection for both physical and virtual environments as well as a broad range of applications. The Express edition is mainly for virtual environments.

**Pricing model:** Micro Focus Data Protector supports three licensing schemes:

- Socket-based licensing — available on Data Protector Express with release 10.10
- Traditional licensing based on features and backup targets — available for all versions of Micro Focus Data Protector software
- Capacity-based licensing — available with Micro Focus Data Protector 7.01 and above.

**Popular use cases:** Data Protector is used mainly in physical environments protecting mission-critical databases and business applications. Data Protector is often bundled with HPE StoreOnce, which is used as a backup target. Data Protector provides deep integration with SAP and SAP HANA environments, protecting both system and tenant databases in stand-alone and cluster SAP systems. Backup and recovery workflows can be directly executed using the SAP HANA Studio/SAP HANA Cockpit GUI or from the Data Protector console.

**Support:** Micro Focus support engineers provide 24/7 support covering all major geographies.

### Strengths

- Data Protector supports a broad range of operating systems, hypervisors, applications and on-premises as well as public cloud storage targets.
- Data Protector provides rich monitoring and analytics capabilities that simplify capacity management and ensure backup performance SLAs are met.
- The automated disaster recovery feature allows physical to physical (P2P) and physical to virtual (P2V) server migration to dissimilar hardware and hypervisor targets.

### Cautions

- Data Protector does not currently back up cloud-native IaaS workloads leveraging Cloud Snapshot mechanisms, nor does it back up SaaS applications like Office 365.
- Gartner has observed, through customer interactions and research, that existing Data Protector customers expressed dissatisfaction with the relative slow pace of innovation compared to competition.
- Micro Focus continues to rebuild its channel partner relationships, after the spin/merger with HPE. Based on customer interactions, Gartner has observed that this has resulted in below-average customer experience as channel partners switch to competitive solutions.

## Rubrik

Company information: Rubrik is a privately held company, founded in March 2014, based in Palo Alto, California. The company primarily focuses on data protection and management in hybrid IT environments, with a product it calls Cloud Data Management. Rubrik released its first product in 2015 and has seen significant adoption in both the number of customers and revenue since then.

Product description and enhancements: Rubrik's product portfolio includes the Rubrik Cloud Data Management (RCDM) platform, a scale-out-architecture-based data protection solution with cloud integration, and Polaris, a SaaS-based data management platform. Polaris currently offers two products — Polaris GPS, a tool that facilitates centralized policy management and reporting; and Polaris Radar, which provides ransomware detection and remediation. In 2018, Rubrik acquired Datas IO, a company that specializes in data protection of NoSQL databases.

Rubrik made several investments in its product. In addition to releasing new products such as Polaris GPS and Polaris Radar, it also made enhancements to RCDM by introducing capabilities including:

- Live mount for Oracle Databases
- Support for NAS Direct Archive
- Support for Office 365 backup — Microsoft Exchange only
- Support for SAP HANA backup

Delivery model: Rubrik Cloud Data Management is a scale-out software that can be deployed via Rubrik-provided hardware; third-party hardware from Cisco, HPE or Dell; virtual appliances for edge use cases; or cloud cluster-based deployments.

Pricing model: Rubrik offers perpetual licensing with a fixed annual maintenance cost for all its appliances. The software licensing is all-inclusive and sold as a bundle as a part of each appliance's capacity and not per front-end TB being protected. Rubrik also offers a software-only version that can be deployed on certified third-party hardware that is licensed based on a back-end TB-per-year subscription. The same pricing model is available for virtual RCDM appliances used to protect public-cloud-native workloads on AWS and Microsoft. RCDM is available on the Microsoft Azure Marketplace, but not on the AWS Marketplace. For AWS, Rubrik posted a listing on its private marketplace.

Popular use cases: Rubrik is most commonly deployed by customers to protect highly virtualized on-premises environments and hybrid environments that leverage AWS and Microsoft Azure. In addition, Rubrik sees many of its customers adopting its protection for physical and virtualized databases. Customers often archive data from an on-premises Rubrik appliance to the cloud for long-term retention and/or leverage the public cloud for the purpose for test/dev or disaster recovery.

Support: Support teams are based in eight major cities covering all geographies with a follow-the-sun approach providing global 24/7 support. Proactive monitoring and dedicated technical support engineers are provided as add-on services.

### Strengths

- Rubrik customers have reported a high level of product satisfaction, consistently highlighting aspects such as deployment simplicity and simplification of daily operations.
- Rubrik provides a granular and comprehensive set of capabilities for backing up data to the cloud and protecting public-cloud-IaaS-based instances in AWS and Microsoft Azure.
- Rubrik's Live Mount feature provides automated rapid recovery and test/dev for Oracle Databases and SQL Databases, as well as for VMware and Hyper-V virtual machines.

### Cautions

- Rubrik leverages several OEM solutions to deliver total functionality. For example, support for granular recovery of Microsoft Exchange and SharePoint is offered by Ontrack and tape support is offered by sending data to a QStar LTFS back end.
- Protecting virtual machines and applications in public cloud only is cost-prohibitive for small and midsize deployments as it requires a minimum four-node RCDM cluster.
- Deployments in emerging geographies depend heavily on the capabilities of local channel partners as Rubrik continues to expand in these regions.

### Unitrends, a Kaseya Company

Company information: Unitrends was acquired by Kaseya in 2018. Kaseya is a privately held company with headquarters in Miami. Kaseya offers IT management solutions for managed service providers (MSPs) and internal IT organizations. Unitrends focuses on data protection solutions for SMBs and upper-midmarket enterprises. As part of the larger Kaseya organization, Unitrends now offers additional data protection capabilities including backup and recovery of SaaS applications through Kaseya's Spanning Cloud Apps offering.

Product description and enhancements: Unitrends Backup consolidates backup, replication, deduplication and disaster recovery into a single solution. It is available as an easy-to-deploy integrated appliance or as a virtual machine that can be deployed in the cloud or on customers' own hardware. New features include its eighth-generation appliance, Nutanix AHV integration, and predictive-analytics-based ransomware detection.

Delivery model: Unitrends Backup products are delivered as virtual appliances or Recovery Series hardware appliances. Virtual appliances are software-based VMs that can be deployed

on customers' own hardware or in the cloud. Unitrends appliances are offered in 15 different sizes from 2TB to 120TB, catering to the needs of both small and midsize businesses.

**Pricing model:** Pricing for appliances is based on usable capacity in the appliance (\$/TB).

**Maintenance** is a fixed percentage of the appliance manufacturer's suggested retail price (MSRP) per year and must be purchased for one, three or five years with the appliance.

**Software** is priced for either number of sockets or number of servers being protected and comes in four different editions offering varying levels of protection.

**Popular use cases:** Unitrends is preferred by enterprises with limited staff, due to its all-in-one solution for both data protection and disaster recovery, delivered in an easy-to-deploy appliance. It makes it easy for organizations to store older backups to the cloud by supporting tiering to AWS, Azure, Google or any S3-compliant object store. Unitrends also supports protection of VMs running in AWS and Azure.

**Support:** Unitrends provides 24/7 technical support with a team that is colocated with development, both based in the U.S. Unitrends leverages analytic tools to proactively detect hardware failures and identify known problems. Customer references indicate a high degree of satisfaction.

### Strengths

- The Recovery Series appliance is available in 18 different models that can serve a broad range of capacity needs of Unitrends' customers.
- Unitrends Backup software and appliances support all major cloud providers — AWS S3/S3 Standard-Infrequent Access, Microsoft Azure Blob Storage and Google Cloud Storage — as a backup target.
- Unitrends has strong presence and mind share in SMBs and upper-midmarket enterprises.

### Cautions

- Unitrends Backup software and appliances do not support granular table-level recovery of relational databases or object-level recovery of Active Directory systems.
- Unitrends does not integrate with hardware snapshots from primary storage arrays, thus impacting host performance and/or storage snapshot management complexity.
- Unitrends has limited influence among large system integrators and channel partners, thus limiting its presence in the large enterprise market.

### Veeam

**Company information:** Veeam is a private software company based in Baar, Switzerland. Veeam was founded in 2006 and has become one of the largest independent data protection software companies. Veeam is adopted by midmarket and enterprise customers focusing on backing up virtualized environments. Over the past few years, Veeam has adopted support for more heterogeneous operating systems, enterprise applications and tape support capabilities to satisfy its growing enterprise customers' needs.



**Product description and enhancements:** Veeam's portfolio consists of the Veeam Availability Suite, which includes Veeam Backup & Replication, Veeam Agents for servers and workstations, Veeam Backup & Replication for AWS and Veeam ONE; with Veeam Backup & Replication being the core product. Veeam Backup & Replication software is available as a free community edition, a standard edition, and an enterprise and enterprise plus edition, where the difference lies in the number of supported options. Veeam Backup & Replication Suite offers agentless backup for VMs, Veeam Agents for heterogeneous support of physical hosts, and Veeam ONE, which provides monitoring and analytics.

In addition, Veeam delivers Availability Orchestrator, which is an enhanced orchestration tool for disaster recovery automation, and N2WS Backup & Recovery, a cloud-native tool for backing up Amazon Elastic Compute Cloud (Amazon EC2) instances and cloud-native AWS applications.

Veeam's core backup architecture for protecting virtual machines is based on a centralized management server, one or more physical or virtual proxy servers that perform agentless backups, and one or more backup targets that store the data. Heterogeneous clients are protected by using the Veeam Agents.

Veeam made the following changes to its portfolio:

- Acquisition of N2WS for AWS backup and recovery.
- Delivered DataLabs, a redesigned version of Virtual Labs instant mount capability.
- Introduced Veeam Availability Orchestrator.
- Added support for AIX and Solaris.
- Added native cloud tiering to AWS, Azure/Azure Stack, IBM Cloud- and Amazon S3-compliant object storage.
- Delivered two new version of backup for Microsoft Office 365 support (adding SharePoint, OneDrive and performance and scalability improvements).
- Added support for Nutanix AHV.
- Added support for Infinidat and Pure Storage flash arrays.

**Delivery model:** Veeam delivers software only. However, Veeam partners deliver certified solutions that provide appliance-like experiences. Veeam has a very large service provider network providing a hybrid extension for data center backup, replication, offloading or disaster recovery services. Veeam is completely delivered by the channel and is available on the price lists of multiple server and storage vendors.

**Pricing model:** Veeam delivers multiple pricing options. In general, customers either buy the software or leverage the subscription model. For traditional purchases, pricing is per physical CPU being protected. Customers leveraging the annual or multiyear subscription model utilize a license per protected VM. Support is priced as a percentage of MSRP price, where the first year of maintenance is free. Subscription-based pricing includes support.

**Popular use cases:** Veeam's most popular use case is the backup of virtual machines; however, its installed base for heterogeneous support with Veeam Agents is growing significantly.

Support: Veeam delivers worldwide support services available as Basic support, which includes workday support eight hours a day, five days a week; Production Support, with 24/7 coverage; and Premier Support for its largest customers.

### Strengths

- Veeam supports customers transitioning to the cloud by offering compelling hybrid cloud backup and cloud-native backup capabilities for AWS environments.
- Veeam has a large and reliable ecosystem of partners and system integrators that enables it to support customers in both mature and emerging markets.
- Veeam's customers often highlight its ease of use, simplified deployment and configuration experience.

### Cautions

- Delays in comprehensive support for NAS backup is forcing customers to continue using other backup vendor software alongside Veeam.
- While Veeam's acquisition of N2WS helps it protect AWS customer environments, integration with Microsoft Azure and GCP remains largely a work in progress.
- Veeam lists its product suite at a significantly higher price in Asia/Pacific when compared to other regions.

### Veritas Technologies

Company information: Veritas is a privately held company based in Santa Clara, California. It was founded in 1983, before being purchased by Symantec in 2004 and subsequently sold to The Carlyle Group, a global investment firm in 2016. Veritas is a data management software company with a broad portfolio of offerings including backup and recovery, business continuity, information governance, software-defined storage and multicloud data management. Veritas especially caters to the needs of large enterprises.

Product description and enhancements: Veritas' backup and recovery portfolio includes NetBackup, Backup Exec, and other products for edge devices and SaaS applications. This Magic Quadrant focuses on only NetBackup and NetBackup appliances. NetBackup has been the market leader for revenue in the backup and recovery market for more than a decade, and includes a broad set of functionality and comprehensive protection for traditional applications.

Functionality introduced by Veritas includes:

- Multiple product enhancements to protect new workloads and hypervisors.
- A new web UI that streamlines backup workflows based on role to reduce complexity in day-to-day management seen in previous releases.
- The Smart Meter feature shows real-time front-end TB usage to help stay in license compliance. This feature was introduced to reduce the need for license audits and license true-ups.

- The new CloudCatalyst capability to tier deduplicated backup data to cloud object storage from both on-premises and the cloud, supporting cloud workloads. CloudCatalyst is available as appliance or software edition.

**Delivery model:** Veritas delivers NetBackup both as a software-only offering that can be deployed on a customer's own hardware, and as an integrated scale-up appliance that runs the backup software and stores backup data on the same appliance.

**Pricing model:** NetBackup appliances are priced based on the hardware configuration and the total capacity supported. The NetBackup software offering is available as a metered offering based on either protected capacity, protected physical CPUs or per protected physical server.

**Popular use cases:** NetBackup is a matured product that is proven in the most demanding environments, thus it is favored by large organizations with a complex mix of legacy, traditional and modern applications.

**Support:** The Veritas support offering is always based on 24/7 support with a 30-minute response time (Essential). There is an additional option for adding a remote specialist, a designated engineer and a lower response time (Business Critical Services [BCS]) or adding a dedicated account manager with proactive maintenance (BCS Premier)

### Strengths

- Veritas NetBackup software supports a broad range of operating systems, hypervisors and relational databases.
- Veritas NetBackup software has proven scale with several customers deploying multiple petabytes and more than 1,000 clients in a single environment.
- Veritas integrates with a wide range of storage arrays; object storage; public, private and hybrid cloud targets; and tape device vendors.

### Cautions

- Existing Veritas customers continue to express dissatisfaction with compliance audits, thus forcing them to explore alternative solutions in the market.
- Unlike most new backup appliances in the market, Veritas appliances scale in storage capacity and not compute, requiring additional data movers for better performance in larger environments.
- Veritas requires a cloud gateway — CloudCatalyst — to transfer data to the cloud, thus complicating deployment architecture.

## Vendors Added and Dropped

We review and adjust our inclusion criteria for Magic Quadrants as markets change. As a result of these adjustments, the mix of vendors in any Magic Quadrant may change over time. A vendor's appearance in a Magic Quadrant one year and not the next does not necessarily indicate that we have changed our opinion of that vendor. It may reflect a change

in the market and, therefore, changed evaluation criteria, or of a change of focus by that vendor.

### Added

Acronis was added to this Magic Quadrant as it met the inclusion criteria.

Cohesity was added to his Magic Quadrant as it met the inclusion criteria.

Micro Focus was added after it purchased HPE's backup product — Data Protector.

### Dropped

HPE was dropped after it sold its backup product — HPE Data Protector — to Micro Focus.

## Inclusion and Exclusion Criteria

To qualify for inclusion, vendors must meet the following criteria at the time that initial research and survey work commenced (January 2019), unless otherwise noted:

1. The vendor's qualifying backup and recovery solution(s) must be sold and marketed primarily to upper-midsize and large-enterprise organizations. Gartner defines the upper-end midmarket as being 500 to 999 employees, and the large enterprise as being 1,000 employees or greater. Vendors must provide evidence to support these criteria signed by the CEO or another authorized executive.
2. The vendor's qualifying backup solutions must focus on protecting enterprise environments running in the data center. The data center can be either a traditional data center or colocated. Protection of cloud-based workloads is seen as an extension of these core capabilities.
3. The vendor must have a backup and recovery solution commercially available for at least three calendar years prior to January 2019, i.e., it must have been commercially available at least as early as 1 January 2016.
4. The vendor must have generated greater than \$50 million of total revenue for its data center backup and recovery solution(s) in 2018 (either calendar or fiscal 12 months prior to January 2019) *and* have an installed base of at least 350 customers within the defined market. In addition, at least 250 of the 350 customers must have implemented protection of a minimum of 100 physical servers or 250 virtual servers from a single deployment. All criteria are exclusive of specific endpoint, branch office or lower-midmarket backup and recovery offerings.
5. The vendor must actively resell and support its branded backup and recovery products in at least two major geographic regions of North America, Europe or Asia/Pacific, with no less than 20% of total revenue and existing customer count originating from outside of its major region.
6. The vendors' products must support the minimal backup and granular restores for both physical and virtualized deployments of:
  - o Hypervisor: VMware and Hyper-V
  - o Applications: Microsoft Exchange and SharePoint

- Operating Systems: Windows and Linux
- Databases: Oracle and SQL
- 7. The vendor's product may be sold either as a software-only offering or as an integrated backup storage appliance (backup application plus backup storage in a single integrated offering).

**Exclusion Criteria:**

Vendors were excluded from this Magic Quadrant if any of the following criteria applied:

1. Vendors offering products or solutions based on mostly third-party partnership(s).
2. Products that serve as a target or destination for backup, but do not actually perform the backup and restore management function.
3. Vendors offering backup as a service, but not a backup product.
4. Point products to back up endpoints, distributed remote offices and lower-midmarket environments, used in distributed enterprises.
5. Products for a homogeneous environment, such as native tools from Microsoft or VMware, or dedicated to a storage environment, primarily for the vendors' own platforms.
6. Products that serve primarily as traditional replication and disaster recovery tools.
7. Products that serve primarily for managing existing snapshot and replication capabilities of storage arrays.

Gartner will continue to cover emerging vendors, as well as vendors and products that do not yet meet the above inclusion criteria.

## Evaluation Criteria

### Ability to Execute

Gartner analysts evaluate vendors on the quality and efficacy of the processes, systems, methods or procedures that enable IT provider performance to be competitive, efficient and effective, and to positively impact revenue, retention and reputation within Gartner's view of the market.

**Product/Service:** Core goods and services that compete in and/or serve the defined market. This includes current product and service capabilities, quality, feature sets, skills, etc. Specific characteristics considered include:

- Breadth of offerings
- Depth and functionality of the various products
- Value-added products

**Overall Viability (Business Unit, Financial, Strategy, Organization): Financials:** This is an assessment of the organization's overall financial health, the financial and practical success of the business unit, and the likelihood that the individual business unit will continue to invest

in the product and advance the state of the art in the organization's product portfolio. Specific characteristics considered include:

- Market metrics, profitability and revenue growth
- Overall organization's financial health
- Level of investment in this market
- Strategic stability (no strategy shifts, platform shifts, disruptive changes, etc.)

Sales Execution/Pricing: Gartner looks at the vendor's capabilities in all presales activities and the structure that supports them. This includes deal management, pricing and negotiation, presales support, and the overall effectiveness of the sales channel. Specific characteristics considered include:

- Number of new customers added during the past 12 months
- Number of customers renewed during the past 12 months
- Distribution of customers in terms of number protected CPUs or capacity, customer size and vertical segments
- Competitiveness and diversity of pricing options
- Transparency and ease of pricing including line items, list prices and discounts

Market Responsiveness and Track Record: Ability to respond, change direction, be flexible and achieve competitive success as opportunities develop, competitors act, customer needs evolve, and market dynamics change. This criterion also considers the vendor's history of responsiveness to changing market demands. Specific characteristics considered include:

- Product enhancements during the past 12 months that align with vision
- New product and service launches during the past 12 months that align with the vendor's vision
- Track record of new product success
- On-time delivery of roadmap

Marketing Execution: The clarity, quality, creativity and efficacy of programs designed to deliver the organization's message in order to influence the market, promote the brand, increase awareness of products and establish a positive identification in the minds of customers. This "mind share" can be driven by a combination of publicity, promotional, thought leadership, social media, referrals and sales activities. Specific characteristics considered include:

- Mind share among customers, that is, Gartner end users that mentioned the vendor without being prompted.
- Marketing messages that are based in the vendor's ability to deliver real business value, not empty hype or unfounded claims.
- Clear messaging, product naming and an ability to succinctly state why the vendor and/or its product(s) are unique.

- How well the messaging resonated with the buying public without causing confusion.  
Customer Experience: The experience of quality for supplier/buyer interactions product satisfaction, technical support, or account support. This may also include ancillary tools, customer support programs, availability of user groups, service-level agreements, etc. Specific characteristics considered include:
  - Ease of doing business and quality of account management.
  - Level of satisfaction about the product based on reference checks and Gartner inquiries.
  - Quality and responsiveness of the vendor's technical support.
  - The portal experience, including ticketing, billing, usefulness of the documentation and customer communications.
  - Service-level agreements.
  - Contract quality.
- Operations: The ability of the organization to meet goals and commitments. Factors include:
  - Quality of the organizational structure
  - Skills
  - Experiences
  - Programs
  - Systems
  - Other vehicles that enable the organization to operate effectively and efficiently

Table 1: Ability to Execute Evaluation Criteria

Enlarge Table

Evaluation Criteria	Weighting
Product or Service	High
Overall Viability	High
Sales Execution/Pricing	High
Market Responsiveness/Record	High

Evaluation Criteria	Weighting
Marketing Execution	Medium
Customer Experience	High
Operations	Not Rated

Source: Gartner (October 2019)

## Completeness of Vision

Gartner analysts evaluate a vendor's ability to convincingly articulate its view of the market. This includes current and future market direction, innovation, customer needs, and competitive forces and how well they map to Gartner's view of the market.

**Market Understanding:** Gartner looks at the technology provider's ability to understand buyer's needs, and to translate those needs into products and services. Vendors that show the highest degree of vision, listen to and understand buyer's wants and needs, and can shape or enhance those wants and needs with their added vision receive high ratings. Specific characteristics considered include:

- Vision of current and future buyer needs.
- Overall product and service portfolio alignment with market needs.
- Short- and long-term strategy for realizing this vision.

**Marketing Strategy:** Clear, differentiated messaging consistently communicated internally, externalized through social media, advertising, customer programs and positioning statements. Specific characteristics considered include current status and future changes to:

- Marketing mix and channels.
- Clear messaging and customer guidance on evolution of different generations of products.
- Clear and consistent positioning of multiple or overlapping products.

**Sales Strategy:** This considers the vendor's strategy for selling products. Does it use the appropriate network of direct and indirect sales, marketing, service and communication affiliates that extend the scope and depth of market reach and sales efficiency?

Specific characteristics considered include current status and future changes to:

- Scale product and services sales.
- Direct versus indirect mix of products and services.



**Offering (Product) Strategy:** A vendor's approach to product development and delivery that emphasizes differentiation, functionality, methodology and feature set as they map to current and future requirements. Specific characteristics considered include current status and future changes to:

- Dedication to data protection.
- Resources aligned to product development.
- Product development methodology.
- Strategy to enhance existing products with new features.
- Strategy to enhance the product portfolio with new products (buy, build, integrate).
- Strategy to differentiate products from the competition.

**Business Model:** The soundness and logic of a vendor's underlying business proposition. Does the vendor understand how to leverage key assets to grow profitability? Can it gain additional revenue by charging separately for optional, high-value features in the data protection market? Other key attributes of the business model are reflected in how the vendor uses partnerships to increase sales. The ability to build strong partnerships with a broad range of technology partners and associated system integrators demonstrates leadership. Specific characteristics considered include the current status and future changes to:

- Business logic and design (how to make money and remain profitable)
- Additional revenue generation (sell up)
- Future scalability
- Partnerships
- Ecosystem

**Vertical/Industry Strategy:** This measures the vendor's strategy to direct resources, skills and offerings to meet the specific needs of industry and/or vertical markets. Specific characteristics considered include current status and future changes to:

- Resources aligned to different verticals or industries.
- Industry- and/or vertical-specific offerings like regulated workloads such as healthcare, government, and PCI-compliant e-commerce, including associated marketing collateral and programs.
- Industry-specific independent software vendors (ISVs) and channel partners.

**Innovation:** This measures a vendor's ability to move the market into new solution areas, and to define and deliver new technologies. Specific characteristics considered include the current status and future changes to:

- Track record for innovation.
- Roadmap for the next 12 months that enhances existing products or services.
- Roadmap for the next 12 months to add new products or services.

- Roadmap for the next 12 months to address new markets.  
 Geographic Strategy: The vendor’s strategy to direct resources, skills and offerings to meet the specific needs of geographies outside the “home” or native geography, either directly or through partners, channels and subsidiaries, as appropriate for that geography and market. Specific characteristics considered include current status and future changes to:
  - Twelve-month global expansion strategy outside the home market for:
    - Locations
    - Revenue growth
    - Sales and presales
    - Channel partners
    - Support

Table 2: Completeness of Vision Evaluation Criteria

Enlarge Table

Evaluation Criteria	Weighting
Market Understanding	High
Marketing Strategy	Medium
Sales Strategy	Medium
Offering (Product) Strategy	High
Business Model	Medium
Vertical/Industry Strategy	Medium
Innovation	High
Geographic Strategy	Medium

Source: Gartner (October 2019)

## Quadrant Descriptions

### Leaders

Leaders have the highest combined measures of Ability to Execute and Completeness of Vision. They have the most comprehensive and scalable product portfolios. They have a proven track record of established market presence and financial performance. For vision, they are perceived in the industry as thought leaders, and have well-articulated plans for enhancing recovery capabilities, improving ease of deployment and administration, and increasing their scalability and product breadth. A fundamental sea change is occurring in the backup and recovery market. For vendors to have long-term success, they must plan to address the legacy requirements of traditional backup and recovery, while looking to expand their integration with and exploitation of emerging applications, hypervisors, snapshot and replication technologies, and public cloud capabilities. A cornerstone for Leaders is the ability to articulate how new requirements will be addressed as part of their vision for recovery management. As a group, Leaders can be expected to be considered part of most new-purchase proposals and to have high success rates in winning new business. This does not mean, however, that a large market share alone is a primary indicator of a Leader. Leaders are strategic vendors, well positioned for the future having established success in meeting the needs of upper-midsize and large data centers.

### Challengers

Challengers can execute today, but they have a more limited vision than Leaders, or they have yet to fully produce or market their vision. They have capable products and can perform well for many enterprises. These vendors have the financial and market resources and the capabilities to potentially become Leaders, but the important question is whether they understand the market trends and market requirements to succeed tomorrow, and whether they can sustain their momentum by executing at a high level over time. A Challenger may have a robust backup portfolio, but has not yet been able to fully leverage its opportunities or does not have the same ability as Leaders to influence end-user expectations and/or be considered for substantially more or broader deployments. These vendors may not devote sufficient development resources to delivering products with broad industry appeal and differentiated features in a timely manner, or effectively market their capabilities and/or fully exploit enough field resources to result in a greater market presence.

### Visionaries

Visionaries are forward-thinking, advancing their portfolio capabilities ahead, or well ahead, of the market, but their overall execution has not propelled them into being Challengers or possibly Leaders. (Often, this is due to limited sales and marketing or elongated time to initially install and configure, but sometimes due to scalability or breadth of functionality

and/or platform support.) These vendors are predominantly differentiated by product innovation and perceived customer benefits, but because some are relatively new to the market, they have not yet achieved solution completeness or sustained broad sales, marketing and mind share success, or demonstrated continued successful large-enterprise deployments required to give them the higher visibility of Leaders. Some vendors move out of the Visionaries quadrant and into the Niche Players quadrant because their technology is no longer visionary (the competition caught up to them) and/or they have not been able to establish a market presence that justifies moving to the Challengers or Leaders quadrants, or even remaining in the Visionaries quadrant.

## Niche Players

It is important to note that Gartner does not recommend eliminating Niche Players from customer evaluations. Niche Players are specifically and consciously focused on a subsegment of the overall market, or they offer relatively broad capabilities without very-large-enterprise scale, or the overall success of competitors in other quadrants. In several cases, Niche Players are very strong in the upper-midsize-enterprise segment, and they also opportunistically sell to large enterprises, but with offerings and overall services that, at present, are not as complete as other vendors focused on the large-enterprise market. Niche Players may focus on specific geographies, vertical markets, or a focused backup deployment or use-case service; or they may simply have modest horizons and/or lower overall capabilities compared with competitors. Other Niche Player vendors are too new to the market or have fallen behind, and, although worth watching, have yet to fully develop complete functionality, or to consistently demonstrate an expansive vision or the Ability to Execute.

## Context

Data is the lifeblood of every organization, and, as such, it must be protected not only from an availability point of view, but also from a recoverability point of view. Thus, backup and recovery are and remain one of the most critical, but also most challenging, operations in the data center, as they require an additional architecture on top of the core application to protect and recover the data.

Backup and recovery have always been challenging, as it is much harder to copy and extract data from an application than it is to create the actual data. In particular, the extreme growth of data, new application and data types, new deployment models like cloud, and new threats like ransomware make this a daunting task.

The practice of backup and recovery has undergone a number of changes (such as new protection and recovery techniques, new deployment options and pricing models, and a new, expanded set of vendors to consider). It has also seen challenges, such as how to protect server-virtualized environments, very large databases, emerging next-generation databases and big data applications, as well as how to integrate with the cloud and/or how to protect

IaaS, PaaS and SaaS applications. Gartner end-user inquiry call volume regarding backup has been rising continuously over the past years. Organizations worldwide are seeking ways to dramatically simplify the art of data protection and recovery.

## Market Overview

For years now, many organizations have continued to rearchitect their backups to modernize their approach in order to handle new data types and deployment models, and increased workload volumes, and to improve backup and restore times to meet rising SLAs. Disk-based solutions (including backup directly to disk and, perhaps additionally, to a cloud target; array-based snapshot and replication exploitation; server virtualization backup features; and leveraging compression, deduplication and other data management efficiency technologies) are default today. However, as data continues to grow, new applications and deployment models will grow and this situation will persist.

Today, ease of deployment, instant recovery and, especially, a greater ease of daily administration are key requirements. The backup and recovery market is also consolidating many features like data replication, (cloud) disaster recovery automation and orchestration, and intercloud data mobility on a single platform. In addition, backup vendors are adding data management functionality to their backup platforms to support analytics, test/dev and/or ransomware detection on cloud copies of backup data to deliver a higher return on the investment of data protection.

Gartner sees that many organizations are willing to deploy multiple backup solutions in an attempt to best match the needs of what is being protected (Office 365, remote office, VMs, SharePoint, etc.), to contain product costs and/or to implement a solution that the staff will find easy to use. As a result, large vendors are no longer viewed as being safe choices, with many losing market share to emerging providers. Today, the market is willing to take on more risk with vendors and solutions than in the past; a trend that Gartner believes will remain on the rise for the next several years

## Evidence

Placement on the Magic Quadrant is based on Gartner's view of a vendor's performance against the criteria noted in this research. Gartner's view regarding vendor placement on the Magic Quadrant is heavily influenced by more than 2,800 inquiries, and conferences and one-on-one meetings with Gartner clients on the topic of backup/recovery solutions, conducted since the publication of the last iteration of this Magic Quadrant. Gartner also utilizes worldwide end-user surveys, Gartner conference kiosk surveys, Gartner conference session polling data, gartner.com Research Circle polls and Gartner Peer Insights. The Magic Quadrant methodology includes the solicitation of references from each vendor; for this Magic Quadrant, Gartner conducted more than 140 reference checks (via electronic survey and/or live interview) from a set of customers provided by each vendor. The included

vendors submitted just over 500 pages of responses to Gartner's Magic Quadrant survey on this topic, which were used as the basis for subsequent vendor briefings and follow-up meetings, product demonstrations, and correspondence.

Additionally, this research drew input from other Gartner analysts, industry contacts and public sources, such as U.S. Securities and Exchange Commission filings, articles, speeches, published papers and public domain videos.

## Evaluation Criteria Definitions

### Ability to Execute

**Product/Service:** Core goods and services offered by the vendor for the defined market. This includes current product/service capabilities, quality, feature sets, skills and so on, whether offered natively or through OEM agreements/partnerships as defined in the market definition and detailed in the subcriteria.

**Overall Viability:** Viability includes an assessment of the overall organization's financial health, the financial and practical success of the business unit, and the likelihood that the individual business unit will continue investing in the product, will continue offering the product and will advance the state of the art within the organization's portfolio of products.

**Sales Execution/Pricing:** The vendor's capabilities in all presales activities and the structure that supports them. This includes deal management, pricing and negotiation, presales support, and the overall effectiveness of the sales channel.

**Market Responsiveness/Record:** Ability to respond, change direction, be flexible and achieve competitive success as opportunities develop, competitors act, customer needs evolve and market dynamics change. This criterion also considers the vendor's history of responsiveness.

**Marketing Execution:** The clarity, quality, creativity and efficacy of programs designed to deliver the organization's message to influence the market, promote the brand and business, increase awareness of the products, and establish a positive identification with the product/brand and organization in the minds of buyers. This "mind share" can be driven by a combination of publicity, promotional initiatives, thought leadership, word of mouth and sales activities.

**Customer Experience:** Relationships, products and services/programs that enable clients to be successful with the products evaluated. Specifically, this includes the ways customers receive technical support or account support. This can also include ancillary tools, customer support programs (and the quality thereof), availability of user groups, service-level agreements and so on.

**Operations:** The ability of the organization to meet its goals and commitments. Factors include the quality of the organizational structure, including skills, experiences, programs, systems and other vehicles that enable the organization to operate effectively and efficiently on an ongoing basis.

## Completeness of Vision

**Market Understanding:** Ability of the vendor to understand buyers' wants and needs and to translate those into products and services. Vendors that show the highest degree of vision listen to and understand buyers' wants and needs, and can shape or enhance those with their added vision.

**Marketing Strategy:** A clear, differentiated set of messages consistently communicated throughout the organization and externalized through the website, advertising, customer programs and positioning statements.

**Sales Strategy:** The strategy for selling products that uses the appropriate network of direct and indirect sales, marketing, service, and communication affiliates that extend the scope and depth of market reach, skills, expertise, technologies, services and the customer base.

**Offering (Product) Strategy:** The vendor's approach to product development and delivery that emphasizes differentiation, functionality, methodology and feature sets as they map to current and future requirements.

**Business Model:** The soundness and logic of the vendor's underlying business proposition.

**Vertical/Industry Strategy:** The vendor's strategy to direct resources, skills and offerings to meet the specific needs of individual market segments, including vertical markets.

**Innovation:** Direct, related, complementary and synergistic layouts of resources, expertise or capital for investment, consolidation, defensive or pre-emptive purposes.

**Geographic Strategy:** The vendor's strategy to direct resources, skills and offerings to meet the specific needs of geographies outside the "home" or native geography, either directly or through partners, channels and subsidiaries as appropriate for that geography and market.

# Connecticut<sup>®</sup>

DAS Contract # 18PSX0202  
Cisco Products & Services



**TOTAL**  
COMMUNICATIONS

**Frontier**  
COMMUNICATIONS

  
Master  
Collaboration  
Partner

  
Gold  
Partner



**TOTAL**  
COMMUNICATIONS

**+** **Frontier**  
COMMUNICATIONS

## Frontier + Total: Be Confident.

Frontier is a publicly owned company delivering state of the art network technology to businesses in 28 states. Total Communications is a wholly-owned subsidiary of Frontier, with significant experience in Cisco® technology. Together, Frontier + Total can bring a powerful combination of global capabilities, local presence, and Cisco® expertise to your business. When you work with Frontier + Total, you can "Be Confident" they will make it easy to choose, deploy, and manage your IT, so you can focus on your business.

### Local Experts.

When your organization needs to connect, communicate, or collaborate, turn to Total Communications! For over 39 years, Total has been dedicated to helping organizations use technology to increase productivity and enhance services. As a Cisco® Gold Certified Partner and Cisco® Master Collaboration Specialized Partner, Total has the depth and breadth of experience to deliver sophisticated, large-scale Cisco® technology solutions. Total Communications is qualified, experienced, local and committed to earning your trust.



### Qualified

- Cisco® Gold Certified Partner  
*(Cisco's highest partner level held by less than 1% of US Cisco Partners)*
- Cisco® Master Collaboration Specialized Partner  
*(Cisco's highest level of specialization, requiring demonstrated ability to deliver sophisticated, value-added collaboration solutions)*
- Cisco® Advanced Collaboration Architecture
- Cisco® Advanced Data Center Architecture
- Cisco® Advanced Enterprise Network Architecture
- Cisco® Advanced Security Architecture

### Staff Qualifications

- 37 network engineers with over 350 Cisco Certifications
- 1 Cisco® Certified Design Expert (CCDE)  
*(Cisco's highest level of certification for design, only ~200 worldwide)*
- 5 Cisco® Certified Internetwork Experts (CCIE)  
*(Highest level of professional certification for planning, operating and troubleshooting infrastructures)*
- 24 Professional Certifications (CCNP, CCDP)
- 42 Associate Certifications (CCNA, CCDA)

### Experienced

- Founded in 1980
- Cisco® Partner Since 1998
- Implemented one of the earliest and largest successful Cisco VoIP projects in 1999.
- 39+ Years of Experience in Voice
- 24+ Years of Experience in Data
- 20+ Years of Experience in VoIP / UC
- Solutions for 50 to 7,500+ Users
- Cisco® Solutions for regional, national & international.

### Committed

- Six (6) Divisions
- Two (2) Network Operations Centers
- 24x7 Monitoring Capabilities
- Technology Demonstration Center
- Managed Services & Hybrid IT / Cloud Solutions

## Experts in State & Local Government.

Working with state and local government agencies has given us an in-depth perspective on your needs and challenges. We understand how critical it is that your systems function reliably, seamlessly and securely. We understand it's imperative to protect sensitive data. We understand that serving constituents – especially in times of emergencies or extreme weather events – is not simply a 9 to 5 job. And we understand the continuing pressure to “do more with less.”

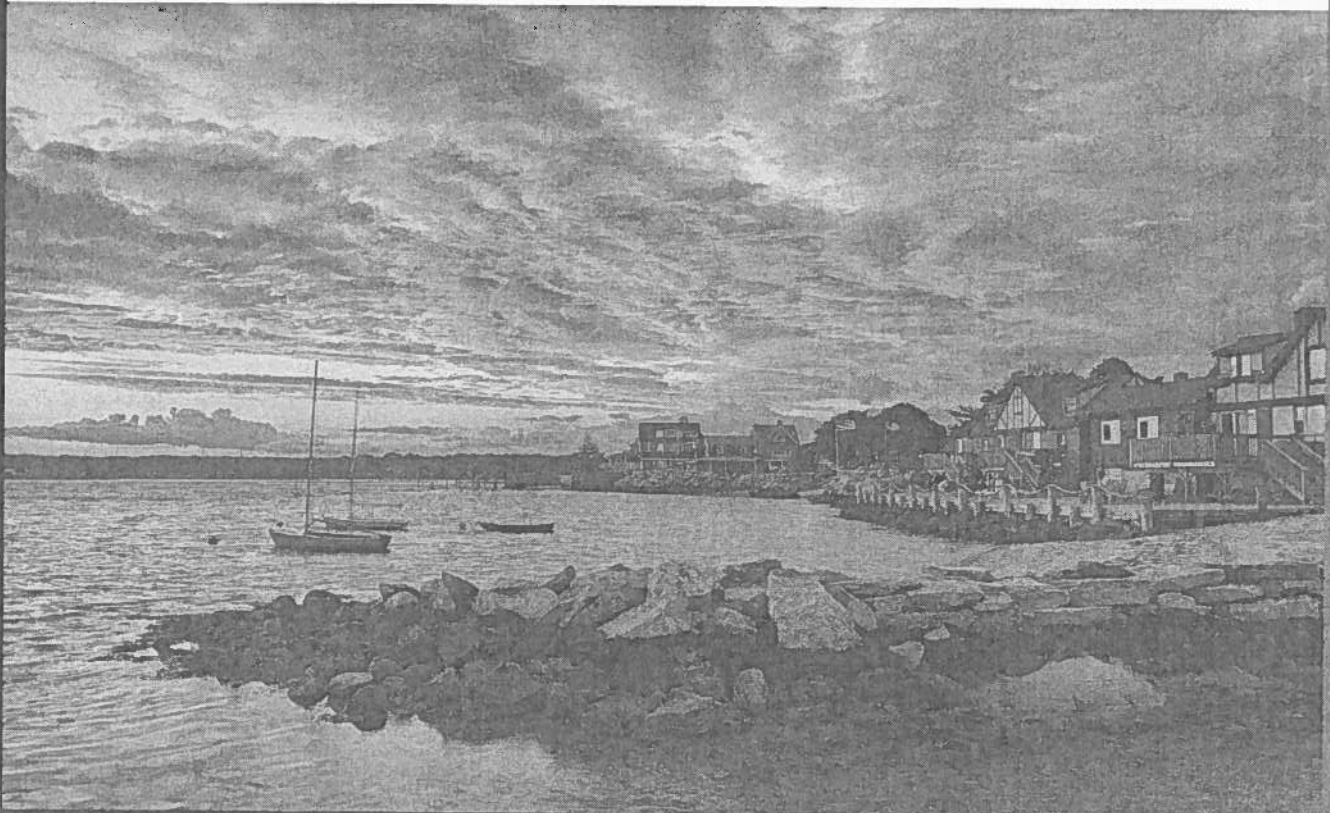
### Safer Schools, Safer Workplaces

Education and workplaces are changing. Students and employees are no longer confined by traditional environments. They're accessing from anywhere, on any device, in ways that reimagine what's possible. You need a trusted partner with the expertise to manage this balance.

A current focus of Total Communications and Cisco, is emphasizing Safer Schools & Safer Workplaces through integrated IT and physical security solutions. From Cisco Optical Sensors and Informacast Emergency Notification to cyber security solutions, we offer strategic solutions to assist in making schools safer in both the physical and digital threatscape.

### Local Government Experience

Providing services to nearly 40% of municipalities in Connecticut has given us the knowledge and experience necessary to understand government agencies. From the City of Hartford and Board of Education to the City of New Haven Public Schools, Total has a track record of working with some of the biggest public sector accounts in state. With local experts, facilities and the backing of a national corporation, Total offers what others can't - local relationships. Before, during, and after installation, we'll be here.





## Services & Capabilities

What sets Total Communications apart from others is our approach to meeting customer needs. We design a system that meets the individual organization's requirements and then train employees how to use the system effectively. This approach, which we call "Human Engineering", begins in the design phase and continues throughout installation and beyond.

In an industry where technology companies rise and fall overnight, Total Communications has been locally owned with a consistent management team for 39 years. Deeply rooted in Connecticut, Total has built itself by maintaining strong customer relationships.

### The Solutions

- Cisco Collaboration
- Cisco Videoconferencing / Telepresence
- Collaboration with Cisco WebEx & Teams
- Cisco Enterprise Networking
  - Wired & Wireless
- Cisco Security
- Cisco Meraki Cloud-Managed Networking
- Cisco Safer Schools Products
- Total360 Business Continuity / Disaster Recovery
- Flash Storage
- Structured Cabling
- Network Monitoring & Alert Notification

### Technology Partners

- Cisco Gold Partner
- Frontier Authorized Sales Agent
- Windstream Channel Partner
- Mitel Platinum Solution Provider
- Comcast Gold Solution Provider
- AspectPro Cloud Partner
- AT&T Master Solution Provider
- Charter Business Partner
- EarthLink Business Partner
- Pure Storage Silver Partner
- Microsoft Silver MidMarket Solution Provider
- Microsoft Silver Small and Midmarket Cloud Solutions
- NEC Authorized Dealer
- VMware Professional Partner

### Partial Client List

- New Haven Public Schools
- Hartford, City and Board of Education
- Meriden, City of
- Yale New Haven Health
- Mohegan Sun
- Reliant Medical Group
- Johnson Memorial Medical Center
- Holyoke Medical Center
- Cornell Scott Hill Health Center
- Athena Health



Sales Contact:

**Christopher Garlock**  
Major Account Consultant  
860.622.4132  
chrisgarlock@totalcomm.com

**TOTAL** **Frontier**  
COMMUNICATIONS COMMUNICATIONS



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Please Type**

Contractor full name: Total Communications

Doing Business As, if applicable:

Business Address: 333 Burnham Street, E. Hartford, CT 06108

Business Phone: 800.300.0824, Direct 860.622.4132

Business email: info@totalcomm.com chrisgarlock@totalcomm.com

SS# OR Tax ID #: 06-102-0653

Funding Source & Acct # including location code: 2020-2021 Capital budget 3C20-2075-58704

Principal or Supervisor: **Sabina Sitaru – Interim IT Director**

Agreement Effective Dates: From 07/01/2020. To 06/30/2025.

Description of Service: Please provide a one or two sentence description of the service.

**The Cisco-Cohesity solution protects and consolidates data and applications including backups, files, objects, dev/test, and analytics on a single, software-defined Cisco platform. Cisco-Cohesity modernizes and simplifies our data and application management by providing one platform for multiple workloads. Secure storage, replication and recovery of NHPS servers, files and applications.**

Submitted by: *Sabina Sitaru* Phone: 475-220-1694



**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:** Michael Pinto, Chief Operating Officer

**Re:** F&O Agenda Item Request/Approval  
Revised Amendment No.1 to Agreement for Facilities Management with Go To Services

**Meeting Date:** March 2, 2020

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**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 additional scope of services to cover duties from retired district supervisor for FY 2019-20 to the scope of services, in an amount not to exceed \$117,920.

Original Amount of Agreement	\$1,470,030.63
Amendment #1	\$111,880.00
Total Amount of Agreement	\$1,581, 910.63

**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. Moving the position from BOE payroll to the contract vendor is specifically authorized by a settlement agreement by and between the City of New Haven and Local 3144, dated June 18, 2009, and incorporated into the Collective Bargaining Agreement between 3144 and the City of New Haven.

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**  
**Additional District Supervisor Position**

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 \$111,880.00 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	\$13,480
<b>Total Annual</b>	<b>\$120,745</b>	<b>Total Annual</b>	<b>\$ 111,880.00</b>

**JOB TITLE:** District Supervisor  
**REPORTS TO:** Executive Director  
**DEPARTMENT:** Facilities Management  
**ACCOUNT(S):** New Haven Public Schools

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**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.



**NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut**

**BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING**

**December 2, 2019**

**Gateway Center – 2<sup>nd</sup> floor Board Room**

**Meeting called to order:** 4:38 p.m.  
**Adjournment:** 6:41 p.m.

**Present:** Ms. Yesenia Rivera, Mr. Matt Wilcox, Mr. Darnell Goldson, Ms. Lihame Arouna

**Staff:** Dr. Iline Tracey, Ms. Patricia DeMaio, Mr. Philip Penn, Mr. Michael Pinto, Dr. Zakia Parrish, Ms. Mary Derwin, Mr. Paul Camarco, Mr. Greg Baldwin, Ms. Toni Walker, Ms. Sue Peters, Ms. Carolyn Ross-Lee, Dr. Michele Sherban, Mr. Marquelle Middleton, Mr. William Wynn, Ms. Kristina DeNegre, Ms. Lynn Brantley, Ms. Typhanie Jackson, Ms. Keisha Redd-Hannans, Ms. Gemma Joseph-Lumpkin, Mr. Arthur Edwards, Ms. Gail Sharry, Mr. Michael Gormany, Mr. Joseph Barbarotta

**Guests:** Dr. Chaka McEntire, Higher Heights; Mr. Chris Peak, New Haven Independent

**MINUTES**

**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**

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**

The Committee asked that the Agreement include language for parent opt-out. The Committee also requested that the Data Privacy Agreement be amended for this Agreement to include language outlining district and vendor requirements.

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**

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**
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**
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**
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**
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**
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**
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**
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 10<sup>th</sup>-12<sup>th</sup> 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**

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**

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**

#### **B. ABSTRACT**

1. The Committee recommended **APPROVAL** of the Abstract, RISE Network Innovation Grant, in the amount of \$80,000.00 for 2019 –2020.

**Funding Source:** Dalio Foundation

#### **C. AGREEMENTS**

1. The Committee recommended **APPROVAL** of 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**

The Committee requested data on the number of students participating in the program.

2. The Committee recommended **APPROVAL** of 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**

3. The Committee recommended **APPROVAL** of 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**

4. The Committee recommended **APPROVAL** of 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**
5. The Committee recommended **APPROVAL** of 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, 2019 to June 30, 2020, in an amount not to exceed \$64,130.00.  
**Funding Source:** Magnet School – HSC Program  
**Acct. #2517-6255-56694-0066**
6. The Committee **WITHDREW** 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**
7. The Committee **WITHDREW** 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.
8. The Committee recommended **APPROVAL** of 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)**
9. The Committee recommended **APPROVAL** of 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**
10. The Committee recommended **APPROVAL** of 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**
11. The Committee recommended **APPROVAL** of 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**



12. The Committee recommended **APPROVAL** of 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**
13. The Committee recommended **APPROVAL** of 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**
14. The Committee recommended **APPROVAL** of 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**
15. The Committee recommended **APPROVAL** of 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)**
16. The Committee recommended **APPROVAL** of Amendment #1 to Agreement # 95326409 with Cross Sector Consulting, to conduct external evaluations of 21<sup>st</sup> 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:** 21<sup>st</sup> Century Program Wexler and Troup Program  
**Acct. #2579-6325-56694-0000 (\$5,000.00)**  
21<sup>st</sup> Century East Rock and Daniels Program  
**Acct. #2579-6243-56694-0000 (\$4,000.00)**  
21<sup>st</sup> 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)**
17. The Committee recommended **APPROVAL** of Amendment #1 to Agreement # 95326413 with Kids Kraze, to change the Funding Source and Acct. # from 21<sup>st</sup> Century East Rock Program, Acct. #2579-6273-56694-0046 to 21<sup>st</sup> Century East Rock Program, Acct. # 2579-6243-56694-0046 with no change in funding amount.  
**Funding Source:** 21<sup>st</sup> Century East Rock Program  
**Acct. #2579-6243-56694-0046 (\$18,120.96)**  
Extended School Hours Program  
**Acct. #2579-5326-56694-0046 (\$11,828.96)**

18. The Committee recommended **APPROVAL** of 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)**  
                              **21<sup>st</sup> Century Program**  
                              **Acct. #2579-6273-56694-0009 (\$8,000.00)**

19. The Committee recommended **APPROVAL** of 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**

20. The Committee recommended **APPROVAL** of 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 \$111,880.00 to \$1,581,910.63 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**

#### **D. CONTRACT**

1. The Committee recommended **APPROVAL** of an Award of Contract under RFP #2020-07-1301 to EMS Ling, 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)**

#### **E. PURCHASE ORDER**

1. The Committee recommended **APPROVAL** of 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**

**City of New Haven  
And  
Local 3144, Council 4  
AFSCME, AFL-CIO**

**RE: District Custodial Supervisors  
Board of Education [MOU #6]**

**June 18, 2009**

**SETTLEMENT AGREEMENT**

**WHEREAS, The City of New Haven (hereinafter referred to as the "City") and Local 3144, Council 4, AFSCME, AFL-CIO (hereinafter referred to as "the Union") are Parties to a Collective Bargaining Agreement;**

**WHEREAS, The parties had a dispute over the subcontracting by an outside management company at the Board of Education;**

**WHEREAS, The Union filed a Municipal Prohibited Practice complaint against the City (MPP Case # 27,527) with the SBLR; and**

**WHEREAS, The parties have reviewed this matter and have decided to enter into this settlement agreement as a full and final resolution of all issues surrounding the complaint.**

**NOW, THEREFORE, The City and the Union hereby agree to the following:**

- 1. The Union shall allow the City/Board of Education to subcontract Local 3144 work associated with the custodial and maintenance functions of the Board, which shall include but shall not be limited to, the direct supervision of custodial employees;**
- 2. The Board shall not layoff any of the following individuals holding the position of District Custodial Supervisor for so long as the Board remains in a contractual relationship with *any* outside management company:
  - 1. John Julianelle – DOH – 10/10/84;**
  - 2. James Bianchi – DOH – 10/16/91;**
  - 3. Albert Acabbo – DOH – 11/11/02; and**
  - 4. One (1) Administrative Assistant****
- 3. It is understood that the "no layoff" provision applies only to the employees/position cited in paragraph 2, *supra*, and that the City/Board is under no obligation to fill said positions in the event they are vacated by the above cited employees;**
- 4. The City agrees to credit David Schettino with three (3) years to his age and two years to his service for purposes of pension calculations and all other contractual benefits. David Schettino's effective date of retirement shall be June 30, 2009 but his pension benefits shall be calculated based on the 2009-2010 Local 3144 CBA wage scale.;**
- 5. The City agrees to credit Daniel Smith with three (3) years to his age and two years to his service for purposes of pension calculations and all other contractual benefits. Daniel Smith's**

effective date of retirement shall be June 30, 2009 but his pension benefits shall be calculated based on the 2009-2010 Local 3144 CBA wage scale.;

6. The City agrees to continue Smith and Schettino's dependent health care coverage under its current terms for a period of three (3) months from the date of the signing of this agreement;
7. Smith and Schettino agree that, once retired, they shall not apply for any employment opportunities with the City of New Haven.
8. Albert Acabbo shall be reclassified from a Range 10/Step 5 to a Range 10/Step 7 on the Local 3144 CBA wage scale;
9. The Union shall withdraw MPP – 27,527 with prejudice;
10. This agreement shall supersede the agreements between the City / BOE and the Union dated March 26, 1996, January 20, 1998, and April 23, 2009;
11. Neither this settlement agreement nor the terms of this settlement agreement shall set a precedent nor shall it constitute any form of past practice on either party.

In witness whereof, the parties have caused their names to be signed on this \_\_\_\_\_ day of June 2009.

City of New Haven

Local 3144, Council 4  
AFSCME, AFL-CIO

By:

\_\_\_\_\_  
Craig L. Manemeit, Esq.  
Director of Labor Relations

By:

\_\_\_\_\_  
Larry Amendola  
President

# New Haven Public Schools


Joseph Barbarotta  
Executive Director  
Facilities Services



NEW HAVEN PUBLIC SCHOOLS

375 Quinnipiac Avenue  
New Haven, CT 06513  
Tel. (475)-220-1631  
Fax. (203)946-2495

## INTEROFFICE MEMORANDUM

**TO:** NHPS Operations and Finance Committee  
**FROM:** Joseph Barbarotta   
**Cc:** John Barbarotta, J. Mazyck, L.Perez  
**DATE:** 1/16/2020  
**RE:** Approval of Change Order #1 to On Call HVAC Repairs  
Contract #21632A-1-2  
**MEETING DATE** 3/2/2020

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For consideration and approval, of change order #1 to On Call HVAC Repairs  
Contract # 21632A-1-2 to:

Tucker Mechanical  
367 Research Parkway  
Meriden, Ct. 06450

To increase contract #21632A for On Call HVAC Repairs district wide needed  
to service HVAC equipment district wide for the remainder of the fiscal year 2020.  
The funding source will be capital Funds Account# 3C19-19CC-58101

Original Amount of Contract:	\$200,000.00
Change Order #1	\$100,000.00
Total Amount of Contract:	\$300,000.00

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Tucker Mechanical	VENDOR CODE :	10479
Contractor Address	367 Research Parkway Meriden, Ct 06450		
CONTRACT No.:	21632A-1-2	CHANGE ORDER No:	#1
		Change Order Date	1/16/2020
PROJECT NAME	On Call HVAC Repairs		PROJECT No.:
CONTRACT START DATE:	July 1, 2019		
CONTRACT END DATE: Prior to CO	June 30, 2020		
FUNDING SOURCE OF CONTRACT:	3C202073-58708	CAPO No.:	70200041-0000
FUNDING SOURCE OF C. O. :	3C19-19CC-58101	CAPO No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$200,000.00	ORIGINAL AMOUNT:	\$200,000.00
AMOUNT OF THIS CHANGE ORDER	\$100,000.00	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$300,000.00	INCREASE	<input checked="" type="checkbox"/> DECREASE

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

**FOR USE BY CITY ONLY ↓**

<b>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</b>			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

**CITY OF NEW HAVEN**

**CONTRACT CHANGE ORDER  
 PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

#21632A-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>		
<b>NET INCREASE / ( DECREASE )</b>	<b>\$0</b>	

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Increase is needed to provide repairs HVAC equipment throughout the district for the remainder of fiscal year 2020	\$100,000.00	
<b>SUB TOTALS</b>	<b>\$100,000.00</b>	
<b>NET INCREASE / (DECREASE)</b>	<b>\$100,000.00</b>	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE \_\_\_ INCREASED \_\_\_ DECREASED BY \_\_\_\_\_ DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

**PLEASE ANSWER THE FOLLOWING QUESTIONS:**

1.) Is this Change Order a final close-out of the Contract?	YES		NO	X
2.) Has the cost of this contract been increased from the original amount? (If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request?)	YES		NO	X
	50%			
3.) Is any part of this Change Order outside of the scope of the original bid documents?	YES		NO	X
4.) Has any of the work described in this Change Order been ordered to be done?	YES	X	NO	
5.) Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project? (If the answer to #5 above is yes, approved quotes and prices, with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices.)	YES		NO	x

**LIST OF ATTACHMENTS:**

**APPROVAL RECOMMENDED:**

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

# New Haven Public Schools

Joseph Barbarotta  
Executive Director  
Facilities Services




NEW HAVEN PUBLIC SCHOOLS

375 Quinnipiac Avenue  
New Haven, CT 06513  
Tel. (475)-220-1631  
Fax. (203)946-2495

## INTEROFFICE MEMORANDUM

**TO:** NHPS Operations and Finance Committee

**FROM:** Joseph Barbarotta 

**Cc:** John Barbarotta, J. Mazyck, L.Perez

**DATE:** 1/16/2020

**RE:** Approval of Change Order #1 to On Call HVAC Repairs  
Contract #21632B-1-2

**MEETING DATE** 3/2/2020

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For consideration and approval, of change order #1 to On Call HVAC Repairs  
Contract # 21632B-1-2 to:

Boisvert Plumbing LLC  
11650 Main Street  
Suite#300 06108  
East Hartford,Ct

To increase contract #21632B for On Call HVAC Repairs district wide needed  
to service HVAC equipment district wide for the remainder of the fiscal year 2020.  
The funding source will be Capital Funds Account# 3C19-19CC-58101

Original Amount of Contract:	\$200,000.00
Change Order #1	\$100,000.00
Total Amount of Contract:	\$300,000.00



# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Boisvert Plumbing LLC	VENDOR CODE :	10057
Contractor Address	11650 Main Street Suite 300 06108		
CONTRACT No.:	21632B-1-2	CHANGE ORDER No:	#1
		Change Order Date	1/16/2020
PROJECT NAME	On Call HVAC Repairs		PROJECT No.:
CONTRACT START DATE:	July 1, 2019		
CONTRACT END DATE: Prior to CO	June 30, 2020		
FUNDING SOURCE OF CONTRACT:	3C202073-58700	CAPO No.:	70200043
FUNDING SOURCE OF C. O. :	3C19-19CC-58101	CAPO No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$200,000.00	ORIGINAL AMOUNT:	\$200,000.00
AMOUNT OF THIS CHANGE ORDER	\$100,000.00	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$300,000.00	INCREASE	<input checked="" type="checkbox"/> DECREASE

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

**FOR USE BY CITY ONLY ↓**

<b>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</b>			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

**CITY OF NEW HAVEN**

**CONTRACT CHANGE ORDER**  
**PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

#21632B-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>		
<b>NET INCREASE / ( DECREASE )</b>	<b>\$0</b>	

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Increase is needed to provide repairs to HVAC equipment throughout the district for the remainder of the fiscal year. This request is consistent with past history of actual spending for this line item.	\$100,000.00	
<b>SUB TOTALS</b>	<b>\$100,000.00</b>	
<b>NET INCREASE / ( DECREASE )</b>	<b>\$100,000.00</b>	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE \_\_\_ INCREASED \_\_\_ DECREASED BY \_\_\_\_\_ DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1.)	Is this Change Order a final close-out of the Contract?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount? (If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request?)	YES		NO	X
		50%			
3.)	Is any part of this Change Order outside of the scope of the original bid documents?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done?	YES	X	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project? (If the answer to #5 above is yes, approved quotes and prices, with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices.)	YES		NO	x

**LIST OF ATTACHMENTS:**

**APPROVAL RECOMMENDED:**

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

# New Haven Public Schools


Joseph Barbarotta  
Executive Director  
Facilities Services



NEW HAVEN PUBLIC SCHOOLS

654 Ferry Street  
New Haven, CT 06513  
Tel. (203) 691-3901  
Fax. (203)946-2495

## INTEROFFICE MEMORANDUM

**TO:** NHPS Operations and Finance Committee  
**FROM:** Joseph Barbarotta   
**Cc:** John Barbarotta, J. Mazyck, L.Perez  
**DATE:** 2/7/2020  
**RE:** Approval of Change Order #1 PO# 20200901  
**MEETING DATE:**

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For consideration and approval, of change order #1 to PO# 20200901 to:

Hillyard Inc.  
127 Park Avenue  
Hartford, CT. 06108

To increase the purchase order for Hillyard Inc. for On Call Custodial Equipment Repairs district wide needed for summer cleaning program.  
The funding source will be Capital Funds Account# 3C20-2071-58101

Original Amount of Contract:	\$75,000.00
Change Order #1	\$37,000.00
Total Amount of Contract:	\$112,000.00

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	<b>Hillyard Inc.</b>	VENDOR CODE :	<b>046675</b>
Contractor Address	<b>127 Park Street Hartford, CT. 06108</b>		
CONTRACT No.:	<b>20200901</b>	CHANGE ORDER No:	<b>1</b>
		Change Order Date	
PROJECT NAME	<b>On Call Equipment Repair</b>		PROJECT No.:
CONTRACT START DATE:	<b>July 1,2019</b>		
CONTRACT END DATE: Prior to CO	<b>June 30, 2020</b>		
FUNDING SOURCE OF CONTRACT:	<b>19047400-56662</b>	CAPO No.:	<b>20200901</b>
FUNDING SOURCE OF C. O. :	<b>3C20-2071-58101</b>	CAPO No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	<b>\$75,000.00</b>	ORIGINAL AMOUNT:	<b>\$75,000.00</b>
AMOUNT OF THIS CHANGE ORDER	<b>\$37,000.00</b>	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	<b>\$112,000.00</b>	INCREASE	<input checked="" type="checkbox"/> DECREASE

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

**FOR USE BY CITY ONLY ↓**

<b>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</b>			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

**CITY OF NEW HAVEN**

**ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES**

**CONTRACT CHANGE ORDER**  
**PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

#20200901

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>		
<b>NET INCREASE / ( DECREASE )</b>		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Change Order #1 For repairs of custodial equipment district wide floor auto scrubbers, burnishers, swing machines, wet dry vacuums, power washers, back pack vacuums, upright vacuums, floor machines. Broken equipment reduces efficient cleaning program optimum operation of equipment is essential to the custodial staff ability to perform their daily tasks.		
<b>SUB TOTALS</b>	<b>\$37,000.00</b>	
<b>NET INCREASE / (DECREASE)</b>	<b>\$37,000.00</b>	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE \_\_\_ INCREASED \_\_\_ DECREASED BY \_\_\_\_\_ DAYS.

- A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.
- The Committee must have reviewed and approved the memo prior to preparation of this Change Order.
- A copy of the approved memo must be appended hereto.

PLEASE ANSWER THE FOLLOWING QUESTIONS:

1.)	Is this Change Order a final close-out of the Contract?	YES		NO	X
2.)	Has the cost of this contract been increased from the original amount? (If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request?)	YES	X	NO	
3.)	Is any part of this Change Order outside of the scope of the original bid documents?	YES		NO	X
4.)	Has any of the work described in this Change Order been ordered to be done?	YES	X	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project? (If the answer to #5 above is yes, approved quotes and prices, with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices.)	YES		NO	X

**LIST OF ATTACHMENTS:**

**APPROVAL RECOMMENDED:**

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES