



NEW HAVEN PUBLIC SCHOOLS
New Haven, Connecticut

NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING

Monday, April 6, 2020

4:30 p.m.
Virtual Meeting

Chair: Mr. Matthew Wilcox

ACTION ITEMS

A. Information Only

1. The Superintendent approved an Agreement by and between the New Haven Board of Education and Public Good, LLC, to provide branding materials and signage in accordance with the magnet theme at East Rock Community and Cultural Studies School, from April 14, 2020 to June 30, 2020, in an amount not to exceed \$12,470.00.

Funding Source: Magnet 17-20 East Rock Program
Acct. # 2517-6259-56694-0046

Presenter: Ms. Sabrina Breland
(Pages # 3-11)

2. The Superintendent approved an Agreement by and between the New Haven Board of Education and American Evaluation Services, Inc., to provide required evaluation of the 2017 Cohort of Magnet Program funded schools, from April 14, 2020 to June 30, 2020 in an amount not to exceed \$14,500.00.

Funding Source: Magnet 17-22 Central Office Program
Acct. # 2517-6251-56680-0000

Presenter: Ms. Michele Bonanno
(Pages # 12-18)

B. Agreements

1. To approve an Agreement by and between the New Haven Board of Education and New Haven Parks and Recreation Department, to provide enrichment activities for students at Wexler Grant and Martinez Schools, from October 7, 2019 to June 30, 2020, in an amount not to exceed \$27,532.88.

Funding Source: 21 Century - Wexler Program
Acct. #2579-6325-56694-0032 (\$23,572.88)
State After School – Martinez Program
Acct # 2579-6325-56697-0008 (\$3,960.00)

Presenter: Ms. Gemma Joseph Lumpkin
(Pages #19-29)

2. To approve Amendment #1 to Agreement #95385393 with Michelle DellaCamera, to increase the number of hours of service from 7 hours per week to 21 hours per week and to increase funding of \$16,800.00 by \$14,800.00 to \$31,600.00.

Funding Source: Quality Enhancement Program

Acct. # 2523-5385-56697-0442

Presenter: Ms. Denise Duclos
(Pages #30-35)

3. To approve Amendment #2 to Agreement #95384309 with Catholic Charities, to increase the number of spaces from 159 by 2 to 161 full day spaces and to increase funding of \$1,444,944.67 by \$7,463.66 to \$1,452,381.33.

Funding Source: **School Readiness Program**
Acct. # 2523-5384-56697-0442

Presenter: Ms. Denise Duclos
(Pages #36-48)

C. Change Orders

1. To approve Change Order #1 to Contract #251562-2-2 with Utility Communications, increasing funding of \$75,000.00 by \$25,000.00 to \$100,000.00 for on-call security camera systems and equipment repairs.

Funding Source: **Capital Funds**
Acct. # 3C18-1891-58101

Presenter: Mr. Joseph Barbarotta
(Pages #49-51)

2. To approve Change Order #1 to Contract #50488B-2-2 with Tim's Enterprises, LLC, to decrease funding of \$180,599.00 by \$8,700.00 to \$171,899.00,

Funding Source: **2019-2020 Operating Budget**
Acct. #190-474-56662

Presenter: Mr. Joseph Barbarotta
(Pages #52-54)

3. To approve Change Order #1 to Contract #50477-2-2 with Tri State LLC, to increase funding of \$100,000.00 by \$15,000.00 to \$115,000.00 for plumbing repairs beyond the scope of in house staff.

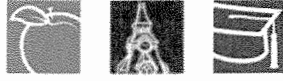
Funding Source: **Capital Funds**
Acct. #3C19-19CC-58101

Presenter: Mr. Joseph Barbarotta
(Pages #55-57)

4. To approve Change Order #1 to Contract #21565-1-2 with All American Waste, to increase funding of \$26,500.00 by \$8,700.00 to \$35,200.00 for trash removal for New Haven Academy, Dr. Mayo Early Childhood School and ESUMS.

Presenter: **2019-2020 Operating Budget**
Acct. # 190-474-00-56662

Presenter: Mr. Barbarotta
(Pages #58-60)



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: East Rock Community and Cultural Studies Magnet School
Date: March 11, 2020
Re: Public Good, LLC Contract

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank): Public Good, LLC will partner with East Rock Community and Cultural Studies Magnet School to provide branding materials and signage in accordance with our theme. The branding will update many student and public areas and the entrances to our building.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$12, 470.00

- Item 1: Printed Frosted Window Vinyl entrance facing East Rock \$4,800.00
- Item 2: Table Drape front entrance \$360.00
- Item 3: Tension Fabric Stands front entrances and School Choice Expo \$570.00
- Item 4: Window Adhesive Vinyl lobby breezeway, front door, side door \$865.00
- Item 5: Metal Outdoor Signage community garden sign \$1,150.00
- Item 6: Custom Cut Wall Lettering circle logos \$750.00
- Item 7: Window Adhesive Vinyl side entry interior doors, upper windows \$1,050.00
- Item 8: Printed Frosted Window Vinyl upstairs doors and around doors \$2,850.00
- Item 9: Tabletop Retractable Banner with logo \$75.00

Funding Source & Account #: Magnet 17-20 East Rock Cultural Studies C/O 2517-6259-56694-0046

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? Branding will deliver the message that we are a “Community and Cultural Studies” school. This will increase our school community awareness of our diverse population and the importance we place on culture and community at East Rock.
2. What specific need will this contractor address? This contractor will address our need to brand the school. She has branded several of the magnet schools in New Haven and understands both our school message and population.
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 has branded several magnet schools in New Haven. After meeting with Laine and discussing proposed ideas, we felt she was a positive fit for our needs and open to our many suggestions.

4. If this is a continuation service, when was the last time the alternatives were sought? This is a new service.
5. What specific skill set does this contractor bring to the project? This contractor is able to provide branding materials that fit the physical needs of our school. The specific materials she works with match well with the needs we are trying to meet.
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): This contractor fits into our project by fulfilling branding needs that we cannot meet in house. She is able to work with our school logo, produce larger scale materials and produce materials that work with our many windows.
7. Is this a new or continuation service? This is a 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 will discuss and evaluate each phase of the contract based on the scope and sequence of the project.
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? This service is not a professional development program.
 - 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? We have been working with this contractor to come to an agreement for several months. During this time we were able to prioritize the work and materials that will make the largest impact in our building as we continue to cultivate our magnet theme of "Community and Cultural Studies".
13. What are the implications of not approving this Agreement? Members of our school and neighborhood community will not be aware of our magnet theme and work.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Public Good, LLC

FOR DEPARTMENT/PROGRAM:

East Rock Community and Cultural Studies Magnet School

This Agreement entered into on the 2nd day of March 2020, effective (*start date no sooner than the day after Board of Education Approval*), on the 14th day of April, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, Public Good, LLC located at, 135 Seneca Road, New Haven, CT 06515 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$12, 470.00.

The maximum amount the contractor shall be paid under this agreement: Twelve thousand, four hundred seventy dollars (\$12, 470.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

- Item 1: Printed Frosted Window Vinyl entrance facing East Rock \$4,800.00
- Item 2: Table Drape front entrance \$360.00
- Item 3: Tension Fabric Stands front entrances and School Choice Expo \$570.00
- Item 4: Window Adhesive Vinyl lobby breezeway, front door, side door \$865.00
- Item 5: Metal Outdoor Signage community garden sign \$1,150.00
- Item 6: Custom Cut Wall Lettering circle logos \$750.00
- Item 7: Window Adhesive Vinyl side entry interior doors, upper windows \$1,050.00
- Item 8: Printed Frosted Window Vinyl upstairs doors and around doors \$2,850.00
- Item 9: Tabletop Retractable Banner with logo \$75.00

Fiscal support for this Agreement shall be by **Magnet 17-20 East Rock Cultural Studies C/O Program** of the New Haven Board of Education, **Account Number:** 2517 -6259 -56694 **Location Code:** 0046.

This agreement shall remain in effect from April 14, 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).*

Public Good, LLC will partner with East Rock Community and Cultural Studies Magnet School to provide branding materials and signage in accordance with our theme. The branding will update many student and public areas and the entrances to our building.

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

3/11/20

Date

Date

Alaina (Laine) Driscoll, Principal
Contractor Printed Name & Title



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

Revised: 10/2/18



ESTIMATE

How can we help?

Public Good, LLC
 135 Seneca Rd.
 New Haven, Connecticut 06515
 United States

203-506-7040
 www.publicgood.design

BILL TO
East Rock Community and Cultural
Studies Magnet School
 Joseph Lewis

475-220-5900 ext. 85919
 JOSEPH.LEWIS@new-haven.k12.ct.us

Estimate Number: 269

Estimate Date: January 22, 2020

Expires On: February 22, 2020

Grand Total (USD): \$12,470.00

Items	Quantity	Price	Amount
Printed Frosted Window Vinyl (1) MURAL FOR ENTRANCE FACING EAST ROCK, WINDOWS: Frosted window material which will allow lots of light to shine through while adding dimension and color. 10 windows, 190 square feet of material total Material: \$1950 Design: \$1250 Installation: \$1600	1	\$4,800.00	\$4,800.00
Table Drape (2) TABLE DRAPE/TABLECLOTH: - High-resolution full color digitally printed at 720 x 720 - Dye sublimation print process - Scratch resistant - 100% Washable - 8.8 oz. Polyester Table Fabric	1	\$360.00	\$360.00
Tension Fabric Stand (3) TENSION FABRIC STANDS: Can be used for School Choice Expo events and in-house promotion. Description: - 8.8 oz Tension Fabric - Interlocking tube frame - Heavy duty base plate - Double-sided tension fabric graphic. - 100% Washable - Soft-sided canvas carrying bag	2	\$285.00	\$570.00



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 United States

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Items	Quantity	Price	Amount
Window Adhesive Vinyl (4) LOBBY BREEZEWAY LOGO DECALS FOR FRONT DOOR, SIDE DOOR, LOWER LEVEL GYM + UPSTAIRS ROOF EXIT WINDOWS. Size: 30" round Materials: \$130 x 4 = \$520 Design/File Preparation: \$95 Installation: \$250	1	\$865.00	\$865.00
Metal Outdoor Signage (5) COMMUNITY GARDEN SIGN/ OUTDOOR NAMING SIGNAGE: QTY: 2, 4'X4' SIGNS: .04" thick aluminum heavy-duty outdoor signage. U-Channel sign post that will stand high and allow sign to be seen around/above garden fences. Materials: \$450 Design/File Preparation: \$250 Installation: \$450	1	\$1,150.00	\$1,150.00
Custom Cut Wall Lettering (6) 4' CIRCLE LOGOS FOR FRONT DOOR VIEWED AREA UNDER STAIRWELL + BEHIND CIRCULATION DESK, MEDIA CENTER: Size: 4' round Material: \$175 x 2 = \$350 Design/File Preparation: \$150 Installation: \$250	1	\$750.00	\$750.00
Window Adhesive Vinyl (7) SIDE ENTRY INTERIOR DOORS, UPPER WINDOWS: Dual-sided custom printed wallpaper. Printed product on both sides of adhesive vinyl. Materials: \$400 Design/File Preparation: \$400 Installation: \$250	1	\$1,050.00	\$1,050.00



ESTIMATE

How can we help?

Public Good, LLC
 135 Seneca Rd.
 New Haven, Connecticut 06515
 United States

203-506-7040
www.publicgood.design

Items	Quantity	Price	Amount
Printed Frosted Window Vinyl (8) UPSTAIRS SEE-THROUGH WINDOW MURAL FOR DOORS + AROUND DOORS: Printed frosted window vinyl resembling stained glass/etched glass.	1	\$2,850.00	\$2,850.00
Material: \$950 Design/File Preparation: \$1150 Installation: \$750			
Tabletop Retractable Banner (9) TABLETOP RETRACTABLE LOGO BANNER: Size is 12x18. Logo imprinted on banner. Heavy-duty metal base and carry case included. Delivery to East Rock.	1	\$75.00	\$75.00
		Total:	\$12,470.00
		Grand Total (USD):	\$12,470.00



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michele Bonanno
Date: March 12, 2020
Re: American Evaluation Services, Inc. Agreement

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

This service is for the Rigorous Evaluation study for the 2017 Cohort of MSAP funded schools.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$14,500

Funding Source & Account #: Magnet 17-22 Central Office; 2517-6251-56680-0000

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 service is aligned to the district continuous improvement plan because it evaluates the effectiveness of our magnet reforms on student achievement and provides us with data we need to align and adjust our efforts.
2. What specific need will this contractor address? This contractor will address evaluating the magnet effect on student achievement through a rigorous evaluation design.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: The contractor was vetted by the US Department of Education as part of the 2017 MSAP Grant Competition.
4. If this is a continuation service, when was the last time the alternatives were sought? This is not a continuation service as we have worked with the contractor before but this service is evaluating the outcomes of year three of the grant project.
5. What specific skill set does this contractor bring to the project? The contractor is well recognized in magnet evaluation and has been working on this for over twenty years.
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): The RFP for the 2017 MSAP Grant Competition required every district who applied for funding to design a rigorous evaluation as part of the project

design.

7. Is this a new or continuation service?

N/A

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? The contractor's performance will be evaluated through prompt delivery of a complete evaluation report.

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)

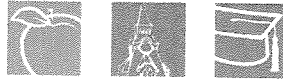
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A

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 is fiscally sound because it gives us the data we need to adjust our efforts to obtain increased student achievement.

13. What are the implications of not approving this Agreement? If this agreement was not approved, we would be in direct violation of executing our approved plan per the US DOE guidelines.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

American Evaluation Services, Inc.

FOR DEPARTMENT/PROGRAM:

Magnet Schools Assistance Program Rigorous Evaluation

This Agreement entered into on the 12th day of March, 2020, effective (*start date no sooner than the day after Board of Education Approval*), on the 14th day of April, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, American Evaluation Services, Inc. located at, 10 Charles W. Briggs Road, Croton on Hudson, NY 10520 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$14,500**.

The maximum amount the contractor shall be paid under this agreement: Fourteen thousand five hundred dollars (**\$14,500**). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by **Magnet 17-22 Central Office Program** of the New Haven Board of Education, **Account Number:** 2517-6251-56680 **Location Code:** 0000.

This agreement shall remain in effect from April 14, 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 Contractor will continue the scope of work described as the “rigorous evaluation”. For project year three, this work will include the development, distribution and scanning of surveys, and the setting-up of on-line surveys for teachers, an analysis of survey data and the development and writing of a report.

In addition, the contractor will address the data collection requirements of the U.S. Department of Education (USDOE) for rigorous evaluations by supplying required information related to the rigorous evaluation for the Annual Performance Report using the format supplied by the USDOE.

(Continuation of Scope of Services)

The total cost for project year three for this evaluation component is \$20,000. The cost of these services through June 30, 2020 is \$14,500. The survey report development and writing will occur after June 30, 2020 and will be included in an agreement that will begin on July 1, 2020.

The approved MSAP application included a “basic” evaluation design with both formative and summative components (pages 131-147) and a “Rigorous Evaluation” component (pages 135-146). All evaluation components (basic and rigorous) were approved by the United States Department of Education for all five years of the MSAP program. The “basic” evaluation activities are covered under a separate contract.

Rigorous evaluation activities also include the collection of student level achievement and associated data from state tests (Smarter Balanced Consortium English Language Arts and Mathematics assessments) needed for the test score analysis.

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

3-17-20
Date

Date

David Kikoler
President, American Evaluation Services, INC.
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: Gemma Joseph Lumpkin
Date: March 6, 2020
Re: New Haven Parks, Recreation and Trees Department
Proposed Meeting Date: April 6, 2020

Executive Summary/ Statement: New Haven Parks, Recreation and Trees Department (NHPRT) will provide enrichment activities which promote positive child and youth development and contribute to a positive schools and community culture.

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

Wexler - 173.33 per day x 136 days = \$23,572.88
Martinez - \$15.00 per hour for a 2-hour shift, per lifeguard, for up to a maximum of \$120.00 per 2-hour session, 2x per week. for a total of 33 sessions = \$3,960.00
Total Amount of Agreement: (\$27,532.88)

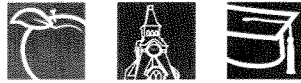
Funding Source & Account #:

21 Century After School Grant #2579-6325-56694-0032 (Wexler)
State After School Grant 2579-6325-56697-0008 (Martinez)

Key Questions:

- 1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? NHPRT will support an array of enrichment activities such as swimming, intramural sports, community exploration, Arts & Crafts and Theatre/Arts at the Wexler and Martinez afterschool sites..
2. What specific need will this contractor address? This contractor will support enrichment programming at Wexler and J. Martinez Schools.
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: NHPRT services were requested by the Martinez and Wexler School leadership teams 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? The contractor has extensive and successful background in providing support for students and families throughout the New Haven community. NHPRT provides trained staff to facilitate activities and Life Guards supervise the swimming activity at Martinez.

6. How does this contractor fit into the project as a whole?
This contractor was identified as a primary partner by the leadership at Wexler and Martinez Schools. The NHPRT program had provided enrichment programming at Wexler and Martinez Schools in the past, prior to the awarding of the grants.
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? An alternative contractor would cost between \$500.00 and \$850.00 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 evaluated?** The program will be evaluated based on both the grantor provided assessment tool and 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**? The program is able to effectively assist and support the after school program at Martinez and Wexler Schools. Approximately 100 students will be engaged in enrichment activities which will promote exercise, a positive development, team-work, and community engagement projects.
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 an array of enrichment 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

New Haven Parks, Recreation and Trees Department

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement

This Agreement entered into on the 24th day of September, 2019, effective (*no sooner than the day after Board of Education Approval*), the 24th day of September, 2019, by and between the New Haven Board of Education (herein referred to as the “Board”) and, New Haven Parks, Recreation and Trees Department located at, 720 Edgewood Ave, New Haven CT 06515 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of 173.33 per day x 136 days (**\$23,572.88**) for services at Wexler School and **\$15.00 per** hour for a 2-hour shift, per lifeguard, for up to a maximum of \$120.00 per 2-hour session, 2x per week for a total of 33 sessions (**\$3,960.00**). Total amount: **\$27,532.88**

The maximum amount the contractor shall be paid under this agreement: *twenty-seven thousand five hundred thirty-two dollars and eighty-eight cents* (**\$27,532.88**) Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, attendance and date of service.

Fiscal support for this Agreement shall be by 21st Century **Program and the State After School Program** of the New Haven Board of Education,

Account Numbers:

21 Century After School Grant #2579-6325-56694-0032 (23,572.88-Wexler)

State After School Grant 2579-6325-56697-000008 (\$3,960.00-Martinez)

This agreement shall remain in effect from October 7, 2019, to June 30, 2020.

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

The New Haven Department of Parks, Recreation and Trees (NHPRT) will deliver programming four days per week (Monday through Thursday) to an estimated 50 Wexler/Grant students in grades K-8. The Parks department will also provide four lifeguards to staff the pool at John Martinez School in support of the 21st Century Afterschool program. The lifeguards will be present during program hours, 3pm- 5pm twice per week when school is in full session for a total of 37 sessions serving 50 students weekly.

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

Exhibit B: Student Data and Privacy Agreement: Attached

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

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

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

William Carone
Contractor Signature

President
New Haven Board of Education

3/6/2020
Date

Date

William Carone, Acting Director
Contractor Printed Name & Title New Haven Parks

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

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

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

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

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

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

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


Revised: 10/2/18



New Haven School Change
NEW HAVEN PUBLIC SCHOOLS

March 13, 2020

TO: Finance Committee and Board of Education Members

FROM: Arthur Edwards 

CC: Gemma Joseph-Lumpkin

RE: Agreement-New Haven Public Schools/ YFCE and the New Haven Parks, Recreation and Trees Department

This memorandum is to inform you regarding the delay in submitting this Agreement between the Youth, Family and Community Engagement Department (YFCE) and New Haven Parks, Recreation and Trees Department (NHPRT) for services at Wexler and Martinez Schools. The Agreement was sent to the NHPRT for signature in August of 2019 for approval from former Director Rebecca Bombero. I was informed by Ms. Bombero, the City of New Haven changed the requirement for authorization of Agreements and the Agreement must be sent to the Mayor's office for review and potential approval. I was unable to receive the signed agreement in a timely manner due to changes in the process for authorization of Agreements. Prior to, services provided to NHPS sites were agreed upon by a memorandum signed by the Director of NHPRT and a representative from the New Haven Public Schools Central Office. Due to modifications in the cities procedures and policies, progress regarding signed agreements between the NHPRT Department and NHPS were delayed.

During the planning stage of the program The NHPRT staff agreed to begin providing services in October of 2019. Any further delay would have meant overhauling the Wexler afterschool program and delaying the start date of the afterschool program in effort to ensure the Wexler afterschool program could begin in a timely and efficient manner, NHPRT agreed to provide staff for the Wexler program which allowed the program to move forward with a start date of Oct 7, 2019. The appropriate funding for the agreed upon services are available in the current budget.

I appreciate the Finance Committee and Board of Education for their support and understanding as the NHPRT and NHPS entities work to formalize the agreement process to ensure this issue does not occur in the future.

Best,

Arthur Edwards
Project Coordinator
New Haven Public Schools
Youth, Family, and Community Engagement Dept.



**City of New Haven
Department of Parks, Recreation & Trees**

Toni N. Harp, Mayor Rebecca Bombero, Director

DAVID R. BELOWSKY, PRESIDENT, BOARD OF PARK COMMISSIONERS



September 30, 2019

Dr. Carol D. Birks
Superintendent of Schools
New Haven Public Schools
54 Meadow Street
New Haven, CT 06511

Dear Dr. Birks,

New Haven's Department of Parks, Recreation and Trees is responsible for the stewardship of the City of New Haven's entrusted assets for the enhancement of the City, the enjoyment of its citizens and for initiating and conducting recreational programs and activities for all New Haven citizens. The Department delivers a host of physical and non-traditional activities geared to promote health and well-being for families and individuals through recreational activities. Our goal is to promote a healthy, safe, fun-filled environment that encourages a lifetime of wellness.

The Department is excited to participate in the proposed State After-School Grant Program at the Wexler – Grant School and will assist the New Haven Public Schools in implementing the Wexler-Grant after-school program by offering an array of enrichment activities such as, intramural sports, community exploration, arts & crafts and theatre to approximately 50 Wexler-Grant students in grades 1-5 every Monday - Thursday from 3:00 p.m. to 5:00 p.m. Our experienced staff will provide engaging activities which will promote health, safety, community while improving their physical fitness, and increasing their self-confidence.

The Department of Parks, Recreation and Trees will (as necessary and appropriate) participate in all state activities, including, but not limited to: evaluations, data collection and reporting, networking meetings and all of the state mandated professional development, technical assistance, data collection, trainings and meetings associated with the grant program for the duration of the grant. The Department commits to provide safe and accessible facilities, equipment, supplies, and other resources.

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

Best,

Rebecca Bombero
Director: Parks, Recreation & Trees
City of New Haven

CC: Felicia Shashinka, Coordinator of Community Recreation
Martin Torresquintero, Outdoor Adventure Coordinator
William Dixon, Deputy Director, Recreation

[Parks and Rec Letterhead]

August ##, 2019

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

Dear Dr. Birks,

New Haven's Department of Parks, Recreation and Trees is responsible for the stewardship of the City of New Haven's entrusted assets for the enhancement of the City, the enjoyment of its citizens and for initiating and conducting recreational programs and activities for all New Haven citizens. The Department delivers a host of physical and non-traditional activities geared to promote health and well-being for families and individuals through recreational activities. Our goal is to promote a healthy, safe, fun-filled environment that encourages a lifetime of wellness.

The Department is excited to participate in the proposed State After-School Grant Program at the John S. Martinez School. Parks and Rec will assist the New Haven Public Schools in implementing the Martinez after-school program by offering swimming lessons to approximately 50 Martinez students in grades 1-5 every Tuesday and Thursday from 3:00 p.m. to 5:00 p.m. at the Martinez swimming pool. Our experienced instructors and lifeguards will provide small-group lessons to students based on their abilities, helping students to develop a valuable life-skill, improve their physical fitness, and increase their self-confidence.

The Department of Parks, Recreation and Trees will (as necessary and appropriate) participate in all state activities, including, but not limited to: evaluations, data collection and reporting, networking meetings and all of the state mandated professional development, technical assistance, data collection, trainings and meetings associated with the grant program for the duration of the grant. The Department commits to provide safe and accessible facilities, equipment, supplies, and other resources.

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

Sincerely,

Rebecca Bombero
Director

EDWARDS, ARTHUR

From: Felicia Shashinka <FShashinka@newhavenct.gov>
Sent: Monday, September 02, 2019 4:19 PM
To: EDWARDS, ARTHUR
Subject: FW: Reminder: New Haven Parks and Rec_Wexler -2019

Please see below.

Felicia

Sent from Mail for Windows 10

From: Rebecca Bombero <rbombero@newhavenct.gov>
Sent: Friday, August 30, 2019 12:00:27 PM
To: Felicia Shashinka <FShashinka@newhavenct.gov>
Subject: RE: Reminder: New Haven Parks and Rec_Wexler -2019

Can't they convert this into a letter like Martinez. We started in the same place with them. I can kick it to legal but we currently don't have an attorney assigned to the department so I am at the mercy of free time.

From: Felicia Shashinka <FShashinka@newhavenct.gov>
Sent: Friday, August 30, 2019 11:47 AM
To: Rebecca Bombero <rbombero@newhavenct.gov>
Subject: FW: Reminder: New Haven Parks and Rec_Wexler -2019

Someone needs to sign this.

Thanks,

F

From: EDWARDS, ARTHUR [<mailto:ARTHUR.EDWARDS@new-haven.k12.ct.us>]
Sent: Friday, August 30, 2019 9:30 AM
To: Felicia Shashinka <FShashinka@newhavenct.gov>
Subject: Reminder: New Haven Parks and Rec_Wexler -2019

Good morning Felicia,
Sending a reminder, and hope you have a wonderful holiday!

Art

From: EDWARDS, ARTHUR
Sent: Monday, August 26, 2019 11:35 AM
To: Felicia Shashinka
Subject: FW: New Haven Parks and Rec_Wexler -2019

Felicia,

The daily average came to 173.33 per day. As discussed, when the days were added up for 4 days per week, the number of days were extended nine additional days due to 9 weeks consisting of only 3 days of programming due to holidays, trainings, ½ days etc... I have revised the proposed Agreement to include those nine days and the additional 21 days up until June 4, 2019.

The total number of days of service 173.33 per day x 117 days (\$20,279.61)

Please review, sign and scan the signature page back to me if in agreement. I will fill in the account # when I receive it from the business office. I am trying to get a jump on the approval process and be ready to present to the Finance Committee as soon as possible. If the proposed agreement requires any changes I will revise and send it over to you for approval and signature.

Thanks for your help,

Art

Program Coordinator
Extended School Hours
Office of Youth, Family and Community Engagement
New Haven Public Schools
P: (475)220-1061
Fax (203)946-7630

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Michelle DellaCamera AMENDMENT #: 1

GRANT # if applicable: 11000-16158-2020-82079-170018 AGREEMENT #: 95385393

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness and Quality Enhancement Grant DATE: 4/14/20

FUNDING SOURCE FOR AGREEMENT CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2523-900-5385-56697

ORIGINAL AMOUNT OF AGREEMENT: \$16,800

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$16,800

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$14,800

X INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$31,600

FUNDING SOURCE & ACCT # FOR AMENDMENT: same as Agreement

DESCRIPTION AND NEED FOR AMENDMENT: The contractor will increase the number of hours of service provided to School Readiness programs/teachers. The additional hours are a result of the resignation of an educational coach. The contractor will increase hours from approximately 7 hours/week to 21 hours/week for the period April 14 through June 30, 2020.

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

CONTRACTOR'S SIGNATURE:  3/13/2020
Michelle DellaCamera (Date)

Independent Education Coach

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

CONTRACTORS COPY



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND AGREEMENT NO. 95385393

MICHELLE DELLACAMERA

For Early Childhood Education Coaching in PreK Programs

This Agreement entered into on the 5th day of October 2019, effective (*no sooner than the day after Board of Education Approval*), on the 13th day of November, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Michelle DellaCamera located at, 3 Nichols Drive, East Haven, CT 06512 (herein referred to as the "Contractor").

Compensation:

The Board will pay the Contractor for satisfactory performance of services and pending receipt of State Award an amount not to exceed \$16,800 (sixteen thousand eight hundred dollars). The hourly rate \$75 per hour. The Contractor will work 7 hours/week for 32 weeks. Compensation will be made upon submission of monthly reports for the services as outlined in *Exhibit A Scope of Service*

Fiscal support for this Agreement shall be by the School Readiness Quality Enhancement Grant Program of the New Haven Board of Education, **Account Number:** 2523-900-5385-56697 **Location Code:** 0442.

This agreement shall remain in effect from November 13 to June 30, 2020.

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

The Contractor will provide early childhood education coaching services for prek programs funded under the School Readiness Grant Program. This includes but is not limited to classroom observations, modeling, meetings with teachers and directors, and in-service training related to prek curriculum and child assessments. The hourly rate for this service is \$75.00 per hour and including no more than 2 hours per month for planning and for meetings with the School Readiness Project Director or her designee.

Exhibit A: Scope of Service: See attached contractor's detailed Scope of Service.


Exhibit B: Student Data and Privacy Agreement: Attached

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

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

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


Contractor Signature



President
New Haven Board of Education

10/10/19
Date

11-12-19
Date

Michelle F. DellaCamea, Education Consultant
Contractor Printed Name & Title

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT A

SCHOOL READINESS QUALITY ENHANCEMENT - EDUCATION COACHES

DETAILED SCOPE OF SERVICE AGREEMENT

SPECIAL TERMS AND CONDITIONS

for Michelle DellaCamera

(referred to as the “Contractor”)

Overview of the Quality Enhancement Grant

The Quality Enhancement Grant for the CT Office of Early Childhood is a competitive grant whose purpose is to provide funding for early care and education programs to address School Readiness quality standards and/or expand comprehensive services for children and families as identified in C.G.S. Section 17b-749c. The New Haven Early Childhood Council is responsible for identifying the services most needed, issuing a Request of Proposal and selecting contractors for the services.

The Council identified as a priority Early Childhood Education Coaching to School Readiness preschool teachers and education leaders to increase knowledge and skills needed to provide a developmentally appropriate early learning experience for children. Given the limited resources available for this service, the work of the early childhood education coach will be short-term work targeting a specific, identified need. Subsequent issues identified will be sequentially addressed.

Services

The Quality Enhancement Contractor will provide early childhood education coaching to School Readiness preschool programs. The services will include:

- Working in concert with the New Haven Early Childhood Council’s Quality Enhancement Committee and the School Readiness Project Director to identify the exemplar classroom practices, areas of support needed, strategies to enhance program quality, and measures used to track services provided and program improvements.
- Identifying all the resources currently in place for programs and identifying additional resources available to programs.
- Using an evidenced- or standard-based assessment, and in concert with the program education leader and teachers, determine the needs that will be addressed. The NAEYC Accreditation Standards meets this criteria as an effective way to measure need.
- Providing on-site support to classroom teachers and/or program leaders will be documented in an action plan that includes: specific area of need, services provided and outcomes. On-site supports may include: joint planning and goal setting, shared feedback, observations, modeling, curriculum development, in-service training and developing child assessment systems.
- Working with program leaders to reinforce the skills, knowledge and goals set through the joint planning and coaching work.

- Participating in a Professional Learning Community comprised of New Haven preschool coaches working in New Haven Public Schools' magnet preschools, Head Start and School Readiness classrooms and community based programs.
- Compiling a brief report and quarterly presenting a summary of the work to the New Haven Early Childhood Council or its representatives
- Helping programs to access additional resources and services such as referrals to the NHPS' Early Childhood Assessment Team, mental/behavioral health clinics, workshops related to NAEYC accreditation, ELDS, DOTS, etc.

Compensation:

Compensation is made upon the submission of monthly invoices, including itemization of all costs and back up documentation. The monthly invoice should include a written record of the services provided, the strategies offered and the status of the services for each program consulted. Payment is contingent upon the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract. In the event reports have not been submitted, the Board will delay payment until such time the report(s) are submitted and approved.

Provision against assignment: The contractor may not at any time assign any responsibilities of this contract to any other person, persons or agency without prior approval by SRO.

Insurance: the Contractor is required to provide proof of liability coverage.

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

Non-Renewal: in the event this agreement is canceled, or if the Board does not offer the Contractor a new Agreement of the same or similar service upon its expiration, the Contractor will assist in the orderly cessation of the operations under this Agreement and return of all property purchased with Quality Enhancement funds.

Termination and Default: if the Contractor fails to fulfill its obligations under this contract, the Board, in consultation with the New Haven Early Childhood Council may:

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



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

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

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

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

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

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

GRANT # if applicable: 093-000-11000-16274-2020-83014-170002 AGREEMENT #: 95384309

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness DATE: -2-27-20

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2523-900-538456697

ORIGINAL AMOUNT OF AGREEMENT: \$ 1,463,536

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 1,444,944.67

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 7,436.66

X INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 1,452,381.33

FUNDING SOURCE & ACCT # FOR AMENDMENT: Same as Agreement

DESCRIPTION AND NEED FOR AMENDMENT: The previous Amendment decreased # of School Readiness from 164 to 159. The Office of Early Childhood reinstated 2 spaces effective February, 2020. The program now has 161 Full Day spaces for the period Feb 3, 2020 to June 30,2020

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

CONTRACTOR'S SIGNATURE: Marek Kukuika 3/12/20
Marek Kukuika (Date)

CEO
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Catholic Charities Archdiocese of Hartford AMENDMENT #: 1

GRANT # if applicable: 093-000 11000-16274-2020-83014-170002 AGREEMENT #: 95384309

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness DATE: 2-11-2020

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2523-900-538456697

ORIGINAL AMOUNT OF AGREEMENT: \$1,463,536.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,463,536.00

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$18,591.67

_____ INCREASE OR X DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,444,944.67

FUNDING SOURCE & ACCT # FOR AMENDMENT: Same as Agreement

DESCRIPTION AND NEED FOR AMENDMENT: This amendment decreases the number of School Readiness funded spaces from 164 full day, subtracting 5 full day for a total of 159 full day spaces.

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

CONTRACTOR'S SIGNATURE: *Mark Kukulka* 1/15/20
(Name) (Date)

CEO
(Title)

NEW HAVEN BOARD OF EDUCATION:

[Signature]
President

(Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between **AGREEMENT NO. 95384309**

The New Haven Board of Education

AND

Catholic Charities Archdiocese of Hartford

FOR NEW HAVEN PUBLIC SCHOOLS' EARLY CHILDHOOD DEPARTMENT

This Agreement entered into on the 3rd day of June 2019, effective (*no sooner than the day after Board of Education Approval*), and the 9th day of July, 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and, Catholic Charities Archdiocese of Hartford located at, 96 Asylum Ave, Hartford, CT 06106 (herein referred to as the "Contractor").

Compensation:

The Board will provide funding to the Contractor pending receipt of State Award an amount not to exceed \$1,463,536.00 for the provision of services at the following locations:

- Catholic Charities Centro San Jose Center, 290 Grand Avenue, New Haven, CT 06513
- Catholic Charities Child Development Center, 790 Grand Avenue, New Haven, CT 06513
- Catholic Charities St Francis Child Development Center, 423 Ferry Street, New Haven, CT 06513

<u>164</u>	"Spaces" for full day/full year services to be paid at the rate not to exceed \$8,924 per child, per year, or \$743.66 per month for prorated slots, for a total not to exceed <u>\$1,463,536.00</u>
TOTAL	

The Contractor will be paid a maximum of \$1,463,536.00 for the services. Compensation will be made upon submission of monthly reports for the services as outlined in *Exhibit A Scope of Service*.

Fiscal support for this Agreement shall be by the **School Readiness Grant Program** of the New Haven Board of Education, **Account Number: 2523-900-5384-56697 Location Code: 0442.**

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

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

The Contractor will provide an early care and education program to New Haven children ages 3 and 4 years old in a location licensed by the CT Office of Early Childhood or, exempt from licensing by the CT State Department of Education, utilizing fully staffed classrooms with personnel who are qualified by experience, training and as required by the CT Office of Early Childhood and the National Association for the Education of Young Children or the Head Start program.

38
6/18/19


Exhibit A: Scope of Service: See attached contractor's detailed Scope of Service.

Exhibit B: Student Data and Privacy Agreement: Attached

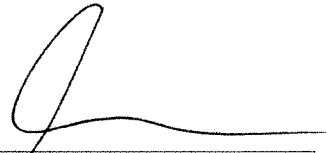
APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

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

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



Contractor Signature



President
New Haven Board of Education

6/14/19

Date

7/8/19

Date

Marek Kukulka CEO

Contractor Printed Name & Title

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT A

**DETAILED SCOPE OF SERVICE AGREEMENT
SPECIAL TERMS AND CONDITIONS
FOR SCHOOL READINESS PROVIDERS (referred to as the “Contractor”)**

Overview of School Readiness

The School Readiness Program was established in 1997 under P.A. 97-259, An Act Concerning School Readiness and Child Day Care and codified in the CT General Statutes (CGS) 10-16p-10-16u. This legislation established a state grant program to provide spaces for eligible children in priority school districts and competitive grant municipalities in high-quality programs either accredited by the National Association for the Education of Young Children (NAEYC) or Head Start approved. The School Readiness Grant Program is administered by the CT Office of Early Childhood (OEC).

The New Haven School Readiness grant provides over 1,000 spaces for three and four year olds in preschool programs across the city including community-based centers and classrooms within the New Haven Public Schools and Gateway Community College. New Haven Board of Education is the fiscal agent for the grant. The School Readiness Office (SRO), located in the New Haven Public Schools' Early Childhood Department is the Board's designee for the grant. The New Haven Early Childhood Council (NHECC), whose members are appointed by the Mayor and Superintendent, is responsible for making recommendations on issues related to the School Readiness Grant Program, including the application for School Readiness grants.

The School Readiness Contractor will provide an early care and education program for New Haven children ages 3 and 4 years old including the services listed below and as outlined in the OEC's General Policies for State-funded Programs and its Licensing Unit, as the Policies and Procedures of the New Haven Early Childhood Council (NHECC).

SECTION 1: REQUIRED SERVICES and STAFFING

A. OUTREACH SERVICES AND RECRUITMENT OF FAMILIES

1. The Contractor is responsible for recruitment and enrollment of eligible children. Eligibility criteria, as determined by the NHECC includes the New Haven residency requirement and allotting 75% of the total School Readiness funded spaces for families who are at or below 75% of the State Median Income as determined by the OEC.
2. Any SR space that becomes vacant will be filled within 15 business days.
3. Contractors are to keep documentation of their outreach efforts. Outreach should include contacts with the organizations that have Memoranda of Understanding with the NHECC as well as businesses and other organizations within the vicinity of the center.
4. Contractors that are not at full capacity by October 31st must submit a recruitment plan by November 15th for approval by the NHECC. At the recommendation of the NHECC, the Board may amend the Agreement to reduce the Contractor's grant allocation.
5. Contractors who are at capacity must share their waitlist with the School Readiness Office.

B. EDUCATIONAL SERVICES

1. Learning environment, curriculum and assessment
 - a. The Contractor will provide a developmentally appropriate, play-based early care and education program for children age 3 to 4 years and eligible 5 year olds. ,
 - b. For each classroom, weekly Learning Experience Plans will be developed, followed and archived. The content of each plan will be based on children's interests and the CT Early Learning and Development Standards (ELDS). Curriculum standards that have been cross-walked with the ELDS may also be used.
 - c. A developmental screening tool will be used within the first 45 days of a child's entry into the program. Acceptable screening tools include: the Ages and Stages Questionnaire and the Ages and Stages Social/Emotional Questionnaire (ASQ); the Gesell Institute Developmental Screen, Early Screening Inventory (ESI) and Temperament and Atypical Behavior Scale TABS).
 - d. Classroom staff will document children's growth, understanding and skill in the areas of: cognition; social; emotional; physical health; language and literacy; creative arts; mathematics; science; and, social studies. Documentation should include teacher observations, work samples and parent input. Teachers will document how children's ideas are incorporated into the curriculum.
2. Family participation
 - a. Ongoing documentation will culminate in two annual assessment periods. Teachers will share the assessment with parents at 2 parent-teacher conferences annually. At least 80% of parents will attend 2 annual conferences. Documentation will include conference times and length, the comments and signature of parents.

C. QUALITY COMPONENTS

As outline in CT General Statutes **Sections 10-16o through 10-16u**, each school readiness program will:

1. Develop a plan for collaboration with other community programs, including public libraries. Coordinate resources to facilitate full-day and full-year child care and education programs for children of working parents and parents in education or training programs;
2. Encourage family involvement, parenting education and outreach;
3. Provide referrals for health services, including referrals for appropriate immunizations and screenings;
4. Provide nutrition services;
5. Provide referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through access to public library services;
6. Develop admission policies that promote enrollment of children from different racial, ethnic and economic backgrounds and from other communities;
7. Develop a transition plan for children moving from the School Readiness program to kindergarten. This includes provisions for the transfer of records from the program to the kindergarten program;
8. Develop a plan for professional development for staff; including, but not limited to, training in pre-literacy skills development, and designed to assure respect for racial and ethnic diversity;
9. Use the OEC designated sliding fee scale for families participating in the program;
10. Implement an annual evaluation of the effectiveness of the program; and

11. Develop a plan to ensure that children with disabilities are integrated into programs with children who are not disabled

D. STAFFING

1. HIRING AND STAFFING LEVELS

- a. Contractors will maintain adequate teacher:child ratios that at minimum, adhere to the OEC Day Care Licensing Regulations.
- b. Any staff changes will be reported to the School Readiness Office on the Staffing Coverage Form and added to the CT Registry.

2. EDUCATION REQUIREMENTS

Each classroom will meet the following:

- a. OEC Day Care Licensing regulations
- b. OEC Quality Staff Member education requirements
- c. NAEYC or Head Start requirements

3. STAFF ORIENTATION, STAFF DEVELOPMENT

All staff will have:

- a. The understanding, skills and experience to work with preschool aged children and families.
- b. An orientation within the first two weeks of hire. This must include an overview of the School Readiness Program policies, procedures and expectations.
- c. A staff development plan that includes the education requirements set forth by OEC's Bureau of Early Care and Education and its Licensing Unit, NAEYC and NHECC. Staff training will be documented in each staff members file. First year full time staff will complete all required trainings by May of their first year. Part time staff will complete trainings required for the position by all regulatory agencies including the School Readiness professional development areas of language and literacy, diversity, and working with children with special needs.
- d. Staff development plans will also include training in the CT ELDS, CT DOTS or similar systems. Regular observations, at minimum quarterly and preferably once a month, by the program leader and/or education consultant will be included in the staff member's professional development plan and annual evaluation.
- e. A program-wide staff development plan with proper documentation as required by NAEYC.

4. SUPERVISION

- a. All staff will be supervised by the program's education leader or designee with the skills and knowledge to support their professional learning. Supervision will include classroom observations, regular meetings with staff and a plan of goals, action steps and measures of progress as well as the strengths observed and contributions made to the program. The plan must be updated at least twice a year.
- b.1 Contractors are required to report any alleged act of commission or omission, suspicion of child abuse or neglect to all regulatory agencies within 24 hours, the School Readiness Office (SRO), the OEC, NAEYC and/or Head Start. Notification must include the date and time of the alleged act and the nature of the complaint. The Contractor must also notify the SRO of the results of any investigation and any actions taken by the Contractor to correct the situation.
- b.2 Contractors will also inform the SRO of any notification to DCF against a parent or non-employee of a SR funded child.

E. CONSULTATION

As required by NHECC Policies, all Contractors must have an education consultant who provides consultation to teachers and program leaders for a minimum of 2 hours per month. This may be the education consultant on the Contractor's OEC License, or may be another qualified consultant with expertise in curriculum, assessment, classroom management and supervision. The Contractor will notify the SRO of the education consultant selected. The consultant's time and focus will be recorded monthly.

SECTION 2: REPORTING REQUIREMENTS AND RECORD KEEPING

A. REPORTING REQUIREMENTS

1. All reports are to be submitted by the due date. The monthly reporting periods and due dates are listed on the chart below. Monthly Reports include:
Priority School Readiness Monthly Report
Site Data Report
Withdrawal Report
Financial Report, including accounting for the collection and use of parent fees and Care for Kids funds consistent with the terms of this Contract.
2. All Contractors are to update their program's information on the CT Registry and the ECIS systems on a monthly basis.
3. Any staff changes are to be reported to the SRO within 5 business days, by updating the Staffing Coverage Plan.
4. Using the protocol established by the OEC, all state funded programs are to email the SRO the required NAEYC, OEC and DCF documents.
5. Annual evaluations, surveys or other documents requested by OEC or by the SRO on behalf of the New Haven Board of Education and/or the New Haven Early Childhood Council.

B. RECORD KEEPING

1. Staff files contain a cover sheet listing completion dates of professional development training, staff self-evaluation, annual PD goals, annual evaluations with supporting documentation on file. Staff in programs that are exempt from licensing must have a minimum of 15 hours of professional development. Notes of education leaders' and/or their designees' classroom observations, meetings with individual teachers, teaching teams and full staff are documented and outline next steps and a timeline.
2. Child files Enrollment: contain a checklist listing all the documents required by OEC Licensing Unit and the SRO, with supporting documents on file. Records of daily family sign in/out sheets and daily attendance are kept on file and agree with the data submitted on the Site Data Report and in the ECIS.
Child files Assessment: there is a system to track teachers' observation notes and assessments to ensure that all domains are assessed with ample supporting documentation. Assessments should be completed at least twice a year.
3. The Contractor will maintain books, records, documents, program and individual service records, evidence of its accounting and billing procedures and practices for a period of 3 years.

SECTION 3: PROGRAM MONITORING

The Contractor will make all records and documents required under this Agreement as outlined here, in OEC Policies and NHECC Policies available to the SRO or its designee, the SR Fiscal Officer or their designee

and the OEC. Scheduled monitoring visits will take place twice a year. The SRO and OEC reserve the right to make unannounced visits.

SECTION 4

Provision against assignment: The contractor may not at any time assign any responsibilities of this contract to any other person, persons or agency without prior approval by SRO.

Access: The information shall be available during the hours of the Contractor's program operation and at all other reasonable times for monitoring, inspection, review or audit by employees or agents of the Board and/or the supervising state agencies. The Board reserves the right to conduct unannounced visits to funded sites to confirm reported data.

Complaints: The Contractor will ensure that all families funded through the School Readiness Grant are aware of their rights to have their concerns/complaints addressed. The Contractor will inform families in writing of the steps to follow to have a complaint/concern resolved. This will include the contact information for the SRO. NHECC Policies and Procedures make clear the steps the SRO will take to help resolve the complaint.

Suspension and/or Expulsion: No child should be expelled or suspended from a program. In the rare instances when a child's behavior jeopardizes the safety of themselves or others, the Contractor will immediately notify the SRO in writing of the situation and the actions taken to date to remedy the concern. The Board and the NHECC reserve the right to eliminate the funded spaces in cases where it deems the termination is not in keeping with the intent of the School Readiness Program.

Insurance: the Contractor is required to provide proof of liability coverage.

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

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

Termination and Default: if the Contractor fails to fulfill its obligations under this contract, the Board, in consultation with the New Haven Early Childhood Council may:

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

SECTION 5: COMPENSATION FOR SCHOOL READINESS FUNDED PROGRAMS

Compensation for services is based on the approved maximum number of children served each reporting period (see below for report periods) where each child is in attendance at least one day during the reporting period. For each child served, programs will be reimbursed at the rates established by the CT Office of Early Childhood.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract. In the event that reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment until such time the report(s) are submitted and approved. The current rates are:

Full day/full year services will be paid at the rate of \$743.66 per month not to exceed \$8,924 per child per year. Full day/full year is defined as 10 hours/day, 50 weeks/year, legal holidays excluded, where children regularly attend 5 days/week for at least 6 hours/day.

School day/school year services will be paid at the rate of \$600.00 per month, not to exceed \$6,000 per child per year. School day/school year is defined as 6 hours/day, 10 months/year, where children regularly attend 5 days/week for a minimum of 6 hours/day.

Part day/school year services to be paid at the rate of \$450.00 per month, not to exceed \$4,500 per child, per year. Part day/school years is defined as a minimum of 2.5 hours/day, 10 months/year, where children regularly attend 5 days/week.

Monthly Reporting Due Dates—

PSRMR, SDR, Withdrawal REPORTING PERIODs		# of wks	DUE DATES
From	End Date		
July 1, 2019	July 27, 2019	4	July 30
July 29, 2019	August 30, 2019	5	September 3
September 2, 2019	September 27, 2019	4	October 1
September 30, 2019	October 25, 2019	4	October 29
October 28, 2019	November 29, 2019	5	December 3
December 2, 2019	December 27, 2019	4	December 31
December 30, 2018	January 31, 2020	5	February 4
February 3, 2020	February 28, 2020	4	March 3
March 2, 2020	March 27, 2020	4	March 31
March 30, 2020	April 24, 2020	4	April 28
April 27, 2020	May 29, 2020	5	June 2
June 1, 2020	June 26, 2020	4	June 30

SECTION 6: OUTCOME MEASURES

Really need help with this so that it is clear, measurable and not onerous to complete!

OUTCOMES	MEASURES
<p>Improve access to and utilization of School Readiness Preschool Programs for New Haven 3 & 4 year olds.</p>	<p>SR monthly utilization rate of 95% to 100% will be maintained from September to June 30. Programs have a detailed recruitment plan to reach out to New Haven families including families in underserved neighborhoods. Spaces that become vacant will be filled within 15 business days.</p>
<p>Reduce the chronic absenteeism rate.</p>	<p>Chronic absenteeism is defined as a monthly attendance rate of less than 85%. When attendance falls below 85%, families will be contacted, reasons for the absences and a plan to improve attendance will document progress.</p>
<p>Increase the quality of early childhood programs by recruiting and maintaining the current OEC education requirement: at least one teacher in every classroom with a minimum of a CDA and 12 early childhood credits.</p>	<p>100% classrooms, including non-funded rooms will meet the education requirement.</p>
<p>By July 1, 2022, SR funded programs will hire teachers who meet the OEC’s increased education standards by having a minimum of 50% of classroom lead teachers with an approved Associate’s Degree.</p>	<p>SR programs have individual education plans for each staff member that includes meeting the OEC July 1, 2022 goal. Education plans are updated every six months and show progress toward the goal.</p>
<p>Children’s growth in all developmental domains</p>	<p>Classroom environments and weekly Learning Experience Plans will align and consistently include strategies to support children’s development as outlined in the OEC’s Early Learning Development Standards (ELDS). Assessment documentation will show 95% of all children have made progress in each developmental domain.</p>



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

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
Electronically Signed: *Joseph Barbarotta* on 3/30/2020

Cc: John Barbarotta, J. Mazyck, L.Perez

DATE: 3/27/2020

RE: Approval of Change Order #1 to On Call Security Camera Repairs Contract #21562-2-2

MEETING DATE 4/6/2020

For consideration and approval, of change order #1 to On Call Security Camera Repairs Contract # 21562-2-2 to:

Utility Communications
92 Sherman Avenue
Hamden,Ct 06514

To increase contract #21562-2-2 for On Call Security Camera Systems and Equipment Repairs district wide needed to service camera repairs district wide for the remainder of the fiscal year 2020.

The funding source will be Capital Account# 3C18-1891-58101

Original Amount of Contract:	\$75,000.00
Change Order #1	\$ 25,000.00
Total Amount of Contract:	\$100,000.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Tri State Maintenance Service LLC	VENDOR CODE :	45700
Contractor Address	356 Old Maple Avenue North Haven, Ct. 06473		
CONTRACT No.:	50477-2-2	CHANGE ORDER No:	1
		Change Order Date	
PROJECT NAME	On Call Plumbing Services		PROJECT No.:
CONTRACT START DATE:	July 1,2019		
CONTRACT END DATE: Prior to CO	June 30, 2020		
FUNDING SOURCE OF CONTRACT:	3C19-1983-58101	C A P O No.:	70200009
FUNDING SOURCE OF C. O. :	3C19-1983-58101	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$100,000.00	ORIGINAL AMOUNT:	\$100,000.00
AMOUNT OF THIS CHANGE ORDER	\$15,000.00	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$115,000.00	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 ↓

<p>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</p>			
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

#50477-2-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Change Order #1 For plumbing repairs that are beyond the scope of work of our in house plumbing, and for emergencies district wide .	\$15,000.00	
SUB TOTALS	\$15,000.00	
NET INCREASE / (DECREASE)	\$15,000.00	

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 ?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request ?)	15%			
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 ?	YES		NO	X
	(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 .)				

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



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
Electronically Signed: *Joseph Barbarotta* on 3/30/2020

Cc: John Barbarotta, J. Mazyck, L.Perez,

DATE: 3/27/20

RE: Approval of Change Order #1 Contract 50488B-2-2

MEETING DATE: 4/15/2019

For consideration and approval, of change order #1 to contract #50488B-2-2 to:

Tim's Enterprises, LLC.
39 Myrtle Avenue
Ansonia, Ct, 06401

This contract is being reduced in order to cover the shortfall for the All American Waste contract. This is a transfer of funding within the same operating account.

The funding source will be General Funds Operating Account # 190-474-56662

Original Amount of Contract:	\$180,599.00
Change Order #1	\$ 8,700.00
Total Amount of Contract:	\$171,899.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Tim's Enterprises LLC.	VENDOR CODE :	46417
Contractor Address	39 Myrtle Avenue Ansonia, CT 06401		
CONTRACT No.:	50488B-2-2	CHANGE ORDER No: #1	Change Order Date 4/15//2020
PROJECT NAME	Snow Plowing New Haven Public Schools		PROJECT No.:
CONTRACT START DATE:	November 1, 2019		
CONTRACT END DATE: Prior to CO	May 1,2020		
FUNDING SOURCE OF CONTRACT:	190-474-00-56662	C A P O No.:	70200110
FUNDING SOURCE OF C. O. :	190-474-00-56662	C A P O No.:	70200110
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$180,599.00	ORIGINAL AMOUNT:	\$180,599.00
AMOUNT OF THIS CHANGE ORDER	\$8,700.00	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$171,899.00	INCREASE	DECREASE <input checked="" type="checkbox"/>

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

#50488B-2-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
All American Waste had a shortfall in their contract .This contract needed to be reduced in order to transfer the funds to cover that shortfall.		\$8,700.00
SUB TOTALS		8,700.00
NET INCREASE / (DECREASE)		\$8,700.00

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	.05%	NO	X
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		NO	X
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
Electronically Signed: *Joseph Barbarotta* on 3/30/2020

Cc: John Barbarotta, J. Mazyck, L.Perez

DATE: 1/16/2020

RE: Approval of Change Order #1 to On Call Plumbing Repairs
Contract #50477-2-2

MEETING DATE 4/6/2020

For consideration and approval, of change order #1 to On Call Plumbing Repairs
Contract # 50477-2-2 to:

Tri State LLC
365 Old Maple Avenue
North Haven, Ct.06473

To increase contract #50477-2-2 for On Call Custodial Plumbing Repairs district wide
needed to service plumbing repairs that are beyond the scope of our in house staff district
wide for the remainder of the fiscal year 2020.
The funding source will be Capital Account# 3C19-19CC-58101

Original Amount of Contract:	\$100,000.00
Change Order #1	\$ 15,000.00
Total Amount of Contract:	\$115,000.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	Tri State Maintenance Service LLC	VENDOR CODE :	45700
Contractor Address	356 Old Maple Avenue North Haven, Ct. 06473		
CONTRACT No.:	50477-2-2	CHANGE ORDER No:	1
PROJECT NAME	On Call Plumbing Services	Change Order Date	
CONTRACT START DATE:	July 1,2019		
CONTRACT END DATE: Prior to CO	June 30, 2020		
FUNDING SOURCE OF CONTRACT:	3C19-1983-58101	C A P O No.:	70200009
FUNDING SOURCE OF C. O. :	3C19-1983-58101	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$100,000.00	ORIGINAL AMOUNT:	\$100,000.00
AMOUNT OF THIS CHANGE ORDER	\$15,000.00	ACTUAL	<input checked="" type="checkbox"/>
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$115,000.00	INCREASE	<input checked="" type="checkbox"/>
		ESTIMATE	<input type="checkbox"/>
		DECREASE	<input type="checkbox"/>

ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

FOR USE BY CITY ONLY ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

#50477-2-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Change Order #1 For plumbing repairs that are beyond the scope of work of our in house plumbing, and for emergencies district wide .	\$15,000.00	
SUB TOTALS	\$15,000.00	
NET INCREASE / (DECREASE)	\$15,000.00	

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 ?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request ?)	15%			
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 ?	YES		NO	X
	(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 .)				

LIST OF ATTACHMENTS :

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

ORIGINAL SIGNATURES ARE REQUIRED ON BOTH COPIES

New Haven Public Schools

Joseph Barbarotta
Executive Director
Facilities Services



INTEROFFICE MEMORANDUM

TO: NHPS Operations and Finance Committee

FROM: Joseph Barbarotta
Electronically Signed: *Joseph Barbarotta* on 3/30/2020

Cc: John Barbarotta, J. Mazyck, L.Perez,

DATE: 3/27/2020

RE: Approval of Change Order #1 Contract 21565-1-2
On Call Dumpster Rental Services



375 Quinnipiac Avenue
New Haven, CT 06513
Tel. (475)-22-1631
Fax. (203)946-2495

MEETING DATE:

For consideration and approval, of change order #1 to contract #21565-1-2 to:

All American Waste
19 Wheeler Street
New Haven, Ct. 06512

To increase to the On Call Dumpster Rental Services Contract in the amount of \$8,700.00 to provide funds for trash removal for New Haven Academy, Dr. Mayo Early Childhood and ESUMS for fiscal year 2019-20.

The funding source will be Operating Account 190-474-00-56662

Original Amount of Contract:	\$26,500.00
Change Order #1	\$ 8,700.00
Total Amount of Contract:	\$35,200.00

CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	All American Waste	VENDOR CODE :	40702
Contractor Address	19 Wheeler Street New Haven, Ct. 06512		
CONTRACT No.:	21565-1-2	CHANGE ORDER No:	1
		Change Order Date	4-8-2020
PROJECT NAME	New Haven Public Schools On Call Dumpster Rental Services		PROJECT No.:
CONTRACT START DATE:	July 1, 2019		
CONTRACT END DATE: Prior to CO	June 30, 2020		
FUNDING SOURCE OF CONTRACT:	190-474-00-56662	C A P O No.:	70200110
FUNDING SOURCE OF C. O. :	190-474-00-56662	C A P O No.:	
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$26,500.00	ORIGINAL AMOUNT:	\$26,500.00
AMOUNT OF THIS CHANGE ORDER	\$ 8,700.00	ACTUAL	<input checked="" type="checkbox"/> ESTIMATE
CONTRACT AMOUNT, INCLUDING THIS C.O.	\$35,200.00	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 ↓

CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

CITY OF NEW HAVEN

CONTRACT CHANGE ORDER
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT

#21565-1-2

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT (DECREASE)
SUB TOTALS		
NET INCREASE / (DECREASE)		

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT (DECREASE)
Increase is for dumpster service for Dr.Mayo,ESUMS and New Haven Academy for the remainder of fiscal year 201-2020.	\$8,700.00	
SUB TOTALS	\$8,700.00	
NET INCREASE / (DECREASE)	\$8,700.00	

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?	YES	X	NO	
	(If the answer to #2 above is 'yes', what is the total percentage increase over the original contract, including the current request?)	33%			
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		NO	X
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?	YES		NO	X
	(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.)				

LIST OF ATTACHMENTS:

APPROVAL RECOMMENDED:

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE: