



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Mark Sweeting, Principal of Hillhouse High School
Date: May 15, 2023
Re: Agreement with Captain Jose Hiram-Sala as an Instructor of the JROTC Program at Hillhouse High School

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Department of the Army, 2 nd ROTC Brigade U.S. Army Cadet Command	
Doing Business as: (DBA)	Department of Defense	
Vendor Address:	21 Barrows St, Stratford, CT 06614	
Vendor Contact Name:	CPT. Jose Hiram Sala	
Vendor Contact Email:	Jose.HiramSala@new-haven.k12.ct.us	
Is the contractor a minority or women owned small business?		N/A
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Agreement	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From July 1, 2022	To June 30, 2023
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	Army portion: \$46,342.08 BOE portion: \$44,896.08 Total amount: \$91,238.16	
Funding Source Name: Acct. #:	2023-2024 Operating Budget 190-43362-50135	
Contract #: <small>(Local or State)</small>		



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Key Questions:

1. What specific service will the contractor provide:

The JROTC program is designed to teach high school students the value of citizenship, leadership, service to the community, personal responsibility, and a sense of accomplishment, while instilling in them self-esteem, teamwork, and self-discipline.

2. How was the contractor selected? **Attach appropriate supporting documents*

- ☐ Quotes
- ☐ Sealed Bid # _____
- ☐ Sole Source # _____
- ☐ RFP# _____
- ☐ State Contract # _____
- ☒ **Exempt Professional**
 - ☐ Accountant
 - ☐ Actuary
 - ☐ Appraiser
 - ☐ Architect
 - ☐ Artist
 - ☐ Dentist
 - ☐ Engineer
 - ☐ Expert Professional Consultant
 - ☐ Land Surveyor
 - ☐ Lawyer
 - ☐ Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

The Department of Defense fills a need for school districts that has developed a contract to have the JROTC program in high schools. The process goes through a rigorous vetting certification for exemplary retired military personnel prior to interviewing.

b. Who were the members of the selection committee? *(Minimum 3 members required)*

N/A – Federal program



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Key Questions: - Continued

4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

All requirements were met and standards exceeded. The JROTC program has created a culture of family with the students and staff the JROTC instructors have demonstrated their dedication to Hillhouse and our community in New Haven.

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

No increase from previous year. Salary is comprised of the following:

Army portion: \$46,342.08

BOE portion: \$44,896.08

For a total amount not to exceed \$91,238.16

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

N/A - renewal

7. Is this a service that existing staff could provide? Why or why not?

No, not only do the instructors have to be retired from the military, their curriculum focuses on leadership and soft skills that enhances the opportunities in today's workforce. The relationships developed and maintained with our JROTC program and our community, are long-lasting and beneficial for community service graduating requirements, future potential scholarships and internships.



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor #
If No or New,	Vendor must provide completed W9
2. A quote or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u> It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u> Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.	
Emailed Disclosures are acceptable.	

James Hillhouse High School
U.S. Army JROTC
The *Bulldog* Battalion

We devote many after school hours to run our three different competitive teams: Drill Team, Color Guard and Raiders. We provide color guards throughout the city of New Haven, at various sporting events to include the Yale Bowl, Mayor's inauguration ceremony, New Haven Memorial Day and Veteran's Day ceremonies, St. Patrick's and Veteran's Day parades. We also take twenty cadets to Devens, Massachusetts for a five day/night leadership camp at the end of the school year, every year.

We have partnered with King-Robinson over the past ten years and my cadets have taught the Junior Achievement Program to kindergarten through second grade students. We have also assisted with their end of year field days, walk-a-thons, read aloud day, and provided a mentorship for students. The JROTC cadets have provided community service at the VA Hospital, Homes for the Brave, Soup Kitchen, Boys and Girls Club, and the New Haven Road Race. They also made and distributed necessity bags for the homeless at Columbus House and on the New Haven Green.

The mission of JROTC is *To Motivate Young People to be Better Citizens*. Cadets learn a wide variety of topics to support that mission. They learn leadership skills, how to resolve conflicts, team building, goal setting, how to study/take tests and resume writing. They are also taught classes about first aid, healthy eating, physical fitness, addressing prejudices', and citizen rights.

Hillhouse JROTC cadets historically have had better attendance, higher GPAs, and higher graduation rates. I have continued to not only meet but exceed the required enrollment in the program, which is a minimum of 10% of the school population, in order for the program to continue its existence at Hillhouse. I have also continued to ensure that the Hillhouse JROTC program has received Honor Unit with Distinction on our bi-annual accreditation inspection from our higher headquarters. This distinction gives our program the ability to nominate candidates for acceptance into the Military Service Academies. This nomination ability is equivalent to a recommendation from a Senator or a Congressman.

ATTACHMENT A

Job Description

- (1) **Duties of a JROTC Instructor** - JROTC officers and non-commissioned officers observe the same military courtesies and general roles they did on active duty, but there is no practical distinction between their major duties: a typical unit has only two personnel, and both must be fully capable of meeting all requirements. It is incumbent upon every new instructor to gain full personal proficiency in all JROTC responsibilities as rapidly as possible. Major curricular, extra-curricular and other tasks performed by instructors:
- ❑ Conduct the JROTC program in accordance with applicable law, and Army and Cadet Command regulations and policies.
 - ❑ Prepare any annual operational plan. Develop a schedule for the year reflecting school activities and JROTC objectives and activities. Include cadets in the planning. Organize cadets and resources toward objectives.
 - ❑ Perform administrative tasks. Maintain student records; provide enrollment and other student reports as specified by Cadet Command; meet school administrative requirements.
 - ❑ Carry out logistics tasks. Prepare requisitions. Maintain arms and supply operations in accordance with Army security requirements and other regulations.
 - ❑ Recruit new students. Market the JROTC program. Maintain at least the minimum enrollment of 100 cadets or 10% of the school's total student enrollment, whichever is less. Conduct a public relations program in the school and community.
 - ❑ Teach JROTC cadets. Achieve the curricular requirements and learning standards of the Program of Instruction. Attain and improve proficiency in all military and other subjects taught. Continuously improve JROTC instruction by staying abreast of new and alternative instructional and motivational techniques. Recommend changes to the curriculum.
 - ❑ Counsel students on their academic performance and as members of the Corps of Cadets. Assist interested students in applying for Senior ROTC scholarships and completing service academy applications.
 - ❑ Accomplish required school tasks. Participate in staff meetings, school committees and student activities. Perform tasks required of all other teachers in the school.

Job Description

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- ❑ Plan, organize and conduct extra-curricular activities; color guard marksmanship (optional), drill teams, adventure training, and JROTC social activities, such as an annual ball.
- ❑ Conduct risk assessment for all activities; observe and enforce all Army and school safety guidelines.
- ❑ Develop professional qualifications. Participate in recurring instructor conferences and other professional development opportunities. Meet any continuing education requirements of the state or school district.
- ❑ Prepare the unit for official visits and formal inspections.
- ❑ Coordinate summer camp attendance by cadets, attend camp, and conduct training and other activities as prescribed by the camp commander.
- ❑ Provide an outstanding personal example of professional, social and personal behavior and appearance for cadets, colleagues and the community.
- ❑ Provide an outstanding personal example of professional, social and personal behavior and appearance for cadets, colleagues and the community.
- ❑ Perform other duties assigned.

(2) Physical Duties and Time Required

❑ Curricular Instruction

Conduct Instruction, generally 4-5 hours per day, plus related administrative time. Usually 5 days per week, or as addressed in the instructor contract with the school. Generally, these are the same days and hours as for the other teachers under contract by the school. A teacher's basic pay is compensation for conducting curricular instruction

❑ Extra-Curricular Activities

These activities reinforce classroom instruction and offer cadets the opportunity to enhance their personal skills, discipline, teamwork and self-esteem. They require instruction supervision, participation or instruction, are not part of the academic curriculum, and are conducted in addition to the hours of classroom and administrative duties. The school's pay system determines whether compensation is due, and in what amount, for the conduct of these activities. For Junior ROTC instructors, they are not limited to, but may include:

- Color Guard
- Drill Team
- Marksmanship

(3) The Program of Instruction

- (a) The POI is designed to provide a systematic progression of learning and development during each year of high school. The curriculum for each grade level consists of 180 hours, of which 108 are for required subjects, and the remaining hours are chosen by the instructor from a list of Army approved subjects. Instructors have considerable flexibility in shaping their program to best meet the educational, vocational and other developmental needs of their students.
- (b) The following is a sampling of the subjects offered in four years of JROTC:
 - American citizenship
 - Techniques of Communication
 - Leadership (learning to assume a leadership role)
 - Leadership Labs (demonstrating leadership)
 - Drug Abuse Prevention
 - Map Reading
 - Developing a Career Exploration Strategy
 - First Aid and Hygiene
 - Technology Awareness
 - Command and Staff Procedures (for senior cadet leaders)
- (c) Desired learning outcomes. To aide their success in school and after graduation.

CITY OF NEW HAVEN

New Haven, Connecticut 06510



DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form contact 203-946-8201

Contractor/Vendor Name:	Jose Sala
Address:	480 Sherman PKWY, New Haven CT 06511
Telephone and/or Fax #:	(475) 220- 7500
Email Address:	jose.hiramsala@new-haven.k12.ct.us
Contact Person:	

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	New Haven
I,	Jose Sala	being first duly sworn, hereby deposes and says that:	
	(type or print your name above)		
1. X	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a. N/A	I am the corporate secretary or majority owner (including sole proprietorship) of	Insert Company Name above	
2b. X	Or I am an individual and my name is:	Jose Sala	
		if an individual, insert your name above	
3. JS	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4. N/A	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	N/A	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.	
4b.	N/A	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.	
4c.	N/A	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.	
5.	JS	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	N/A	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6b.	N/A	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.	N/A	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
	Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).		

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 NONE			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 NONE			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 NONE		
2		

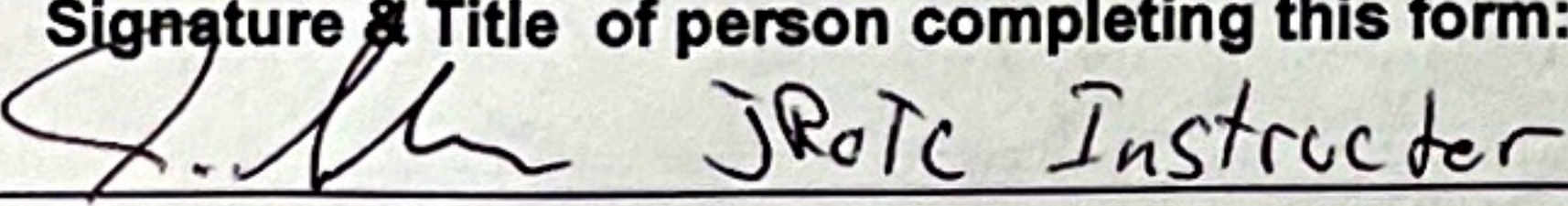
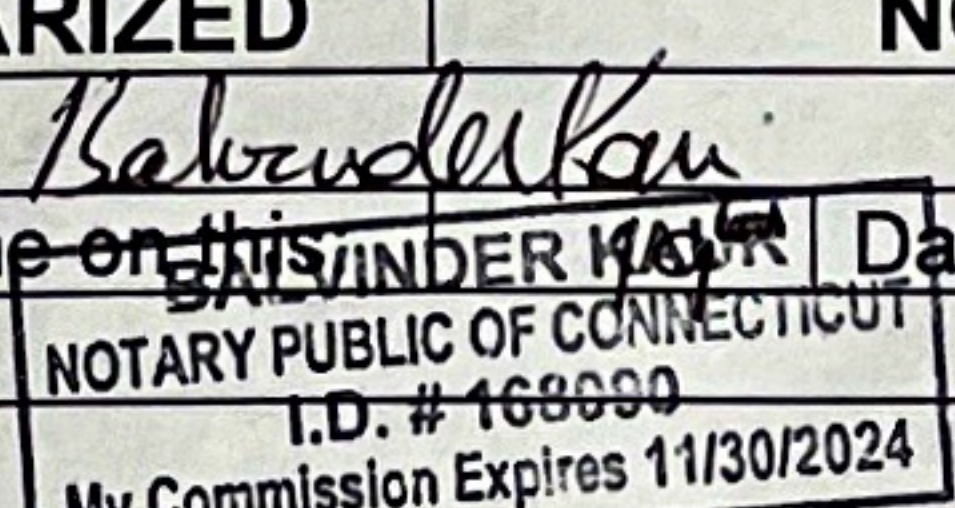
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 NONE			
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:			
			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this <u>10th</u> Day of <u>MAY</u> 20 <u>23</u>			
My Commission Expires:			

This form should be mailed or emailed to the contracting department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)