

# NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: Southern Connecticut State University AMENDMENT #: 1

GRANT # if applicable: N/A AGREEMENT #: 96399727

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: N/A DATE: 11.20.23

FUNDING SOURCE FOR AGREEMENT: **ARP ESSER III Carryover**

ACCT # FOR AGREEMENT: **2553-6399-56694-0062**

ORIGINAL AMOUNT OF AGREEMENT: \$19,928.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 19,928.00

X  ACTUAL OR   ESTIMATE

AMOUNT OF THIS AMENDMENT: \$14,240.00

X  INCREASE OR   DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$34,168.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: **ARP ESSER III Carryover 2553-6399-56694-0062**

**DESCRIPTION AND NEED FOR AMENDMENT:** Amending agreement to include all SCSU college courses for the Health Career Academy Pathway at Hillhouse for SY2023-2024. PSY 100 will be extended to a full-year course (into the Spring 2024 term). The 2<sup>nd</sup> course for the spring semester will be selected based on professor availability and time available in the students' schedule. **The change in end date for this agreement must be modified from 12/31/23 to 6/14/24.**

| Item  | Cost      |
|---|-----------|
| <b>Personnel</b>                            |           |
| PSY 100 (3 credits @ \$2,119 per credit)    | \$ 6,357  |
| TBD Course (3 credits @ \$2,272 per credit) | \$ 6,816  |
| <b>Total Personnel</b>                      | \$ 13,173 |
| <b>Fringe</b>                               |           |
| Part-Time Rate (8.10%)                      | \$ 1,067  |
| <b>Total Costs</b>                          | \$ 14,240 |

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

CONTRACTOR'S SIGNATURE: Robert Prezant Digitally signed by Robert Prezant  
Date: 2023.11.20 15:25:40 -05'00'  
Robert S. Prezant

\_\_\_\_\_  
Provost & Vice President for Academic Affairs

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

AGREEMENT 96399727



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: *Southern Connecticut State University*

Doing Business As, if applicable: *Southern Connecticut State University*

Business Address: 501 Crescent St. New Haven, CT 06519

Business Phone: Julianne Fowler

Business email: fowlerj3@southernct.edu

SS# OR Tax ID #:

Funding Source & Acct # including location code: ARP ESSER III Carryover  
25536399-56694-0062

Principal or Supervisor: *Keisha Hannans- Assistant Superintendent/Dina Natalino,  
Supervisor of College & Career Pathways*

Agreement Effective Dates: *September 12, 2023 – December 31, 2023*

Hourly rate or per session rate or per day rate: (see below – semester rate/per course)

Total amount: \$19,928.00

**BREAKDOWN:**

BIO 102 (6 credits @ \$2,013 per credit) = \$12,078.00

PSY 100 (3 credits @ \$2,119 per credit) = \$6,357.00

Total Salaries: \$18,435.00

Fringe Benefits (Part-Time Rate 8.10%) = \$1,493.00

Total Cost (Salaries plus Benefits) = \$19,928.00

*\*BIO 102 course is 4 credits with the compensation rate of 6 credits due to the lab component*

*Description of Service: Southern Connecticut State University will be contracted to provide two college level courses for Hillhouse High School juniors (cohort #1) enrolled in the Health Career Academy Pathway (HCAP). Students that successfully complete the prescribed plan of study for this pathway will earn 47 college credits towards their college degree in the healthcare field through dual credit programming. As freshman and sophomores, these students had the opportunity to earn 9 college credits through concurrent enrollment courses (high school teachers as adjunct college professors). As juniors, these students will begin to take course with SCSU professors. First semester, one course – Psychology – will be taught at Hillhouse High School and the second course, Biology, will take place on SCSUs campus.*

Submitted by: Keisha Hannans

Phone: 475-220-1017

**MEMORANDUM OF AGREEMENT BETWEEN  
New Haven Public Schools  
AND  
Southern Connecticut State University**

This agreement (“**Healthcare Careers Pathway Fall 2023**”) is made by and between NEW HAVEN PUBLIC SCHOOLS (NEW HAVEN), 54 Meadow Street, New Haven, CT 06519 and SOUTHERN CONNECTICUT STATE UNIVERSITY (SCSU or **The University**), 501 Crescent Street, New Haven, CT 06515. SCSU is a constituent institution of the Connecticut University System, which is an agency of the State of Connecticut.

NEW HAVEN and SCSU do mutually agree as follows:

1. Services to be Provided

- (a) Attachment 1 (Scope of Service) of this agreement will specify the work to be performed by SCSU.
- (b) Attachment 2 provides the confidentiality terms and conditions related to any student data.
- (c) NEW HAVEN retains the unilateral right to require changes in the services so long as the changes are within the general scope of work to be performed hereunder. If the change results in an increase or decrease of funds, both parties shall agree in writing on this price change.

2. Term of Agreement

Performance under this Agreement commences on **September 12, 2023** and continues until agreed upon services are completed, but in any case no later than **December 31, 2023**.

3. Compensation and Method of Payment

- (a) Compensation. NEW HAVEN shall compensate SCSU for services performed and make payments to SCSU, in response to invoices received from SCSU. The total price to NEW HAVEN for the services to be provided by SCSU under the Agreement *may not exceed* (time and materials) **\$19,928**

- (b) Method of Payment. SCSU shall submit invoices to:

Juanita Mazyck  
Business Office  
Director of Special Funds  
New Haven Public Schools  
54 Meadow Street, 4<sup>th</sup> Floor  
New Haven CT, 06519  
(475) 220 – 1337  
[juanitam@new-haven.k12.ct.us](mailto:juanitam@new-haven.k12.ct.us)

NEW HAVEN shall pay SCSU no later than ninety days after receipt of each invoice.

4. Federal Funding Acknowledgement

- (a) The source of these funds are: Hillhouse ESSER Funds, Account No. 25536399-56694-0062
- (b) This contract ( does/  does not) contain federal funds.
  - i. If contained, the source of these federal funds is: Elementary and Secondary School Emergency Relief Fund
  - ii. The CFDA Number is: 84.425
  - iii. The total dollar value of federal funds supporting this contract: \$19,928
  - iv. The percentage of the total contract value supported by federal funds: 100%
  - v. The terms and conditions that apply to this federally-funded contract are contained in Attachment
- (c) There ( are/  are not) programmatic conditions that apply to this contract, regardless of the type of funding. If applied, these conditions are contained in Attachment (3).

5. Administrative Officers

NEW HAVEN designates Michelle Bonnano and SCSU designates Julianne Fowler to serve as Contract Officers for this Agreement. All contact between NEW HAVEN and SCSU regarding administrative matters relative to this Agreement shall be coordinated through the Administrative Officers.

For NEW HAVEN Contract Matters:

Michelle Bonnano  
Grant Manager  
New Haven Public Schools  
54 Meadow Street  
New Haven, CT 06519  
475-220-7175  
[michelle.bonanno@new-haven.k12.ct.us](mailto:michelle.bonanno@new-haven.k12.ct.us)

For SCSU Contract Matters:

Julianne Fowler  
Interim Director, Sponsored Programs and Research  
Southern Connecticut State University  
501 Crescent Street, New Haven CT, 06515  
203-392-6802  
[fowlerj3@southernct.edu](mailto:fowlerj3@southernct.edu)

For NEW HAVEN Program Matters:

Keisha Redd Hannans  
Assistant Superintendent of Curriculum, Instruction, & Assessment  
New Haven Public Schools  
54 Meadow Street, 5<sup>th</sup> Floor  
New Haven, CT 06519

475-220-1017

[keisha.redd@new-haven.k12.ct.us](mailto:keisha.redd@new-haven.k12.ct.us)

For SCSU Health Careers Program Matters:

Michele Vancour

Executive Director of Healthcare Programs

Southern Connecticut State University

501 Crescent Street

New Haven, CT 06515

203-392-7250

[vancourml@southernct.edu](mailto:vancourml@southernct.edu)

For SCSU Early College Program Matters:

Trudy Milburn

Associate Vice President for Academic Affairs

Southern Connecticut State University

501 Crescent Street

New Haven, CT 06515

203-392-5761

[milburntl@southernct.edu](mailto:milburntl@southernct.edu)

6. Amendment of Agreement

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

7. Publicity and Marketing:

Each Party may include the other Party's name, logo(s), service mark(s) or trademark(s) on its website(s) or other materials with prior approval of the other Party. Each Party agrees that such use of name, logo(s), service mark(s) or trademark(s) must be in accordance with the terms of this Agreement, applicable law, and any usage guidelines as may be provided by each Party.

8. Forum and Choice of Law: The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflict of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State of Connecticut or the University, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. NEW HAVEN waives any objection which it may now have or will have

to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

9. **Sovereign Immunity:** NEW HAVEN and SCSU acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by SCSU or the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.
10. **Disputes and/or Claims Against the State:** NEW HAVEN and SCSU agree to enter into negotiation to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. In the event negotiation is unsuccessful, NEW HAVEN agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State), and NEW HAVEN further agrees not to initiate legal proceedings in any state and federal court in addition to, or in lieu of, said Chapter 53 proceedings.
11. **Non-Discrimination:** NEW HAVEN and SCSU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. NEW HAVEN agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
12. **Termination:** Notwithstanding any provisions in this Agreement, the University, through a duly authorized employee, may terminate the Agreement whenever the University makes a written determination that such termination is in the best interests of the State of Connecticut or the University. The University shall notify NEW HAVEN in writing of termination pursuant to this Section 12, which notice shall specify the effective date of termination and the extent to which NEW HAVEN must complete its performance under the Agreement prior to such date.
13. **Records**  
The NEW HAVEN and SCSU shall retain all records relating to the subject of this Agreement for three (3) years after the termination of this Agreement.
14. **Assignment:** This Agreement or any right or duty, in whole or in part, of NEW HAVEN under this Agreement may not be assigned or delegated without the prior written consent of the University.

15. **Severability:** If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.
16. **Counterparts:** This Agreement may be executed in multiple counterparts, each one of which when so executed, shall in a digital scan or image constitute a valid and binding original.
17. **Entire Agreement**  
This Agreement, together with the Exhibits incorporated by reference, if any, represents the complete and final understanding of NEW HAVEN and SCSU. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.



SCSU IP No. 20040

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

**Southern Connecticut State University**

By:

Date:

Robert  
Prezant

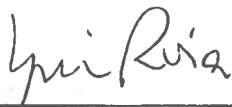
Digitally signed by Robert  
Prezant  
Date: 2023.08.22  
16:13:14 -04'00'

\_\_\_\_\_  
Robert S. Prezant  
Provost and Vice President for Academic Affairs

**New Haven Public Schools**

By:

Date:



9/11/2023

\_\_\_\_\_  
Yesenia Rivera  
President, New Haven Board of Education

## Attachment 1 – Scope of Service

The following courses are general education classes offered to New Haven students as a part of the Healthcare Careers Pathway. Both will be taught in Fall 2023.

1) Professor Christopher Wisniewski, part-time SCSU faculty in the Department of Biology, will teach the course “General Botany” (BIO 102) at SCSU for students from Hillhouse High School for the Fall 2023 term. This course will be taught in on-ground format at Southern Connecticut State University.

- **Course Catalog Description – BIO 102 – General Botany:** Introduction to the fundamental principles of botany including anatomy, morphology, physiology, genetics, development, and diversity of plants with particular emphasis on human interaction with plants.
- **Where:** Southern Connecticut State University

2) Professor Simon Zhornitsky, part-time faculty in the Department of Psychology, will teach the course “Introduction to Psychology” (PSY 100) for students at Hillhouse High School for the Fall 2023 term. This course will be taught in on-ground format at Hillhouse High School.

- **Course Catalog Description – PSY 100 – Introduction to Psychology.** Introduction to psychology as a science. Core topics are: psychology as a profession, research methods, biological bases of behavior, and learning. Additional topics are selected from: personality (normal and abnormal), sensation and perception, cognition, social, intelligence, and development. As part of the course requirements, students participate in an approved research study or an equivalent non-research study.
- **Where:** Hillhouse High School

**Costs:**

| Item                                     | Cost      |
|--|-----------|
| <b>Personnel</b>                         |           |
| BIO 102 (6 credits @ \$2,013 per credit) | \$ 12,078 |
| PSY 100 (3 credits @2,119 per credit)    | \$ 6,357  |
| <b>Total Salaries</b>                    | \$ 18,435 |
| <b>Fringe Benefits</b>                   |           |
| Part-Time Rate (8.10%)                   | \$ 1,493  |
| <b>Total Cost</b>                        | \$ 19,928 |

Attachment 2 Confidentiality Terms & Conditions

1. **Confidential Information:** means non-public and secure information that the University discloses to NEW HAVEN. NEW HAVEN agrees to hold in confidence all information, data, or materials provided by the University to NEW HAVEN during the term of this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary in nature ("Confidential Information"). Confidential Information shall not include any information that NEW HAVEN can demonstrate (i) was known to NEW HAVEN prior to receiving from, observing, or accessing the University; (ii) is or becomes publicly available, through no fault or breach of NEW HAVEN; (iii) the University regularly discloses to third parties without restriction on disclosure; (iv) NEW HAVEN obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (v) independently developed by NEW HAVEN without use of or reference to any Confidential Information of the University; or (vi) NEW HAVEN received a written consent to disclose the information.
2. **Protection of Confidential Information:** NEW HAVEN agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to NEW HAVEN by SCSU to any person other than authorized employees, and those employees or agents of NEW HAVEN whose use of or access to the Confidential Information is necessary in connection with the services being performed by NEW HAVEN for or on behalf of SCSU. NEW HAVEN shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of NEW HAVEN having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
3. **Student Data:** In the course of this Agreement, NEW HAVEN may have access to data associated with prospective and/or enrolled SCSU students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered Confidential Information and protected by FERPA. Such information shall not be disclosed or shared with any third party by NEW HAVEN, except as permitted by the terms of this Agreement.
4. NEW HAVEN shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all SCSU data received from, or on behalf of SCSU. These measures shall be extended by contract between NEW HAVEN and all subcontractors used by NEW HAVEN who may encounter SCSU data. In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, NEW HAVEN will promptly inform SCSU of such request in writing. NEW HAVEN shall only retrieve such data or information upon receipt of, and in accordance with, written directions by SCSU. NEW HAVEN shall not provide direct access to such data or information or respond to individual requests. All requests and all

data or information retrieved by NEW HAVEN in response to such requests shall be provided to SCSU. It shall be SCSU's sole responsibility to respond to requests for data or information received by NEW HAVEN regarding SCSU data or information. Should NEW HAVEN receive a court order or lawfully issued subpoena seeking the release of such data or information, NEW HAVEN shall provide immediate notification to SCSU of its receipt of such court order or lawfully issued subpoena and shall promptly provide SCSU and CSCU Legal Affairs, 61 Woodland Street, Hartford CT 06105, and via email: [CSCU-Legal@ct.edu](mailto:CSCU-Legal@ct.edu), with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

5. **Breach of Confidentiality:** The Parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in the termination of this Agreement. For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable. In the event that a security breach occurs, NEW HAVEN agrees to the following:
  - a. NEW HAVEN shall immediately notify SCSU in the event NEW HAVEN has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and NEW HAVEN shall immediately take such measures as are reasonably necessary, or requested by NEW HAVEN, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").
  - b. To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of NEW HAVEN or its subcontractors or employees, or from NEW HAVEN's failure to comply with the terms of this Agreement, NEW HAVEN shall: (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless SCSU and the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.
  - c. To the extent the Unauthorized Access was not related to the negligent act or omission of NEW HAVEN or its subcontractors and employees, or to NEW HAVEN's failure to comply with the terms of this Agreement, SCSU may, in its sole discretion, by amendment to this Agreement, compensate NEW HAVEN for the Mitigation Measures.

- d. For the purpose of notification to SCSU of an actual or potential security breach, the following individuals, or their successors, should be contacted in writing and by phone:

Mr. Edward May, Information Technology  
203-392-7776

6. Return/Destruction of Data: Upon expiration or termination of this Agreement, NEW HAVEN shall return and/or destroy all data or information received from SCSU in a manner as may be determined between the Parties in accordance with agreed upon standards and procedures. NEW HAVEN shall not retain copies of any data or information received from the SCSU once SCSU has directed NEW HAVEN as to how such information shall be returned to SCSU and/or destroyed. Furthermore, NEW HAVEN shall ensure that it disposes of any and all data or information received from SCSU in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If NEW HAVEN destroys the information, NEW HAVEN shall provide SCSU with written confirmation of the method and date of destruction of the data.