

**CONTRACT AMENDMENT AND EXTENSION TO SCHOOL BUS TRANSPORTATION SERVICES  
AGREEMENT BETWEEN HAMDEN PUBLIC SCHOOLS AND FIRST STUDENT, INC.**

**THIS CONTRACT EXTENSION AND AMENDMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Contract Extension") by and between Hamden Public Schools with principle offices at 60 Putnam Avenue, Hamden, CT 06517 (hereinafter, the "District") and First Student, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 1351 Dixwell Avenue, Hamden CT 06514 (the "Contractor" and, collectively, the "Parties").

**WHEREAS**, the Parties entered into that certain School Bus Transportation Agreement dated December 1, 2010 for a term ending June 30, 2015 (hereinafter, collectively with all subsequent amendments, the "Agreement"); and

**WHEREAS**, the Parties entered into an amendment and extension agreement dated August 28, 2014, extending the term of the Agreement to June 30, 2017 and amending certain sections of the Agreement;

**WHEREAS**, the Parties entered into an amendment and extension agreement dated June 13, 2017 extending the term of the Agreement to June 30, 2018 and amending certain sections of the Agreement;

**WHEREAS**, the Parties entered into an amendment and extension agreement dated May 30, 2018 extending the term of the Agreement to June 30, 2019 and amending certain sections of the Agreement; and

**WHEREAS**, the Parties entered into an amendment and extension agreement dated June 11, 2019 extending the term of the Agreement to June 30, 2020 and amending certain sections of the Agreement; and

**WHEREAS**, the Parties desire to further extend the term of the Agreement and amend certain portions thereof with this additional amendment and extension;

**WHEREAS**, in or about March 2020, the World Health Organization declared the COVID-19 novel coronavirus to be a pandemic (the "Pandemic"); and

**WHEREAS**, the Parties acknowledge that due to the Pandemic, the schedule for student transportation services may be altered during the course of the 2020/2021 school year and the Parties desire to amend the Contract to provide for assurances of the continuation of transportation services and payment to the Contractor under different transportation scenarios during the 2020/2021 school year; and

**WHEREAS**, the Parties acknowledge that furloughing drivers poses greater risk to the resumption of in person learning as it will impact Contractor's ability to hire, train, and certify the correct number of drivers to service the Contract; and

**WHEREAS**, the Parties acknowledge that the retention of drivers for the 2020/2021 school year by Contractor will be negatively impacted by the reduction in compensation paid to drivers as a result of reduced route employees hours and the reduced number of charters, sport trips and community-based instruction.

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **TERM.**  
Section 1.1 of the Agreement is hereby revised to extend the contract term for one (1) year effective July 1, 2020-June 30, 2021; and upon mutual written agreement of the parties for an additional one (1) year term effective July 1, 2021-2022.
2. **COMPENSATION AND BILLING** Commencing July 1, 2020, the rates of compensation payable under the Agreement shall be as set forth on Exhibit A to this

Contract Extension. For the 2021-2022 school year, there will be a 5.0% increase over the prior year's rates.

District is responsible during the period of July 1, 2020 through June 30, 2021 for guaranteed payment for the equivalent of a minimum of seventy-nine (79) routes for one hundred eighty (180) days (the "Annual Route Cost"), regardless of whether or not buses actually operate routes for the applicable number of days, and agrees to pay the Contractor the Annual Route Cost in ten (10) monthly payments at the conclusion of each month, September through June. Contractor shall bill monthly by itemized invoice. In the event the District suspends or cancels transportation services in whole or in part, during the 2020/2021 school year, the Contractor shall, at the end of the 2020/2021 school year, credit the District in an amount equal to the sum of (i) 20% of the daily rate of compensation for each route Contractor would have otherwise performed under the Agreement had the District not suspended or canceled transportation services and (ii) 20% of the daily rate of compensation for each route Contractor would have otherwise performed under the Agreement during the three (3) pre-planned non-operating days agreed to by the Parties.

In addition to the Annual Route Cost, District agrees to pay Contractor for the cost of the twice daily disinfecting cleaning of eighty-five (85) vehicles (the "Disinfecting Cost"). The Disinfecting Cost will be itemized and billed as a separate line item on a monthly invoice.

**3. Sec. 2.1 Scope of Services**

During the 2020/2021 school year, Contractor shall provide a van at each District school to be utilized to transport students home in the event of illness. The rate of compensation for such van service shall be as set forth on Exhibit A to this Contract Extension.

Except as amended herein, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Contract Extension has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

**HAMDEN PUBLIC SCHOOLS**

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

Title: \_\_\_\_\_

**ATTEST:**

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

**FIRST STUDENT, INC.**

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

Title: \_\_\_\_\_

**ATTEST:**

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

# 2021-22 SFA – FSMC Contract Renewal Amendment

(Fixed Fees with Summer)

As authorized by section 2202(a) of the Families First Coronavirus Response Act (the Act)(P.L. 116-127) and extended by Food and Nutrition Services, both parties opt in to the waiver:

7(CFR 210.16(d) and 7 CFR 225.6(h)(7) to permit school food authorities and summer food service program sponsors to extend existing food service management company contracts that would not otherwise be eligible for extension through SY 2021-22 or June 30, 2022.

This renewal amendment is between HAMDEN PUBIC SCHOOLS (SFA) and the WHITSONS NEW ENGLAND INC. (FSMC) and constitutes Amendment No.5.

WITNESSETH:

WHEREAS, the parties entered into a certain Food Service Management Agreement, dated July 1, 2016 as amended by Addendum No. 1 dated May 26, 2017; Addendum No. 2 dated July 1, 2018; Addendum No. 3 dated June 14, 2019; and Addendum No. 4 dated June 29, 2020 (collectively, the "Agreement") whereby, the FSMC manages and operates the SFA's USDA Child Nutrition food service program in Hamden, CT; and

WHEREAS, the parties now desire to amend the aforesaid agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

- Both parties mutually agree to extend the Agreement beginning July 1, 2021 and ending June 30, 2022, unless terminated by either party as hereinafter provided. (Section 16.1)
- This agreement may not be further extended unless the USDA waives the requirement in 7 CFR 210.16(d) and 7 CFR 225.6(h)(7) for SY 2022-23. (Section 16.1 B)
- Any and all references to the "2020-21" school year shall be amended to read "2021-22"
- Section 3.15 A Summer Food Service amended to read "Dates of participation:July 1<sup>st</sup> - August 25th 2021".
- Section 12.11 (C) shall be amended to read "The FSMC's Management Fee (FSMC's profit) for August/September – June is: \$4,702.27 per month for ten (10) months. Fee Total: \$47,022.65 (Per calculation below based on the agreed upon percentage not to exceed the March 2021 Consumer Price Index (CPI) – Food Away From Home, Northeast Urban 4.5%)".

Management Fee				
2020-21 Fee	CPI%	Fee Increase	2021-22 Fee	Fee Per Month for 10 Months
\$45,432.51	3.5%	\$1,590.14	\$47,022.65	\$4,702.27

- Section 12.11 (D) shall be amended to read "The FSMC's Administrative Fee for August/September – June is: \$11,755.65 per month for ten (10) months. Fee Total: \$117,556.51 (Per calculation below based on the agreed upon percentage not to exceed the March 2021 Consumer Price Index (CPI) – Food Away From Home, Northeast Urban 4.5%)".

Administrative Fee				
2020-21 Fee	CPI%	Fee Increase	2021-22 Fee	Fee Per Month for 10 Months
\$113,581.17	3.5%	\$3,975.34	\$117,556.51	\$11,755.65

The following functions are the FSMC's responsibility and will be included in such fees:

- Corporate supervision;

- Financial reporting and analysis;
- Field auditing;
- Marketing assistance; and
- Purchasing administration.

7. Summer Food Program Section 12.11 (E)(1) shall be amended to read "The FSMC's Management Fee (FSMC's profit) is: \$ \_\_\_\_ per meal (Per calculation below based on the agreed upon percentage not to exceed the March 2021 Consumer Price Index (CPI) - Food Away From Home, Northeast Urban 4.5%)".

Summer Management Fee			
2020-21 Fee	CPI%	Fee Increase	2021-22 Fee
\$4,458.75	4.5%	\$200.64	\$4,659.39

8. Summer Food Program Section 12.11 (E)(2) shall be amended to read "The FSMC's Administrative Fee is: \$ \_\_\_\_ per meal (Per calculation below based on the agreed upon percentage not to exceed the March 2021 Consumer Price Index (CPI) - Food Away From Home, Northeast Urban 4.5%)".

Summer Administrative Fee			
2020-21 Fee	CPI%	Fee Increase	2021-22 Fee

9. Additional changes (must be reviewed for material changes to the contract)

Sec 12.11, Subsection K (Guarantee), of Article XII of the Contract is hereby amended to reflect a surplus in the amount of \$80,351 for school year 2021-2022.

This renewal amendment is effective July 1, 2021, provided both parties execute this renewal by June 30, 2021. If this renewal amendment is executed after June 30, 2021, the effective date will be the date this document is fully executed.

\_\_\_\_\_  
Signature of Food Service Management Company's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Food Service Management Company's Authorized Representative

\_\_\_\_\_  
Signature of School Food Authority's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of School Food Authority's Authorized Representative

**STUDENT EDUCATIONAL  
TRAINING AFFILIATION AGREEMENT**

BY AND BETWEEN

**Gateway Community College**

AND

**Hamden Public Schools, Food Service**

**TERM**

From: 5/1/2021

To: 4/30/2026

This Affiliation Agreement (the "Agreement") is made by and between **Gateway Community College** (hereinafter the "Institution"), a constituent unit of the State of Connecticut System of Higher Education, and Hamden Public Schools, Food Service (hereinafter the "Facility" or "Contractor").

**WHEREAS**, the Institution offers a **program** in Nutrition and Dietetics (hereinafter the "Program" or collectively "Programs"); and

**WHEREAS**, the Institution desires to provide experience and instruction to its students;  
and

**WHEREAS**, the Facility, in the interest of furthering the educational objectives of the Institution, is willing to make its Facility available to the Students for such experience and instruction; and

**WHEREAS**, the Facility's operations include a facility or facilities suited to the needs of the Institution; and

**WHEREAS**, the Institution is authorized to enter this Agreement under provisions of Sections 10a-6, 4a-52a and 10a-151b of the General Statutes of the State of Connecticut.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

**1. EDUCATIONAL TRAINING PLAN, PHILOSOPHY AND IMPLEMENTATION**

- 1.1 Philosophy and Objectives of the Program. The objectives of the Program are to: 1) prepare Students for future employment and/or careers through job exposure and work experiences; 2) increase independent skills; and 3) increase knowledge of and access to community resources.

1.2 Education Training Program Plan/Implementation.

- (a) The Institution shall be responsible for the planning, implementation and execution of its Students' educational training experience.
- (b) The Institution shall submit to the Facility, at least thirty (30) days prior to commencement of the Program, a description of the types of training experiences needed by the Students, the dates during which such experiences will be needed, the number of Students expected to participate in the Program, and the names, professional credentials, and evidence of current licensure (if applicable) of the Institution's faculty personnel (hereinafter the "Faculty") who will supervise Students enrolled in Programs that require Faculty supervision on the premises of the Facility.
- (c) The Institution shall inform the Facility as soon as practicable of any changes in information previously provided to the Facility regarding the Program.

2. **TERM, AMENDMENT AND TERMINATION OF AGREEMENT.** The term of this Agreement shall be effective only as of the date of signature by the Institution's authorized official, and if applicable the date of approval by the Connecticut Attorney General or the date first written above, whichever is later, and shall remain in effect until the term end date written above. Prior to the end of this term, the parties may renew the Agreement by an amendment to this Agreement executed by both parties and if applicable, approved by the Connecticut Attorney General. Such desire to renew shall be conveyed in writing at least sixty (60) days prior to the end of the termination date. Either the Facility or the Institution may terminate this Agreement at any time without cause by giving one hundred and twenty (120) days written notice to the other party. If either party moves to terminate this Agreement prior to its expiration, termination shall not become effective until the Students in their fieldwork placement have completed their scheduled clinical experience, or the Facility and the Institution agree otherwise, in writing. The Institution maintains the right to withdraw student(s) from the Facility in accordance with Section 4.7 below.

3. **FACILITY RESPONSIBILITIES**

3.1 Experience. The Facility will accept Students for educational training experience.

- (a) The Facility shall provide the opportunity for Students to perform educational training under the supervision of an employee of the Facility or Faculty in accordance with the terms of this Agreement.
- (b) When agreed upon by both parties, students may receive educational training and practical experience under the supervision of an employee of the Facility.

3.2 Equipment and Use of Facilities. The Facility shall provide equipment and supplies necessary for the administration of care by Students; space for conferences connected with Students' instruction; phone access; and, if available, secured locker room or equivalent space for use by Students and Faculty at no cost. Students and Faculty may use the Facility cafeteria during the training experience, if available. The cost of cafeteria purchases shall be the responsibility of the person making the purchase.

- 3.3 Orientation for Faculty and Students. The Facility shall provide Faculty and Students with relevant Facility information, including policies, procedures, and rules for which Faculty and Students must comply.
- 3.4 Professional Standards. In rendering services under this Agreement, the Facility shall conform to high professional standards of work and business ethic. The Facility warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Facility agrees to provide to the Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said Institution, such services as the Institution requests, provided in this Agreement.
- 3.5 Emergency Medical Care. The Facility will provide emergency medical care to Students and/or Faculty who become ill or who are injured while on duty at the Facility or arrange transport to an acute care facility, as applicable. The Institution shall advise its Students and Faculty that the cost of such care shall be the responsibility of the individual receiving it.
- 3.6 Student Education Records. The Facility acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. The Facility acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Facility further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

#### 4. INSTITUTION RESPONSIBILITIES

- 4.1 Planning. The Institution shall be responsible for the planning and execution of its Students' educational training experience.
- 4.2 The Institution shall submit to the Facility, at least thirty (30) days prior to the commencement of the Program, a description of the types of training experiences needed by its Students, in accordance with Section 1.2(b) above.
- 4.3 Insurance. During the term of this Agreement, the Institution shall maintain professional liability insurance covering each Student for his or her acts or omissions while participating in any curriculum activity at the Facility. A Certificate of Insurance will be provided to the Facility, indicating State professional liability coverage.
- 4.4 Compliance with Facility Rules. The Institution will advise Students and Faculty that they are required to comply with all rules and regulations of the Facility and instructions of Facility personnel. Upon the Facility's request, Students may be required to wear and visibly display identification badges issued by the Facility or Institution and a name tag acceptable to the Facility.
- 4.5 Confidential Information. The Institution will advise its Students, Faculty, and Institution personnel that they must not disclose any confidential material or information connected with the Facility or any of its patients, except as required by

federal or State law, including the Connecticut Freedom of Information Act (FOIA). The Institution shall also advise its Students and Faculty that they must comply with the Facility's policy on confidentiality.

- 4.6 Background Checks. The Institution shall advise its Students that they may be required to provide the Facility with evidence that they have completed a criminal background check, meeting the Facility's requirements (which shall be provided to students and the Institution, and may include a criminal history, national sex offender registry check, and FACIS Level III sanction check). The Facility may refuse to accept for participation in the Program any Student for whom satisfactory evidence has not been provided.
- 4.7 Withdrawal of Students from the Facility. The Institution shall withdraw any Student from the Facility due to health, performance, or other reasonable reasons if such Student's continued participation in the Program is detrimental to the Institution, Student and/or Facility. The Institution may immediately withdraw student(s) from the Facility when the Institution determines that student(s) are at risk. The Institution agrees to withdraw any Student from the Facility immediately upon the request of the Facility provided the Facility furnishes information to the Institution that the Student's continued participation in the Program is detrimental to Institution, Student and/or Facility.
- 4.8 Immunizations and Physical. The Institution represents to the Facility that it has been provided documentation by each Student and Faculty participating in the Program that s/he meets the Facility's requirements for immunization and physical examination. The Institution understands that the Facility may refuse to accept for participation in the Program any Student or Faculty who have not met the Facility's requirements for immunization and/or physical examination.

## 5. SHARED RESPONSIBILITIES

- 5.1 Instruction and Supervision. The Facility shall be responsible for the supervision and instruction of Students and shall at all times retain authority and responsibility for the delivery of care. When applicable, a ratio of at least one preceptor for every four (4) students shall be maintained.
- 5.2 Required In-Services. The Institution will provide mandatory in-services to Students and Faculty in advance of the first experience. Mandatory in-services may include, but are not limited to, general safety, infection control, OSHA blood borne pathogens, TB, fire safety, hazardous materials, and use of electrical equipment.
- 5.3 Program Evaluation. Facility personnel will consult at least one time(s) each year with the Institution for the purpose of evaluating the Program at the Facility, in an effort to continually provide an appropriate learning environment for the Students.
- 5.4 Students and Faculty Not Employees or Agents. Both the Facility and the Institution acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility. Students shall not receive compensation of any kind from the Facility.
- 5.5 Insurance. Each party to this Agreement agrees to procure and maintain at its own cost all such insurance coverage as would be usual and prudent for a comparable



organization to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party's reasonable request.

## 6. COST AND SCHEDULE OF PAYMENTS

6.1 **No Payment** - Neither party to this Agreement shall provide compensation of any kind to the other party.

## 7. GENERAL PROVISIONS. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean the Facility.

7.1 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the Institution or Facility at the address set forth, below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Institution: Gateway Community College  
20 Church Street  
New Haven, CT 06510  
Attn: Alice Pandolfi

If to the Facility: Hamden Public Schools, Food Service  
2040 Dixwell Avenue  
Hamden, CT 06514  
Attn: Randall Mel, General Manager

7.2 **Prohibition against Assignment.** Except as provided in this Section, this Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment of this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

7.3 **Accommodations for Persons with Disabilities.** In the event that a Student, Faculty, or other Institution personnel requests accommodations for a disability beyond those accommodations that are currently available at the Facility, and provided that the Institution determines that such accommodations should be provided, the Institution shall be responsible for making any reasonable arrangements necessary to effectuate reasonable additional accommodations.

7.4 **Worker's Compensation.** The Institution and Facility agree that the Facility is not responsible for any Workers Compensation or disability claim filed by a Student or Faculty.

8. **REQUIRED PROVISIONS – STATE OF CONNECTICUT.** References in this section 8 to “contract” shall mean this Agreement and references to “Contractor” shall mean the Facility.

- 8.1 Claims Against the State. The Facility agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Institution arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Facility further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 8.2 Indemnification. The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify the State for any claims arising solely out of the negligent acts or omissions of the Students.
- 8.3 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 8.4 Non Discrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

- 8.5 Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution shall provide a copy of these orders to the Contractor.
- 8.6 Power to Execute. The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with the terms.
- 8.7 Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 8.8 Entire Agreement. This written Agreement shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the Institution. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**FACILITY**

**INSTITUTION**

**Hamden Public Schools, Food Service**

**Gateway Community College**

By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**By the Connecticut Attorney General**

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



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Entity

For Contracts Valued at Less than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of \_\_\_\_\_  
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

\_\_\_\_\_  
(Authorized Signatory) (Date)

\_\_\_\_\_  
(Printed Name)

**Hamden Public Schools**  
60 Putnam Avenue  
Hamden, CT 06517

**APPLICATION FOR USE OF SCHOOL BUILDING**

Applications **MUST** be filed at least **SIX WEEKS** before the day for which it is made.

Tentative approval, subject to revocation at BOE discretion. Application will not be accepted prior to **SIX MONTHS** before the event date.

Date 5/14/2021

To the Board of Education:

The undersigned hereby make application on behalf of YNHH Auxiliary  
(Name of Organization)

as association formed for Yale New Haven Hospital toy drive  
(Event Title)

(please check the box next to building AND rooms):

Hamden High School

Hamden Middle School

Elementary Schools:

- Bear Path
- Church Street
- Dunbar Hill
- Helen Street
- Ridge Hill
- Shepherd Glen
- Spring Glen
- West Woods
- Wintergreen

- HHS:  Auditorium/Black Box/Dressing Rooms  
 Gymnasium  
 C107  
 Cafeteria  
 Classroom  
 Athletic Field/Pool (please circle option)

HMS:  Auditorium  
 Gymnasium Front of building  
 Cafeteria  
 Classroom  
 Music/Band Room

- Elementary Schools:  
 Gymnasium  
 Cafeteria  
 Classroom

**Equipment Needed:**

HHS/HMS: See Addendum A and return with this form.

**Elementary Schools:**

- Tables (how many) \_\_\_\_\_
- Chairs (how many) \_\_\_\_\_
- Other Needs: \_\_\_\_\_

**EVENT INFORMATION**

\*If multiple dates, please indicate clearly information for each date

Date	Arrival Time	Event Time	End Time
<u>10/26/21</u>	<u>9:00</u>	<u>10:00 - 2:00</u>	<u>3:00</u>
_____	_____	_____	_____
_____	_____	_____	_____

Number of Performers/Presenters: 10

Anticipated Attendance: \_\_\_\_\_

Admission Charge: 6 -

Percentage of Hamden Performers: 90%

**REHEARSAL / PREPARATION**

Date Time (From/To)

Date	Time (From/To)
<del>_____</del>	
<del>_____</del>	
<del>_____</del>	

How many people will attend the rehearsal? \_\_\_\_\_

Will your event require set up? Yes  No

If yes, when do you plan to set up?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If said permission is granted, we hereby agree to strictly comply with the rules and regulations of the Board of Education governing the use of public school buildings, to take the utmost care in the use of the school property, to make good any damage to or loss of school property arising from our occupancy of any portion of the building and to provide necessary police attendance. A certificate of insurance for all organizations not affiliated with the Hamden Public School District is required.

Please describe how you plan to comply with the state and CDC Covid-19 guidelines for your event. Please include both the plan for audience (capacity, seating, entry and exit) as well as performers on stage and back stage (masks, social distancing, etc). We must have this information before the Board will consider your request for facility use. (If easier, you may attach a separate document with your protocols)

This past Christmas 2020 we were unable to collect toy for the children at or leaving the hospital due to covid restrictions. We are setting up 3 location in the New Haven area for toy collection on June 26th.

We would like to use the middle school driveway to collect the toys. People will be able to drive up, we will unload the toys and send people on there way.

Our stockpile of toys is getting low and we are hoping to replenish it with this toy drive

FSD # \_\_\_\_\_

PRINT names of applicants.

<u>Contact Name</u>	<u>Address (Number, Street, Town, Zip)</u>	<u>Telephone</u>	<u>Email Address</u>
<u>Hyman Glick</u>	<u>2 North Woods Rd</u> <u>Hamden, CT 06518</u>	<u>203 376 6836</u>	<u>Hyman15@</u> <u>comcast.net</u>
_____	_____	_____	_____
_____	_____	_____	_____

**RULES AND REGULATIONS**

**3513R**

*For the Use of the Hamden Public School Buildings for Other Than Regular School Purposes*

1. The use of the Hamden Public School Buildings for other than regular schoolwork is under the direct control of the Board of Education. All applications for the use thereof must be made to the Board of Education on the blank form prescribed for that purpose. The application must state in every detail the purpose and nature of the activity for which the building is to be used and must be signed by three responsible persons, who will be held responsible for any damage or loss of property arising from such use.
2. When permission for the use of any building has been granted the Board will appoint a custodian and/or security personnel to act as its personal representative. This appointee is to supervise the meeting and enforce the Rules and Regulations of the Board with power to close the meeting if it is not held in accordance with the Rules and Regulations. Custodian(s) will report a minimum of one-half hour before scheduled time and remain a minimum of one-half hour after close of event. There will be a minimum charge of three hours of custodial coverage for any event.
3. If police attendance is necessary (to be determined by the Administration), the persons in charge of the event will be required to provide such police attendance and give the Police Permit Number to the Board of Education.
4. The building is to be used only on the date specified and for the purpose named in the permit. Nobody from the renting organization will be allowed to enter the building prior to the time stipulated in this contract. Setup and rehearsal time must be reflected on the application.
5. A permit can be canceled without notice provided its provisions or intent are violated in any way, and the Board of Education or its representatives shall be the sole judge of such violation. In addition, the Board of Education reserves the right to cancel a permit should a school function be in conflict with the permitted event.
6. A permit is not transferable.
7. A permit is not valid unless signed by the Superintendent or his/her designee.
8. No food or refreshments are to be served or eaten on the premise, unless specifically mentioned in contract. Food or drink is not to be brought into gymnasium, auditorium or pool. Violation of this provision may result in immediate revocation of the permit and is grounds for future denials.
9. When use of a kitchen is required, details must be worked out in consultation with the food services contractor, who will determine whether a cafeteria worker will be needed. If a cafeteria worker is needed, the permittee will be responsible for the cost.
10. When use of Audio Visual or Television equipment is needed, details must be worked out in consultation with the Director of Fine Arts (high school and middle school) or the building media specialist (elementary schools). If it is determined a technician is needed, the permittee will be responsible for the cost.
11. Use of auditoriums does not include use of theatrical lighting or sound equipment. If needed, use of equipment must be worked out in consultation with the Director of Fine Arts. Only trained school-appointed technicians will be able to use stage technology equipment. Costs for these services will be invoiced after the event is completed. If using the high school or middle school auditoriums, you must fill out Addendum A to determine your technical and staffing needs.
12. A statement of insurance to cover loss or damage to equipment must be presented to the Superintendent prior to approval (Board Policy #1330.2)
13. We cannot reserve any date(s) before receipt of this application. Therefore, return this application as soon as possible.
14. Requestor(s) must comply with the State of CT and/or CIAC opening guideline requirements and must ensure compliance during event or risk losing future rental status. RG (Please Initial)

I have read and agree with the above rules and regulations set forth by the Hamden Board of Education:

Hyman Glick (Signature) 5/14/2021 (Date)

The charges for this building use application will be reflected on a "calculation sheet" and invoice that you will receive once the usage is approved; lighting and technical services fees will be billed separately. These charges are to be paid, by check or money order, to the Hamden Board of Education. The fee schedule is available on-line at [www.hamden.org](http://www.hamden.org), or by contacting the Facilities Department at (203) 407-2207.

Approved by Board of Education: \_\_\_\_\_ Date: \_\_\_\_\_



**Hamden Public Schools**  
60 Putnam Avenue  
Hamden, CT 06517

**APPLICATION FOR USE OF SCHOOL BUILDING**

Applications **must** be filed at least **SIX WEEKS** before the day for which it is made.

**Tentative approval, subject to revocation at BOE discretion. Application will not be accepted prior to SIX MONTHS before the event date.**

Date 5/18/21

To the Board of Education:

The undersigned hereby make application on behalf of HPS and CT STEM Academy  
(Name of Organization)

as association formed for Hamden Summer STEM Camp  
(Event Title) for permission to use the

(please check the box next to building AND rooms):

Hamden High School

Hamden Middle School

Elementary Schools:

- Bear Path
- Church Street
- Dunbar Hill
- Helen Street
- Ridge Hill
- Shepherd Glen
- Spring Glen
- West Woods
- Wintergreen

- HHS:  Auditorium/Black Box/Dressing Rooms  
 Gymnasium  
 C107  
 Cafeteria  
 Classroom  
 Athletic Field/Pool (please circle option)

- HMS:  Auditorium  
 Gymnasium  
 Cafeteria  
 Classroom  
 Music/Band Room

- Elementary Schools:  
 Gymnasium  
 Cafeteria  
 Classroom

*needs are flexible. Depends on availability -*

**Equipment Needed:**

HHS/HMS: See Addendum A and return with this form.

**Elementary Schools:**

- Tables (how many) \_\_\_\_\_
- Chairs (how many) \_\_\_\_\_
- Other Needs: \_\_\_\_\_

**EVENT INFORMATION**

\*If multiple dates, please indicate clearly information for each date

Date	Arrival Time	Event Time	End Time
<u>7/26 - 7/30</u>	_____	<u>9am</u>	<u>5pm</u>
<u>8/2 - 8/6</u>	_____	<u>9am</u>	<u>5pm</u>
<u>8/9 - 8/13</u>	_____	<u>9am</u>	<u>5pm</u>

Number of Performers/Presenters: staff 6-8

Anticipated Attendance: 40 students per session

Admission Charge: NA

Percentage of Hamden Performers: NA

**REHEARSAL / PREPARATION** *NA*

Date Time (From/To)

_____	_____
_____	_____
_____	_____

How many people will attend the rehearsal? \_\_\_\_\_

Will your event require set up? Yes  No

If yes, when do you plan to set up?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If said permission is granted, we hereby agree to strictly comply with the rules and regulations of the Board of Education governing the use of public school buildings, to take the utmost care in the use of the school property, to make good any damage to or loss of school property arising from our occupancy of any portion of the building and to provide necessary police attendance. A certificate of insurance for all organizations not affiliated with the Hamden Public School District is required.

\_\_\_\_\_  
(Initial)

Please describe how you plan to comply with the state and CDC Covid-19 guidelines for your event. Please include both the plan for audience (capacity, seating, entry and exit) as well as performers on stage and back stage (masks, social distancing, etc). We must have this information before the Board will consider your request for facility use. (If easier, you may attach a separate document with your protocols)

\_\_\_\_\_

\_\_\_\_\_

Due to the unpredictable nature of COVID 19 and ever-changing guidelines, we will continue to communicate with our operations department about appropriate protocols related to masks, social distancing, materials usage and sanitation. All required and recommended protocols will be communicated to the CT STEM Academy staff for implementation.

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

 (Initial)

**SCHEDULE OF RENTAL CHARGES FOR USE OF PUBLIC SCHOOL FACILITIES AND SITES**

All applications are based on tentative approval and are subject to revocation at BOE discretion.

- Group I** Official Town organizations and agencies such as Parks & Recreations, Mayor's Office, Legislative Council, Registrar of Voters, etc.; Organizations whose activities are conducted for the benefit of children such as PTA, PTSO, etc.; Organizations that carry out Board of Education sponsored activities such as after school tutoring, summer school programs, professional development, etc.
- Group II** Civic organizations for the benefit of Hamden residents that carry out official Hamden civic or recreational activities such as: neighborhood associations, sports associations sponsored by the Parks & Recreation department, arts associations sponsored by the Town of Hamden Arts Commission, etc.; Town of Hamden sponsored community events such as parades, concerts, etc.
- Group III** Hamden-based community organizations and non-profit groups whose activities are unrelated to school children or education, such as : Women's and men's service clubs or fraternal organizations, religious groups, political groups (including any Hamden-based political organizations) Boy Scouts, Girl Scouts, YMCA, etc.
- Group IV** All other organizations or groups and "for profits" such as dance studios, private schools, commercial entities, etc. as well as non-Hamden based community organizations and non-profit groups.

Group II, III, and IV applicants will be assessed a \$45.00 processing fee. This fee is refundable only if application is denied.

**Technical Fees (Sound, lighting, equipment)**

- Lighting/Sound Technician \$25 per hour
- Student Technician \$15 per hour
- Lighting Supervisor \$65 per hour
- LCD Projector Usage \$50 per day
- Piano Usage (only with permission of Fine Arts Director) \$100 per day
- Lighting System Usage (performance or rehearsal day) \$45 per hour
- Sound System Usage (performance or rehearsal day) \$25 per hour

\*Lighting/Sound technicians and Supervisory fees will be billed after event.

\*\* Based on HPS Energy Program, events must use minimal space requested and time frame.

	ROOM RENTAL FEES	
	GROUP I, II, III	GROUP IV
Hamden High		
Auditorium (Capacity 600)	\$0	\$500/day
Black Box	\$0	\$250/day
Dressing Rooms	\$0	\$50/day
Gymnasium	\$0	\$250/day
C107	\$0	\$150/day
Cafeteria	\$0	\$200/day
Classroom	\$0	\$75/day
Hamden Middle		
Auditorium (Capacity 550)	\$0	\$500/day
Gymnasium	\$0	\$250/day
Cafeteria	\$0	\$200/day
Classroom	\$0	\$75/day
Elementary		
Auditorium	\$0	\$150/day
Gymnasium	\$0	\$150/day
Cafeteria	\$0	\$125/day
Classroom	\$0	\$75/day

**Custodian Fees<sup>1</sup>:**

Time and one-half Double Time \$45.54 per hour Monday – Saturday  
 \$60.72 per hour Sunday and Holidays

**Security Fees<sup>2</sup>:**

Time and one-half Double Time \$31.76 per hour Monday – Saturday  
 \$42.34 per hour Sunday and Holidays  
 Utility Fee (Group III & IV) \$30.00 per hour

<sup>1</sup> Group II, III, and IV applicants are responsible for direct custodial costs. Custodial fees are based on a minimum of three hours, including one hour to open/set up, one our (minimum) to close and the actual hours of the event

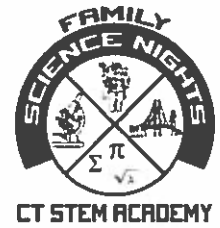
<sup>2</sup> Group II, III, and IV are responsible for security fees when security officers are required for an event. Security fees are based on a minimum of three hours or the actual hours of the event, whichever is greater



## Hamden Summer STEM Camp

9:00 to 3:00 p.m. daily

Location: Hamden High School



*Open to Students Who Have Completed Grades 4, 5, or 6*

**Cost: FREE**

Each week, students will participate in fun and engaging STEM themes. Bus transportation, free breakfast and lunch to be provided daily by Hamden Public Schools. Extended Day option from 3:00 p.m. to 5:00 p.m. must be registered for at the time of registration.

Each session is open to the first 40 registered students. Families may register for one, two or three sessions.

### **Session I: Monday, July 26 - Friday, July 30 - NASA Astro Camp**

Students will explore what it really means to be an astronaut and an aerospace engineer combining science, engineering, and math all in one through engaging investigations.

### **Session II: Monday, August 2 - Friday, August 6 - Engineering Challenges**

Students will explore engineering by building bridges, knee braces, water filters, and solve many more real world problems.

### **Session III: Monday, August 9 - Friday, August 13 - Coding Adventures**

Students will explore STEM by creating designs, mazes and structures all while coding a robot to travel through their creation! This program encourages cooperative teamwork, problem solving, communication, fun engineering and coding.

Additionally, all students will participate in fun interactive games that promote communication, listening, creativity and teamwork. Each week will also include a fun field trip to the Meriden YMCA Mountain Mist Outdoor Center in Meriden, CT. Students will participate in nature based, STEM activities and fun games on Thursday of each week.

**Please register using this Google Link to secure your child's participation in our camp:**

Session I: NASA Astro Camp - <https://forms.gle/ambx87e25pPCuxNu9>

Session II: Engineering Challenges - <https://forms.gle/BxMPEMqngGN2WsQdA>

Session III: Coding Adventures - <https://forms.gle/U4vghYcLXW7MRRa3A>

Registration will automatically close at 40 registrations. Please use our Waiting List Form to be placed on our Waiting List: <https://forms.gle/gmze3wzwJDdY7d2p9>

If you have difficulty with registering or please contact CT STEM Academy at [info@ctstemacademy.org](mailto:info@ctstemacademy.org) or via Facebook @ctstem or by phone at 203.626.2280