

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation (if applicable)
<input type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: 6/23/22

Meeting Submitted For: 7/5/22

Regular or Suspension Agenda: Regular

Submitted By: Marquelle Middleton

Title of Legislation:

AGREEMENT BETWEEN THE NEW HAVEN BOARD OF EDUCATION
AND SCHOOLMINT, INC.
JULY 1, 2022 TO JUNE 30, 2025.

Comments: _____

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Call (203) 946-7670 with any questions.
bmontalvo@newhavenct.gov



June 16, 2022

Tyisha Walker-Myers
President, Board of Aldermen
City of New Haven
165 Church St, 2nd Floor
New Haven, CT 06520

Re: NHBOE – 3-Year Software Agreement (SchoolMint)

Dear Ms. Walker-Meyers,

I respectfully submit the enclosed submission requesting the approval of the Board of Alders for a three-year Agreement Between the New Haven Board of Education and SchoolMint. As this is a multi-year contract, the approval of the Board of Alders is required.

New Haven Public Schools proudly offers a range of school choice options to its school-age residents via our school choice lottery. For the past several years this process has been managed via an electronic software, SmartChoice. New Haven Public Schools has been notified that the current SmartChoice product will no longer be supported by the vendor after June 30, 2022. The product has reached its shelf life and New Haven Public Schools will need to invest in a new lottery software product beginning with the 2022-2023 fiscal year.

The Agreement is for three years and covers July 1, 2022 through June 30, 2025. The three-year agreement generously waives a \$21,000 associated implementation fee. The cost of the product by year with all associated fees is stated in the enclosed proposal. As well, the vendor has pledged their commitment to collaborate with New Haven Public Schools and ensure that we are able to customize necessary lottery logic and process steps in their software.

As Director of School Choice & Enrollment, I am confident that this school lottery management software will help efficiently support school choice efforts in New Haven public schools, enhance the end-user experience for parents and allow for continued process improvement. I look forward to the Alders' prompt approval of the Agreement.

Thank you again for your time and attention.

Very truly yours,

Mr. Marquelle Middleton
Director of Choice & Enrollment Office

**ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING
THE EXECUTION OF THE BOARD OF EDUCATION AGREEMENT WITH
SCHOOLMINT, INC. THE PERIOD OF JULY 1, 2022 TO JUNE 30, 2025.**

WHEREAS, the New Haven Board of Education (the “Board”) and SchoolMint, Inc. (the “Contractor”) are the parties (collectively the “Parties”) to that certain agreement entitled Agreement Between the New Haven Board of Education and SchoolMint, Inc., July 1, 2022 – June 30, 2025 (the “2022-2025 Agreement”); and

WHEREAS, the Agreement expires by its term on June 30, 2025; and

WHEREAS, the Parties, over the course of several rounds of negotiation, secured a new Agreement that is considered fiscally responsible; and

WHEREAS, the Board Finance submitted the Agreement to the Board, which approved the 2022-2025 Agreement at its July 11, 2022 meeting; and

WHEREAS, the Charter of the City of New Haven requires the approval of the Board of Alders for contracts in excess of one-year.

NOW THEREFORE BE IT ORDERED, by the Board of Alders of the City of New Haven that the 2022-2025 Agreement is hereby approved.

BE IT FURTHER ORDERED, that the President of the Board of Education or the Mayor is authorized to execute the 2022-2025 Agreement.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable alders of): ALL

WARD # All

DATE: **June 23, 2022**

FROM: Department/Office Choice & Enrollment Office
Person Marquelle Middleton Telephone 475-220-1435

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:

*AGREEMENT BETWEEN THE NEW HAVEN BOARD OF EDUCATION AND
SCHOOLMINT, INC.
JULY 1, 2022 – JUNE 30, 2025*

Check one if this an appointment to a commission

- ☐ Democrat
- ☐ Republican
- ☐ Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alder(s) affected by the item.
2. This form must be sent (or delivered) directly to the alder(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alder(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Alders.

**FISCAL IMPACT STATEMENT
TO BE FILED WITH SUBMISSION OF ITEM TO BOARD OF ALDERMEN**

DATE: June 23, 2022

FROM: Marquelle Middleton, Choice & Enrollment Director

SUBMISSION ITEM: Proposed new multi-year contract between the New Haven Board of Education and SchoolMint, Inc. covers the period of July 1, 2022-June 30, 2025.

I. List Cost: Describe in as much detail as possible: both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

<u>General</u>	<u>Special</u>	<u>Capital/Bond</u>	<u>Line Item</u> <u>Dept/Act/Obj. Code</u>
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A. Personnel

1. Initial start-up
2. One-time
3. Annual

B. Non-Personnel

1. Initial start-up
2. One-time [see below]
3. Annual
2022-2023 - \$33,320
2023-2024 - \$34,986
2024-2025 - \$36,735.30

II. List Revenues: Will this item result in any revenues for the City? Please list amount and type.

N/A



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: SchoolMint, Inc.

Doing Business As, if applicable:

Business Address: 214 Jefferson Street, Lafayette, LA 70501

Business Phone: 703-400-4132

Business email: jason.dolan@schoolmint.net

Funding Source & Acct # including location code: General Funds; 190-407-00-56694

Principal or Supervisor: Marquelle Middleton

Agreement Effective Dates: From 07/01/2022 To 06/30/2025

Hourly rate or per session rate or per day rate: 3 yr. contract: Yr. 1-\$33,320;
Yr. 2-\$34,986;
Yr. 3-\$36,735.30

Total amount: \$105,041.30

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

The acquisition of SchoolMint will replace the current use of the SchoolChoice lottery software for New Haven Public Schools. SchoolMint will provide a web-based software product that will electronically manage the school choice application and placement process. The acquired software will allow parents to complete school choice applications online, interface with the Office of School Choice & Enrollment and enable parents to receive their school placement results in real-time via the parent dashboard and email. Parents and applicants will be able to receive SMS text messages regarding their application and lottery results. This is anticipated 3-Year contract and in Year 1 would implement the new interface, migrate all lottery algorithm logic and support the annual lottery cycle. User training would be available in Year 1.

Submitted by: Marquelle Middleton Phone: 475-220-1435



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marquelle Middleton
Date: June 28, 2022
Re: SchoolMint – Lottery Software Agreement

Please answer all questions and attach any required documentation as indicated below. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** *School Mint, Inc.*
2. **Description of Service:** *Lottery Software management to replace current product; SchoolMint will support the district's school choice application and placement process.*
3. **Amount of Agreement and hourly or session cost:** **Multi-Year Agreement**
Year 1 - FY 2022-2023 \$33,320;
Year 2 - FY 2023-2024 \$34,986;
Year 3 - FY 2024-2025 \$36,735.30;
For a total of \$105,041.30.
4. **Funding Source** and account number: *General Funds: 190-407-00-56694*
5. Approximate number of staff served through this program or service: *N/A*
6. Approximate number of students served through this program or service: *7,500 (Annually)*
7. **Continuation/renewal or new Agreement?** *New*
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? *N/A*
 - b. What would an alternative contractor cost? *N/A*
 - c. If this is a continuation, when was the last time alternative quotes were requested? *N/A*
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? *This is not a service existing staff in the Office of School Choice & Enrollment can provide. For the past several years this process has been managed via an electronic software, SmartChoice. New Haven Public Schools has been notified that the current SmartChoice product will no longer be supported by the vendor after June 30, 2022. The product has reached its shelf life and New Haven Public Schools will need to invest in a new lottery software product beginning with the 2022-2023 fiscal year. SchoolMint is now the parent company. District staff do not have the capacity to manage the process equitably without use of this software.*

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? *No*
- b. After School or Extended Hours Program? *No*
- c. School Readiness or Head Start Programs? *No*
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? *No*
- b. Is the Contractor Local? *No*
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? *No*
- d. Is the Contractor a public corporation? *No*
- e. Is this a renewal/continuation Agreement or a new service? *New*
- f. If it is a renewal/continuation has cost increased? If yes, by how much? *N/A*
- g. Will the output of this Agreement contribute to building internal capabilities? *If yes, please explain: Yes, the results of this agreement will support the district's school choice lottery process and provide a streamlined and user-friendly experience for parents and students to monitor their submitted application and review their placement results.*

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? *This is a unique niche of work. The vendor is now the parent company of the current software the district has used for the past 5+ years. SchoolMint will be able to efficiently migrate all lottery algorithm logic and information for the 2023 lottery cycle.*
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? *A quote was requested and provided.*
- d. Who were the members of the selection committee that scored bid applications? *N/A*
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. *N/A*

11. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? *The contractor will manage the receipt, submission and prioritization of all applications and placement for all schools*

of choice. The Director of School Choice & Enrollment will manage the evaluation of the contractor and effectiveness of the product. We intend to survey all applicant about their user experience and interaction with the lottery management product; this will help us evaluate the vendor's performance as well. We will look at text/SMS integration capabilities, ease of user access and overall parent user experience (e.g. how easy it to submit and track your child's school choice application?)

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. *N/A*
- c. How is this service aligned to the District Continuous Improvement Plan? *To create a more diverse educational environment. Reaching students throughout the district including the suburban areas.*

12. Why do you believe this Agreement is fiscally sound? *Yes, this contract is fiscally sound and will allow the district to continue the school choice lottery placement process.*

13. What are the implications of not approving this Agreement? *The implications of not approving this agreement will result in defunct district lottery process effective for the 2023 cycle. New Haven Public Schools would not be able to conduct the school lottery and thereby out of compliance with magnet school admissions requirements. There will ultimately be no applications received, projected lower enrollment and decreased revenue to our magnet schools. From a long-term perspective, programming would be impacted and there would be much confusion on how to offer admissions to over-subscribed schools in our district.*

Rev: 8/2021



Order Form for New Haven Public Schools

Prepared for: Michele Bonanno

Created by: Jason Dolan

Date Presented: Jun 13, 2022

ORDER FORM

This Order Form (this "Agreement") is entered into as of 07 / 01 / 2022 (the "Effective Date"), by and between **New Haven Public Schools** ("Client"), and SchoolMint, Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service program, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

Subscription Term

Access to the Services described below shall remain in effect from 07 / 01 / 2022 until 06 / 30 / 2025 ("Subscription Term").

At the end of the initial Subscription Term, the subscription will renew for additional annual periods unless Client provides SchoolMint with at least 60 days advance written notice prior to the expiration of the existing Subscription Term.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Type of License	Quantity
Enrollment Number	19600
Number of Sites	44
Subscription Terms	36 months

Year 1- 7/1/2022 to 6/30/2023

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery District Application + Lottery & Waitlist + Transfers +Appointment Scheduling. Includes Standard Support and out-of-the-box implementation.	Recurring	12	\$2.00 \$1.70	19,600	\$39,200.00 \$33,320.00

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery Implementation	One-time	1	\$21,000.00 \$0.00	1	\$21,000.00 \$0.00
					\$33,320.00

Total \$33,320.00

Year 2- 7/1/2023 to 6/30/2024

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery District Application + Lottery & Waitlist + Transfers +Appointment Scheduling. Includes Standard Support and out-of-the-box implementation.	Recurring	12	\$2.10 \$1.79	19,600	\$41,160.00 \$34,986.00
					\$34,986.00

Total \$34,986.00

Year 3- 7/1/2024 to 6/30/2025

Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
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Product Name	Revenue Type	Contract Term (months)	Sales Price	Quantity	Subtotal
Enroll - District Apply & Lottery District Application + Lottery & Waitlist + Transfers +Appointment Scheduling. Includes Standard Support and out-of-the-box implementation.	Recurring	12	\$2.24 \$1.87	19,600	\$43,218.00 \$36,735.30
					\$36,735.30

Total \$36,735.30

Contract Year	Total
Year 1	\$33,320.00
Year 2	\$34,986.00
Year 3	\$36,735.30
3-Year Total	\$105,041.30

Discounts, if any, are only applicable to the current subscription term.

Price Increases

At the end of the initial Subscription Term, and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%, or by the trailing 12-month United States Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics, or to current market rates, whichever is higher.

Services

Any unused services purchased expire after **12 months**. There are no refunds or credits issued for unused services.

Standard Customer Care (Customer Support) includes:

- Troubleshooting and break/fix support of licensed SchoolMint applications
- Year-round access to training videos, launch checklists & best practice tips.
- Access to a Knowledge Base and tutorials.
- Email and Chat support for up to two (2) named administrators, during standard business hours (there is no fee to change a named administrator; access for up to two (2) additional administrators may be purchased at any time).

Customer Care services are subject to change on an annual basis.

Unless listed above, SIS integration, data mapping, and customization support are specifically excluded from the Services.

CONDITIONS OF AGREEMENT:

- **OFFER EXPIRATION:** This Order Form is valid for up to 30 days from the date listed on the "Date Presented" field on the cover page of the Order Form.
- **MSA INCORPORATED:** Access to the Services is conditioned upon the Client's review and agreement of the Master Services Agreement (MSA), linked below.
- **PAYMENT TERMS:** Ongoing fees are invoiced annually, on a Net-30 basis.
- **TAX LIABILITY:** All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order, payable by Client.
- **ANNUAL AUDITS:** SchoolMint shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit.

Payments can be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint, Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Terms: 30 days or as otherwise set forth in the MSA.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint.

Invoice Date	Payment Amount
7/1/2022	\$33,320.00
7/1/2023	\$34,986.00
7/1/2024	\$36,735.30

☐ By checking this box and signing below, I hereby acknowledge that I have received and read SchoolMint's MSA.

SchoolMint, Inc.

New Haven Public Schools

By: _____

By: _____

Name: Elva M. Resillez

Name: _____

Title: Sr. Director or Revenue Ops

Title: _____



Client Information Sheet

Main Contact

Name: Marquelle L. Middleton

Phone: 475-220-1435

Email Address: marquelle.middleton@nhboe.net

Physical Address: 54 Meadow Street, New Haven, CT 06519

Mailing Address: 54 Meadow Street, New Haven, CT 06519

Onboarding/Implementation Contact

Name: Marquelle Middleton

Phone: 475-220-1435

Email Address: marquelle.middleton@nhboe.net

Technical Contact

Name: _____

Phone: _____

Email Address: _____

Billing Contact

Name: Juanita Mayzck

Phone: 475-220-1337

Email Address: JuanitaM@new-haven.k12.ct.us

Billing/Invoicing Requests

Organization Name that should appear on the Invoice: New Haven Public Schools

Attention to: Marquelle Middleton

Phone: 45-220-1435

Email Address: Marquelle.Middleton@nhboe.net

Mailing Address: 54 Meadow Street, New Haven, CT 06519

If PO is required prior to invoicing, please indicate it below & e-mail a copy to
orders@schoolmint.com

Invoicing Notes: _____



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED SchoolMint, Inc. 1100 Bertrand Drive Lafayette, LA 70501	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 20281

COVERAGES

CERTIFICATE NUMBER: W25380728

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		3605-84-83	05/23/2022	05/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		(22) 7360-92-87	05/23/2022	05/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		7818-84-63	05/23/2022	05/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No N/A		(22) 7183-28-58	05/23/2022	05/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 22806665

BATCH: 2585932

CITY OF NEW HAVEN

New Haven, Connecticut 06510

**DISCLOSURE &
CERTIFICATION
AFFIDAVIT**

1.

EVERY SECTION MUST BE COMPLETED

Contractor/Vendor Name:	SchoolMint, Inc.			
DBA (if applicable)	If you are a DBA, please be advised you must file a Trade Name Certificate with the CONH City/Town Clerk			
Physical principal place of business:	214 Jefferson Street	Lafayette	LA	70501
	Address	City	State	Zip
Mailing Address: (complete only if different from principal place of business):	18520 NW 67 Ave, #227	Miami	FL	33015
	Address	City	State	Zip
Telephone #:	305-749-1891			
Email Address:	orders@schoolmint.com			
Contact Person:	Elva Resillez			

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, purchase order, Memorandum of Understanding, or other 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 "CONH"
- (d) "Affiliate Entity" means any entity listed in sections 5 or 6 below or any entity under common management with the Contractor.
- (e) "DOB" means Date of Birth for individuals

State of	Louisiana	County of	Lafayette
I,	Robert A. Roepke, Jr.	being first duly sworn, hereby deposes and says that:	
	Type your name above		
2.	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. (click 2a or 2b)		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of:	SchoolMint, Inc.	
		Type company name above	
2b.	Or I am an individual and my name is:		
		Type individual name above	

3.	Please click 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		
3a.	<input type="checkbox"/>	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.	
3b.	<input type="checkbox"/>	The Contractor (including any owner, partner, officer, or authorized signatory thereof) is not required to file a list of taxable personal property with the CONH for the most recent grand list and does not owe any back taxes to the CONH, either directly or through a lease or other agreement.	
3c.	<input type="checkbox"/>	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 CONH 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.	
3d.	<input checked="" type="checkbox"/>	Other than as may be described in section 3a-c 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.	

4. Please check the applicable representation about the Contractor's business registration. 4a-c or 4d if a-c does not apply

4a.	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship	Type State registration # above
4b.	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut.	Type State registration # above
4c.	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 _____	Type State name above
4d.	<input checked="" type="checkbox"/> Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Contract 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 affirm they have and will maintain the following State of Connecticut registrations, certificates, or approvals relevant to the Agreement (attach if Applicable)	

5. 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
5a.	None			
5b.				

6. Contractor must disclose all existing and recent contracts with the City. 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
6a.			
6b.			
6c.			
6d.			

7. 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
7a.			
7b.			


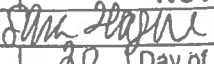
8. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

	Name	Title	% of Ownership	DOB
8a.				
8b.				

9. 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
9a.			
9b.			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement (if required) 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 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 all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature of person completing this form:				Robert A. Roepke, Jr.
Title of person completing this form:	Chief Financial Officer			
Contractor/Vendor Name:	SchoolMint Inc.			
Date:	6/20/2022			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)		
Signature of Notary:				
Subscribed and sworn to, before me on this:	20	Day of	June	2022
My Commission Expires:	Life			



SARA TEAGUE
Notary Public
Notary ID No. 159389
Lafayette Parish, Louisiana

**Request for Taxpayer
Identification Number and Certification**

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SchoolMint Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Vestate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 214 Jefferson Street	Requester's name and address (optional)
6 City, state, and ZIP code Lafayette, LA 70501	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
4	6		-	3	5	8	9	7 0 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 3/9/2022
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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