



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Please Type

Contractor full name: 3Prime Web Solutions

Doing Business As, if applicable:

Business Address: 2911 Dixwell Avenue Suite 106 Hamden, CT 06518

Business Phone:

Business email: ryant@3-prime.com

SS# OR Tax ID #: 20-2399-82

Funding Source & Acct. # Pending Alliance Fund Acct. # 2547-6108-56694-0000

Principal or Supervisor: Lynn Brantley

Agreement Effective Dates: From 11/9/2020. To 6/30/2021.

Hourly rate or Per session rate or Per day rate: 300.00 virtual daily rate

Total amount: 15,000.00

Description of Service: Please provide a one or two sentence description of the service. Please do not write "see attached." Maintenance and extension of the SRBI web app system in the 2020-21 school year to include K-12 students.

Submitted by: Lynn Brantley Phone: 475-220-1212

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: L. Brantley
Date: October 5, 2020
Re: 3Prime Web Solutions

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:** 3Prime Web Solutions
2. **Description of Service:** Maintenance and extension of the SRBI Web App system in the 2020-2021 school year. Also, there is a need by the Reading department for advanced and responsive support for Google App, as well as the desire to provide resources on-demand for programming support for other infrastructural and 3rd party vendor integrations.

Amount of Agreement and hourly or session cost: Virtual hourly rate of **300.00 daily, not to exceed 15,000.**

3. **Funding Source** and account number: **2547-6108-56694-0000**

4. **Continuation/renewal or new Agreement?**

Answer all questions: If continuation/renewal, has the cost increased? Continuation with no cost increase.

- a. What would an alternative contractor cost: NA
- b. If this is a continuation, when was the last time alternative quotes were requested? We have not asked for alternate quotes as NHPS Literacy Department has designed this website with this company to match our growing needs for providing services in both Tier 1 and Tier 2 instruction.
- c. For new or continuation: is this a service existing staff could provide. If no, why not? No, the work is designed to better the service provided by the joint website built in conjunction with the 3Prime Web Solutions.

5. **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? N/A not a professional development service.
- b. After School or Extended Hours Program?
- c. School Readiness or Head Start Programs?
- d. Other: (Please describe) this service is to maintain and extend our work in the SRBI website and assessment portal for all K-12 students.

a.

6. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No, although the contractor is a NHPS Learning Community Alumni.
- 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? Continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities?
If yes, please explain: The work maintaining and extending the website builds the internal capabilities of providing services to all K-12 students who require additional interventions, along with providing data to the SDE for the early screening.

7. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? This website has been designed in conjunction with the Literacy Department to enable schools to collect meeting information for SRBI, along with monitoring data on students grades k-8 in NHPS. This was built in 2013 and has been used to monitor the trajectory of students within our literacy intervention programs and ensure accountability for the academic needs of at-risk students.
- b. How was the Contractor selected? Vendors were interviewed in the early conception of this project. We have chosen to select a NHPS Alumni, who both understands the work and is a partner in its evolution.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: N/A

8. 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 staff utilizing the database system evaluate the contractor. The staff from the Literacy Dept., Bilingual Dept. and Special Education Dept. has met continually through the last 5 years to refine and create the system that best meets the needs of teachers and principals in providing a data dashboard that is available daily. The evaluation of the services of 3Prime Web Design is that they provide service that is of high quality and meets our growing needs.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? This service is strategically aligned with the District goals of having students at grade level reading along with providing the underpinning skills to be Career and College ready. This database system allows individual planning that is strategic around reading remediation and enrichment.

a.

9. Why do you believe this Agreement is fiscally sound? This item is essential to provide our K-3 staff with the ability to monitor and program for the success of student outcomes, to inform interventions, and to accelerate students who qualify. This information is also utilized in setting growth goals with students and teachers.
10. What are the implications of not approving this Agreement? A failure to provide these services would leave teachers and administrators without the platform they rely on to manage their SRBI meeting notes, the historical data built from 2013, and access to the information needed for the SDE early screening benchmarks.

Rev: 8/10/2020

**By And Between
The New Haven Board of Education
AND**

**3Prime Web Solutions
FOR DEPARTMENT/PROGRAM:**

NHPS Literacy Department

This Agreement entered into on the 9th of November, effective on the 30 day of May, 2021, by and between the New Haven Board of Education (herein referred to as the “Board”) and, 3Prime Web Solutions (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$300 per day. The maximum amount the contractor shall be paid under this agreement (\$15,000.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by Alliance **Program** of the New Haven Board of Education, **Account Number:** 2547-6108-56694 **Location Code:** 0000.

This agreement shall remain in effect from 11/9/2020 to 6/30/2021.

SCOPE OF SERVICE: The Scope of Services refers to the application development, infrastructure upgrades, and extensions of the SRBI and Assessment Web portals in the 2020-2021 school year. Additionally, there is a need by the Literacy Department for advance and responsive support for the SRBI and Assessments Portal, as well as the need to provide resources on-demand for programming support for other infrastructural and 3rd party vendor integrations

***Exhibit A: Scope of Service:** Please attach contractor’s detailed Scope of Service with all costs for services including travel and supplies, if applicable.*

***Exhibit B: Student Data and Privacy Agreement:** Attached*

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

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

agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

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



Contractor Signature

President
New Haven Board of Education

10/08/2020

Date

Date

3 Prime LLC. / Co-owner & Chief Engineer

Contractor Printed Name & Title

Revised: 12/3/19



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

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

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

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data.

6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

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

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

Revised: 10/2/18

a.

Statement of Work

Date | 11/09/2020
Client | New Haven Public Schools
Job Name | NHBOE.NET Web Apps 2020-2021
Requested by | Reading & Math Department
From | 3PRIME, LLC
2911 Dixwell Avenue Suite 106
Hamden, CT 06518



Summary

This SOW refers to application development, infrastructure upgrades, and extensions of the SRBI and Assessments Web portals in the 2020-2021 school year. Additionally, there is a need by the Reading Department for advanced and responsive support for SRBI & Assessments Portal, as well as the need to provide resources on-demand for programming support for other infrastructural and 3rd party vendor integrations.

This scope of work will run from November 2020 through July 2021.

Language for actual contract

Maintaining and Extending the database system (srbi.nhboe.net) that enables schools to collect meeting information for SRBI along with monitoring data on students grades K-8 in New Haven Public Schools. This was built in 2013 and has been used to track trajectory of students within our literacy intervention programs and ensures accountability for the academic needs of at risk students. Contract includes hosting for the system, data security maintenance, update requests for data and interface, and extensions of the system agreed upon as requested.

Additionally, the New Haven Public Schools requires advanced programming expertise to support and extend Google Apps services. 3PRIME continues improving the application usability of the system and reporting integration as requested.

Furthermore, as opportunities present themselves to improve the department's suite of web service applications, it is requested that on-demand Application Development capacity is integral to the ongoing mission to enable technological leadership for department processes.

Project Scope

This SOW covers the following activities and deliverables.

Overhead - Cost: \$800

- Hosting Renewal - \$800 per year (includes SSL certificate)

Onboarding, Maintenance, Exporting, Quality Assurance & Adhoc - Time: 60 hours, Cost: \$4,500

- Hosting Management
 - Web Hosting Resources Review
 - Database Resource Review
 - Manage email system
- Ad Hoc User Interface Updates (ie, form values and layouts)
- Ad Hoc Maintenance Updates and Training
 - data, website, or other system update available on request
- Student Data Management for year over year changes to students
- Data Exporting - ability to export data for state reporting (assessments)

- SRBI portal - Adhoc Application Updates
- Assessment portals - Ad Hoc Application Updates, data importing, and google sheets generation

SRBI & Assessments Portal Integration - Time: 109 hours, **\$8,200**

- User Interface (UI) and User Experience (UX) enhancements
- Unification of UX - Merges SRBI and Assessments into a single portal experience
- Framework improvement to broaden scalability and strengthen performance
- Robust querying and exporting capabilities
- Permission/roles system to secure critical areas and sensitive data
- OAuth authentication strategy for a secure, passwordless system
- SRBI - Enhanced Progress monitoring area for better, more frequent progress reporting
- Addition of Spanish predictor column(s)
- Addition of January sel Predictor to literacy data and running record(s)
- Addition of June sel Predictor to literacy data and running record(s)
- Development of data pipeline FROM Powerschools INTO SRBI/Assessment app

Monthly Meetings and Development Road Map - Time: 14 hours, Cost: **\$1100**

- o Attend Quarterly Meetings with coaches and administrators
 - Gather feedback
 - Manage requests either as part of scheduled maintenance or as elements for a development roadmap to continuously improve the system.
 - Provide for 2 hours per meeting between August and June
- o Simple changes can be performed as part of Ad Hoc Maintenance or slated for future extension development.
 - Taking feedback and implementing requests
 - Interface improvements

Pricing

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item	Price	Cost Structure
Total Contract Value	\$14,600	
Overhead	\$800	
Onboarding, Maintenance, Exporting, Quality Assurance & Adhoc	\$4,500	
SRBI & Assessments Portal Integration	\$8,200	
Monthly Meetings and Development Road Map	\$1,100	
TOTAL NOT TO EXCEED	\$14,600	

Invoices are provided at appropriate milestones and are due within 30 days. Invoices paid after 35 days are subject to a 5% late fee.

Key Assumptions

This agreement is based on the following assumptions.

1. This Proposal serves as a project outline only. A formal engagement between 3PRIME and Client would be governed by a Statement of Work (SOW).
 2. Client is solely responsible for all patent/trademark searches as well as all regulatory tests, evaluations, submissions, approvals, trials, and/or certification.
 3. Prior to project kick-off, Client will ensure that 3PRIME staff will have whatever approval, credentials, software, and/or equipment may be required for in-person and remote access to all facilities and systems relevant to the scope of this project.
 4. Prior to project kick-off, Client will identify by name, role, and responsibility all key staff, needed by 3PRIME for the interviews, research, project participation, feedback/review/milestone meetings, and/or formal decisions/approval detailed herein. Client will also ensure that these individuals remain readily available to 3PRIME throughout the duration of this project (or proactively designate an authorized alternate).
 5. Client will designate a single individual (typically a project lead or project manager) as 3PRIME's primary point of contact to facilitate all communications between 3PRIME and Client.
 6. Client will have 2 business days to accept or reject each of 3PRIME's deliverable(s) Client will provide written reviews/approvals via email.
 7. Subject to 3PRIME retaining overall responsibility for delivery of the Services and Deliverables, Client shall assist 3PRIME in the performance of its obligations under this agreement and shall undertake all Client responsibilities specified in the SOW, and in this clause at its own expense.
 8. 3PRIME shall perform the services hereunder for Client and shall assign, and hereby assigns to Client a license to the underlying service and source code developed and provided by 3PRIME to Client under this SOW. These services may include, but are not limited to, patents, patent applications, inventions, designs, trademarks, copyrights, mask works, discoveries, formulas, processes, plans, specifications, guidelines, graphics, notes, instructions, training materials, software, software programs, software documentation, films, videotapes, slides, scripts, processes, records, drawings, illustrations, instructor guides, student materials, masters, tapes, or copyrightable works as well as other ideas or materials developed or conceived by 3PRIME's staff/subcontractors/agents for Client from proprietary and/or confidential information or materials belonging to Client during the term of, and arising out of services performed under this SOW. 3PRIME retains ownership rights to the source code and intellectual property developed under this agreement regardless of how the Client chooses to continue to develop the system.
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