

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: 3Prime Web Solutions

AMENDMENT #: 1

GRANT # if applicable:

AGREEMENT #: Pending

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Alliance

DATE: 9/9/21

FUNDING SOURCE FOR AGREEMENT: Alliance

ACCT # FOR AGREEMENT: 2547-6108-56694-0000

ORIGINAL AMOUNT OF AGREEMENT: \$ 14,600.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 14,600.00

_____ ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0

_____ INCREASE OR _____ DECREASE


AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$14,600

FUNDING SOURCE & ACCT # FOR AMENDMENT: Alliance – Academic, #2547-6107-56694

DESCRIPTION AND NEED FOR AMENDMENT: To change the funding source and account number from Alliance-Culture & Climate, #2547-6108-56694 to Alliance-Academics 2547-6107-56694. No change in amount.

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

CONTRACTOR'S SIGNATURE: _____


(Name)

Sep. 10, 2021
(Date)

Co-Owner
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT
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 2nd of August, 2021, effective on the 14th day of September, 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 (\$14,600.00). 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 9/14/2021 to 6/30/2022.

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 2021-2022 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*. Contactors 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

Sep. 10, 2021

Date

8/23/21

Date

Cornel Boudria - Co-Owner

Contractor Printed Name & Title



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 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