NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: ACES	AMENDMEN	Т #:		
GRANT # if applicable:	,		_AGREEMENT #	±: 90062203
ATTACH COPY OF FULLY EXEC	CUTED AGREEMENT			
GRANT NAME:	2251 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 201 - 2	3914	DATE:	
FUNDING SOURCE FOR AGREE	EMENT: Title 1			
ACCT # FOR AGREEMENT: 253	1-0062-56694-0062			
ORIGINAL AMOUNT OF AGREE	MENT: \$11,000			
AMOUNT OF AGREEMENT PRICE	OR TO THIS AMENDA	IENT: \$ 11,000		
		ACTUAL	OR	ESTIMATE
AMOUNT OF THIS AMENDMENT	Γ: \$			
		INCRE	EASE OR	DECREASE
AMOUNT OF AGREEMENT INCL	.UDING THIS AMEND	MENT: \$ 11,000		
FUNDING SOURCE & ACCT # FO	DR AMENDMENT: S	IG cohort 2: 2531-	-900-6394-56694-	0062
DESCRIPTION AND NEED FOR	AMENDMENT: Switch	ning to another gra	ant source	
ALL OF THE TERMS AND COND	ITIONS OF ORIGINA	L AGREEMENT F	REMAIN IN FULL	FORCE AND EFFECT
CONTRACTOR'S SIGNATURE:	(Name)		Ja	n 10, 2022 (Date)
	Director of PDSI (Title)		18.5%	
NEW HAVEN BOARD OF EDUCA	, ,			
Dugaidant		-	Militera	
President				(Date)



Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Focused Schools

Doing Business As, if applicable:

Business Address: 1517 North Point Street Suite #341 San Francisco, CA. 94123

Business Phone: 1-844-957-2466

Business email:

SS# OR Tax ID #:

Funding Source & Acct # including location code: Title 1 2531-0062-56694

Principal or Supervisor: Glen Worthy

Agreement Effective Dates: From 08/30/21. To 06/17/22.

Hourly rate or per session rate or per day rate. \$1110 per day

Total amount: \$44,400

Description of Service: Please provide a one or two sentence description of the service. Please do not write "see attached." Executive coaching for school administrators along with professional development with the Instructional Leadership Team which consist of teachers.

Submitted by:

_____ Phone: 475-220-7



Memorandum

To:

New Haven Board of Education Finance and Operations Committee

From:

Glen Worthy July 26, 2021

Date: Re:

Focused Schools

Please <u>answer all questions and attach any required documentation as indicated below</u>. 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: Focused Schools

Description of Service: Increase teachers' capacity to engage students in instructional strategies that promote deep learning and increased school leadership capacity to high-leverage instructional strategies that promote deep learning.

- 2. Amount of Agreement and hourly or session cost: \$1110 per day for a total of \$44,400
- 3. Funding Source and account number: Title 1 2531-0062-56694
- 4. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? Continuation price has increased the last three years that cost was at a discount when there was two school participating in the professional development.
- b. What would an alternative contractor cost: Have not look for an alternative contractor we are very satisfied with the service they provide.
- c. If this is a continuation, when was the last time alternative quotes were requested? We have not searched for alternate quotes because Hillhouse has experienced success with Focused Schools around instructional practices that has yielded improved student achievement.
- d. For new or continuation: is this a service existing staff could provide. If no, why not? There is not a person in our district that can provide continuous professional development for the ILT and school leaders.
- 5. Type of Service:

Answer all questions:

a. Professional Development? Yes

- i. If this is a professional development program, can the service be provided by existing staff? If no, why not? There is not a person in our district that can provide continuous professional development for the ILT and school leaders
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

6. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? For profit.
- 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? Yes. \$4600
- g. Will the output of this Agreement contribute to building internal capabilities? This will continuation of our work to support Hillhouse to provide differentiated coaching and targeted feedback. Focused Schools will continue to work with the instructional leadership team to take more an ownership in the turnaround process.

7. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. Executive coaching for administration and teacher leaders.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Previous work in the district is why they were selected.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Previous work in the district is why they were selected.

8. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What <u>specific need</u> will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Executive coaching, PD, technical assistance with data teams.
- 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? It aligns by providing targeted professional development to increase teachers' instructional capacity to improve student achievement.
- 9. Why do you believe this Agreement is fiscally sound? Targeted professional development will allow for our teachers to focuse on strategies that will improve students' comprehension.
- 10. What are the implications of not approving this Agreement? The goal of the district is to ensure our teachers prepare our students to be college and career ready. This targeted professional development will allow our teachers to provide our students with researched-based instruction that will improve reading comprehension and ultimately make our students college and career ready.

Rev: 8/10/2020



AGREEMENT By And Between The New Haven Board of Education AND

Focused Schools

FOR DEPARTMENT/PROGRAM: James Hillhouse High School

This Agreement entered into on the 19 day of _August 2021, effective (<u>no sooner than the day after Board of Education Approval</u>), the 13 day of September, 2021, by and between the New Haven Board of Education (herein referred to as the "Board" and, Focused Schools at, 1517 North Point Street Suite #341 San Francisco, CA. 94123 (herein referred to as the "Contractor".

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1110 per day, hour or session, for a total of 40 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: sixty thousand (\$44,400). Compensation will be made upon submission of <u>an itemized invoice which includes a detailed description of work performed and date of service.</u>

Fiscal support for this Agreement shall be by _General funds. Program of the New Haven Board of Education, Account Number: Title 1 2531-0062-56694 Location Code: 0062

This agreement shall remain in effect from 9/13/21 to 6/17/22.

SCOPE OF SERVICE: Please provide brief summary of service to be provided.

Executive coaching for school administrators along with professional development with the Instructional Leadership Team which consist of teachers.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead 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 <u>may begin service no sooner than the day after Board of Education approval</u>.

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.

Da.	
Contractor Signature	President
	New Haven Board of Education
2.19.21	
Date	Date

Focused Schools
Dillon Rogers, Finance & Operations Manager
Contractor Printed Name & Title

Revised: 11/27/19



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.

- 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