

NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: L. Brantley
Date: August 17, 2020
Re: Area Cooperative Educational Services Technology Support

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:** Area Cooperative Educational Services
2. **Description of Service:** Supporting all software utilized for personalized learning in-school and through remote learning platforms.
3. **Amount of Agreement and hourly or session cost:** \$68,208.00, 210 days of service at \$324.90 day/consultant
4. **Funding Source and account number:** 2579-5319-56694
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No increase
 - b. What would an alternative contractor cost: The contractor remains at 68,208.00 with no increase. If this work was placed into the IT department it would result in specialized training and a higher workload, along with a salary and provided benefits. This increase is in the cost of 28,350.00 due to benefits that would be required if NHPS position.
 - c. If this is a continuation, when was the last time alternative quotes were requested? 2018-2019 SY the alternative of moving this service into a NHPS position.
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? No the IT Department neither has the expertise around the platforms, nor does the department have adequate staffing to cover this need.
6. **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?
- c. School Readiness or Head Start Programs?
- d. Other: (Please describe) Technical support for all adaptive computer intervention programs; READ 180 Universal, Math 180, System 44, Lexia, Imagine Learning Literacy/Math, Achieve 3000

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? The contractor chosen through ACES is a minority independent contractor.
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Local and Not-for Profit Organization
- 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? \$0.00
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: At this time we have not worked to build internal capabilities within the IT Dept. due to lack of manpower to take on the extra duties, nor have we funded for this additional position which also requires the offering of benefits.

8. 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. ACES provides a staff person dedicated to NHPS with the knowledge of student software in all adaptive programs provided which at times involves being on site to recreate technical issues while interfacing with the company in order for the student to successfully proceed in their programming.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? As our Regional Educational Service Center ACES has provided this service for a number of years. The expertise in this area has grown as NHPS continues to incorporate on- line/personalized learning platforms for students in grades K-12.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: We have considered services from each of the platforms but that results in multiple interactions with staffing from each program. Also, this would result in charges to house data and to data share, which is needed for all SDE reporting.

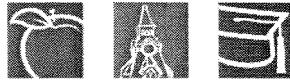
9. Evidence of Effectiveness & Evaluation

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? Schooldude is used to document every call and completion of work.
- 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? The provider will support, coach and provide technical assistance in the early literacy

universals screens mandated by SDE. This provider will broaden their work to support Research, Assessment and Evaluation for the 2020-2021 SY. This provider will support the strong need in the time of Covid19 for personalized learning platforms that can flex from in-person to on-line in a seamless fashion.

10. Why do you believe this Agreement is fiscally sound? The contract is found to be fiscally sound because it alleviates the district for support packages for each platform, along with lessening the costs for data management for each platform by a NHPS IT staff member, which would result in both salary and benefits as stated in question 9. The District provides schools with multiple adaptive platforms and has evidenced the need to continue to expand personalized learning during our move to remote learning from March to June. Also, this service allows us autonomy over the data along with providing services to keep all intervention adaptive programming available and sustained for the K-8 and HS buildings.
11. What are the implications of not approving this Agreement? At this time NHPS is working to keep within a constrained budget. This agreement allows for expertise that is often attached to other costs if this service was provided by a staff member. Also, if this service is not in place we risk not having all programming available and sustained for the K-8 and HS buildings at a crucial time that requires remote learning.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

ACES

FOR DEPARTMENT/PROGRAM:

Literacy Department

This Agreement entered into on the 14th day of September 2020, effective on the 15th day of September, 2020, by and between the New Haven Board of Education (herein referred to as the “Board”) and, ACES located at, 350 State Street, North Haven, CT 06437(herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$324.80 per day, hour or session, for a total of 210 days, hours or sessions. The maximum amount the contractor shall be paid under this agreement (\$68,208.00). 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:** 2579-5319-56694 **Location Code:** 0000. (Pending receipt of Funds)

This agreement shall remain in effect from 9/15/2020 to 6/30/2021.

SCOPE OF SERVICE: Technical services to support all adaptive learning software and programming including universal testing programs for Math and Literacy. Technical support expanding into all adaptive software programming including: Achieve 3000, Lexia, System 44, HMH Universal and databases needed for Library Media that supports our remote learning plans through: Destiny and MackinVIA.


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

8/17/2020

Date

Date

Emily Freel, Director, ACES Professional Development & School Improvement

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 to 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.