



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: American Evaluation Services, Inc.

Doing Business As, if applicable:

Business Address: 10 Charles W. Briggs Road, Croton on Hudson, NY 10520

Business Phone: 914-981-8748

Business email: usgrants@mindspring.com

Funding Source & Acct # including location code: 2517-6251-56680-0000

Principal or Supervisor: Michele Bonanno

Agreement Effective Dates: From 11/09/2021. To 06/30/2022.

Hourly rate or per session rate or per day rate. N/A

Total amount: \$93,000

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

This service is for program evaluation and professional service for the 2017 cohort of the MSAP funded schools East Rock; Edgewood; Davis; HSC and King/Robinson.

Submitted by: Judith King Phone: 8-1436



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michele Bonanno  
**Date:** October 14, 2021  
**Re:** American Evaluation Services, Inc. Agreement

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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:** *American Evaluations Services, Inc. (AES)*
2. **Description of Service:** *This is a service for program evaluation and professional service for the 2017 cohort of the MSAP funded schools East Rock; Edgewood; Davis; HSC and King/Robinson.*
3. **Amount** of Agreement and hourly or session cost: *\$93,000*
4. **Funding Source** and account number: *Magnet 17-22 Central Office, Acct. #: 2517-6251-56680-0000.*
5. Approximate number of staff served through this program or service:
6. Approximate number of students served through this program or service:
7. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? *No, there was not increase.*
  - b. What would an alternative contractor cost:
  - c. If this is a continuation, when was the last time alternative quotes were requested?
  - d. For new or continuation: is this a service existing staff could provide. If no, why not? *No internal staff cannot provide this service as the USDOE requires third party evaluation of grant implementation.*
8. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development? *No*
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
  - b. After School or Extended Hours Program?
  - c. School Readiness or Head Start Programs?

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? *This is a continuation service.*
- 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: *Yes, because all parties involved in the evaluation will be receiving direct feedback that will support our continued growth in educational programming and thematic integration.*

**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: *This contractor has worked with the New Haven Public Schools doing grant evaluation for continuous grant cycles over the past twenty years. AES has supported the district in strengthening academic results by evaluating our fidelity and implementation.*
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? *This contractor has been vetted by the U.S. Department of Education as part of the 2017 MSAP project.*
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
- d. Who were the members of the selection committee that scored bid applications?
- 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.

**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? *This contractor supports NHPS in meeting its obligation to participate in program evaluation as a recipient of the 2017 MSAP grant. The contractor has been working with NHPS for over twenty years and has supported NHPS in winning and maintaining over one hundred million dollars. The Project Director works directly with the vendor and will be responsible for evaluating the effectiveness of the deliverable based on an feedback from schools.*
- 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 provides the MSAP 2017 cohort with feedback on our program implementation, which directly impacts student's achievement and education access.*
12. Why do you believe this Agreement is fiscally sound? *This agreement is fiscally sound because program evaluation is imperative in ensuring fidelity to magnet implementation. Additionally, it is important that the project director collaborate with an evaluation team that helps guide the work of the school and priorities high leverage strategies to improve student outcomes.*
13. What are the implications of not approving this Agreement? *If this agreement is not approved then we will be out of compliance with the grant evaluation requirement and jeopardize our funding.*

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

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

**American Evaluation Services, Inc.**

FOR DEPARTMENT/PROGRAM:

**Magnet Schools Assistance Program Evaluation and Support Services**

This Agreement entered into on the 14<sup>th</sup> day of October 2021, effective (*no sooner than the day after Board of Education Approval*), the 9<sup>th</sup> day of November, 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, American Evaluation Services, Inc., located at, 10 Charles W. Briggs Road, Croton on Hudson, NY 10520 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$93,000.

The maximum amount the contractor shall be paid under this agreement: ninety-three thousand dollars (\$93,000). 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 **Magnet 17-22 Central Office Program** of the New Haven Board of Education, **Account Number:** 2517-6251-56680 **Location Code:** 0000.

This agreement shall remain in effect from November 9, 2021 to June 30, 2022.

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

The Grant Evaluation services to be performed by the Contractor shall, in general, consist of the following:

I: During project year five (October 1, 2021) through (September 30, 2022), the contractor will provide the 2017 cohort MSAP supported magnet schools with two (virtual, on-line) site visits. In addition, a third (virtual, on-line or conference call) visit will focus on desegregation. Two of these (virtual, on-line) visits will occur during the term of this agreement. Prior to each, the Contractor will collect and analyze documentation from each school and/or the district. After each (virtual, on-line) visit, the site visitor will write a report that will be submitted to the project director. In addition, the contractor will develop a summative evaluation report for the first half of project year five that will describe the extent to which project performance measures related to curriculum and professional development dosage and parent activities are attained.

The total cost for project year five for this evaluation component is \$86,000. The cost of these services through June 30, 2022 is \$50,000. The cost of services for this component that will occur after June 30, 2022 (\$36,000), will be included in an agreement that will begin on July 1, 2022. The complete scope of services is included in the evaluation section of the approved MSAP proposal on pages 135-146.

II. In addition, the Contractor will work with Central Office and magnet school's personnel on one or more of the activities listed below. These services will be chosen by the project director based on the needs of the MSAP project, the district and the participating schools.

The total cost for project year five for this evaluation component is \$77,619. The maximum cost of these services through June 30, 2022 is \$43,000. The costs of service for this component that will occur after June 30, 2022 (\$34,619), will be included in an agreement that will begin on July 1, 2022.

Cost and deliverables for each service are attached on this agreement. (1) supporting the development of magnet standards; (2) supporting the development of a district-level magnet project implementation plan; (3) supporting the development of school level implementation plans for each magnet school; (4) providing professional development and/or support directly related to the management, objectives and activities of the magnet project hat is not included in 1-3 above; (5) Technical report writing or other support related to federal grant requirements (e.g., writing the narrative sections of Annual Performance and Ad Hoc Reports, compliance review support). (6) Additional site visits not covered by this agreement and not part of the original scope of work described in the approved application.

**Services Described in Paragraph III**

Program Service	Estimated Cost and Deliverables
Magnet Standards Development	\$20,000 Deliverables: e.g., Initial (key concepts) and following up (magnet standards) meeting in district; Report with suggestions for improving submitted magnet standards.
District Level Implementation Plan	\$10,000 Deliverables: e.g., Year one implementation plan.
School Level Implementation Plans	\$3,500 per school Deliverables: Meeting in district; Year one implementation plan.
PD and Other Support of Magnet Development and Implementation	\$2,500 per day.
Technical Report Writing	\$9,500 per report for Annual Performance of Ad Hock Reports. Deliverables: e.g., Report
Additional Visits by Site Visit Evaluator including site visit reports for each school, the collection of documentation and a documentation review for each school.	\$4,000 per school. \$20,000 for five schools

**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 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

10/19/21  
Date

\_\_\_\_\_  
Date

David Kikoler, President AES  
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.