



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: 914-271-5067

Business email: usgrants@mindspring.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: Magnet 16-19 Central  
Office C/O; 2517-6232-56680-0000

Principal or Supervisor: Michele Bonanno

Agreement Effective Dates: From 09/10/2020 To 06/30/2021

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

Total amount: \$50,000

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 for the 2016 Cohort of MSAP funded  
schools.

Submitted by: Julie Lopez Phone: 8-1436



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michele Bonanno  
**Date:** August 31, 2020  
**Re:** American Evaluation Services 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 Evaluation Services, Inc.
2. **Description of Service:** Program Evaluation for the 2016 Cohort of the MSAP funded schools.
3. **Amount** of Agreement and hourly or session cost: \$50,000
4. **Funding Source** and account number: Magnet 16-19 Central Office C/O; 2517-6232-56680-0000

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

**Answer all questions:**

- a. If continuation/renewal, has the cost increased? If yes, by how much? No the cost has not increased.  
What would an alternative contractor cost: This is a continuation service. We have not sought alternatives because this is a service outlined in our multi-year grant proposal.
- b. If this is a continuation, when was the last time alternative quotes were requested?  
Since this is a service outlined in a multi-year grant we have not sought alternative costs.
- c. 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.

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?
- b. After School or Extended Hours Program?
- c. School Readiness or Head Start Programs?
- d. Other: (Please describe) This is an evaluation service.

## 7. 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 increase.
- 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.

## 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. 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? This contractor has been vetted by the U.S. Department of Education as part of the 2016 MSAP project.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor:

## 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? This contractor supports NHPS in meeting its obligation to participate in program evaluation as a recipient of the 2016 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 deliverables based on 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 achievement and educational access.

## 10. 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.

11. 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: 8/10/2020**



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*

This Agreement entered into on the 18<sup>th</sup> day of August, 2020, effective (*no sooner than the day after Board of Education Approval*), the 12<sup>th</sup> day of October, 2020, 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 \$50,000.

The maximum amount the contractor shall be paid under this agreement: Fifty thousand dollars (**\$50,000**). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

October, 2020 – December, 2020	\$15,000
January, 2021 – June, 2021	\$35,000

**Fiscal support** for this Agreement shall be by **Magnet 16-19 Central Office Carryover Program** of the New Haven Board of Education, **Account Number:** 2517-6232-56680 **Location Code:** 0000.

This agreement shall remain in effect from October 12, 2020 to June 30, 2021.

**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 working with Central Office and school personnel in the development of the annual performance “Ad Hoc” report for New Haven's Federal Magnet School Assistance Program (MSAP) grant for project year four. This report--due in October, 2020--will reflect project year four (October 1, 2019-September 30, 2020) activities. The Contractor will collect data and other information, from the four MSAP supported magnet schools, which will be used to develop and write the narrative portion of the report related the objectives and performance measures of the grant application (Project Status Charts). Because of modifications to implemented curriculum and instruction due to the Covid-19 pandemic, the Contractor will also modify data collection instruments, as needed, to more accurately document and report on the extent of the MSAP implementation as reflected in the project performance measures.

In addition, during project year five (October 1, 2020 through September 30, 2021), the contractor will provide each of the four MSAP supported magnet schools with two documentation reviews. The Contractor will collect data and other information, from each school, which will be used to determine the extent of the MSAP implementation related to the objectives and performance measures of the grant application. Because of modifications to implemented curriculum and instruction due to the Covid-19 pandemic, the Contractor will also modify data collection instruments, as needed, to more accurately document and report on the extent of the MSAP implementation. After each documentation review, the site visitor will provide the project director with written feedback that includes information on the progress that the schools are making in properly documenting the grant implementation and attaining their project performance measures in areas such as magnet theme dosage and teacher professional development hours.

In addition, the Contractor shall develop and write the project status charts and accompanying narrative for the Final Performance Report for New Haven's Federal Magnet School Assistance Program. This report will reflect project year five activities and other information. The Contractor will collect data and other information from the four MSAP supported magnet schools and the district that will be used to develop and write the report which will summarize the progress schools have made towards the attainment of the project performance measures. A draft of this section of the report will be submitted to the district by June 30, 2021.

**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's 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

9-1-2020  
Date

\_\_\_\_\_  
Date

David Kikoler, President  
American Evaluation Services, Inc.  
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.