



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Capitol Regional Education Council (CREC)

Doing Business As, if applicable:

Business Address: 111 Charter Oak Avenue, Hartford, CT 06106

Business Phone: 860-524-4040

Business email: services@crec.org

Funding Source & Acct # including location code: ESSER II – ARP IDEA Grant, account # 2554-6404-56903, Location Code: 0490

Principal or Supervisor: Typhanie Jackson, Executive Director of Special Education and Student Services Department.

Agreement Effective Dates: From August 29, 2022. To June 30, 2023.

Hourly rate or per session rate or per day rate.

Total amount: \$11,600

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

CREC will provide eight (8) days of virtual training for teacher candidates. This program is geared towards training special education teachers in Structured Literacy Series Training for 2 cohorts.

Submitted by: Typhanie Jackson Phone: 475-2202-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Executive Director of SPED and Student Services
Date: Friday, June 22, 2022
Re: Capitol Regional Education Council (CREC) Contract

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:** Capitol Regional Education Council (CREC)
2. **Description of Service:** CREC will provide training teachers. This program gears towards training Special Education Teachers in Structured Literacy to two (2) cohorts of special education.
3. **Amount** of Agreement and hourly or session cost: \$11,600
4. **Funding Source** and account number: ESSER II – ARP IDEA Grant, account # 2554-6404-56903, Location Code: 0490
5. Approximate number of staff served through this program or service: 50
6. Approximate number of students served through this program or service: 400
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Renewal/no increase
 - b. What would an alternative contractor cost: No other vendor provides with strategies and methodology in teaching reading in a structured way aligned to structured reading instruction.
 - c. If this is a continuation, when was the last time alternative quotes were requested? No, not applicable as this service is exclusive to this vendor.
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? N/A

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? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) No

9. 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?
No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
Renewal/no increase
- g. Will the output of this Agreement contribute to building internal capabilities?
If yes, please explain: Yes, as this agreement helps to build special educators learning and training in literacy cohorts.

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 the skill set of designing and implementing training.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Quotes/This contractor was selected after research of alternate training for special educators.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? No, selected by years of specialized services and instruction
- d. Who were the members of the selection committee that scored bid applications? N/A
- 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. There is no other program to support and train our special education teachers in this field.

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 will help with the need of training in reading for our special teachers.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Evaluations based on number of teachers being trained across the district.
 - c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the district's continuous improvement plan as it relates to the improvement of teacher training in structured literacy.
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as the cost to provide service is less expensive than that of special education program training.
13. What are the implications of not approving this Agreement? The implications would be that we would not be able to build our own special education teachers in the district which could potentially impact our ability to have a full cadre of special education teachers.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

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

Capital Regional Education Council (CREC)

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 19th day of July, 2022 effective the 9th day of August, 2022 by and between the New Haven Board of Education (herein referred to as the “Board”) and, Capital Regional Educational Council (CREC) located at 111 Charter Oak Avenue, Hartford, CT 06106 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$11,600 for eight days of virtual training for candidates at a rate of for up to a maximum of day(s).

The maximum amount the contractor shall be paid under this agreement: **Eleven Thousand Six Hundred Dollars (\$11,600)**. 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 **ESSER II – ARP IDEA Grant** of the New Haven Board of Education, **Account Number: 2554-6404-56903. Location Code: 0490.** *(pending receipt of funds)*

This agreement shall remain in effect from August 29, 2022 to June 30, 2023.

SCOPE OF SERVICE:

CREC will provide eight (8) days of virtual training for teacher candidates. This program is geared towards training special education teachers in Structured Literacy Series Training for 2 Cohorts.

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*. Contractors 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.

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 Contract through the last day of thirty (30) day notice period.

DocuSigned by:
Greg J. Florio, Ed.D.
Contractor Signature

President
New Haven Board of Education

7/20/2022
Date

Date

Greg J. Florio, Ed.D.
Contractor Name Printed or Typed

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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



CREC Resource Group
111 Charter Oak Avenue
Hartford, CT 06106
Phone: (860) 524-4040
Fax: (860) 548-0236
Email: services@crec.org
Website: http://www.crec.org

**CREC STATEMENT OF AGREEMENT
CONTRACT NO 77000 - 02098**

Seller: Capitol Region Education Council (CREC)
111 Charter Oak Avenue, Hartford, CT 06106

Buyer: NEW HAVEN PUBLIC SCHOOLS
54 MEADOW STREET
NEW HAVEN, CT, 06519

Regarding: PL- Structured Literacy Training - 5.18.22

Date: 6/10/2022

Services to be performed: CREC Resource Group will provide up to eight (8) days of virtual training on Structured Literacy to two cohorts of special education staff.

Contract Sum: \$11,600.00

Contract Schedule: 7/1/2022 - 6/30/2023

Contact: Typhanie Jackson, Director of Student Services

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND MADE PART OF HEREOF (THIS AGREEMENT, COLLECTIVELY WITH THE TERMS AND CONDITIONS, THE (CONTRACT)).

TO THE EXTENT OF ANY CONFLICT BETWEEN THE CONTRACT AND ANY OTHER DOCUMENT, THE CONTRACT SHALL PREVAIL.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered, pursuant to proper authority, as of the day and year first written above.

6/13/2022

Date

DocuSigned by:
Greg J. Florio, Ed.D.
Authorized Representative, CREC

6/13/2022

Date

DocuSigned by:
Amy Karwan
Division Director, CREC Resource Group

Date

Authorized Representative, NEW HAVEN PUBLIC SCHOOLS

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For Internal Use Only

J: 02098

Program #: 77000 \$11,600.00 TTCC
SOA #: 77000 - 02098

THIS IS NOT AN INVOICE



CREC Resource Group
111 Charter Oak Avenue
Hartford, CT 06106
Phone: (860) 524-4040
Fax: (860) 548-0236
Email: services@crec.org
Website: <http://www.crec.org>

CREC STANDARD TERMS AND CONDITIONS OF SALE

These CREC Standard Terms and Conditions of Sale are applicable to the Statement of Agreement by and between CREC and Buyer ("Agreement"), which together with these CREC standard terms and conditions of sale collectively, the "Contract") to which it is attached. Terms that are not defined where used herein are defined in the Agreement.

- 1) Purchase of Goods and Services. Buyer agrees to purchase from CREC and CREC agrees to sell to Buyer the Goods and/or Services pursuant to the Contract.
- 2) CREC's Obligations.
 - (a) Time of Performance. CREC shall perform the Services and/or deliver the Goods in a timely and diligent manner, and in accordance with the Contract Schedule.
 - (b) CREC Resources. CREC shall provide at its expense the facilities, equipment, materials, services, and other resources necessary to deliver the Goods and/or perform the Services.
 - (c) Compliance. CREC shall comply with all applicable laws when performing the Services and/or providing the Goods.
 - (d) Insurance. CREC shall be responsible for purchasing and maintaining CREC's usual insurance, which insurance, at a minimum, shall consist of general liability insurance (\$1 million each occurrence and \$2 million aggregate), workers compensation and employers liability insurance (statutory amount) and professional liability insurance (\$1 million each occurrence and \$3 million aggregate). A certificate of insurance evidencing the foregoing shall be provide upon request.
- 3) Buyer Obligations. Buyer will facilitate CREC's delivery of the Goods and/or performance of the Services and perform any other Contract tasks required of Buyer ("Buyer Responsibilities"). CREC's failure to perform the Contract shall be excused to the extent that CREC provides Buyer with written notice that such nonperformance results from Buyer's failure to perform any Buyer Responsibilities.
- 4) Contract Sum and Payment. CREC shall invoice Buyer on a monthly basis for Goods delivered to or Services performed for Buyer based upon the Contract Sum. Buyer shall pay invoices within thirty (30) days of the date of Buyer's receipt of an invoice. In the event Buyer fails to pay any amount due and owing to CREC under the Contract, such past due amounts shall be subject to interest charges equal to 1% per month.
- 5) Delivery. Goods shall be delivered to and/or Services shall be performed at the location(s) identified in the Agreement.
- 6) Ownership of Materials. All documents or information prepared or disclosed by CREC pursuant to the Contract, and all related intellectual property rights, shall remain CREC's property. CREC grants Buyer a non-exclusive, non-transferable license to such intellectual property rights solely for Buyer's use of the Goods or Services. CREC warrants and represents that it owns all right, title and interest in and to the Goods or Services, or if not the owner, CREC has full authority to sell the Goods or Services on behalf of such owner. CREC further warrants that the Goods are free from any and all security interests, claims, demands, liens or other encumbrances.
- 7) Warranty. For a period of six (6) months from the delivery date of the Goods, CREC warrants to Buyer that the Goods shall materially conform to the description in the Contract and shall be free from material defects in material and workmanship. CREC shall repair or replace, at its expense and as its sole obligation, any Goods that are materially defective or nonconforming.
- 8) Indemnity. To the extent permitted by law, each party shall indemnify, defend and save the other party, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties for property damage and/or bodily injury, including death, if such loss, cost or expense arises in any degree from the negligence, gross negligence or willful misconduct of a party or its employees or affiliates in connection with the Contract.
- 9) Force Majeure. Any delay or failure of either party to perform under the Contract shall be excused to the extent caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, change in law or other act of government or any other cause beyond such party's reasonable control.
- 10) Term and Termination or Suspension. The term of the Contract shall begin on the Contract Date and shall end on the date of the last delivery of the Goods or final performance of the Services. The Contract may be terminated prior to full delivery of the Goods or performance of the Services by either party, immediately, upon written notice thereof, if (i) the other party fails to timely pay any required payment under the Contract when due, which failure continues for ten (10) business days; or (ii) the other party breaches any of its nonmonetary material Contract obligations and such breach is not cured within thirty (30) days following receipt of the written notice thereof; provided that if such breach cannot reasonably be cured by the breaching party within such thirty (30) day period and the breaching party has diligently pursued the remedying of such breach within such thirty (30) day period, such cure period shall be extended by the amount of time reasonably required by the breaching party to cure such breach.

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- 11) LIMITATION OF LIABILITY. CREC'S LIABILITY TO BUYER UNDER THE CONTRACT SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE CONTRACT, PLUS, (ii) FOR DAMAGES CREC IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES, PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO BUYER, AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID BY BUYER TO CREC.
- 12) WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 13) Miscellaneous.
 - (a) Independent Contractors. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of the Contract shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
 - (b) Assignment. CREC may not assign any of its rights, duties or obligations under the Contract to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of the Contract.
 - (c) Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
 - (d) Severability. Whenever possible, each provision of the Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of the Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Contract, it being the parties' intention that each and every provision of the Contract be enforced to the fullest extent permitted by applicable law.
 - (e) Modification. The Contract may be modified only by a written agreement signed by all the parties.
 - (f) Governing Law. The Contract shall be deemed to be made under the laws of the State of Connecticut and for all purposes shall be governed by and construed in accordance with the law thereof.
 - (g) Entire Agreement. The Contract is the entire agreement of the parties concerning the subject matter thereof, and in executing the Contract no party has relied upon any statements, representations or agreements, whether oral or in writing, relating to the subject matter thereof, except as is expressly set forth therein.
 - (h) Notices. Any notice pursuant to the Contract shall be given in writing by (a) personal delivery, or (b) reputable national overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible confirmed facsimile transmission sent to the intended addressee at the address set forth in the Agreement, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to the Contract shall be as set forth in the Agreement.
 - (i) Counterparts. The Agreement may be executed by the parties in separate counterparts, each of which may contain less than all of the parties' signatures, but all of which together shall constitute one and the same instrument.
 - (j) No Third-Party Beneficiary. Nothing contained in the Contract shall be deemed to confer upon any person or entity any right as a third-party beneficiary of the Contract.

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CONTRACTOR ASSESSMENT

Vendor Name: Capital Regional Education Council (CREC)

Project Description: Structured Literacy Training for 2 Cohorts for teachers

Evaluator: Typhanie Jackson

Date July 19, 2022

	Unacceptable			Excellent		Not applica
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance					X	
2. Effectiveness of consultation					X	
3. Ability to communicate with students					X	
4. Monitor and maintain social emotional behavioral records					X	
5. Appropriate recommendations for student programming				X		
Working relationship of contractors with district						
6. Timely submission of department data					X	
7. Positive feedback from students & parents					X	
8. Collegial, collaborative relationships with building professionals				X		
Implementation of practice across the district						
9. Flexibility in scheduling					X	
10. Team work with teacher and other professionals					X	