

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: CT CHILDREN'S MUSEUM AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: 9538 5188

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: CT Office of Early Childhood Quality Enhancement Grant DATE: 2/22/22

FUNDING SOURCE FOR AGREEMENT: Quality Enhancement Grant

ACCT # FOR AGREEMENT: 2523 5385 56697 0442

ORIGINAL AMOUNT OF AGREEMENT: \$26,386.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$26,386.00

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$4,650

X INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$31,036

FUNDING SOURCE & ACCT # FOR AMENDMENT: Quality Enhancement Grant 2523 5385 56697 0442

DESCRIPTION AND NEED FOR AMENDMENT: The New Haven Early Childhood Council has requested that the CT Children's Museum accommodate an additional professional development focus of primary interest to the Council. This change in the scope of service now includes professional development specifically related to the topic of Diversity, Equity and Inclusion (DEI). \$9,350 of the current contract will be used to fund this new professional development service. The Council is also allocating an additional \$4,650 for DEI professional development.

In summary: \$17,036 will continue to be used to support the Museum's Early Childhood Resource Center; \$14,000 will be used for professional development related to diversity, equity and inclusion. The total for all work in this agreement is \$31,036.

There is no change in funding source.

This amendment is for the period March 7, 2022 through June 30, 2022

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____

Jessica M. Bialacki
(Name)

02/07/22
(Date)

Executive Director, Connecticut Children's Museum
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT AGREEMENT NO. 95385188
By And Between
The New Haven Board of Education
AND

CONNECTICUT CHILDREN'S MUSEUM

FOR SCHOOL READINESS QUALITY ENHANCEMENT PROGRAM

This agreement entered into on the 5th day of May, 2021, effective the 7th day of September, 2021, by and between the New Haven Board of Education (herein referred to as the "Board") and, Connecticut Children's Museum, located at 22 Wall Street, New Haven, CT, 06510 (herein referred to as the "Contractor").

Compensation:

The Board shall pay the contractor for satisfactory performance of services and pending receipt of State Award an amount not to exceed twenty-six thousand three hundred eighty-six dollars (\$26,386.00).

The average weekly rate for all services is \$659.65. These services include: replenishing materials available for loan to preschool and family day care homes; creation of new materials as demand requires, 40 weeks of workshops including speakers, materials, and translation services. Light dinner will be provided when on-site services are provided.

Compensation will be made upon submission of an itemized invoice for services outlined in *Exhibit A Scope of Service*.

Fiscal support for this Agreement shall be by Quality Enhancement Program of the New Haven Board of Education, **Account Number:** 2523-5385-56697

Pending Receipt of Funds

Scope of Service: The Contractor will house and operate the New Haven Early Childhood Resource Center. The Contractor will maintain and replenish the Resource Center collection of materials including: books for teachers and family day care providers serving infants, toddlers and preschoolers; curriculum and literacy kits and other early childhood related materials. The Resource Center will be open weekly to the New Haven early childhood community at minimum, 40 weeks per year. The Contractor will also offer weekly workshops for a minimum of 40 weeks at the Early Childhood Resource Center on topics required by the Office of Early Childhood, the National Association for the Education of Young Children and as suggested by teachers and program directors. The contractor agrees to attend one meeting of all QE contractors to ensure coordination of services amount QE contractors.

This agreement shall remain in effect from September 7, 2021 to June 30 2022.

Exhibit A: Scope of Service: see attached detailed Scope of Service for the Early Childhood Resource Center.

Exhibit B: Student Data and Privacy Agreement: see 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'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

8/6/21

Date

9-13-21

Date

Connecticut Children's Museum
Contractor Name Printed or Typed
Katharine Goodbody
President, Board of Directors

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT A

DETAILED SCOPE OF SERVICE AGREEMENT, SPECIAL TERMS AND CONDITIONS FOR CONNECTICUT CHILDREN'S MUSEUM'S (referred to as the "Contractor") NEW HAVEN EARLY CHILDHOOD RESOURCE CENTER

Overview of the Quality Enhancement Grant

The Quality Enhancement Grant for the CT Office of Early Childhood is a competitive grant whose purpose is to provide funding for early care and education programs to address School Readiness quality standards and/or expand comprehensive services for children and families as identified in C.G.S. Section 17b-749c.

The New Haven Early Childhood Council is responsible for identifying the services most needed, issuing a Request of Proposal and selecting contractors for the services.

The Council identified the following services as priorities for FY21:

1. An Early Childhood Resource Center to provide: professional development opportunities and resource materials
2. Behavioral and mental health consultation to School Readiness funded preschool programs in order to increase teacher effectiveness in managing difficult behavior and supporting the families of children whose behaviors indicate the need for guidance and support to make the most of their preschool experience
3. Offer education consultation and coaching to School Readiness preschool teachers to increase knowledge and skills needed to provide a developmentally appropriate early learning experience for children.

The Quality Enhancement Contractor Connecticut Children's Museum will provide the following services:

Required Services

The Contractor will staff the Early Childhood Resource Center (ECRC) so the center is open on Thursday nights from 5:00-8:00pm for a minimum of 40 weeks for the following services:

1. Bilingual professional development workshops for all New Haven early care and education providers on the topics as identified by the providers and as required by the New Haven Early Childhood Council as well as related to NAEYC accreditation standards. There will be no cost to participants.
2. Make available a catalog of the resources and materials available to borrow, including teacher resource books, classroom curriculum kits and literacy kits. Teachers can request to borrow the materials for a maximum of 2 weeks. There will be no cost to participants.

The Contractor is responsible for advertising the weekly workshops and materials available to the early childhood community. The Contractor is expected to maintain an updated list of emails of all early childhood programs in New Haven and to continually grow the email list to include all teachers visiting the ECRC. Announcements of workshops will be emailed, at minimum, every month from September through June.

The Contractor will maintain a database and report quarterly:

1. The number of attendees at each workshop, the program where they teach, the New Haven neighborhood where the teacher lives and where the program is located;

2. The number of workshops attended by each participant, the list of programs sending participants and the workshops selected;
3. The results of the survey sent to providers after each workshop;
4. The materials borrowed and who borrowed them
5. The materials requested that were not available
6. The list of materials in the inventory and a list of the materials developed during the quarter

Compensation:

Compensation is made upon the submission of monthly invoices, including itemization of all costs and back up documentation. Payment is contingent upon the timely receipt of expenditure reports, invoices and all program and service reports outlined in this Contract. In the event that reports have not been submitted, the Board will delay payment until such time the report(s) are submitted and approved.

Provision against assignment: The contractor may not at any time assign any responsibilities of this contract to any other person, persons or agency without prior approval by SRO.

Insurance: the Contractor is required to provide proof of liability coverage.

Statement of Non-Discrimination: the Contractor agrees that in the performance of this Agreement and in the composition of its staff, governing bodies and families it will not discriminate against any person or group of persons on the basis of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, sexual orientation, learning disability or on any other unlawful grounds.

Non-Renewal: in the event this agreement is canceled, or if the Board does not offer the Contractor a new Agreement of the same or similar service upon its expiration, the Contractor will assist in the orderly cessation of the operations under this Agreement and return of all property purchased with Quality Enhancement funds.

Termination and Default: if the Contractor fails to fulfill its obligations under this contract, the Board, in consultation with the New Haven Early Childhood Council may:

- Temporarily Withhold payments until the obligation is fulfilled to the satisfaction of the Board;
- Temporarily or permanently discontinue services under the Agreement;
- Require that unexpended funds be returned to the Board;
- Assign appropriate personnel to execute the Agreement until such time as corrections have been made to the satisfaction of the Board;
- Require that this contract be assigned to an agency or person designated by the Board to bring the program into contractual compliance.
- Terminate this Agreement; or
- Take such other action, as the Board believes necessary.



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