



NEW HAVEN PUBLIC SCHOOLS

Tuesday, February 18, 2020

4:30 p.m.

Gateway Center – 2nd Floor Board Room

Mr. Matthew Wilcox, Chair
Ms. Yesenia Rivera, Vice Chair

Action Items

B. AGREEMENTS

1. To approve Amendment #1 to Agreement #96108452 with Area Cooperative Educational Services, (ACES), to correct funding amount of \$249,290.00 as stated on the December 2, 2019 agenda, to \$290,290.00, the amount listed on the Agreement.
Funding Source: Alliance Program
Acct. # 2547-6108-56694-0420
Presenter: Ms. Patricia DeMaio
(Pages #2-6)
2. To approve Amendment #1 to Agreement #96108452 with Dr. June Levy, to change the Funding Acct. # from School Improvement Grant, Acct. # 2531-6276-56694-0048 to School Improvement Grant, Acct. # 2531-6297-56694-0048, with no change in funding amount.
Funding Source: School Improvement Grant (SIG) – Celentano Program
Acct. # 2531-6297-56694-0048
Presenter: Ms. Patricia DeMaio
(Pages #7-15)
3. To approve an Agreement by and between the New Haven Board of Education and Ellen Kramer, to develop and maintain the Regional Science Materials Resource Center Partnership, from February 10, 2020 to June 30, 2020, in an amount not to exceed \$21,084.10.
Funding Source: 2019-2020 Operating Budget – Science Resource Center
Acct. #1000-414-56694-0083
Presenter: Dr. Richard Therrien
(Pages #16-29)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Area Cooperative Educational Services AMENDMENT #: 1
GRANT # if applicable: 2547-6108-56694-0000 AGREEMENT #: 96108452

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Alliance Grant DATE: 02/06/2020

FUNDING SOURCE FOR AGREEMENT: 2547-6108-56694-0420

ACCT # FOR AGREEMENT: Alliance Grant

ORIGINAL AMOUNT OF AGREEMENT: \$ 290,290

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 290,290

X ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$290,290

FUNDING SOURCE & ACCT # FOR AMENDMENT: 25476108-56694 0420

DESCRIPTION AND NEED FOR AMENDMENT: Please note: Contract for ACES (Building Bridges Program) under the Alliance Grant # 2547-6108-56694-000 was presented to the board with the incorrect amount of \$249,290. Actual contract amount is \$290,290.

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

CONTRACTOR'S SIGNATURE: [Signature] 2/2/20
(Name) (Date)

Deputy Exec Dir
(Title)

NEW HAVEN BOARD OF EDUCATION:

President (Date)

AGREEMENT
By And Between
The New Haven Board of Education

AND **AGREEMENT NO. 96108452**

Area Cooperative Educational Services (ACES)

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 28th, day of August, 2019 effective the 29th, day of August, 2019 by and between the New Haven Board of Education (herein referred to as the "Board") and, Area Cooperative Educational Services located at 26 Old Post Road, Northford, CT, 06472 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$290,290 per school year for up to a maximum of 182 days (s) at a rate of \$1,595 per day (\$440/day for each of two BT and \$715/per day for one BA). The maximum amount the contractor shall be paid under this agreement: Two Hundred Ninety Thousand Two Hundred Ninety Dollars.

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 Grant Program of the New Haven Board of Education, Account Number: 2547-6108-56694. (pending receipt of funds) Location Code: 00

This agreement shall remain in effect from August 29th, 2019 to June 30th, 2020.

SCOPE OF SERVICE:

ACES will be providing behavior management programming and support for identified students, staff, and parents within the school district by the designated district administrator. ACES staff will be providing behavioral services to the district therapeutic classrooms "Building Bridges" as well as primary behavioral support across the district. Caseloads will be mutually agreed upon by the designated school administrator and the ACES Director of Behavior Services & Autism Program. Staff will consist of one (1) Behavior Analyst and two (2) Behavior Technicians. The staff will follow the 2019-2020 school calendar except for pre-designed ACES professional development days during which the staff will attend ACES professional development activities. The staff will attend all ACES departmental and supervision meetings and is granted all rights as described under ACES Personnel policies. Travel (if required by district) will be additionally compensated by the New Haven Board of Education at prevailing federal rate.

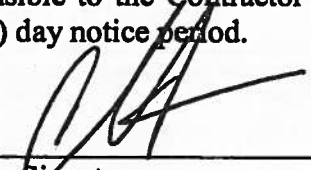
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

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.

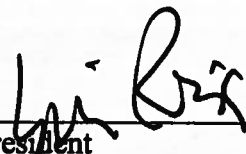
The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

1/2/20

Date



President
New Haven Board of Education

1/2/20

Date

Tim Howes

Contractor Name Printed or Typed



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

CONTRACTOR: Dr. June Levy AMENDMENT #: 1

GRANT # if applicable: 2531-6276/56694-0048 AGREEMENT #: 96276398

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Improvement Grant DATE: 02/06/2020

FUNDING SOURCE FOR AGREEMENT: 2531-6276/56694-0048

ACCT # FOR AGREEMENT: 2531-6276/56694-0048

ORIGINAL AMOUNT OF AGREEMENT: \$ 20,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 20,000.00

ESTIMATE _____ X ACTUAL OR _____

AMOUNT OF THIS AMENDMENT: \$ _____ 00

_____ INCREASE OR _____
_DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 20,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2531-6276/56694-0048

DESCRIPTION AND NEED FOR AMENDMENT:

The attached agreement will need an amendment adjusting the funding source. Please charge the expense to 2531-6297-56694-0048.

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

CONTRACTOR'S SIGNATURE: _____ June Levy _____ 2/20/20 _____
(Name) (Date)

_____ Consultant (create an interdisciplinary curriculum map) _____
(Title)

NEW HAVEN BOARD OF EDUCATION:

President (Date)

CONTRACTORS COPY



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 96276398

AGREEMENT
By And Between
The New Haven Board of Education
AND
June R. Levy

FOR DEPARTMENT/PROGRAM:

Celentano Biotech, Health and Medical Magnet School

This Agreement entered into on the 12th day of November, 2019, effective the 13th day of November, 2019, by and between the New Haven Board of Education (herein referred to as the "Board" and, June R. Levy located at, 130 Wakefield Street, Hamden, CT 06517 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$800 per day, for a total of 25 days.

The maximum amount the contractor shall be paid under this agreement: twenty thousand dollars (\$20,000). 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 **School Improvement Grant (SIG) Program** of the New Haven Board of Education, **Account Number: 2531-6276-56694 Location Code: 0048.**

This agreement shall remain in effect from November 13, 2019 to June 15, 2020.

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*

1. Deliverable: Aligned curriculum content map for K-6

Develop a schoolwide interdisciplinary curriculum map that will connect social studies and math with NGSS and engineering practices so that teachers know what content they are supposed to be teaching on each grade level (up to 6 days)

2. Deliverable: Written scenarios for four marking periods: All about Me, More to Explore, Incredible Journey, and Sharing the Planet on each grade level K-6

Produce four interdisciplinary units of study with teachers (All about Me, More to Explore, Incredible Journey, and Sharing the Planet) through job embedded coaching and modeling using project based learning (PBL) aligned to the curriculum content map (described in 1 above) and integrated within the school's magnet theme (biotech, medical and health); (up to 20 days)

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

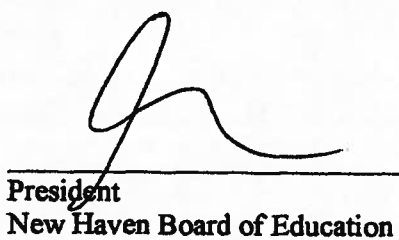
Exhibit B: Student Data and Privacy Agreement: Attached

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'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

October 17, 2019 10/17/2019
Date

11-12-19
Date

June R. Levy, Ph.D. JK, Contractor
Contractor Printed Name & Title

Revised: 10/2/18



NEW HAVEN PUBLIC SCHOOLS

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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.

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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

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

The Contractor will be the onsite curriculum integration specialist for Celentano where contractor will

Provide 25 days of ongoing job-embedded coaching and mentoring of grade level teams aligned to the school's CIP that will include, but not be limited to

- Differentiated instruction
- STEAM skills and strategies
- Planning and generating questions prior to the lesson for meaningful discourse
- Student generated and directed higher level/order questions
- PBL/performance tasks which encourage student to student talk and collaboration

Deliverables

1. Develop a schoolwide interdisciplinary curriculum map that will connect social studies and math with NGSS and engineering practices so that teachers know what content they are supposed to be teaching on each grade level (up to 6 days)

Deliverable: Aligned content map for K-6

2. Produce four interdisciplinary units of study with teachers (All about Me, More to Explore, Incredible Journey, and Sharing the Planet) through project based learning (PBL) aligned to the curriculum content map (described in 1 above) and integrated within the school's magnet theme (biotech, medical and health); (up to 20 full days)
- Deliverable: Written scenarios for four marking periods: All about Me, More to Explore, Incredible Journey, and Sharing the Planet on each grade level K-6**

June R. Levy, PHD, 130 Wakefield Street, Hamden, Connecticut 06517
telephone: (203) 214-4404 e-mail: june.levy@snet.net

EDUCATIONAL BACKGROUND

A.B. Art

- Women's College of the University of North Carolina, (1963)

M.Ed. Special Education

- University of North Carolina at Chapel Hill, (1966)

Ph.D. Child Development and the Arts

- Union for Experimenting Colleges and Universities, (1979)

Post Doctoral Fellow, Department of Psychology

- Yale University, (1985-86)

PROFESSIONAL EMPLOYMENT

| | |
|--------------|---|
| 1999-present | Independent contractor/ consultant |
| 1986-2003 | Lecturer Child Study Center, Yale University School of Medicine |
| 1973-1999 | Executive Director The Connecticut Children's Museum, 22 Wall St., New Haven, CT |
| 1969-73 | Supervisor of graduate practicum and instructor in special education Southern Connecticut State College, New Haven, Supervisor of graduate practicum and instructor in Art Education, University of South Florida, Tampa |
| 1964-67 | Public school teacher in MA and NC |

WHO I AM, WHERE I'VE BEEN AND WHAT I'VE DONE

I consider myself a "lifelong learner". In 1979, I earned a PHD in child development and the arts from the Union for Experimenting Colleges and Universities, the country's first accredited "university without walls" after receiving undergraduate and master's degrees from the University of North Carolina. Completing a post doc in the psychology department at Yale in 1986, I held a clinical faculty appointment to the Yale Child Study Center, Yale School of Medicine, from 1986-2003. As founder and executive director (CEO) of the Connecticut Children's Museum, I spent 30 years developing and implementing inquiry and project based public school programs with teachers and teachers in training throughout the state. I created and lead the Museum Magnet School

at the Children's Museum using downtown New Haven as the learning environment, and, after that, evaluated Federally funded magnet schools, grades K-12, in FL, NC and NY for American Education Solutions. During my career, I consulted to many schools in transition or adopting new comprehensive school reform models. Among these were MicroSociety, museum, STEM and STEAM schools, where I connected problem-based curricula and virtual collections via linked learning to the school districts' core curriculum since object-based learning and literacy use the same skill-set. In my retirement, I am a volunteer grant writer at the Engineering and Science University Magnet School (ESUMS) and Celentano Biotech. Health and Medical Magnet School in New Haven, CT, where my funded projects have included indoor and outdoor MAKERSPACEs "without walls": emotional intelligence and restorative justice; the engineering design cycle and project/problem based learning; and career and technical education (CTE).



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Richard Therrien, K12 Science Supervisor
Date: Feb 8, 2020
Re: Ellen Kramer, contract for Spring 2020 Science Resource Center Program Manager

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank): **The development and maintenance of the Regional Science Materials Resource Center Partnership, including working with NHPS and partner towns on delivery of kits they rent, organizing, ordering materials to refurbish kits, overseeing part time staff to refurbish kits, working with NHPS custodial systems**

Amount of Agreement and the Daily, Hourly or per Session Cost:

Agreement Effective Dates: From **02/10/2020**. To **06/30/2020**.

Hourly rate or per session rate or per day rate. **\$238/day for 97 days**

Total amount: **\$23,000 (maximum)**

Funding Source & Account #: General Funds: 1000-900-414-56694 Location: 0083 ** (Note: Partially offset by income from Partner towns)

Key Questions: (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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? *The Science Resource Center provides the elementary science curriculum to New Haven Public Schools in partnership with Hamden, North Branford. It aligns with the academic goals of the district: making sure students are college and career ready across content areas, and specifically aligns with key indicators via Science Inquiry/NGSS Practices scores. Each NHPS K-6 classroom receives three kits a year, for 8 weeks each, providing students with ~16 hands on science lessons (~twice a week) aligned to CT/NGSS State Science Standards, inquiry skills, and integrating key CCSS literacy (such as non-fiction reading, drawing conclusions from evidence), and math (such as measurement and data analysis).*

2. What specific need will this contractor address? *The contractor will address the specific need of overseeing the entire kit operation, including ordering, organizing and storing supplies, overseeing the kit refurbishment workers, and coordinating delivery and drop off of the kits with the partner towns.*

3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:

Sole Source (Bids/RFP done in 2015, as well as alternative kit delivery models investigated in 2017). For Spring 2020, the location for kits was finalized in late January. This means that we needed someone to oversee the operation that was familiar with the kits and materials if we had any hope of providing curricular materials to students for the spring. There are over 2000 kits to organize and refurbish, and time was crucial. For the 2020-21 School Year, we will investigate other alternatives.. if the current contractor does not wish to continue (or it becomes an employee position), we hope to train the next person.

4. If this is a continuation service, when was the last time the alternatives were sought?

In 2017 we investigated the cost of ACES and ECS (a drop off kit service). Both would be nearly double the cost of our current program. Our current costs are about \$8 cash per student, nearly \$12-16 if rent and maintenance is factored in Investigating other options for the Science Resource Center (having ACES run it or contracting with a science kit supply company such as ECA Kit Services to drop ship kits to our schools) have consistently shown that the same level of service would be well over \$300/kit, or well over \$25-\$30/student.

5. What specific skill set does this contractor bring to the project?

Ellen Kramer has been working with the science kits for sixteen years, first as a worker in the Science Resource Center Partnership at SCSU from 2002-2006, then as a worker when the Partnership moved location to New Haven from 2006-2015. From 2015- present she has served as Science Resource Center Program Manager (with the break after the location changed for the second time at the end of June 2019). Her key skill set lies in the organization of a massive amount of materials and supplies each year and being able to plan and direct the work of the kit refurbishment workers. Most importantly she knows the needs of the schools, the program and the supplies needed for each of the over two dozen different kits the SRC provides to the three partner towns. She has also been instrumental in implementing cost effective sources for the different supplies and managing the program to stay under budget each

6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume): *The contractor oversees the warehouse, the science kit center workers, and the kit program under the direction of the science supervisor*

7. Is this a new or continuation service? *Continuation*

8. If this is a continuation service has cost increased?

a) If yes, by how much?

For 2020, the contractual rate and number of days have increased. This is in response to the anticipated increased workload for Spring 2020, although the total budget is less than 19-20, since we are providing the service for only half the year. Note, this contract does NOT cover costs of possible move of location, however this contractor will be responsible for reorganizing materials, supplies and kits at any new location. There is also an additional service needed in the 2020 school year, as teachers finishing revising curriculum for the kits in order to transition to the new state NGSS standards, each kit will need a new teacher manual, parts list and organization. Seven additional days, plus an increased daily rate from \$212/day to \$238 per day in anticipation of an additional hour per day of work is needed. In order to offset this raise somewhat, the kit rate has been increased to the other towns (\$155 to \$157/kit) and anticipated part-time payroll has been reduced

b) What would an alternative contractor cost? *Alternative contractors and models were investigated in 2015 and 2017. The Science Resource Center provides a total of about 1100 kits for 471 NHPS elementary classrooms three times a year, serving the instructional needs of over 11,000 students for the science curriculum, which makes budgeted costs in supplies and payroll, plus in-kind costs about \$16/student, which is then offset by renting kits to other towns. Investigating other options for the Science Resource Center (having ACES run it or contracting with a science kit supply company such as ECA Kit Services to drop ship kits to our schools) have consistently shown that the same level of service would be well over \$300/kit, or well over \$25-\$30/student.*

c) Is this a service existing staff could provide? Why or why not? *We have no existing staff with the knowledge of the kit process and materials that would be similar to a warehouse manager position such as this.*

9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? *The contractor is overseen by science supervisor Richard Therrien. along with supervisors from other towns in the partnership.*

Each year, the partner towns, our elementary schools give feedback on the level of service from the Science Resource Center and have consistently been pleased. This contractor has been responsive to school and teacher needs and has also reorganized much of the supply and warehouse space to make the operation more efficient. (Some organizational issues around NHPS movers delivery/kit pickup and warehouse support have been addressed with AFB this past year and are not under the contractor control). Kit usage is also reported to administrators. (i.e. kits returned unused or not opened). Another key measure of effectiveness is the ability of the contractor to plan the ordering of supplies and the deploying of our part time kit refurbishment workers so that the program has come in well under budget for the last three years, returning anywhere from \$5000 to \$15,000 to the general fund.

10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)

Evidence of effectiveness is provided by the matrix of kit deliveries, approximately 1500 per year for each kit refurbished and delivered. Science teachers/principals also give feedback to the kit program via science department survey each year. An attachment shows the kit dispersal for the 19-20 school year.

11. If the service is a professional development program, can the training be provided internally, by district staff?

Professional Development is part of the collaborative with Hamden, North Branford, delivered internally. Using funds for purchases of new kits will provide complementary professional development from Carolina STC.

12. Why do you believe this Agreement is fiscally sound?

This contract is fiscally sound, it provides for continued reliable service, as well as providing essential inventory, materials organization, and help in transitioning to new NGSS standards. The total cost of contracted services will be \$23,000, which will be incorporated in the per kit cost charged to other towns. Ellen Kramer was selected to succeed our previous contractor in 2015 after reaching out to some other interested parties, as well as exploring alternative kit delivery models. However, her knowledge of the Science Resource Center operation and kit inventory made it clear that this was the best choice. She did not start at the same hourly rate as the previous contractor, since she has less experience. Note that she oversees a staff of part time workers, three of which have been working for the SRC for over 10 years. Some of the workers are college students, New Haven residents. Since the work is not steady (more work is needed in the months of Nov, April, Summer), we tend to rely on workers that can be flexible and trained. We reach out to organizations such as New Haven Works for these workers.

Total Income from the other towns in fiscal year 2019-2020 to the Science Resource Center is anticipated to be \$18,000 to be put into 1000-900-414-xxx, from which funds for this contract are to be drawn. This will be dependent on their class sizes/needs to be determined, but is expected to be similar. New Haven Public School's contribution to the Science Resource Center Collaborative is in the 2019-20 budget: \$70,000 in supplies, \$10,000 in part time payroll, \$10,000 in contractual services and the use of space, as well as in kind services (moving, clerical, management, estimated at \$15840). See Spring 2020 Funding Map attached.

Alternative contractors and models were investigated in 2015 and 2017. The Science Resource Center provides a total of about 1100 kits for 471 NHPS elementary classrooms three times a year, serving the instructional needs of over 11,000 students for the science curriculum, which makes budgeted costs in supplies and payroll, plus in-kind costs about \$16/student, which is then offset by renting kits to other towns. Investigating other options for the Science Resource Center (having ACES run it, or contracting with a science kit supply company such as ECA Kit Services to drop ship kits to our schools) have consistently shown that the same level of service would be well over \$300/kit, or well over \$25/student

13. What are the implications of not approving this Agreement? *We need this contractor and part time workers to start ASAP in order to provide at least one rotation of science kits to our 11,000 K-6 students. Non approval means the kits and our science instruction will be lacking for the entire 2019-20 school year, and most likely prevent the program from ever being viable in the future.*



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Ellen Kramer

FOR DEPARTMENT/PROGRAM:
MANAGEMENT/SETUP and REFURBISHMENT SERVICES OF SCIENCE
MATERIALS RESOURCE CENTER PARTNERSHIP SPRING 2020

Acct#1000-900-414-56694. \$23,000.00

This Agreement entered into on the 25 day of Feb 2020, effective Feb 10, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, **Ellen Kramer** located at **121 Ridgcrest Dr., Cheshire, CT 06410** (hereinafter referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 237 per day for 97 days until June 30, 2020
The gross amount the contractor shall be paid under this agreement: (\$ 23,000). As a contractor the following payments will also be included: FICA/Medicare (7.65%) for a total of \$1759.50 and Workers Compensation (.68%) for a total of \$156.40 adding to \$1915.90. The maximum net amount the contractor shall be paid is \$21,084.10 .
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 **General Funds Science Resource Center Partnership-Contractual Services** program of the New Haven Board of Education, Account Number #1000-900-414-56694, Location Code 0083. **(Funds received by partner towns offset part of the cost)**

This agreement shall remain in effect from Feb 10, 2020 to June 30, 2020.

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

The development and maintenance of the Regional Science Materials Resource Center Partnership which consist of:

Set up and maintenance of the Science Materials Resource Center Partnership (including arranging of materials after move)

Working with the partner towns to coordinate scheduling and delivery of kits.

Organization, ordering, inventory, and materials management and refurbishment of Science Kits, including usage record keeping

Interfacing/overseeing with part time warehouse personnel.

Interfacing with NHPS financial/custodial systems, as well as partner towns (Hamden, North Branford,).

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Compensation will be made upon submission of **itemized invoices which include a detailed description of the work performed and the dates of service:**

March 15, 2020 \$3000

May 1, 2020 \$10000

June 20, 2020 \$10000

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

Feb 12, 2020 _____
Date

Date

Contractor Printed Name & Title

Revised: 12/3/19

**121 Ridgecrest Dr.,
Cheshire, CT 06410**

**Ellen Kramer,
Science Resource Center Program Manager,**

**129 Orchard Street
New Haven, CT 06511**

**scienceresource@nhboe.net
203-946-2818**

DETAILED SCOPE OF SERVICES: pg 1 of 2

The rate for these services (which includes moving of resource center) is \$237/day for 97 Days (Mar 10, 2020 to June 30 2020).

The development and maintenance of the Regional Science Materials Resource Center Partnership which consist of:

-Set up and maintenance of the Science Materials Resource Center Partnership (including arranging of materials after move):

 be present when approximately 2000 kits are returned to new building.

 direct movers as to how to stack, arrange and move kits and shelves.

 provide quick and efficient inventory of kits and materials.

 Conduct a needs assessment as to kit materials.

 Order needed supplies from a variety of vendors, including price shopping for best price.

-Work with science supervisor to order supplies. Be present when supplies are delivered and inventory, arrange and organize supplies

-Working with the partner towns to coordinate scheduling and delivery of kits.

 Includes consulting with partner towns as to their needs for each of the 25 plus different kits by school, number and grade level.

 Work with the science supervisor to plan and decide on kit rotation for the NHPS schools (~28) and the close to 15 partner schools.

 Work with the towns for them to pick up and drop off kits before and after rotation. Provide inventory and data on kit usage to schools and supervisors as requested.

-Organization, ordering, inventory, and materials management and refurbishment of Science Kits, including usage record keeping.

 Be present essentially full time to make sure the needs of schools are met, including missing supplies, requests for training materials and consulting with teachers, schools and administrators as needed.

 Provide quarterly report on materials and kit inventory and kit usage.

**121 Ridgecrest Dr.,
Cheshire, CT 06410**

**Ellen Kramer,
Science Resource Center Program Manager,**

**129 Orchard Street
New Haven, CT 06511**

**scienceresource@nhboe.net
203-946-2818**

DETAILED SCOPE OF SERVICES: pg 2 of 2

- Interfacing/overseeing with part time warehouse personnel.
 - Work with supervisor to advertise, interview and hire part time personnel.
 - Oversee work of the personnel to organize and refurbish kits, including corrective action as needed.
 - Manage bi weekly payroll, keeping track of hours and adjusting finances as needed.

- Interfacing with NHPS financial/custodial systems, as well as partner towns (Hamden, North Branford,).
 - Working with purchasing department to order supplies, keep track of budget and manage finances of partnership.
 - Work with Human Resources to hire, oversee and pay part time workers.
 - Work with custodial/maintenance staff of NHPS to organize warehouse space, communicate furniture and IT needs, and arrange NHPS kit pick up, drop off and delivery to our 28 schools.

- Work under the direction of NHPS Science Supervisor on any other issues and items as needed.

Compensation will be made upon submission of itemized invoices which include a detailed description of the work performed and the dates of service:

| | |
|-----------------------|----------------|
| March 15, 2020 | \$3000 |
| May 1, 2020 | \$10000 |
| June 20, 2020 | \$10000 |

Ellen M. Kramer
Kramer267@aol.com
121 Ridgecrest Drive Cheshire, CT 06410
(203) 809-7617

Education

1989 **Hamden Adult Education-** Hamden, CT
Real Estate Principles and Practices Course

1985, 1990 **H&R Block, Inc.-** West Haven, CT
Three-month courses covering all aspects of Corporate and Personal Tax Returns

1980-82 **Becker College-** Worcester, MA
Obtained A.S. Degree in Business Administration

1977-80 **Hamden High School-** Hamden, CT

Work Experience

2015-2019 **Science Resource Center -**New Haven Public Schools
Science Resource Center Program Manager
Oversee the organization, ordering and materials management and refurbishment of Science Kits, including interfacing with part time personnel and NHPS system. Successfully deliver over 1800 science kits per year under direction of Science Resource Center Partnership

2002- 2015 **Science Resource Center-** City of New Haven; New Haven, CT
Science Resource Worker
Responsibilities include supplying K-6 science curriculum for New Haven, Hamden, and North Branford public schools, assisting in coordinating receiving, refurbishing, and shipping of over 1700 science kits per year, and helping with day to day operations of the resource center

2/92- 12/93 **H.L. Wilfreds, Inc.-** Mount Carmel, CT
Full Charge Bookkeeper
Responsibilities included accounts payable and receivable payroll, quarterly tax returns, bank reconciliations, and production of weekly financial reports for restaurant and catering business

5/86- 12/91 **Franford Companies, Inc-** New Haven, CT
Full Charge Bookkeeper
Responsibilities included accounts payable and receivable, payroll, quarterly taxes, bank reconciliations, and financial reports for seven corporations and eight partnerships. Operated computer system for all general accounting functions

5/82- 5/86 **Sweet Pea, Inc./Paper Reps East-** New Haven, CT
Full Charge Bookkeeper
Performed various accounting functions for jointly owned businesses consisting of three retail shops and one wholesale distributor. Functions included accounts payable and receivable, payroll, commissions, daily and monthly sales report, bank reconciliations, and quarterly tax returns

References Available upon Request

**PROPOSED SCIENCE RESOURCE CENTER FUNDING MAP SPRING
2020**

| Expenses | | | INCOM E SOURC E | EXPE NSE | NHBoE |
|--------------------|------------------------|-------------------|--------------------------|-----------------|--|
| Facility | Rental of space | | NHBoE In-Kind | | This is equivalent cost. No cost for Orchard Street |
| | Moving/Overtime | | NHBoE In-Kind | \$10,454 | estimated costs of work in warehouse, time managing program, utilities, etc.. |
| | Supervisor time | | | | |
| Fiscal Management | | | | | |
| Staffing | Project Coordinator | Contract Services | Hamden | \$13,000 | 19041400 -56694 |
| | Project Coordinator | Contract Services | NH Gen Funds (in budget) | \$10,000 | 19041400 -56694 |
| | Part time help | Part Time Payroll | NH Gen Funds (in budget) | <u>\$12,000</u> | 19041400 -50136 |
| Materials/Supplies | Kit Supplies/equipment | Supplies | NH Gen Funds (in budget) | <u>\$25,000</u> | 19041400 -55520 |
| | | | TOTAL NH GEN FUNDS | \$63,000 | 19041400 -xxxxx |
| | | | | \$121,726 | (\$76000GenFunds 190623, \$23,000 Contract \$12000 PTpayroll, \$25,000 supplies) |

**PROPOSED SCIENCE RESOURCE CENTER FUNDING MAP SPRING
2020**

| Expenses | | | INCOM E SOURC E | EXPE NSE | NHBoE |
|-----------------|----------------------------|----------------------------|--|----------------------|---|
| Revenue | | Fee per kit | | | |
| | New Haven: 401 | \$157 | NHBoE In-Kind Contrib ution | \$62,95 7 | New Haven Contribution: \$63000 Gen Funds and inkind |
| | Hamden:83 | \$157 | 13,000 | | |
| | | | | | |
| | North Branford: | \$157 | - | | \$23,000 to contract 19041400 56694 |
| Total | | | | INCO ME | 12000 to payroll 19041400 50136, |

**Total Cost
of Program
(including
rent):
\$121726,
\$90000 in
general
funds
budget for
19-20**

Total GenFunds (623): \$13000(other towns)+ \$63,000 (NH genfunds)=\$73000(without rent & in kind)

**New Haven contribution (\$70000 +\$20,000+\$73140rent +15840 other in kind=\$178980,
NewHaven cash cost w/out rent/inkind =\$90000**

New Haven Cost per student (10,422 students): \$6.05 for elementary science cash cost for spring

SPRING ROTATION 2018-19

- Barnard K: 3 Wood, 1st: 2 Organism (Share) , 2nd: 2 Butterfly , 3rd: 3 PlantGrowth, 4th: 2 Land/Water , 5th: 1 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)
- Beecher K: 2 Trees(has), 1st: 2 Organism (Share) , 2nd: 2 Butterfly , 3rd: 2 PlantGrowth, 4th: 2 Land/Water , 5th: 1 MicroWorlds , 6th: 2 Ecosystems to share (return Jun)
- Betsy Ross 5th: 2 MicroWorlds , 6th: 3 URI WaterShed to share (return Jun)
- Bishop Woods K: 2 Trees, 1st: 2 CompareMeasure , 2nd: 2 Butterfly , 3rd: 2 PlantGrowth, 4th: 2 Motion/Design , 5th: 1 MicroWorlds , 6th: 1 Ecosystems to share (return Jun)
- Celentano K: 2 Trees(has), 1st: 2 SunShadow , 2nd: 2 Butterfly , 3rd: 2 Rocks, 4th: 2 Electric Circuits , 5th: 1 MicroWorlds , 6th: 1 Ecosystems to share (return Jun)
- Brennan/Rogers K: 3 Wood, 1st: 2 Organism (Share) , 2nd: 3 Soil (share) , 3rd: 2 ChemTest, 4th: 2 Land/Water , 5th: 2 MicroWorlds , 6th: 1 Ecosystems to share (return Jun)
- Clinton Ave. K: 3 Weather, 1st: 3 Organism (Share) , 2nd: 3 Butterfly , 3rd: 3 PlantGrowth, 4th: 3 Electric Circuits , 5th: 2 MicroWorlds , 6th: 2 Ecosystems to share (return Jun)
- Columbus K: 3 Trees(has), 1st: 3 CompareMeasure , 2nd: 3 Butterfly , 3rd: 3 PlantGrowth, 4th: 3 Motion/Design , 5th: 2 MicroWorlds , 6th: 2 URI WaterShed to share (return Jun)
- Conte/West Hills K: 3 Weather, 1st: 3 CompareMeasure , 2nd: 3 Butterfly , 3rd: 3 PlantGrowth, 4th: 3 Land/Water , 5th: 2 MicroWorlds , 6th: 2 URI WaterShed to share (return Jun)
- Davis K: 3 Weather, 1st: 2 Organism (Share) , 2nd: 2 Soil (share) , 3rd: 2 ChemTest, 4th: 2 Land/Water , 5th: 1 MicroWorlds , 6th: 1 Ecosystems to share (return Jun)
- East Rock K: 3 Trees(has), 1st: 2 Organism (Share) , 2nd: 2 Soil (share) , 3rd: 2 Rocks, 4th: 2 Land/Water , 5th: 1 MicroWorlds , 6th: 1 Ecosystems to share (return Jun)
- Edgewood K: 2 Wood, 1st: 2 CompareMeasure , 2nd: 2 Butterfly , 3rd: 2 Rocks, 4th: 2 Electric Circuits , 5th: 1 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)
- Fair Haven K: 4 Wood, 1st: 4 CompareMeasure , 2nd: 4 Soil (share) , 3rd: 4 Rocks, 4th: 4 Land/Water , 5th: 2 MicroWorlds , 6th: 3 URI WaterShed to share (return Jun)
- Hill Central K: 2 Wood, 1st: 2 Organism (Share) , 2nd: 2 Butterfly , 3rd: 2 PlantGrowth, 4th: 2 Electric Circuits , 5th: 1 MicroWorlds , 6th: 2 URI WaterShed to share (return Jun)
- Jepson K: 0 Wood, 1st: 5 CompareMeasure , 2nd: , 3rd: 5 ChemTest, 4th: 4 Electric Circuits , 5th: 3 MicroWorlds , 6th: 2 URI WaterShed to share (return Jun)
- Daniels K: 2 Weather, 1st: 3 Org , 2nd: 2 Butterfly , 3rd: 2 PlantGrowth, 4th: 3 Electric Circuits , 5th: 1 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)
- Martinez K: 3 Wood, 1st: 2 CompareMeasure , 2nd: 2 Butterfly , 3rd: 2 PlantGrowth, 4th: 3 Electric Circuits , 5th: 1 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)
- King Robinson K: 2 Trees(has), 1st: 2 SunShadow , 2nd: 2 Butterfly , 3rd: 2 ROCKS, 4th: 2 Land/Water , 5th: 1 MicroWorlds , 6th: 3 Ecosystems to share (return Jun)
- Lincoln Bassett K: 2 Wood, 1st: 3 Organism (Share) , 2nd: 3 Butterfly , 3rd: 2 PlantGrowth, 4th: 2 Electric Circuits , 5th: 1 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)
- MauroSheridan K: 2 Weather, 1st: 2 SunShadow , 2nd: 2 Butterfly , 3rd: 2 Rocks, 4th: 3 Land/Water , 5th: 2 MicroWorlds , 6th: 1 Ecosystems to share (return Jun)
- West Rock K: 2 Wood, 1st: 2 SunShadow , 2nd: 2 Butterfly , 3rd: 2 Rocks, 4th: 2 Motion/Design
- Nathan Hale K: 2 Weather, 1st: 2 Organism (Share) , 2nd: 3 Butterfly , 3rd: 2 Rocks, 4th: 3 Electric Circuits , 5th: 1 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)

Quinnipiac K: 2 Wood, 1st: 2 CompareMeasure , 2nd: 2 Butterfly , 3rd: 2 Soil(share), 4th: 2 Electric Circuits , 5th: 1 MicroWorlds ,

Rclemente K: 2 Wood, 1st: 3 CompareMeasure , 2nd: 2 Solids/Liquids , 3rd: 3 Rocks, 4th: 3 Electric Circuits , 5th: 2 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)

Ross/Woodward K: 3 Wood, 1st: 3 SunShadow , 2nd: 3 Butterfly , 3rd: 3 ChemTest, 4th: 3 Land/Water , 5th: 2 MicroWorlds , 6th: 2 Ecosystems to share (return Jun)

STRONG K: 3 Wood, 1st: 3 CompareMeasure , 2nd: 3 Butterfly , 3rd: 3 PlantGrowth, 4th: 3 Motion/Design ,

Troup K: 2 Weather, 1st: 2 CompareMeasure , 2nd: 2 Soil (share) , 3rd: 2 ChemTest, 4th: 3 Electric Circuits , 5th: 1 MicroWorlds , 6th: 2 Ecosystems to share (return Jun)

Truman K: 2 Weather, 1st: 2 Organism (Share) , 2nd: 2 Solids/Liquids , 3rd: 2 Rocks, 4th: 2 Motion/Design , 5th: 2 MicroWorlds , 6th: 2 URI WaterShed to share (return Jun)

W. Hooker K: 2 Weather, 1st: 2 CompareMeasure , 2nd: 2 Butterfly , 3rd: 2 Rocks, 4th: 2 Motion/Design , 5th: 1 MicroWorlds , 6th: 1 URI WaterShed to share (return Jun)

Wexler/Grant K: 2 Weather, 1st: 2 Organism (Share) , 2nd: 2 Solids/Liquids , 3rd: 2 Rocks, 4th: 2 Electric Circuits , 5th: 1 MicroWorlds , 6th: 1 Ecosystems to share (return Jun)

HAMDEN K: , 1st: 21 Sunshine , 2nd: 19 Butterfly , 3rd: 19 ChemTest, 4th: 22 Motion/Design , 5th: , 6th: 20 WaterResources

NORTH BRANFORD K: , 1st: 6 Organisms , 2nd: 6 PlantGrwth , 3rd: 6 Rocks, 4th: 6 Land/Water , 5th: , 6th:

new haven K: 23 Weather, 1st: 11 SunShadow , 2nd: 13 Soil (share) , 3rd: 24 PlantGrowth, 4th: 14 Motion/Design , 5th: , 6th: 24 URI WaterShed to share (return Jun)

new haven K: 24 Wood, 1st: 24 Organism (Share) , 2nd: 6 Solids/Liquids , 3rd: 14 ChemTest, 4th: 25 Land/Water , 5th: , 6th: 18 Ecosystems to share (return Jun)

new haven K: Wood, 1st: 33 CompareMeasure , 2nd: 47 Butterflies , 3rd: 30 Rocks, 4th: 34 Electric Circuits , 5th: 40 Microworlds

Available to NH K: 64 Weather, 1st: 16 SunShadow , 2nd: 30 Soil (share) , 3rd: 50 PlantGrowth, 4th: 28 Motion/Design , 5th: , 6th: 29 URI WaterShed to share (return Jun)

Available to NH K: 28 Wood, 1st: 28 Organism (Share) , 2nd: 35 Solids/Liquids , 3rd: 39 ChemTest, 4th: 35 Land/Water , 5th: , 6th: 30 Ecosystems to share (return Jun)

Available to NH K: , 1st: 41 CompareMeasure , 2nd: 48 Butterflies , 3rd: 32 Rocks, 4th: 60 Electric Circuits , 5th: 40 Microworlds , 6th:



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