



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Denise Duclos  
**Date:** September 15, 2020  
**Re:** Agreements with 4 Child Day Care sub-contractors

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Please ***answer all questions and attach any required documentation as indicated below.*** Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Friends Center for Children  
Lulac Head Start  
Montessori School on Edgewood  
Morning Glory Early Learning Center
  
2. **Description of Service:** The sub-contractors will provide infant, toddler and preschool programming for 136 children ages 6weeks to 5 years.
  
3. **Amount** of Agreement and hourly or session cost:  
\$196.94/infant or toddler, weekly for full-day  
\$ 68.90/infant or toddler, weekly for wrap-around  
\$165.32/preschooler, weekly for full day
  
4. **Funding Source** and account number: 2090 6339 56697 Loc 0442
  
5. **Continuation/renewal or new Agreement?**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much?  
This is a renewal contract. The costs have not increased.
  - b. What would an alternative contractor cost:  
The rates are set by the CT Office of Early Childhood
  - c. If this is a continuation, when was the last time alternative quotes were requested?  
As rates are set by the State, alternative quotes are not required.
  - d. For new or continuation: is this a service existing staff could provide. If no, why not?  
This is a service for full-day, full year infant-toddler care and is not within the scope of the public schools' mission.

**6. Type of Service:**

**Answer all questions:**

- a. Professional Development? This is not a professional development service
  - 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) This service is specifically for working families who need infant and toddler care.

**7. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business?  
All 4 contractors are operated by women of which 1 is a for-profit center owned and operated by a women of color.
- b. Is the Contractor Local?  
All 4 contractors are local
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?  
Three contractors are local Not-for Profit organizations. One contractor is For-Profit
- d. Is the Contractor a public corporation?  
None of the contractors are public corporations.
- e. Is this a renewal/continuation Agreement or a new service?  
This is continuation service, the 3<sup>rd</sup> year of a 4-year contract.
- f. If it is a renewal/continuation has cost increased? If yes, by how much?  
Costs have not increased.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:  
The output of the Agreement will be children entering preschool and kindergarten developmentally prepared.

**8. Contractor Selection:**

**Answer all questions**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.  
All 4 contractors operate high quality, developmentally appropriate care and learning programs for infants and toddlers. All meet the State standards of qualified staff, curriculum aligned with the CT Office of Early Childhood's Early Learning and Development Standards and, are accredited by the National Association for the Education of Young Children.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?  
The contractors were originally selected by New Haven Public Schools because they were centers that met all the criteria required by the CT Office of Early Childhood.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor:  
The contractors were selected by the former NHPS Early Childhood Supervisor using criteria from the CT Office of Early Childhood.

## 9. Evidence of Effectiveness & Evaluation

### Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?  
The contractors meet a very specific and crucial need for affordable infant and toddler care in New Haven. The contracted infant and toddler spaces are available to working families. There is a sliding fee scale based on family income and size. There are no administrative funds connected with this State contract and so monitoring is limited to file reviews, ability to maintain full enrollment and bi-annual site visits to observe in classrooms. This is in addition to the State's own monitoring during licensing inspections and random site visits.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.  
A copy of a joint State/Local monitoring report is available.
- c. How is this service aligned to the District Continuous Improvement Plan?  
Providing young families with high quality early care and education supports children's development and guides parents to observe and nurture their children's learning, their joy of exploring the world and to be aware of key developmental milestones. Children who have been guided in this way by both parents and caregivers are well prepared to successfully meet future learning expectations.

## 10. Why do you believe this Agreement is fiscally sound?

The services provided under this agreement are critical to our community. They offer young families 12 months of quality care and education for our youngest learnings that is affordable. By subsidizing this service, infant/toddler programs are able to offer this service to low and moderate income families who would otherwise have limited choices.

## 11. What are the implications of not approving this Agreement?

The New Haven Public Schools has long held the State contract for these services. Agreements not approved would require the State to make the funds available to other communities with an interest in overseeing the services.



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

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

**Please Type**

Contractor full name: Friends Center for Children

Doing Business As, if applicable:

Business Address: 227 East Grand Avenue

Business Phone: 203-468-1966

Business email: [allyx.s@friendscenterforchildren.org](mailto:allyx.s@friendscenterforchildren.org)

SS# OR Tax ID #:

Funding Source & Acct # including location code: 2090-6339-56697 Loc 0442

Principal or Supervisor: Denise Duclos, School Readiness Project Director

Agreement Effective Dates: From 09/01/2020 to 06/30/2021

Hourly rate or per session rate or per day rate: Weekly rates: \$196.94/infant-toddler;  
\$165.32/prek child

Amount: **\$204,912.20** with COLA at **\$2,031.97** for a total of **\$206,944.17**

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

The contractor will provide a full day, 10 month program for infants and toddlers of New Haven families. Fees will be based on the family's income and size.

Submitted by: \_\_\_\_\_

*Denise Duclos*

Phone: 475-220-1470



NEW HAVEN PUBLIC SCHOOLS

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

**Friends Center for Children**  
for the  
New Haven Early Childhood Department

This Agreement entered into on the 19<sup>th</sup> day of August 2020, effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of September, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, Friends Center for Children located at, 227 East Grand Avenue, New Haven, CT 06513 (herein referred to as the “Contractor”).

**Compensation:** Pending receipt of State Award, the maximum amount the contractor shall be paid under this agreement: two hundred six thousand nine hundredforty-four dollars and 17cents (\$206,944.17). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

The Board shall pay the contractor for satisfactory performance of the following services:

20 The per child rate for **full day/full year infant/toddler care** services is \$196.94/week for 43 weeks. The total for contracted spaces will not exceed  
TOTAL \$169,368.40

5 The per child rate for **full day/full year preschool** services is \$165.32/week for 43 weeks. The total for all contracted spaces will not to exceed \$35,543.80  
TOTAL

Per the CT Office of Early Childhood, the Contractor will receive a COLA increase of \$2,031.97 for the purpose of increasing staff salaries.

**Fiscal support** for this Agreement shall be by CT Office of Early Childhood’s Child Day Care Contract Program of the New Haven Board of Education,

**Account Number:** 2 0 9 0-6 3 3 9—5 6 6 9 7 **Location Code:** 0 4 4 2

This agreement shall remain in effect from September 1, 2020 to June 30, 2021.

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

The Contractor will provide full day early care and education services to 20 infants and toddlers and 5 preschool age children.

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

**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education **prior to service start date**. 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.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

9/15/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Allyx Schiavone, Executive Director  
Contractor Printed Name & Title



## NEW HAVEN PUBLIC SCHOOLS

### EXHIBIT A

#### DETAILED SCOPE OF SERVICE AGREEMENT SPECIAL TERMS AND CONDITIONS FOR CHILD DAY CARE PROVIDERS (referred to as the "Contractor")

##### Overview of Child Day Care

Child Day Care programs provide early care and education to infants, toddlers and/or preschoolers who meet certain eligibility requirements, including income below 75% of the state median income. The programs are located in various towns and cities across Connecticut. Section 8-210 of the Connecticut General Statutes (C.G.S.) specifies that the purpose of this funding is for the development and operation of child day care centers for children disadvantaged by reasons of economic, social or environmental conditions pursuant. The Program is administered by the CT Office of Early Childhood (OEC).

The Child Day Care funding provides 136 spaces in 4 New Haven child care centers for children age 6 weeks to 5 years. New Haven Board of Education is the fiscal agent for the grant. The School Readiness Office (SRO), located in the New Haven Public Schools' Early Childhood Department is the Board's designee for the grant.

The Child Day Care Contractor will provide an early care and education program including the services listed below and as outlined in the OEC's General Policies for State-funded Programs and its Licensing Unit.

##### SECTION 1: FAMILY ELIGIBILITY, RECRUITMENT AND OUTREACH

###### Eligibility

1. The Contractor is responsible for recruitment and enrollment of eligible children. Income eligible families are those whose gross income is at or below 75% of the State Median Income as determined by the OEC. The Office of Early Childhood shall notify the contractor, in writing, of the state's median income guidelines. When a family's gross income reaches or exceeds the 75% state median income level, the family's currently enrolled child(ren) may remain in the program so long as the family pays the applicable fees and remains eligible under all other conditions. If a family's gross income exceeds 100% of the state median income, programs will consult with the Child Day Care Program Manager regarding continuing eligibility and applicable fees. Programs shall determine family income eligibility before enrollment and will re-determine per child fees at least annually thereafter.
2. Residency Requirements: Child Day Care Programs shall limit the provision of services to families who reside in the state of Connecticut, except that families who reside in the states of Massachusetts, New York and Rhode Island who work in Connecticut and receive a child care subsidy from their state of resident which may be used in Connecticut, may receive services under the Child Day Care Contract.
3. Work Requirements: Families enrolled under the Child Day Care Contract, 80% of enrolled children's families shall be earning income through employment. If a family's work status changes, programs can continue to provide services if:
  - a. The family can be included in the 20% of families not required to be earning income through employment. The program may enter into an agreement with a family regarding their efforts to find work and/or enter into a training or education program with an ultimate goal of employment. It will be the programs responsibility to set expectations regarding documentation and follow-up as to adherence to this agreement.
4. Under-utilization: Contractors that are not at full capacity by October 31<sup>st</sup> must submit a recruitment plan by November 15<sup>th</sup> for approval by the School Readiness Office. The Board may amend the Agreement to reduce the Contractor's allocation.
5. Vacancies: Any Child Day Care spaces that become vacant during the year will be filled no later than the following month.
6. Outreach: Contractors are to keep documentation of their outreach efforts. Contractors who also receive School Readiness fund must include contacts with the organizations that have Memoranda of Understanding with the New Haven Early Childhood Council as well as businesses and other organizations within the vicinity of the center.
7. Contractors who are at capacity must share their waitlist with the School Readiness Office.
8. Families are to be made aware that their child's space in the program is subsidized by New Haven Child Day Care funds and how to contact the SRO with questions or complaints.

## **SECTION 2: EDUCATION EXPECTATIONS**

### **A. EDUCATIONAL SERVICES**

1. Learning environment, curriculum and assessment
  - a. The Contractor will provide a developmentally appropriate, play-based early care and education program for children age 6 weeks to 4 years old.
  - b. For each group weekly Learning Experience Plans will be developed, followed and archived. The content of each plan will be based on children's interests and the CT Early Learning and Development Standards (ELDS). Curriculum standards that have been cross-walked with the ELDS may also be used.
  - c. A developmental screening tool will be used within the first 45 days of a child's entry into the program. Acceptable screening tools include: the Ages and Stages Questionnaire and the Ages and Stages Social/Emotional Questionnaire (ASQ) or other screen approved by the School Readiness Office.
  - d. Classroom staff will document children's growth, understanding and skill in the areas of: cognition; social; emotional; physical health; language and literacy; creative arts; mathematics; science; and, social studies. Documentation should include teacher observations, work samples and parent input.
2. Family participation
  - a. Ongoing documentation will culminate in two annual assessment periods. Teachers will share the assessment with parents at 2 parent-teacher conferences annually. At least 80% of parents will attend 2 annual conferences. Documentation will include conference times and length, the comments and signature of parents.

### **B. STAFFING**

#### **a. HIRING AND STAFFING LEVELS**

- a. Contractors will maintain adequate teacher:child ratios that at minimum, adhere to the OEC Day Care Licensing Regulations.
- b. Any staff changes will be reported within 5 days to the School Readiness Office on the Staffing Coverage Form and added to the CT Registry.

#### **b. EDUCATION REQUIREMENTS**

Each classroom will meet the following:

- a. OEC Day Care Licensing regulations
- b. OEC Quality Staff Member education requirements
- c. NAEYC or Head Start requirements

#### **c. STAFF ORIENTATION, STAFF DEVELOPMENT**

All staff will have:

- a. The understanding, skills and experience to work with their assigned age group and families they serve.
- b. An orientation within the first two weeks of hire. This must include an overview of the OEC policies, procedures and expectations related to the Child Day Care Program.
- c. A staff development plan that includes the education requirements set forth by OEC's Bureau of Early Care and Education and its Licensing Unit, NAEYC. Staff training will be documented in each staff members file.
- d. Staff development plans will also include: training in the CT ELDS, CT DOTS or similar systems; regular observations by the program leader and/or education consultant at minimum quarterly and preferably once a month; and will include the staff members own goals. The plan will include measurable outcomes, serve as part of the annual evaluation and be updated at least twice a year..
- e. A program-wide staff development plan with proper documentation as required by NAEYC.

#### **d. SUPERVISION**

- a. All staff will be supervised by the program's education leader or designee with the skills and knowledge to support their professional learning. Supervision will include classroom observations, regular meetings with staff and a plan of goals, action steps and measures of progress as well as the strengths observed and contributions made to the program.
- b.1 Contractors are required to report any alleged act of commission or omission, suspicion of child abuse or neglect to all regulatory agencies within 24 hours, the School Readiness Office (SRO), the OEC, NAEYC and/or Head Start. Notification must include the date and time of the alleged act and the nature of the complaint. The Contractor must also notify the SRO of the results of any investigation and any actions taken by the Contractor to correct the situation.
- b.2 Contractors will also inform the SRO of any notification to DCF against a parent or non-employee of a CDC funded child.



### SECTION 3: REPORTING REQUIREMENTS AND RECORD KEEPING

#### A. REPORTING REQUIREMENTS

Annual program evaluations, surveys or other documents requested by OEC and/or the SRO on behalf of the New Haven Board of Education are to be made available during regular business hours.

For Contractors receiving over \$300,000 in combined state funds, an annual audit is to be submitted no later than Dec 31.

All reports are to be submitted by the due date. The monthly reporting periods and due dates are listed on the chart below.

Monthly Reports include:

1. Financial Report, including accounting for the collection and use of parent fees and Care for Kids funds consistent with the terms of this Contract.
2. The monthly Program Status Report (PSR) and its accompanying Enrollee Roster Report (OEC-CDC PSR-E).
3. All Contractors are to update their program's information on the CT Registry and the ECIS systems on a monthly basis.
4. Any staff changes are to be reported to the SRO within 5 business days, by updating the Staffing Coverage Plan.
5. Using the protocol established by the OEC, all state funded programs are to email the SRO the required NAEYC, OEC and DCF documents.

#### B. RECORD KEEPING

1. Staff files: contain a cover sheet listing completion dates of professional development training, staff self-evaluation, annual PD goals and, annual evaluations with supporting documentation on file. Notes of education leaders' and/or their designees' classroom observations, meetings with individual teachers, teaching teams and full staff are documented and outline next steps and a timeline.
2. Child files Enrollment: contain a checklist listing all the documents required by OEC Licensing Unit and the SRO, with supporting documents on file. Records of daily family sign in/out sheets and daily attendance are kept on file and agree with the data submitted on the PSR and in the ECIS.  
Child files Assessment: there is a system to track teachers' observation notes and assessments to ensure that all domains are assessed with ample supporting documentation. Assessments should be completed at least twice a year.
3. The Contractor will maintain books, records, documents, program and individual service records, evidence of its accounting and billing procedures and practices for a period of 3 years.

### SECTION 4: COMPENSATION, PROGRAM MONITORING AND PROVISIONS

Compensation will be made upon the submission of an invoice and is contingent on 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 by the deadlines stipulated in the Contract, the Board will delay payment until such time the report(s) are submitted and approved.

Current Child Day Care Rates:

- Full Time Infant/Toddler--Care for children from six weeks to three years of age who attend at least 30 hours per week. Care is to be available 10 hours per day for five days per week, for 50 weeks. The monthly rate is \$853.40/child.
- Infant/Toddler Wrap-Around--Care for children from six weeks to three years of age to extend the hours, days and/or weeks of child care to children who are in an existing part time program whose parents need a full day/full year program. Wrap-around care provides for sufficient hours to insure the provision of care for a minimum of 10 hours per day for five days per week for 50 weeks. The monthly rate is \$298.56.
- Full Time Preschool--Care for children from three years to five years of age who attend at least 30 hours per week. Care is to be made available for 10 hours per day, five days per week for 50 weeks. The monthly rate is \$716.38. In addition, children enrolled in a child day care funded space during the months of September, October, November or December, who will be three on or before January 1, may be enrolled as a three-year-old

Monitoring: The Contractor will make all records and documents required under this Agreement as outlined here or in OEC Policies available to the SRO or its designee, the SR Fiscal Officer or their designee and the OEC. Scheduled monitoring visits will take place twice a year. The SRO and OEC reserve the right to make unannounced visits.

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.

Access: The information shall be available during the hours of the Contractor's program operation and at all other reasonable times for monitoring, inspection, review or audit by employees or agents of the Board and/or the supervising state agencies. The Board reserves the right to conduct unannounced visits to funded sites to confirm reported data.

Complaints: The Contractor will ensure that all families funded through Child Day Care funds are aware of their rights to have their concerns/complaints addressed. The Contractor will inform families in writing of the steps to follow to have a complaint/concern resolved. This will include the contact information for the SRO.

Suspension and/or Expulsion: No child should be expelled or suspended from a program. In the rare instances when a child’s behavior jeopardizes the safety of themselves or others, the Contractor will immediately notify the SRO in writing of the situation and the actions taken to date to remedy the concern. The Board reserves the right to eliminate the funded spaces in cases where it deems the termination is not in keeping with the intent of the Child Day Care funding.

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, gender identity, 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 that 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 transfer of clients served under this Agreement to a new program and will assist in the orderly cessation of the operations under this Agreement and return of all property purchased with Child Day Care funds.

Termination and Default: if the Contractor fails to fulfill its obligations under this contract, the Board 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.

**SECTION 6: OUTCOME MEASURES**

OUTCOMES	MEASURES
Improve access to infant and toddler care for Greater New Haven families.	Maintain a monthly utilization rate of 95% to 100% from September to June 30. Programs have a detailed recruitment plan to reach out to families including families in underserved neighborhoods. Vacant spaces will be filled within 15 business days.
Reduce the chronic absenteeism rate.	Chronic absenteeism is defined as a monthly attendance rate of less than 85%. When attendance falls below 85%, families will be contacted, reasons for the absences and a plan to improve attendance will document progress.
Increase the quality of infant and toddler early childhood programs by recruiting and maintaining the current OEC education requirement: at least one teacher in every classroom with a minimum of a CDA and 12 early childhood credits.	100% classrooms, including non-funded rooms will meet the staff education requirement.
By July 1, 2022, programs will hire teachers who meet the OEC’s increased educational standards by having a minimum of 50% of classroom lead teachers with an approved Associate’s Degree.	Child Day Care programs have individual education plans for each staff member that includes meeting the OEC July 1, 2022 goal. Education plans are updated every six months and show progress toward the goal.
Increased growth in all developmental domains	Classroom environments and weekly Learning Experience Plans will align and consistently include strategies to support children’s development as outlined in the OEC’s Early Learning Development Standards (ELDS). Assessment documentation will show 95% of all children have made progress in each developmental domain.



## 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