



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: **Higher Heights Youth Empowerment Programs, Inc.**

Doing Business As, if applicable:

Business Address: **157 Church St., New Haven, CT 06510**

Business Phone: **475-655-3117**

Business email: **chaka@higherheightsyouth.org**

Funding Source & Acct # including location code: **2553-6399-56697-0063**

Principal or Supervisor: **Shawn True**

Agreement Effective Dates: From **11/15/2022**. To **06/30/2023**.

Hourly rate or per session rate or per day rate. **\$29,000 for a full year of Higher Heights services (5 days/wk), as well as \$2000 to fund college trips.**

Total amount: \$31,000

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

Higher Heights will offer programming related to college access to Career HS juniors and seniors, including financial aid, budgeting, applications, parent workshops, and support and motivation around academic achievement, as well as facilitating guest speakers to motivate and inform students. Higher Heights will be present at Career HS 5 days a week for 38 weeks and will also run evening events (e.g., FAFSA parent event), as well as a Decision Day event.

Submitted by: Shawn True Phone: 475-220-5000



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Shawn True
Date: November 7, 2022
Re: Higher Heights Youth Empowerment Programs, Inc. Agreement with Hill Regional Career High School

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:** Higher Heights Youth Empowerment Programs, Inc.

Description of Service: Higher Heights will offer programming related to college access to Career HS juniors and seniors, including financial aid, budgeting, applications, parent workshops, and support and motivation around academic achievement.

2. **Amount of Agreement and hourly or session cost:** \$29,000 for Higher Heights services plus \$2000 for college trips. Higher Heights will be at Career HS 5 days a week and will run evening events (e.g., FAFSA parent event) and a Decision Day event.

3. **Funding Source and account number:** ESSER 2553-6399-56697-0063

4. **Approximate number of staff served through this program or service:** N/A

5. **Approximate number of students served through this program or service:** 135

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

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal. Only cost increase is in amount for guest speakers because the program was so successful last year, and we want to invite more people in. Range of honorarium rates remains the same.
- b. What would an alternative contractor cost? There are no other programs in our area that have the breadth and depth of experience with NHPS that Higher Heights does.
- c. If this is a continuation, when was the last time alternative quotes were requested? N/A
- d. For new or continuation: is this a service existing staff could provide. If no, why not? With only one school counselor and counselor assistant serving our school, we are unable to provide this level of service for students and families without Higher Heights.

7. Type of Service:

Answer all questions:

- a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program? Programming will take place primarily during the school day
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe): Higher Heights will work directly with students and families to promote college access and to support applications to college and pursuit of funding.

8. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Yes
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Yes, they are a 501c3 organization, local
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? Only cost increase is in amount for guest speakers because the program was so successful last year, and we want to invite more people in. Range of honorarium rates remains the same.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: This agreement will support our school counselor, Senior Advisory teachers in their work with students.

9. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: Higher Heights Youth Empowerment Programs, Inc (HHYEP) is a 501(c) (3) community-based COLLEGE ACCESS PROGRAM partnered with the National College Access Network. Founded in 2004, HHYEP provides college preparation services to high school students, grade 9 thru 12, and their families, throughout the New Haven and Fairfield Counties. They also provide technical assistance and professional development to school districts and community organizations. They are centrally located in New Haven, Connecticut. The mission of Higher Heights Youth Empowerment Programs, Inc. is to change the lives of under-represented college bound students to EMPOWER, ENCOURAGE, and EQUIP them to obtain a post-secondary education. They provide a host of services that consist of invaluable youth programs, such as college planning, test preparation, career planning, tutorial services, and seminars.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Higher Heights has a record of success in New Haven Public Schools.

- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Heights was proposed as a service provider in SIG application, and the grant proposal was approved by the state.
- d. Who were the members of the selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

10. 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?
While our School Counselor worked hard to meet all students' needs during the shutdown due to COVID-19, there are still students who need considerable support in order to access and succeed in higher education. Performance will be measured by the number of FAFSA and post-secondary applications filed by our students; we will also survey students about the program and will track college persistence.
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
Attached
 - c. How is this service aligned to the District Continuous Improvement Plan? This service aligns directly with the NHPS Strategic Plan Goal 4: Preparation for College, Career, and Life. It also aligns with Goal 5: Unwavering Commitment to Equity, Growth, and Progress.
11. Why do you believe this Agreement is fiscally sound? \$29,000 for a full year of these services is a low cost for this level of service and reasonable for the number of students served. The \$5000 in funding for college trips.
12. What are the implications of not approving this Agreement? If not approved, Career HS students will have their School Counselor to support them, but they will not have access to anyone focused solely on their post-secondary application and preparation process like we will have if this agreement is approved.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Higher Heights Youth Empowerment Programs, Inc.

FOR DEPARTMENT/PROGRAM:

Hill Regional Career High School

This Agreement entered into on the 7th day of November 2022, effective (no sooner than the day after Board of Education Approval), the 15th day of November, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Higher Heights Youth Empowerment Programs, Inc. located at, 157 Church St., 19th Floor, New Haven, CT 06510 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 29,000.00 for a total of 38 weeks (5 full school days/week), as well as special events for students and families, and \$2000.00 for college trips.

The maximum amount the contractor shall be paid under this agreement: Twenty-nine thousand dollars (\$29,000). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support ARP ESSER Carryover Program of the New Haven Board of Education,
Account Number: 2553 6399 56697. **Location Code:** 0063.

This agreement shall remain in effect from 15 November 2022 to 30 June 2023.

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

Higher Heights will offer programming related to college access to Career HS juniors and seniors, including financial aid, budgeting, applications, parent workshops, and support and motivation around academic achievement, as well as facilitating guest speakers to motivate and inform students. Higher Heights will be present at Career HS 5 days a week for 38 weeks and will also run evening events (e.g., FAFSA parent event), as well as a Decision Day event.

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

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' 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.

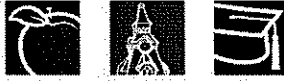

Contractor Signature

President
New Haven Board of Education

9/28/22
Date

Date

Chaka Felder-McEntire (Executive Director)
Contractor Printed Name & Title



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.