

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Higher Heights Youth Empowerment Programs, Inc. AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT# 96399123

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ARP ESSER III DATE: May 16, 2023

FUNDING SOURCE FOR AGREEMENT: ARP ESSER III CARRYOVER

ACCT # FOR AGREEMENT: 2553-6399-56697-0063

ORIGINAL AMOUNT OF AGREEMENT: \$31,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$31,000.00

x ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0.00

_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$31,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: CAREER ESSER III 2553 6399 56697 0063

DESCRIPTION AND NEED FOR AMENDMENT: The contract dates from 11/15/2022 to 6/30/2023 is 27 weeks (change from 38 weeks in original contract). This error is affecting the way the daily rate calculates. This amendment is to change the wordage in description of services from 38 weeks to 27 weeks to reflect the actual contract dates.

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

CONTRACTOR'S SIGNATURE: *Caleb Lidd* _____ 5/16/23
(Name) (Date)

Executive Director
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT# 96399123



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

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

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*. 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


Date

10/24/2022
Date

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

Revised: 8/2021



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