



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: New Haven Collaborative

Doing Business As, if applicable:

Business Address: 843 Whalley Ave., New Haven, CT 06515

Business Phone: 203-786-6403

Business email: rcavallaro@ccp-ct.org / dabrams@ccp-ct.org

Funding Source & Acct # including location code: ARP ESSER III Carryover,
account # 2553-6399-56694, Location Code: 0490

Principal or Supervisor: Typhanie Jackson/Kara Buontempo/Amy Miller

Agreement Effective Dates: From 08/30/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate.
In an amount not to exceed \$375,000.00

Total amount: Fees for Services – The District and CCP-CT will agree on the following cost estimates and charges prior to the commencement of the Service:
\$375,000.00

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

- **The New Haven Public Schools will offer an educational program known as the Pathways/Riverside Collaborative Program up to a maximum of 10 “at risk” students who are residents of New Haven.**

Submitted by: Typhanie Jackson/Kara Buontempo/Amy Miller
Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Director of Special Education/Student Services
Date: December 08, 2022
Re: New Haven Collaborative

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: Children's Community Program Connecticut

2. Description of Service: The New Haven Public Schools will offer an educational program known as the Pathways/Riverside Collaborative Program to "at risk" students. The Board and CCP-CT have determined that this service/program can and should, at this time, be delivered at and through CCP-CT. CCP-CT will provide services to 10 students who are residents of New Haven. CCP-CT will hire, train, supervise, make available, and discipline if applicable, all teachers, staff and related service providers as are necessary for the delivery of education to the students. The staff will implement in all respects the 504 plans, and/or IEP's of any disabled students having such plans. CCP-CT staff will provide educational services to all the students in accordance with curriculum, materials and instructional levels which comply with the applicable standards issued by the Connecticut State Department of Education.

3. Amount of Agreement \$375,000.00 for a maximum of 182 school days during the 2022-2023 school year.

4. Funding Source and account number: ARP ESSER III Carryover, account # 2553-6399-56694, Location Code: 0490

5. Approximate number of staff served through this program or service: None

6. Approximate number of students served through this program or service: Maximum 10 students.

7. Continuation/renewal or new Agreement? New

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? New Agreement
- b. What would an alternative contractor cost: ACES ASPIRE Program- \$1,147,000.00

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
- c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the strategic plan whereby addressing the Culture/Climate and Safety needs of students.

12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides necessary educational services for students.

13. What are the implications of not approving this Agreement? Students would not be able to attend school without nursing support on the transportation, as it is a related service noted in the student's IEP, which would be a denial of FAPE.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

New Haven Collaborative

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 28th, day of July, 2022 effective the 30th, day of August, 2022 by and between the New Haven Board of Education (herein referred to as the “Board”) and, Children’s Community Program Connecticut (CCP-CT) located at 843 Whalley Ave, New Haven, CT (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$375,000 per school year for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: **Three Hundred Seventy-Five Thousand Dollars, \$375,000**. 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 Program of the New Haven Board of Education, **ARP ESSER III Carryover \$375,000.00 - Account Number: 2553-6399-56694** (*pending receipt of funds*), **Location Code: 0490**.

This agreement shall remain in effect from August 30th, 2022 to June 30th, 2023.

SCOPE OF SERVICE:

- **The New Haven Public Schools currently offers an educational program known as the Pathways/Riverside Collaborative Program to “at risk” students. The Board and CCP-CT have determined that this service/program can and should, at this time, be delivered at and through CCP-CT.**
- **CCP-CT will provide services to 10 students who are residents of New Haven.**
- **CCP-CT will hire, train, supervise, make available, and discipline if applicable, all teachers, staff and related service providers as are necessary for the delivery of education to the students.**
- **The staff will implement in all respects the 504 plans, and/or IEP’s of any disabled students having such plans. CCP-CT staff will provide educational services to all the students in accordance with curriculum, materials and instructional levels which comply with the applicable standards issued by the Connecticut State Department of Education.**

- **Provide to the Board such records, reports, evaluations and documents of progress regarding each CCP-CT student and make such records available to parents and/or guardians of each student in accordance with provisions of Connecticut General Statutes Section 10-15b.**
- **Maintain the confidentiality of all student records in its possession in accordance with the provisions of the law.**
- **Permit Board representatives to observe any component of the CCP-CT program or the services being delivered to the CCP-CT students.**

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*. 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.

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

President
New Haven Board of Education

12/7/22

Date

Date

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

- c. If this is a continuation, when was the last time alternative quotes were requested?
Not a Continuation- New Agreement
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
No as we have a shortage of nursing staff

8. 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? No
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes/ New Haven
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New Agreement/Contractor
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? No - If yes, please explain:

10. 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. This vendor is providing contracted nursing services to be delivered during the 2022-2023 school year.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Utilization of company, availability of nursing staff.
- c. Is the contractor the lowest bidder? If no, why. Why was this contractor selected? Yes, this contractor was the lowest bidder.
- d. Who were the member of 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. Previous history and availability.

11. 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? This contractor will provide 1:1 nursing support services to student.