



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: 3 Prime Web Design

Doing Business As, if applicable:

Business Address: 2911 Dixwell Avenue Suite 106 Hamden, CT 06518

Business Phone: [\(203\) 789-8229](tel:2037898229)

Business email: ryant@3-prime.com

Funding Source & Acct # including location code: Alliance Fund Acct. # 2547-6107-56694-0413

Principal or Supervisor: Lynn Brantley

Agreement Effective Dates: From 10/12/22. To 6/30/23.

Hourly rate or per session rate or per day rate. 300.00 daily
Total amount: 15,000.00

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

Maintenance and extension of the database system (SRBI.nhboe.net) that enables schools to collect meeting information for SRBI along with monitoring data on students grades K-12. This was built in 2013 and has been used successfully to track students within our literacy intervention programs and ensures accountability for the academic needs of at-risk students. Contact includes hosting for the system, daily security maintenance, update requests for data and interface, and extensions of the system agreed upon as requested.

Submitted by: Lynn Brantley Phone: 475-220-1212



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Lynn Brantley
Date: September 20, 2022
Re: 3Prime Web Design

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:** 3Prime Web Design
2. **Description of Service:** Maintenance and extension of the database system (SRBI.nhboe.net) that enables schools to collect meeting information for SRBI along with monitoring data on students grades K-12. This was built in 2013 and has been used successfully to track students within our literacy intervention programs and ensures accountability for the academic needs of at-risk students. Contact includes hosting for the system, daily security maintenance, update requests for data and interface, and extensions of the system agreed upon as requested.
3. **Amount of Agreement and hourly or session cost:** Virtual hourly rate of **300.00 daily, not to exceed 15,000.**
4. **Funding Source and account number:** Pending Alliance Grant **2547-6107-56694-0413**
5. Approximate number of staff served through this program or service: 1,000
6. Approximate number of students served through this program or service: 15,000
7. **Continuation/renewal or new Agreement?**
Answer all questions: If continuation/renewal, has the cost increased? Continuation with no cost increase.
 - a. What would an alternative contractor cost: NA
 - b. If this is a continuation, when was the last time alternative quotes were requested? We have not asked for alternate quotes as NHPS Literacy Department has designed this website with this company to match our growing needs for providing services in both Tier 1 and Tier 2 instruction.
 - c. For new or continuation: is this a service existing staff could provide. If no, why not? No, the work is designed to better the service provided by the joint website built in conjunction with the 3Prime Web Solutions.
8. **Type of Service:**

Answer all questions:

- a. Professional Development?
 - 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) this service is to maintain and extend our work in the SRBI website and assessment portal for all K-12 students.

9. **Contractor Classification:**

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No, although the contractor is a NHPS Learning Community Alumni.
- 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? Continuation
- 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?
- h. If yes, please explain: The work maintaining and extending the website builds the internal capabilities of providing services to all K-12 students who require additional interventions, along with providing data to the SDE for the early screening.
- i.

10. **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? This website has been designed in conjunction with the Literacy Department to enable schools to collect meeting information for SRBI, along with monitoring data on students grades k-8 in NHPS. This was built in 2013 and has been used to monitor the trajectory of students within our literacy intervention programs and ensure accountability for the academic needs of at-risk students. Additionally, NHPS is requiring advanced programming expertise to support and extend Google Apps services which will be provided.
- b) How was the Contractor selected? Vendors were interviewed in the early conception of this project. We have chosen to select a NHPS Alumni, who both understands the work and is a partner in its evolution.
- c) Please describe the selection process including other sources considered and the rationale for selecting this Contractor: N/A

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? The staff utilizing the database system evaluate the contractor. The staff from the Literacy Dept., Bilingual Dept. and Special Education Dept. has met continually through the last 9 years to refine and create the system that best meets the needs of teachers and principals in

providing a data dashboard that is available daily. The evaluation of the services of 3Prime Web Design is that they provide service that is of high quality and meets our growing needs.

- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? This service is strategically aligned with the District goals of having students at grade level reading along with providing the underpinning skills to be Career and College ready. This database system allows individual planning that is strategic around reading remediation and enrichment.

12. Why do you believe this Agreement is fiscally sound? This item is essential to provide our K-12 staff with the ability to monitor and program for the success of student outcomes, to inform interventions, and to accelerate students who qualify. This information is also utilized in setting growth goals with students and teachers.

13. What are the implications of not approving this Agreement? A failure to provide these services would leave teachers and administrators without the platform they rely on to manage their SRBI meeting notes, the historical data built from 2013, and access to the information needed for the SDE early screening benchmarks and now the review of all assessment data inclusive of the new writing assessment in grades 9-12.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

3 Prime Web Design

FOR DEPARTMENT/PROGRAM:

Literacy Department

This Agreement entered into on the 20th day of September 2022, effective (*no sooner than the day after Board of Education Approval*), the 12th day of October 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, 3Prime Web Design located at, 2911 Dixwell Avenue Suite 106 Hamden, CT 06518 (herein referred to as the “Contractor”).

The Board shall pay the contractor for satisfactory performance of services required the amount of \$300 per day. The maximum amount the contractor shall be paid under this agreement (\$15,000.00). 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 Academic **Program** of the New Haven Board of Education, **Account Number:** 2547-6107-56694 **Location Code:** 0413.

This agreement shall remain in effect from 10/12/22 to 6/30/2023

SCOPE OF SERVICE: The Scope of Services refers to the application development, infrastructure upgrades, and extensions of the SRBI and Assessment Web portals in the 2022-23 school year. Additionally, there is a need by the Literacy Department for advance and responsive support for the SRBI and Assessments Portal, as well as the need to provide resources on-demand for programming support for other infrastructural and 3rd party vendor integrations

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'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

September 20, 2022

Date

Date

Cornel Boudria, Co-Owner/Chief Engineer
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.