



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name: American Evaluation Services, Inc.

Doing Business As, if applicable:

Business Address: 10 Charles W. Briggs Road, Croton on Hudson, NY 10520

Business Phone: 914-203-981-8748

Business email: usgrants@mindspring.com

SS# OR Tax ID #: On File

Funding Source & Acct # including location code: 2517-6258-56680-0000

Principal or Supervisor: Michele Bonanno

Agreement Effective Dates: From 08/10/2021 To 12/31/2021

Hourly rate or per session rate or per day rate. N/A

Total amount: \$101,000

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

This service is for program evaluation and professional service for the 2017 cohort of the MSAP funded schools East Rock; Edgewood; Davis; HSC and King/Robinson.

Submitted by: Judith Lopez Phone: 8-1436



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michele Bonanno
Date: July 15, 2021
Re: American Evaluation Services, Inc. Agreement

Executive Summary/Statement: (Please provide 1-2 sentences describing the Service – do not leave blank):

This service is for program evaluation and professional service for the 2017 cohort of the MSAP funded schools East Rock; Edgewood; Davis; HSC and King/Robinson.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$101,000

Funding Source & Account #: Magnet 17-22 Magnet Office C/O, Acct # 2517-6258-56680-0000

Key Questions: (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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?
This service is strategically aligned with the school and district goals because it supports schools in collecting and analyzing data as well as evaluating programs and making recommendations for improvement.
2. What specific need will this contractor address?
This contractor will support successful program implementation by providing feedback on progress and recommendations for improvement. Additionally, the contractor will provide performance reports and data to help inform decision making for the principals and directors.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:
This contractor has been vetted by the U.S. Department of Education as part of the 2017 MSAP project.
4. If this is a continuation service, when was the last time the alternatives were sought?
This is a continuation service.
5. What specific skill set does this contractor bring to the project?

This contractor has worked with the New Haven Public Schools doing grant evaluation for continuous grant cycles over the past twenty years. AES has supported the district in strengthening academic results by evaluating our fidelity and implementation.

6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):
7. Is this a new or continuation service?
This is continuation service.
8. If this is a continuation service has cost increased?
 - a) If yes, by how much?
Yes, increased by \$30,381
 - b) What would an alternative contractor cost?
 - c) Is this a service existing staff could provide? Why or why not?
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
11. If the service is a professional development program, can the training be provided internally, by district staff?
Not a professional development service.
 - a) If not, why not?
 - b) How will the output of this Agreement contribute to building internal capabilities?
12. Why do you believe this Agreement is fiscally sound?
 - a. This agreement is fiscally sound because program evaluation is imperative in ensuring fidelity to magnet implementation. Additionally, it is important that the project director collaborate with an evaluation team that helps guide the work of the school and priorities high leverage strategies to improve student outcomes.
13. What are the implications of not approving this Agreement?



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

American Evaluation Services, Inc.

FOR DEPARTMENT/PROGRAM:

Magnet Schools Assistance Program Evaluation and Support Services

This Agreement entered into on the 7 day of July 2021, effective (*start date no sooner than the day after Board of Education Approval*), on the 10th day of August, 2021, by and between the New Haven Board of Education (herein referred to as the "Board" and, American Evaluation Services, Inc., located at, 10 Charles W. Briggs Road, Croton on Hudson, NY 10520 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$101,000.

The maximum amount the contractor shall be paid under this agreement: one hundred one thousand dollars (**\$101,000**). 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 **Magnet 17-22 Magnet Office C/O Program** of the New Haven Board of Education, **Account Number:** 2517-6258-56680 **Location Code:** 0000 (*\$101,000*).

This agreement shall remain in effect from August 10, 2021 to December 31, 2021.

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

I. The Grant Evaluation services to be performed by the Contractor shall, in general, consist of the following: For project year four (October 1, 2020 through September 30, 2021), the contractor will provide each of the five MSAP supported magnet schools with two (virtual, on-line) site visits. One of these visits will occur during the term of this agreement. The other occurred prior to July 1, 2021 and was covered in a previous agreement. Prior to each visit, the Contractor will collect and analyze documentation from each school. After each visit, the site visitor will write a report that is submitted to the project director.

(Continuation of Scope of Services)

The total cost for project year four for this evaluation component is \$86,000. This is the amount that appeared in the budget that was submitted with the grant and approved by the U.S. Department of

Education. The portion of year four funds that was budgeted from October 1, 2020-June 30, 2021 was \$50,000. Therefore, the amount budgeted for project year four for this contract is \$36,000.

Project year 5 evaluation activities to be carried out by AES will be covered in a separate agreement.

The complete scope of services is included in the evaluation section of the approved MSAP proposal on pages 122-123 and 135-146.

II. In addition, the Contractor will work with Central Office and magnet school personnel on one or more of the activities listed below. These services will be chosen by the project director based on the needs of the MSAP project, the district and the participating schools.

The maximum cost of these services from August 10, 2021 through October 31, 2021 is \$65,000.

Examples of costs and deliverables for each service are attached to this agreement. (1) supporting the development of magnet standards; (2) supporting the development or adoption of unit quality rubrics that will clearly articulate the elements and requirements of core subject units that will incorporate the magnet theme (e.g., help develop, modify, successfully use and assess the efficacy of a rubric); (3) supporting the development of a district-level magnet project implementation plan; (4) supporting the development of school level implementation plans for each magnet school; (5) providing professional development and/or support directly related to the management, objectives and activities of the magnet project that is not included in 1-4 above. (6) Technical report writing or other support related to federal grant requirements (e.g., writing the narrative sections of Annual Performance and Ad Hoc Reports, compliance review support). (7) Additional site visits not covered by this agreement and not part of the original scope of work described in the approved application.

Services Described in Paragraph III

Program Service	Estimated Cost and Deliverables
Magnet Standards Development	\$20,000 Deliverables: e.g., Initial (key concepts) and follow-up (magnet standards) meeting in district; Report with suggestions for improving submitted magnet standards.
Unit Quality Rubric Support (e.g., development, assessment, effective use)	\$15,000 Deliverable: e.g., Final Rubric to be used during peer review of units. Report on accuracy of rubric use.
District Level Implementation Plan	\$10,000 Deliverables: e.g., Year one implementation plan.

School Level Implementation Plans	\$3,500 per school Deliverables: Meeting in district; Year one implementation plan.
PD and Other Support of Magnet Development and Implementation	\$2,500 per day.
Technical Report Writing	\$9,500 per report for Annual Performance or Ad Hoc Reports. Deliverable: e.g., Report
Additional Visits by Site Visit Evaluator including site visit reports for each school, the collection of documentation and a documentation review for each school.	\$6,000 per school. \$30,000 for five schools


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

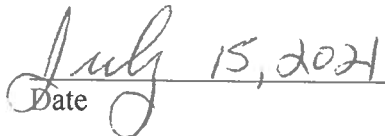
APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

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.

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

Date

David Kikoler, President AES
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.