

### **Please Type**

Contractor full name: Dr. Dolores Cole's Agreement

Doing Business As, if applicable:

Business Address: 796 Prospect Avenue ~ WEST HARTFORD, CT 06105

Business Phone: 860-539-4533

Business email: deeteachc@aol.com

SS# OR Tax ID #: XXX-XX-6728

Funding Source & Acct # including location code: 2547-6293-56694-0032

Principal or Supervisor: David Diah

Agreement Effective Dates: From May/27/2020. To June/30/2020.

Hourly rate or per session rate or per day rate. \$460.00 per session (25 days) to be paid in 10 and 15 day increments of \$4,600 and \$6,900 respectively totaling \$11,500.

Pricing structure

Proposed rates:

| Dates  | Content Area | Personnel      | Purpose       | Hours |
|--------|--------------|----------------|---------------|-------|
| May 27 | SIP          | Administration | Refinement    | 4     |
|        |              | and leadership | and alignment |       |
|        |              | team           | of the SIP    |       |
|        |              |                | goals         |       |
| May 28 | SIP          | Administration | Refinement    | 4     |
|        |              | and leadership | and alignment |       |
|        |              | team           | of the SIP    |       |
|        |              |                | goals         |       |
| May 29 | SIP          | Administration | Refinement    | 4     |
|        |              | and leadership | and alignment |       |
|        |              | Team           |               |       |

|         |          |              | of the SIP                            |   |
|---------|----------|--------------|---------------------------------------|---|
|         |          |              | goals                                 |   |
| June 1  | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade k                               |   |
| June 2  | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade 1                               |   |
| June 3  | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade 3                               |   |
| June 4  | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade 4                               |   |
| June 5  | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade 5                               |   |
| June 8  | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade 6                               |   |
| June 9  | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade 7                               |   |
| June 10 | Literacy | Literacy     | Curriculum                            | 4 |
|         |          | coaches      | implementation                        |   |
|         |          |              | grade 8                               |   |
| June 11 | Literacy | Literacy How | Small group                           | 4 |
|         |          | and literacy | instruction                           |   |
|         |          | coaches      | planning grade                        |   |
|         |          |              | k cc                                  |   |
| June 12 | Literacy | Literacy How | Small group                           | 4 |
|         |          | and literacy | instruction                           |   |
|         |          | coaches      | planning grade                        |   |
|         |          |              | 1                                     |   |
| June 15 | Literacy | Literacy How | Small group                           | 4 |
|         |          | and literacy | instruction                           |   |
|         |          | coaches      | planning grade                        |   |
|         |          |              | $\begin{array}{c} 1 \\ 2 \end{array}$ |   |

| June 16  | Literacy    | Literacy Ucry        | Small group             | 4         |
|----------|-------------|----------------------|-------------------------|-----------|
| Julie 10 | Literacy    | Literacy How         | Small group instruction | 4         |
|          |             | and literacy coaches |                         |           |
|          |             | coaches              | planning grade          |           |
| June 17  | Literacy    | Literacy How         | Small group             | 4         |
| June 17  | Literacy    | and literacy         | instruction             | -         |
|          |             | coaches              | planning grade          |           |
|          |             | codenes              | 4                       |           |
| June 18  | Grade level | Administrators       | Grade 1 data            | 4         |
|          | Data and    | and coaches          | and planning            |           |
|          | grouping    |                      |                         |           |
| June 19  | Grade level | Administrators       | Grade 2 data            | 4         |
|          | Data and    | and coaches          | and planning            |           |
|          | grouping    |                      |                         |           |
| June 22  | Grade level | Administrators       | Grade 3 data            | 4         |
|          | Data and    | and coaches          | and planning            |           |
|          | grouping    |                      |                         |           |
| June 23  | Grade level | Administrators       | Grade 4 data            | 4         |
|          | Data and    | and coaches          | and planning            |           |
|          | grouping    |                      |                         |           |
| June 24  | Grade level | Administrators       | Grade 5 data            | 4         |
|          | Data and    | and coaches          | and planning            |           |
|          | grouping    |                      |                         |           |
| June 25  | Grade level | Administrators       | Grade 7 data            | 4         |
|          | Data and    | and coaches          | and planning            |           |
|          | grouping    |                      |                         |           |
| June 26  | Grade level | Administrators       | Grade 8 data            | 4         |
|          | Data and    | and coaches          | and planning            |           |
|          | grouping    |                      |                         |           |
| June 29  | PD Planning | Administrators       | Grades k-8              | 4         |
|          |             | and coaches          |                         |           |
| June 30  | PD Planning | Administrators       | Grades k-8              | 4         |
|          |             | and coaches          |                         |           |
| 25 days  |             |                      |                         | 100 hours |

Hourly rate: \$115

Total amount: \$11,500.

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

# Due to the current Pandemic and school closings throughout the state, all meetings will be held via Zoom and will be virtual in nature until otherwise indicated by the CSDE.

Dr. Dolores Cole will provide assistance working with Wexler Grant administrators and coaches in literacy instruction with the purpose of refining instructional practices and improving student achievement in the areas of vocabulary, discourse, oral language, comprehension, and writing as it relates to reading. Dr. Cole will assist in developing a school wide schedule to ensure a balanced literacy block with fidelity to the programs being implemented.

In addition, Dr. Cole will provide support to the administrative team as they refine their School Improvement Plan and align areas of focus based on data. This data will be used to develop a schedule and determine strengths and deficits as they relate to student learning outcomes and teacher professional development for the 2020-2021 school year.

Dr. Cole will also collaborate with reading consultants and literacy coaches around the effective use of data to determine instructional strategies and strategic groupings of students to maximize learning and increase reading outcomes.

Submitted by: \_\_David Diah\_\_\_Phone: \_\_475-220-5600\_



## Memorandum

| To:   | New Haven Board of Education Finance and Operations Committee |
|-------|---|
| From: | Wexler-Grant Community School                                 |
| Date: | May 27, 2020  |
| Re:   | Dr. Dolores Cole's Agreement                                  |

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

Approval is requested for an Agreement by and between the New Haven Board of Education and Dr. Dolores Cole's Agreement, for work sessions, virtual coaching via Zoom for work with Wexler Grant's administrators and coaches.

# Due to the current Pandemic and school closings throughout the state, all meetings will be held via Zoom and will be virtual in nature until otherwise indicated by the CSDE.

Dr. Dolores Cole will provide assistance working with Wexler Grant administrators and coaches in literacy instruction with the purpose of refining instructional practices and improving student achievement in the areas of vocabulary, discourse, oral language, comprehension, and writing as it relates to reading. Dr. Cole will assist in developing a school wide schedule to ensure a balanced literacy block with fidelity to the programs being implemented.

In addition, Dr. Cole will provide support to the administrative team as they refine their School Improvement Plan and align areas of focus based on data. This data will be used to develop a schedule and determine strengths and deficits as they relate to student learning outcomes and teacher professional development for the 2020-2021 school year.

Dr. Cole will also collaborate with reading consultants and literacy coaches around the effective use of data to determine instructional strategies and strategic groupings of students to maximize learning and increase reading outcomes.

#### Amount of Agreement and the Daily, Hourly or per Session Cost:

Hourly rate or per session rate or per day rate. \$460.00 per session (25 days) to be paid in 10 and 15 day increments of \$4,600 and \$6,900 respectively totaling \$11,500.

Pricing structure

Proposed rates:

| Dates   | Content Area | Personnel                                | Purpose   | Hours |
|---------|--------------|--|---|-------|
| May 27  | SIP          | Administration<br>and leadership<br>team | Refinement and<br>alignment of the<br>SIP goals | 4     |
| May 28  | SIP          | Administration<br>and leadership<br>team | Refinement and<br>alignment of the<br>SIP goals | 4     |
| May 29  | SIP          | Administration<br>and leadership<br>Team | Refinement and<br>alignment of the<br>SIP goals | 4     |
| June 1  | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade k         | 4     |
| June 2  | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 1         | 4     |
| June 3  | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 3         | 4     |
| June 4  | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 4         | 4     |
| June 5  | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 5         | 4     |
| June 8  | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 6         | 4     |
| June 9  | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 7         | 4     |
| June 10 | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 8         | 4     |
| June 11 | Literacy     | Literacy How<br>and literacy<br>coaches  | Small group<br>instruction<br>planning grade k  | 4     |
| June 12 | Literacy     | Literacy How<br>and literacy<br>coaches  | Small group<br>instruction<br>planning grade 1  | 4     |
| June 15 | Literacy     | Literacy How<br>and literacy<br>coaches  | Small group<br>instruction<br>planning grade 2  | 4     |

| June 16 | Literacy                            | Literacy How<br>and literacy<br>coaches | Small group<br>instruction<br>planning grade 3 | 4         |
|---------|-------------------------------------|---|--|-----------|
| June 17 | Literacy                            | Literacy How<br>and literacy<br>coaches | Small group<br>instruction<br>planning grade 4 | 4         |
| June 18 | Grade level<br>Data and<br>grouping | Administrators<br>and coaches           | Grade 1 data and<br>planning                   | 4         |
| June 19 | Grade level<br>Data and<br>grouping | Administrators<br>and coaches           | Grade 2 data and planning                      | 4         |
| June 22 | Grade level<br>Data and<br>grouping | Administrators<br>and coaches           | Grade 3 data and planning                      | 4         |
| June 23 | Grade level<br>Data and<br>grouping | Administrators<br>and coaches           | Grade 4 data and planning                      | 4         |
| June 24 | Grade level<br>Data and<br>grouping | Administrators<br>and coaches           | Grade 5 data and planning                      | 4         |
| June 25 | Grade level<br>Data and<br>grouping | Administrators<br>and coaches           | Grade 7 data and planning                      | 4         |
| June 26 | Grade level<br>Data and<br>grouping | Administrators<br>and coaches           | Grade 8 data and planning                      | 4         |
| June 29 | PD Planning                         | Administrators and coaches              | Grades k-8                                     | 4         |
| June 30 | PD Planning                         | Administrators<br>and coaches           | Grades k-8                                     | 4         |
| 25 days |                                     |   |  | 100 hours |

Hourly rate: \$115

Total amount: \$11,500.

**Funding Source & Account #:** 2547-6293-56694-0032

**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 to the District Continuous Improvement Plan to improve literacy instruction and provide assistance working with Wexler Grant administrators and coaches in literacy instruction with the purpose of refining instructional practices and improving student achievement in the areas of vocabulary, discourse, oral language, comprehension, and writing as it relates to reading. In addition, Dr. Cole will provide support to the administrative team as they refine their School Improvement Plan and align areas of focus based on data. This data will be used to develop a schedule and determine strengths and deficits as they relate to student learning outcomes and teacher professional development for the 2020-2021 school year. Dr. Cole will also collaborate with reading consultants and literacy coaches around the effective use of data to determine instructional strategies and strategic groupings of students to maximize learning and increase reading outcomes. All meetings will be held via Zoom and will be virtual in nature until otherwise indicated by the CSDE.

2. What specific need will this contractor address?

May 27, 2020 to June 30, 2020, Dr. Dolores Coel will partner with Wexler- Grant to support with providing services such as follows:

- Refinement and alignment of the SIP goals with Administration and Leadership Team.
- Curriculum implementation grade K-8 with Instructional Coaches
- Small group instruction planning grade K-8 with other partners and Instructional Coaches.
- Grade 1-8 data and planning with Administration and Instructional Coaches.
- PD Planning Grades K-8 with Administration and Instructional Coaches.
- 3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? <u>Please describe the selection process</u> including other sources considered and the rationale for selecting this method of selection: Quotes.
- 4. If this is a continuation service, when was the last time the alternatives were sought? New Service.
- 5. What specific skill set does this contractor bring to the project? See attached resume.
- 6. How does this contractor fit into the project as a whole? (<u>Please attach a copy of the contractor's resume</u>): Dr. Dolores Cole will support the implementation of both the literacy and math curriculum as well as supporting the vision of the School Continuous Improvement Plan. She will be working collaboratively with Administration and Coaches to support both literacy and

math instructional practices.

- 7. Is this a new or continuation service? New Service.
- If this is a continuation service has cost increased?
  a) If yes, by how much? N/A
  - b) What would an alternative contractor cost? N/A
  - c) Is this a service existing staff could provide? Why or why not? N/A
- 9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?

Dr. Dolores Cole will be evaluated monthly by administration through ongoing feedback. The contractor will be working with the coaches during grade level meetings and classroom visitation so therefore there will be documentation of coaches and teachers improvement or lack thereof. Finally using the school's student data.

- 10. If a continuation service, <u>attach a copy of the previous evaluations or archival data</u> <u>demonstrating effectiveness</u>. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) N/A.
- 11. If the service is a professional development program, can the training be provided internally, by district staff?

a) If not, why not? Based on student achievement data, it is apparent that the administration and coaches level of expertise in certain area needs refinement. Support in developing systems, analyzing data, providing PD align to the data is essential in improving student's outcome.

b) How will the output of this Agreement contribute to building internal capabilities? After receiving ongoing collaborative support and feedback, the goal will that the administration, instructional coaches and teachers will be able to do this without assistance and there is a gradual release.

- 12. Why do you believe this Agreement is <u>fiscally sound</u>? This agreement is fiscally sound because of the necessary investment in the future of the coaches and teachers in improving students' overall outcome.
- 13. What are the implications of not approving this Agreement? The lack of instructional support and collaboration for coaches and teachers will result in student flatlining, possible regression and lack of effectiveness to drive this instruction forward.



### AGREEMENT By And Between The New Haven Board of Education AND

#### (Dr. Dolores Cole's Agreement)

#### FOR DEPARTMENT/PROGRAM:

#### (Wexler Grant Community School)

This Agreement entered into on the \_27\_ day of \_May\_ 2020\_, effective (*start date no sooner than the day after Board of Education Approval*), on the \_27\_ day of \_May\_\_\_\_\_, 20\_20\_\_, by and between the New Haven Board of Education (herein referred to as the "Board" and, \_Dr. Dolores Cole\_ located at, \_796 Prospect Avenue ~ WEST HARTFORD, CT 06105\_ (herein referred to as the "Contractor".

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$460.00 per session (25 days) to be paid in 10 and 15 day increments of \$4,600 and \$6,900 respectively totaling \$11,500 for work sessions, virtual coaching via Zoom for work with Wexler Grant's administrators and coaches, from May 27, 2020 through June 30, 2020. The maximum amount the contractor shall be paid under this agreement: \_Eleven thousand, five hundred dollars \_\_\_\_ (\$11,500). Compensation will be made upon submission of <u>an itemized invoice</u> which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by **Commissioner's Network Program** of the New Haven Board of Education, **Account Number**: 2547-6293-56694 **Location Code**: 0032

This agreement shall remain in effect from May 27<sup>th</sup>, 2020 to June 30<sup>th</sup>, 2020.

**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).

#### Please do not leave this section blank

Due to the current Pandemic and school closings throughout the state, all meetings will be held via Zoom and will be virtual in nature until otherwise indicated by the CSDE.

Dr. Dolores Cole will provide assistance working with Wexler Grant administrators and coaches in literacy instruction with the purpose of refining instructional practices and improving student achievement in the areas of vocabulary, discourse, oral language, comprehension, and writing as it relates to reading. Dr. Cole will assist in developing a school wide schedule to ensure a balanced literacy block with fidelity to the programs being implemented.

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| May 29 | SIP          | Administration<br>and leadership<br>Team | Refinement and<br>alignment of the<br>SIP goals | 4     |
| June 1 | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade k         | 4     |
| June 2 | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 1         | 4     |
| June 3 | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 3         | 4     |
| June 4 | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 4         | 4     |
| June 5 | Literacy     | Literacy<br>coaches                      | Curriculum<br>implementation<br>grade 5         | 4     |

| June 8   | Literacy                | Literacy                     | Curriculum              | 4 |
|----------|-------------------------|------------------------------|-------------------------|---|
|          | _                       | coaches                      | implementation          |   |
|          |                         |                              | grade 6                 |   |
| June 9   | Literacy                | Literacy                     | Curriculum              | 4 |
|          |                         | coaches                      | implementation          |   |
|          |                         |                              | grade 7                 |   |
| June 10  | Literacy                | Literacy                     | Curriculum              | 4 |
|          |                         | coaches                      | implementation          |   |
| T 11     | <b>.</b>                |                              | grade 8                 |   |
| June 11  | Literacy                | Literacy How                 | Small group             | 4 |
|          |                         | and literacy coaches         | instruction             |   |
| June 12  | T itereers              |                              | planning grade k        | 4 |
| June 12  | Literacy                | Literacy How<br>and literacy | Small group instruction | 4 |
|          |                         | coaches                      | planning grade 1        |   |
| June 15  | Literacy                | Literacy How                 | Small group             | 4 |
| June 15  | Literacy                | and literacy                 | instruction             | 7 |
|          |                         | coaches                      | planning grade 2        |   |
|          |                         |                              | P                       |   |
| June 16  | Litoroou                | Literaay Haw                 | Small group             | 4 |
| June 10  | Literacy                | Literacy How<br>and literacy | Small group instruction | 4 |
|          |                         | coaches                      | planning grade 3        |   |
| June 17  | Literacy                | Literacy How                 | Small group             | 4 |
| June 17  | Enteracy                | and literacy                 | instruction             | 7 |
|          |                         | coaches                      | planning grade 4        |   |
| June 18  | Grade level             | Administrators               | Grade 1 data and        | 4 |
|          | Data and                | and coaches                  | planning                |   |
|          | grouping                |                              |                         |   |
| June 19  | Grade level             | Administrators               | Grade 2 data and        | 4 |
|          | Data and                | and coaches                  | planning                |   |
|          | grouping                |                              |                         |   |
| June 22  | Grade level             | Administrators               | Grade 3 data and        | 4 |
|          | Data and                | and coaches                  | planning                |   |
|          | grouping                |                              |                         |   |
| June 23  | Grade level             | Administrators               | Grade 4 data and        | 4 |
|          | Data and                | and coaches                  | planning                |   |
| 1 04     | grouping                | A 1 • • / /                  |                         | 4 |
| June 24  | Grade level             | Administrators               | Grade 5 data and        | 4 |
|          | Data and                | and coaches                  | planning                |   |
| June 25  | grouping<br>Grade level | Administrators               | Grade 7 data and        | 4 |
| June 23  | Data and                | and coaches                  | planning                | - |
|          | grouping                |                              | Pranning                |   |
| June 26  | Grade level             | Administrators               | Grade 8 data and        | 4 |
| 5 une 20 | Data and                | and coaches                  | planning                |   |
|          | grouping                |                              | r mining                |   |
|          | 5 Stouping              |                              |                         |   |

| June 29 | PD Planning | Administrators                | Grades k-8 | 4         |
|---------|-------------|-------------------------------|------------|-----------|
|         |             | and coaches                   |            |           |
| June 30 | PD Planning | Administrators<br>and coaches | Grades k-8 | 4         |
| 25 days |             |                               |            | 100 hours |

Hourly rate: \$115 Total amount: \$11,500.

**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 <u>may begin service no sooner than the day after Board of Education</u> <u>approval</u>.

**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

Contractor Printed Name & Title

Revised: 5/11/20



#### 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: 5/11/20