



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

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Please Type

Contractor full name: Excel Academy, LLC

Doing Business As, if applicable: Certified Nurses Aid education for Wilbur Cross Students

Business Address: 100 Broadway North Haven, CT 06473

Business Phone: 203.691.7989

Business email: christine@excelacademyct.com

Funding Source & Acct # including location code: ARP **ESSER III C/O**
2553-6399-56694

Principal or Supervisor: Matt Brown, Principal

Agreement Effective Dates: From 8/22/2023. To 6/30/2024

Hourly rate or per session rate or per day rate. Excel Academy will provide instruction to 20 Wilbur Cross students @ a rate of \$1,100.00 per student for a contract total of \$22,000. This course will last the entirety of the school year and payment will be in three installments.

Total amount of Contract: \$22,000

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

Excel Academy will be providing a CNA instructor to 20 students at Wilbur Cross High School. This instruction will successfully prepare students to take on the role of certified nursing assistant as well as provide necessary support for passing the licensure exam. Excel academy has a 90% success rate in similar environments.

Submitted by: Matt Brown, Principal Phone: 475-220-7400



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Matt Brown, Principal
Date: 08/07/2023 (Finance and Operations Meeting Presentation)
Re: Agreement between Excel Learning Academy and NH BOE for Wraparound services

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:** Excel Academy
2. **Description of Service:** Approval is requested for an Agreement by and between the NHBOE and Excel Academy for the purpose of providing 20 Wilbur Cross students CNA education and certification. Excel Academy has secured an instructor with experience teaching this CNA course to high school students. After this course, Wilbur Cross students will be able to sit for the industry standard license of CNA. Excel Academy is accredited by the Connecticut Office of Higher Education and the Connecticut Department of Public Health. Excel Academy views their work as a springboard to entry into higher levels work in the medical field as many of their graduates move on to nursing school or to pursue further education for technical medical certifications including radiology, ultrasound, etc.
3. **Amount of Agreement and hourly or session cost:** This is an \$22,000 contract to run a CNA course for 20 students @ \$1,100 per student during the school year. .
4. **Funding Source** and account number: **ARP ESSER III C/O 2553-6399-56694-0062**
5. Approximate number of staff served through this program or service: 1
6. Approximate number of students served through this program or service:20
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. **If continuation/renewal, has the cost increased? If yes, by how much?** This is a renewal. Due to rising personnel costs and an increase from the first trial year the cost has increased to \$1,100/student, an increase of \$200/student.
 - b. **What would an alternative contractor cost:** Other CNA course providers range in cost between \$1,300.00 and \$1,500.00 per student. At \$1,100.00 per student Excel Academy is still the most competitively priced and is committed to working with the

school and potential employers to subsidize training and support job placement of certified candidates.

- c. **If this is a continuation, when was the last time alternative quotes were requested?**
Quotes were gathered at the start of the 2022-2023 school year.
- d. **For new or continuation: is this a service existing staff could provide. If no, why not?** Wilbur Cross does not have any existing personnel with the credentials to offer this industry standard course. Our faculty are educators by training and teachers do not typically have nursing certificates or relevant training for Certified Nurses Aid instructors. In the future, if we could find a candidate with both a teaching certification and a nursing certification, we could offer more students CNA training and continue to expand CTE offerings.

8. Type of Service:

Answer all questions:

- a. **Professional Development?** This is not a professional development program.
 - i. **If this is a professional development program, can the service be provided by existing staff? If no, why not?**
- b. **After School or Extended Hours Program?** This is not an after school nor extended hours program.
- c. **School Readiness or Head Start Programs?** This is not a School Readiness nor a Head Start Program.
- d. **Other: (Please describe)** This is a contract to partner with Excel Academy, a provider of medical training, to secure an instructor who will provide direct education to Wilbur Cross students interested in CNA certifications.

9. Contractor Classification:

Answer all questions:

- a. **Is the Contractor a Minority or Women Owned Business?** No
- b. **Is the Contractor Local?** Yes. (100 Broadway, North Haven is 6 mi from Wilbur Cross)
- 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?** This is a renewal.
- f. **If it is a renewal/continuation has the cost increased? If yes, by how much?** The cost has increased by \$200 per student.
- g. **Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:** Yes this contract will build student expertise in that students enrolled in the course will have direct access to a relevant career related course and industry standard certifications. Additionally, Wilbur Cross has 4 small learning communities, one which is the Academy of Health and Culinary Sciences. This partnership will expand the relevant course offerings within that academy and prepare students to enter the world of work or continue their education in the health sciences or other medical careers.

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.** The instructor has been vetted by this organization and has been in the role of CNA instructor for other New Haven Public Schools programs. Additionally, Excel Academy is accredited by the Connecticut Office of Higher Education and the Connecticut Department of Public Health.
- b. **How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?** Price and program comparisons as well as follow up meeting to explore partnership feasibility.
- c. **Please describe the selection process including other sources considered and the rationale for selecting this Contractor:** This contractor was selected with the help of our College and Career Center Coordinator who had preliminary conversations with several CNA education providers. She presented the administrative team with two options that would best fit within the programing we envisioned. Excel was the best option as it was the most affordable, had instructors with New Haven experience, could work within a school schedule and calendar, and had close connections with employer bases to support both job placement and future funding streams for potential expanded programming, and a 90% pass rate for certifications. Also, this contractor spoke with a developmental lens and clearly articulated their philosophy that CNA training is an entry point into medical careers, not a final stop in medical training. They shared that their graduates go on to seek out more training while they are working as CNAs in order to expand their work options in the medical field.

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?** Excel Academy's contract will provide students the opportunity to take a CNA course as part of their high school schedule. Excel Academy will prepare for a CNA certification and this provider has a track record of 90% pass rate for students after they engage in robust hands-on experiences from classroom theory, in-class lab simulations, and observation and hands-on experiences clinical settings. This provider has a system for benchmarking and assessing student learning as well as identifying and re teaching as needed to ensure mastery. Excel Academy sets students up for success as they go into the certification examination with knowledge and data that shows their readiness as well as the confidence needed to succeed.
- b. **If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.** See attached.
- c. **How is this service aligned to the District Continuous Improvement Plan?** This service will provide 20 students at Wilbur Cross High School CNA education. Alignment with this contract and the District Continuous Improvement plan can be seen in the Academic Learning Goals (ALG). Specifically, this course will provide Engaging Instruction (ALG 1.2) where students will experience "curriculum through the use of purposeful, meaningful and supportive instruction that integrates social-emotional needs with a focus on rigor and relevance to students." Also, this learning is relevant and

provides industry standard certification which aligns with College and Career Readiness (ALG 1.4) Endeavoring to ensure that "all students have access to learning opportunities that are specifically aligned to the skills needed for a range of future work and life experiences. Increase student enrollment and success in college-level courses.

12. **Why do you believe this Agreement is fiscally sound?** Yes. Even with the price increase Excel Academy is still \$200.00-\$400.00 below the comparable prices, dropping their own cost to work with Wilbur Cross in hopes to develop a partnership where an employer base could subsidize the course in the future. They have donated lots of materials and secured an instructor with experience. They have a 90% track record for student passing the certification examination so students will have more education and industry credentials as they enter the health field.
13. **What are the implications of not approving this Agreement?**
If we do not approve this Agreement, Wilbur Cross will not be able to offer the CNA course. This course has a high interest rate amongst our students.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
Excel Academy
FOR DEPARTMENT/PROGRAM:
Wilbur Cross High School

This Agreement entered into on the 21st day of August, 2023, effective (no sooner than the day after Board of Education Approval), the 22nd day of August, 2023, by and between the New Haven Board of Education (herein referred to as the "Board" and Excel Academy located at, 100 Broadway, North Haven, CT 06473 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$22,000 total to educate 20 students at \$1,100.00 per student during the school year. The maximum amount the contractor shall be paid under this agreement is \$22,000. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and dates of service.

Fiscal support for this Agreement shall be by WCHS General Funds, New Haven Board of Education, **Account Number:** Wilbur Cross **ARP ESSER III C/O 2553-6399-56694-0062**

This agreement shall remain in effect from 8/22/2022 to 6/30/2023.

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.*

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

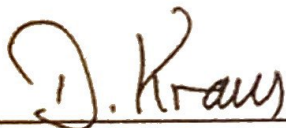
- Contractor will provide instructor for 20 students interested in CNA certification.
- Instructor will implement CNA course with fidelity including requisite hours in classroom theory, hands-on labs, and in a clinical setting.
- Instructor will monitor learning with relevant assessments and reteach as necessary to help all students reach mastery.
- Contractor will identify sites and or students to sit for the CNA exam.
- Instructor will liaise closely with the Health and Culinary Sciences (HCS) Academy lead teacher, and HCS Academy administrator, Mr Pilliner to consult on matters of students, families, and facilities.

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

07.18.2023

Date

Date



Daniel Kraus
Excel Academy
Revised: 11/27/19



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.

Certified Nursing Assistant

Proposal

Excel Academy, LLC

203-691-7989

475-238-7944 Fax



Main Campus - North Haven
100 Broadway, North Haven, CT 06473
www.excelacademyct.com

Name: New Haven Public Schools - Wilbur Cross High School

Address: 181 Mitchell Dr New Haven CT 06511

Date: July 17, 2023

Excel Academy, LLC proposed to provide Certified Nursing Assistant Training Programs for 20 high school students for a period of 38 weeks meeting on days specified according to the school calendar. This program entails a minimum of 110 hours, both classroom / labs.

Definitions: In this agreement, the words “we”, “our” and “us” refer to EXCEL ACADEMY, LLC. The words “you” and “your” refer to Wilbur Cross High School.

1. **COST**, \$1,100.00 per student. Payments to be made as follows 1/3 at start of program 1/3 due at 15 weeks then the balance to be paid upon completion of the course. The state exam will also be paid by Excel Academy at a cost of 138.00 per student to be paid in May of 2024. Please see Invoice attached.
2. **ATTENDANCE POLICY:**

Students are expected to be on time and attend class on the scheduled day. Clinical lab hours are taught at the school or at a facility we have made arrangements with.

The students must make up the time that was missed at the convenience of the instructor. It is the responsibility of the student to fulfill all requirements for graduation from the program; and to qualify to sit for the state exam. Attendance is mandatory. Students must complete 110 hours of classroom and clinical components as well as the scheduled exams to meet these requirements. Cancelled classes will be made up at the end of scheduled run of class. We reserves the right to terminate any student who has excessive absences.

3. **EXCEL ACADEMY DOES NOT GUARANTEE EMPLOYMENT FOR ANY OF THE ENROLLED STUDENTS.** There may be a barrier to employment if a student has a criminal arrest in the past and/or does not have current Covid 19 Vaccinations. To gain employment there may be physical limitations.

4. MINIMUM GRADE:

A student must achieve a minimum grade of 70% within each competency of the above referenced program in order to graduate. If this minimum grade requirement is not achieved, the student will be asked to leave the program.

5. STUDENT CONDUCT POLICY:

When at clinical sites, students are expected to conduct themselves in a professional, responsible manner. All students are expected to show courtesy and respect each other, the staff, and our facility. Possession of illegal drugs, alcohol and weapons at a clinical site is strictly prohibited and grounds for IMMEDIATE dismissal from the Training Program. Intentional disruption of school activities, deliberate dishonesty, and failure to abide by Excel Academy's rules and policies as stated herein, will result in termination from the program.

6. CLASS SIZE

You are to provide a minimum of 20 students replacing a student with another student will be allowed during the first two weeks of class.

Upon successful completion of the course, maintaining a 70% or above grade average, the students will receive a certificate of completion for the training program they are enrolled in. This will allow them to be eligible to sit for the state exam.

_____ **Date:** _____
Excel Academy Authorized Signature

_____ **Date:** _____
Printed Name

Director Signature: _____ **Date:** _____

INVOICE



Excel Academy, LLC
100 Broadway
North Haven, CT 06743

info@excelacademyct.com
203-691-7989
www.excelacademyct.com

New Haven Board of Education

Bill to

New Haven Board of Education
Wilbur Cross High School
181 Mitchell Drive
New Haven, CT 06511

Invoice details

Invoice no.: A579-754
Invoice date: 07/17/2023

Product or service		Amount
1. CNA -City of New Haven Certified Nursing Assistant Training	20 units × \$1,100.00	\$22,000.00
	Total	\$22,000.00

Excel Academy 2022-23 Data

In the 2022 2023 school year Excel Academy served 19 students at Wilbur Cross High School in a CNA year long program. 100% of the students passed the course and earned CNA completion certificates. At this time, the students are prepared to take their state CNA certification exam in August.

While we do not have the results yet, Excel does have a track record of over 90% of our students passing these state exams and we believe that the Wilbur Cross cohort is prepared to reach that level of success.

Excel Academy has a high rate of demand for our courses and is eager to continue building this program with Wilbur Cross