



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Extra Yard SAT PREP

Doing Business As, if applicable:

Business Address: 92 Elizabeth Street, New Haven, CT 06511

Business Phone: 203.430.4222

Business email: extrayardct@gmail.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: ESSR 25526363-56694 -0062.

Principal or Supervisor: Glen Worthy

Agreement Effective Dates: From 7/1/21. To 7/30/21.

Hourly rate or per session rate or per day rate. \$1,250 per week.

Total amount: \$ 5,000

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."* Provide rising juniors and seniors SAT Prep to prepare for SAT testing in August.

Submitted by: _____

Phone: _____

475-220-7120



Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Glen Worthy
Date: June 1, 2021
Re: Extra Yard

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:** Extra Yard
2. **Description of Service:** Provide rising juniors and seniors SAT Prep to prepare for SAT testing in August.
- 3.
4. **Amount of Agreement and hourly or 20 session cost:** \$250 per day for a total of \$5,000
5. **Funding Source and account number:** ESSR High School Summer Program
6. **Continuation/renewal or new Agreement?**

Answer all questions:

 - a. If continuation/renewal, has the cost increased? If yes, by how much? No
 - b. What would an alternative contractor cost: \$250 per day
 - c. If this is a continuation, when was the last time alternative quotes were requested? Last year
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? New. Extra Yard has been working suburban schools with great success.
7. **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?
 - b. After School or Extended Hours Program? No
 - c. School Readiness or Head Start Programs? No
 - d. Other: (Please describe) Summer programming.
8. **Contractor Classification:**

Answer all questions:

 - a. Is the Contractor a Minority or Women Owned Business? Yes
 - b. Is the Contractor Local? Hamden
 - c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Non-profit
 - d. Is the Contractor a public corporation? No
 - e. Is this a renewal/continuation Agreement or a new service? No

- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A

Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

Extra Yard purpose is to encourage each student to become active & energized in SAT Prep in order to be success in August SAT

9. 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.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Price and effectiveness
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor:. Price and effectiveness
- d.

10. 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? SAT prep and the improvement of scores on the SAT test in August.
 - 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 is aligns to our DIP by preparing our students to be college and career ready.
11. What are the implications of not approving this Agreement? It would be one less opportunity to reengage our students back to school this summer.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Extra Yard

FOR DEPARTMENT/PROGRAM:

James Hillhouse

This Agreement entered into on the 1st day of July 2021, effective (*no sooner than the day after Board of Education Approval*), the 1st day of July, 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, Justice Education Center located at, 92 Elizabeth Street, New Haven, CT 06511 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 250 per day, hour or session, for a total of 20 sessions: days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: five thousand dollars (\$ 5,000). 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 ESSR **Program** of the New Haven Board of Education, **Account Number** 25526363-56694 **Location Code:** 0062.

This agreement shall remain in effect from July 1, 2021 to July 30, 2021 .

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

Extra Yard will provide SAT prep for 25 student athletes July 5th - July 30, 2021. Each session will last 2 hours for a total of 40 hours. Each student athlete will be provided all of the materials necessary to become successful in preparation for the upcoming SAT's in August 2020. Each student will be provided writing utensils, Extra Yard SAT Prep Packet along with high impact proven tips and strategies for each sections of the SAT from reading comprehension and writing strategies to how to attack the math calculator and no calculator section. Each student will also be provided 2 practice test for supplemental work during the sessions. Extra Yard have been helping students consistently see improvements in their SAT scores since our inception in 2012. The course will be taught in person by a certified Extra Yard SAT prep Instructor

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' 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

6/1/21
Date

Date


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.

Revised: 10/2/18