NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT

CONTRACTOR: Yale New Haven Hospital Day Care Center **AMENDMENT #:** 2

GRANT # if applicable: _____ **AGREEMENT #:** 95384027

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: CT Office of Early Childhood School Readiness Grant **DATE: 3.16.23**

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT # FOR AGREEMENT: 2523-5384-56697 **Location Code 0442**

ORIGINAL AMOUNT OF AGREEMENT: $ 196,328.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: $213,473.32

X **ACTUAL** OR _____ **ESTIMATE**

AMOUNT OF THIS AMENDMENT: $ 5,949.28

X **INCREASE** OR _____ **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: $ 219,422.60

FUNDING SOURCE & ACCT # FOR AMENDMENT: CT Office of Early Childhood & 2523-5384-56697

DESCRIPTION AND NEED FOR AMENDMENT: As a part of reallocation of School Readiness spaces by NHECC, 2 additional SR spaces are being allocated to this program retroactive from March 1st, 2023 for FY23. Agreement is increasing from $213,473.32 by $ 5,949.28(2x743.66x4) to $219,422.60 to reflect the change in number of spaces

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____ 3/20/2023
(Keith B. Churchwell, MD) (Date)

President, Yale New Haven Hospital
(title)

NEW HAVEN BOARD OF EDUCATION:

_____ _____
President (Date)

Derricka Suggs-Wilkes
Office Manager
Department of Special Funds

NEW HAVEN PUBLIC SCHOOLS

P: (475) 220-1383
F: (203) 946-5740

PAYMENT INSTRUCTIONS

To expedite the payment process of your agreement please make sure invoices are submitted to your account executive and contain the following information:

- Contact Information (name, address and telephone number)
- Agreement number
- Invoice number
- Invoice date
- Full description of work performed, including dates
- Itemized breakdown of expenses
- Total amount of request
- Original receipts(if requesting reimbursement for expenses incurred as part of the agreement)

Upon submission of invoice(s) please review your agreement and make sure all information on invoices(s) are within the agreement guidelines.

NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT

CONTRACTOR: Yale New Haven Hospital Day Care Center **AMENDMENT#:** _1_

GRANT# if applicable: _____ **AGREEMENT#:** 95384027

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Readiness-Priority COLA Grant **DATE:** 8.10.2022

FUNDING SOURCE FOR AGREEMENT: CT Office of Early Childhood

ACCT# FOR AGREEMENT: 2523-5384-56697 Loe Code 0442

FUNDING SOURCE FOR COLA AMENDMENT: CT Office of Early Childhood

ACCT# FOR SCHOOL READINESS COLA - 2523-6428-56697-0442

ORIGINAL AMOUNT OF AGREEMENT: $ 196,328

Amount of COLA amendment:$ 17,145.32

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: $196,328

___X__ACTUAL OR ___ ,ESTIMATE

AMOUNT OF THIS AMENDMENT: $17,145.32

- X _ INCREASE OR ___ .DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: $213,473.32

FUNDING SOURCE & ACCT# FOR AMENDMENT: CT Office of Early Childhood 2523-6428-56697-0442

DESCRIPTION AND NEED FOR AMENDMENT: Agreement is increasing from $196,328 by$ 17,145.32 to$ 213,473.32 to reflect State of CT Office of Early Childhood's Cost of Living Adjustment (COLA) increases for salary and fringe benefits. 50% of FY 23 COLA allocations which is $8,572.66 will be paid in September 2022 and rest 50% will be paid in January 2023.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Melissa Turner 8/16/22
(Name) (Date)

CHRO
(Title)

NEW HAVEN BOARD OF EDUCATION:

Yesi Ruiz
President

9/13/2022
(Date)

AGREEMENT# 95384027

NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Please Type

Contractor full name: Yale New Haven Hospital Day Care Center

Doing Business As, if applicable:

Business Address: 20 York Street, New Haven, CT 06510

Business Phone: 203-688-5247

Business email: lynn.wiener@ynhh.org

SS# OR Tax ID #: N/A

Funding Source & Acct # including location code: CT Office of Early Childhood 2523-5384-56697 Loc Code 0442

Principal or Supervisor: Shubhra Gupta, School Readiness Project Coordinator

Agreement Effective Dates: 07/01/22 TO 06/30/23

Hourly rate or per session rate or per day rate.

Rate set by State	Spaces approved for this Contractor	Totals
Full Day/Full Year: $8,924/child	22	$196,328

Contract total $196,328

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*
To provide an early care and education program for New Haven children between the ages of 3-4years old as stated in the policies and procedures outlined by the CT Office of Early Childhood and the New Haven School Readiness Council and described in Exhibit A Scope of Service.

Submitted by:
Shubhra Gupta, School Readiness Project Coordinator Phone: 475-220-1470

AGREEMENT# 95384027

NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between
The New Haven Board of Education
AND

YALE NEW HAVEN HOSPITAL

FOR

NEW HAVEN PUBLIC SCHOOLS' EARLY CHILDHOOD DEPARTMENT

This Agreement entered into on the 15th day of May 2022, effective (*no sooner than the day after Board of Education Approval*), and the 1st day of July, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Yale New Haven Hospital located at 20 York Street, New Haven, CT 06514 (herein referred to as the "Contractor").

Compensation:
The Board will provide funding to the Contractor pending receipt of State Award an amount not to exceed $196,328 for the provision of services at the following locations:

110-212 Davenport Avenue, New Haven, CT 06519-1302
501George Street, New Haven, CT 06511-5414

22 TOTAL — "Spaces" for **full day/full year** services to be paid at the rate not to exceed $8,924 per child/year, or $743.66 per month, for a total not to exceed $196,328

The Contractor will be paid a maximum of $196,328 for the services. Compensation will be made upon submission of monthly reports as outlined in ***Exhibit A Scope of Service.***

Fiscal support for this Agreement shall be by the **School Readiness Grant Program** of the New Haven Board of Education, **Account Number**: **2523-900-5384-56697** **Location Code**: 0442.

This agreement shall remain in effect from July 1, 2022 to June 30, 2023.

Scope of Service: *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).*
The Contractor will provide an early care and education program to New Haven children ages 3and 4 years old in a location licensed by the CT Office of Early Childhood or, exempt from licensing by the CT State Department of Education, utilizing fully staffed classrooms with personnel who are qualified by experience, training and as required by the CT Office of Early Childhood and the National Association for the Education of Young Children or the Head Start program.

***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.

The Contractor may cancel this agreement for any reason upon thirty (30) days written notice sent to the School Readiness Office and the Business Office.

Contractor Signature

5/16/22
Date

President
New Haven Board of Education

6-13-2022
Date

Lynn Wiener, Executive Director
Contractor Printed Name & Title

NEW HAVEN PUBLIC SCHOOLS

EXHIBIT A

DETAILED SCOPE OF SERVICE AGREEMENT
SPECIAL TERMS AND CONDITIONS
FOR SCHOOL READINESS PROVIDERS (referred to as the "Contractor")

Overview of School Readiness

The School Readiness Program was established in 1997 under P.A. 97-259, An Act Concerning School Readiness and Child Day Care and codified in the CT General Statutes (CGS) 10-16p–10-16u. This legislation established a state grant program to provide spaces for eligible children in priority school districts and competitive grant municipalities in high-quality programs either accredited by the National Association for the Education of Young Children (NAEYC) or Head Start approved. The School Readiness Grant Program is administered by the CT Office of Early Childhood (OEC).

The New Haven School Readiness grant provides over 1,000 spaces for three and four-year-olds in preschool programs across the city including community-based centers and classrooms within the New Haven Public Schools and Gateway Community College. New Haven Board of Education is the fiscal agent for the grant. The School Readiness Office (SRO), located in the New Haven Public Schools' Early Childhood Department is the Board's designee for the grant. The New Haven Early Childhood Council (NHECC), whose members are appointed by the Mayor and Superintendent, is responsible for making recommendations on issues related to the School Readiness Grant Program, including the application for School Readiness grants.

The School Readiness Contractor will provide early care and education program for New Haven children ages 3 and 4 years old including the services listed below and as outlined in the OEC's General Policies for State-funded Programs and its Licensing Unit, as the Policies and Procedures of the New Haven Early Childhood Council (NHECC).

SECTION 1: REQUIRED SERVICES and STAFFING

A. OUTREACH SERVICES AND RECRUITMENT OF FAMILIES

1. The Contractor is responsible for the recruitment and enrollment of eligible children. Eligibility criteria, as determined by the NHECC includes the New Haven residency requirement and allotting 75% of the total School Readiness funded spaces for families who are at or below 75% of the State Median Income as determined by the OEC.
2. Any SR space that becomes vacant will be filled within 15 business days.
3. Contractors are to keep documentation of their outreach efforts. Outreach should include contacts with the organizations that have the Memoranda of Understanding with the NHECC as well as businesses and other organizations within the vicinity of the center.
4. Contractors that are not at full capacity by October 31st must submit a recruitment plan by November 15th for approval by the NHECC. At the recommendation of the NHECC, the Board may amend the Agreement to reduce the Contractor's grant allocation.
5. Contractors who are at capacity must share their waitlist with the School Readiness Office.

B. EDUCATIONAL SERVICES

1. Learning environment, curriculum, and assessment
   a. The Contractor will provide a developmentally appropriate, play-based early care and education program for children aged 3 to 4 years and eligible 5-year-olds.,
   b. For each classroom, weekly Learning Experience Plans will be developed, followed, and archived. The content of each plan will be based on children's interests and the CT Early Learning and Development Standards (ELDS). Curriculum standards that have been cross-walked with the ELDS may also be used.
   c. A developmental screening tool will be used within the first 45 days of a child's entry into the program. Acceptable screening tools include the Ages and Stages Questionnaire and the Ages and Stages Social/Emotional Questionnaire (ASQ); the Gesell Institute Developmental Screen, Early Screening Inventory (ESI), and Temperament and Atypical Behavior Scale TABS).
   d. Classroom staff will document children's growth, understanding, and skill in the areas of cognition; social; emotional; physical health; language and literacy; creative arts; mathematics; science; and, social studies. Documentation should include teacher observations, work samples, and parent input. Teachers will document how children's ideas are incorporated into the curriculum.
2. Family participation
   a. Ongoing documentation will culminate in two annual assessment periods. Teachers will share the assessment with parents at 2 parent-teacher conferences annually. At least 80% of parents will attend 2 annual conferences. Documentation will include conference times and length, the comments, and the signatures of parents.

C. QUALITY COMPONENTS

As outlined in CT General Statutes **Sections 10-16o through 10-16u**, each program will:

1. Develop a plan for collaboration with other community programs, including public libraries. Coordinate resources to facilitate full-day and full-year child care and education programs for children of working parents and parents in education or training programs;
2. Encourage family involvement, parenting education, and outreach;
3. Provide referrals for health services, including referrals for appropriate immunizations and screenings;
4. Provide nutrition services;
5. Provide referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through access to public library services;
6. Develop admission policies that promote enrollment of children from different racial, ethnic, and economic backgrounds and from other communities;
7. Develop a transition plan for children moving from the School Readiness program to kindergarten. This includes provisions for the transfer of records from the program to the kindergarten program;
8. Develop a plan for professional development for staff; including, but not limited to, training in pre-literacy skills development, and designed to assure respect for racial and ethnic diversity;
9. Use the OEC designated sliding fee scale for families participating in the program;
10. Implement an annual evaluation of the effectiveness of the program; and

11. Develop a plan to ensure that children with disabilities are integrated into programs with children who are not disabled

D. STAFFING

1. HIRING AND STAFFING LEVELS

a. Contractors will maintain adequate teacher: child ratios that at minimum, adhere to the OEC Day Care Licensing Regulations.
b. Any staff changes will be reported to the School Readiness Office on the Staffing Coverage Form and added to the CT Registry.

2. EDUCATION REQUIREMENTS

Each classroom will meet the following:

a. OEC Day Care Licensing regulations
b. OEC Quality Staff Member education requirements
c. NAEYC or Head Start requirements

3. STAFF ORIENTATION, STAFF DEVELOPMENT

All staff will have:

a. The understanding, skills & experience to work with preschool children and families.
b. An orientation within the first two weeks of hire. This must include an overview of the School Readiness Program policies, procedures, and expectations.
c. A staff development plan that includes the education requirements set forth by OEC's Bureau of Early Care and Education and its Licensing Unit, NAEYC, and NHECC. Staff training will be documented in each staff member's file. First-year full-time staff will complete all required training by May of their first year. Part-time staff will complete the training required for the position by all regulatory agencies including the School Readiness professional development areas of language and literacy, diversity, and working with children with special needs.
d. Staff development plans will also include training in the CT ELDS, CT DOTS, or similar systems. Regular observations, at minimum quarterly and preferably once a month, by the program leader and/or education consultant will be included in the staff member's professional development plan and annual evaluation.
e. A program-wide staff development plan with proper documentation as required by NAEYC.

4. SUPERVISION

a. All staff will be supervised by the program's education leader or designee with the skills and knowledge to support their professional learning. Supervision will include classroom observations, regular meetings with staff, and a plan of goals, action steps, and measures of progress as well as the strengths observed and contributions made to the program. The plan must be updated at least twice a year.

b.1 Contractors are required to report any alleged act of commission or omission, suspicion of child abuse or neglect to all regulatory agencies within 24 hours, including the School Readiness Office (SRO), the OEC, NAEYC, and/or Head Start. Notification must include the date and time of the alleged act and the nature of the complaint. The Contractor must also notify the SRO of the results of any investigation and any actions taken by the Contractor to correct the situation.

b.2 Contractors will also inform the SRO of any notification to DCF against a parent or non-employee of an SR-funded child.

E. CONSULTATION

As required by NHECC Policies, all Contractors must have an education consultant who provides consultation to teachers and program leaders for a minimum of 2 hours per

month. This may be the education consultant on the Contractor's OEC License or maybe another qualified consultant with expertise in curriculum, assessment, classroom management, and supervision. The Contractor will notify the SRO of the education consultant selected. The consultant's time and focus will be recorded monthly.

SECTION 2: REPORTING REQUIREMENTS AND RECORD-KEEPING

A. REPORTING REQUIREMENTS

1. All reports are to be submitted by the due date. The monthly reporting periods and due dates are listed on the chart below. Monthly Reports include:
   -Priority School Readiness Monthly Report
   -Site Data Report
   -Withdrawal Report
   -Financial Report, including accounting for the collection and use of parent fees and Care for Kids funds consistent with the terms of this Contract. School Readiness funds cannot be used for paying staff bonus.
2. All Contractors are to update their program's information on the CT Registry and the ECE Reporter systems on a monthly basis.
3. Any staff changes are to be reported to the SRO within 5 business days, by updating the Staffing Coverage Plan.
4. Using the protocol established by the OEC, all state-funded programs are to email the SRO the required NAEYC, OEC, and DCF documents.
5. Annual evaluations, surveys, or other documents requested by OEC or by the SRO on behalf of the New Haven Board of Education and/or the New Haven Early Childhood Council.

B. RECORD KEEPING

1. Staff files contain a cover sheet listing completion dates of professional development training, staff self-evaluation, annual PD goals, and annual evaluations with supporting documentation on file. Staff in programs that are exempt from licensing must have a minimum of 15 hours of professional development. Notes of education leaders' and/or their designees' classroom observations, meetings with individual teachers, teaching teams and full staff are documented and outline the next steps and a timeline.
2. Child files Enrollment: contain a checklist listing all the documents required by OEC Licensing Unit and the SRO, with supporting documents on file. Records of the daily family sign-in/out sheets and daily attendance are kept on file and agree with the data submitted on the Site Data Report and in the ECIS.
   Child files Assessment: there is a system to track teachers' observation notes and assessments to ensure that all domains are assessed with ample supporting documentation. Assessments should be completed at least twice a year.
3. The Contractor will maintain books, records, documents, program and individual service records, and evidence of its accounting and billing procedures and practices for a period of 3 years.

SECTION 3: PROGRAM MONITORING

The Contractor will make all records and documents required under this Agreement as outlined here, in OEC Policies and NHECC Policies available to the SRO or its designee, the SR Fiscal Officer or their designee and the OEC. Scheduled monitoring visits will take place twice a year. The SRO and OEC reserve the right to make unannounced visits.

SECTION 4

Provision against assignment: The contractor may not at any time assign any responsibilities of this contract to any other person, persons, or agency without prior approval by SRO.

Access: The information shall be available during the hours of the Contractor's program operation and at all other reasonable times for monitoring, inspection, review, or audit by employees or agents of the Board and/or the supervising state agencies. The Board reserves the right to conduct unannounced visits to funded sites to confirm reported data.

Complaints: The Contractor will ensure that all families funded through the School Readiness Grant are aware of their rights to have their concerns/complaints addressed. The Contractor will inform families in writing of the steps to follow to have a complaint/concern resolved. This will include the contact information for the SRO. NHECC Policies and Procedures make clear the steps the SRO will take to help resolve the complaint.

Suspension and/or Expulsion: No child should be expelled or suspended from a program. In the rare instances when a child's behavior jeopardizes the safety of themselves or others, the Contractor will immediately notify the SRO in writing of the situation and the actions taken to date to remedy the concern. The Board and the NHECC reserve the right to eliminate the funded spaces in cases where it deems the termination is not in keeping with the intent of the School Readiness Program.

Insurance: the Contractor is required to provide proof of liability coverage.

Statement of Non-Discrimination: The Contractor agrees that in the performance of this Agreement and in the composition of its staff, governing bodies, and families it will not discriminate against any person or group of persons on the basis of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, sexual orientation, learning disability or on any other unlawful grounds.

Non-Renewal: in the event that this agreement is canceled or if the Board does not offer the Contractor a new Agreement of the same or similar service upon its expiration, the Contractor will assist in the orderly transfer of clients served under this Agreement to a new program and will assist in the orderly cessation of the operations under this Agreement and return of all property purchased with School Readiness funds.

Termination and Default: if the Contractor fails to fulfill its obligations under this contract, the Board, in consultation with the New Haven Early Childhood Council may:

- Temporarily Withhold payments until the obligation is fulfilled to the satisfaction of the Board;
- Temporarily or permanently discontinue services under the Agreement;
- Require that unexpended funds be returned to the Board;
- Assign appropriate personnel to execute the Agreement until such time as corrections have been made to the satisfaction of the Board;
- Require that this contract be assigned to an agency or person designated by the Board to bring the program into contractual compliance.
- Terminate this Agreement; or
- Take such other action, as the Board believes necessary.

SECTION 5: COMPENSATION FOR SCHOOL READINESS FUNDED PROGRAMS

Compensation for services is based on the approved maximum number of children served each reporting period (see below for report periods) where each child is in attendance at least one day during the reporting period. For each child served, programs will be reimbursed at the rates established by the CT Office of Early Childhood.

Compensation will be made upon the submission of an invoice and is contingent on the timely receipt of expenditure reports, invoices, and all program and service reports outlined in this Contract. In the event that reports have not been submitted by the deadlines stipulated in the Contract, the Board will delay payment until such time the report(s) are submitted and approved. The current rates are:

Full day/full-year services will be paid at the rate of $743.66 per month not to exceed $8,924 per child per year. Full day/full year is defined as 10 hours/day, 50 weeks/year, legal holidays excluded, where children regularly attend 5 days/week for at least 6 hours/day.

School day/school year services will be paid at the rate of $600.00 per month, not to exceed $6,000 per child per year. School day/school year is defined as 6 hours/day, 10 months/year, where children regularly attend 5 days/week for a minimum of 6 hours/day.

Part-day/school year services are to be paid at the rate of $450.00 per month, not to exceed $4,500 per child, per year. Part-day/school years is defined as a minimum of 2.5 hours/day, 10 months/year, where children regularly attend 5 days/week.

Monthly Reporting Due Dates—

PSRMR, SDR, Withdrawal REPORTING PERIODs		# of wks	DUE DATES
From	End Date		
July 1, 2022	July 29, 2022	4	August 2
August 1, 2022	August 26, 2022	4	August 30
August 29, 2022	September 30, 2022	5	October 4
October 3, 2022	October 28, 2022	4	November 1
October 31, 2022	November 25, 2022	4	November 29
November 28, 2022	December 30, 2022	5	January 3
January 2, 2023	January 27, 2023	4	January 31
January 30, 2023	February 24, 2023	4	February 28
February 27, 2023	March 31, 2023	5	April 4
April 3, 2023	April 28, 2023	4	May 2
May 1, 2023	May 26, 2023	4	May 30
May 29, 2023	June 23, 2023	5	June 27

SECTION 6: OUTCOME MEASURES

OUTCOMES	MEASURES
Improve access to and utilization of School Readiness Preschool Programs for New Haven 3 & 4-year-olds.	SR monthly utilization rate of 95% to 100% will be maintained from September to June 30. Programs have a detailed recruitment plan to reach out to New Haven families including families in underserved neighborhoods. Spaces that become vacant will be filled within 15 business days.
Reduce the chronic absenteeism rate.	Chronic absenteeism is defined as a monthly attendance rate of less than 85%. When attendance falls below 85%, families will be contacted, reasons for the absences and a plan to improve attendance will document progress.
Increase the quality of early childhood programs by recruiting and maintaining the current OEC education requirement: at least one teacher in every classroom with a minimum of a CDA and 12 early childhood credits.	100% of classrooms, including non-funded rooms, will meet the education requirement.
By July 1, 2022, SR-funded programs will hire teachers who meet the OEC's increased education standards by having a minimum of 50% of classroom lead teachers with an approved Associate's Degree.	SR programs have individual education plans for each staff member that includes meeting the OEC July 1, 2022 goal. Education plans are updated every six months and show progress toward the goal.
Children will show growth in all developmental domains	Classroom environments and weekly Learning Experience Plans will align and consistently include strategies to support children's development as outlined in the OEC's Early Learning Development Standards (ELDS). Assessment documentation will show 95% of all children have made progress in each developmental domain.

Revised: 5-12-22

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 to 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: 5/12/22