



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: GoGuardian

Doing Business As, if applicable:

Business Address: 2030 E Maple Avenue, El Segundo, California 90245

Business Phone: 424.220.8733

Business email: mlindman@goguardian.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: 25526363 58704 0000

Principal or Supervisor:

Agreement Effective Dates: From 07/01/2021 To 6/30/2022 with two renewal options,
July 1, 2022-June 30, 2023.
July 1, 2023-June 30, 2024.

Hourly rate or per session rate or per day rate.

Total amount: Qty: 22,000 @ \$70,620.00 per year not to exceed \$211,860

Description of Service: Please provide a one or two sentence description of the service. <https://www.goguardian.com/teacher/> Classroom monitoring system, will allow to gain instruction time through more teaching less management.

Submitted by: Gilda Herrera Phone: 475.220.1694



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(Insert Contractor Name Here)

FOR DEPARTMENT/PROGRAM:

(Insert School or Department Name Here)

This Agreement entered into on the 1 day of _July_ 2021, effective (*no sooner than the day after Board of Education Approval*), the 30_day of _July_ , 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, GoGuardian located at, 2030 E Maple Avenue, El Segundo, California 90245 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$70, 620 per year for a total of _365_ days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: _\$70,620.00 not to exceed \$211,860.00. 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 _ESSER II Budget_ **Program** of the New Haven Board of Education, **Account Number:** 25506342 -58704 **Location Code:** 0000.

This agreement shall remain in effect from July 1, 2021 to June 30, 2022 with two renewal options,
July 1, 2022-June 30, 2023.
July 1, 2023-June 30, 2024.

SCOPE OF SERVICE: *Please provide brief summary of service to be provided*
<https://www.goguardian.com/teacher/> Classroom monitoring system, will allow to gain instruction time through more teaching less management.

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*. Contractors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney’s fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor’ breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days’ written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Contractor Signature

President
New Haven Board of Education

Date

Date

Contractor Printed Name & Title

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 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.