



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Lulac Head Start

Doing Business As, if applicable:

Business Address: 250 Cedar Street, New Haven, CT 06519

Business Phone: 203-836-5880

Business email: mikyleb@lulacheadstart.org

Funding Source & Acct # including location code: CT Office of Early Childhood  
 2523-6428-56697/ Loc Code 0442

Principal or Supervisor: Vanessa Valencia-Diaz, Director of Early Learning

Agreement Effective Dates: 07/01/23 to 06/30/24

Hourly rate or per session rate or per day rate.

<u>Rate set by State</u>	<u>Spaces approved for this Contractor</u>	<u>Totals</u>
Full Day/ Full Year: \$779.33/child	118	\$77,933.00
Lulac Head Start	90	
Lulac Head Start: Mill River Center	28	
		Contract Total \$77,933.00

Description of Service: Please provide a one or two sentence description of the service. The Contractor will provide an early care and education program to New Haven children ages 3 and 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 full 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 of the Head Start program.

Submitted by: \_\_\_\_\_ Phone: \_\_\_\_\_



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

**From:** Vanessa Valencia-Diaz

**Date:** 10/12/2023

**Re:** Lulac Head Start, Mikyle Byrd-Vaughn

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:** Lulac Head Start

**Description of Service:** The Contractor will provide an early care and education program to New Haven children ages 3 and 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 full 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 of the Head Start program.

2. **Amount** of Agreement and hourly or session cost: \$77,933.00

3. **Funding Source** and account number: CT Office of Early Childhood/ Acct: 2523-6428-56697/  
Loc Code 0442

4. Approximate number of staff served through this program or service: 12

5. Approximate number of students served through this program or service: 118

6. **Continuation/renewal or new Agreement?**

**Answer all questions:**

- a. If continuation/renewal, has the cost increased? If yes, by how much?
- b. What would an alternative contractor cost?
- c. If this is a continuation, when was the last time alternative quotes were requested?
- d. For new or continuation: is this a service existing staff could provide. If no, why not?

7. **Type of Service:**

**Answer all questions:**

- a. Professional Development?
  - 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?
- c. School Readiness or Head Start Programs?

d. Other: (Please describe)

**8. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business?
- b. Is the Contractor Local?
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
- d. Is the Contractor a public corporation?
- e. Is this a renewal/continuation Agreement or a new service?
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

**9. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:**

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
- d. Who were the members of the selection committee that scored bid applications?
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

**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?
- 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?

11. Why do you believe this Agreement is fiscally sound?

12. What are the implications of not approving this Agreement?



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

LULAC HEAD START  
FOR

NEW HAVEN PUBLIC SCHOOL'S EARLY CHILDHOOD DEPARTMENT

This Agreement entered into on the 14<sup>th</sup> day of November 2023, effective (*no sooner than the day after Board of Education Approval*), the 14<sup>th</sup> day of November, 2023, by and between the New Haven Board of Education (herein referred to as the "Board" and, Lulac Head Start located at 250 Cedar Street, New Haven, CT 06519 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$77,933.00 for the provision of services at the following locations:

250 Cedar Street, New Haven, CT 06519  
375 James Street, New Haven, CT 06513

118  
TOTAL

"Spaces" for a full day/ full year services to be paid at the rate not to exceed \$779.33 per month, for a total not to exceed \$77,933.00.

The maximum amount the contractor shall be paid under this agreement: \$77,933.00.  
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 Priority- COLA Grant Program** of the New Haven Board of Education, **Account Number:** 2523-6428-56697 **Location Code:** 0442.

This agreement shall remain in effect from July 1,2023 to June 30, 2024.

**SCOPE OF SERVICE:** The Contractor will provide an early care and education program to New Haven children ages 3 and 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 full 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 of the Head Start program.

**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 Privacy - attached*

*Exhibit C: Contractor’s Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.*

**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

**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-old’s 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 an 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 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 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 31<sup>st</sup> must submit a recruitment plan by November 15<sup>th</sup> 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.

**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 old’s.
  - 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 signature of parents.

**B. 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 childcare 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

**C. 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 members file. First year full time staff will complete all required trainings by May of their first year. Part time staff will complete trainings 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, 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 a SR funded child.

**D. 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 may be 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.
- 2. All Contractors are to update their program's information on the CT Registry and the ECIS 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, 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 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 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, 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 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.

**SECTION 6: OUTCOME MEASURES**

<b>OUTCOMES</b>	<b>MEASURES</b>
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% classrooms, including non-funded rooms will meet the education requirement.
By July 1, 2029, SR funded programs will hire teachers who meet the OEC’s increased education standards. All Lead Teachers will have Bachelor’s Degree in Early Childhood Education or equivalent degree approved by the Office of Early Childhood Education.	SR programs have individual education plans for each staff member that includes meeting the OEC July 1, 2029 goal. Education plans are updated every six months and show progress toward the goal.
Children’s 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.



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.

## AGREEMENT

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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.