

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Mystic Aquarium

AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: 96399759

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: _____ DATE: October 31, 2023

FUNDING SOURCE FOR AGREEMENT: ARP ESSER III Carryover

ACCT # FOR AGREEMENT: 25536399/56697 0019

ORIGINAL AMOUNT OF AGREEMENT: \$7,650.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$7,650.00

x ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0

INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$7,650.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: Interdistrict Funds 270 433 19 56697

DESCRIPTION AND NEED FOR AMENDMENT: Funding source/account for the agreement between Mauro Sheridan and the Mystic Aquarium will be adjusted. The account line 25536399/56697 0019 does not exist, so funding source will be Interdistrict Funds, Acct # 270 433 19 56697 in the original amount of \$7,650.00, instead.

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

CONTRACTOR'S SIGNATURE: Mary Ellen Matiliska 10/31/23
(Name) (Date)

Sr. Director of Education & Conservation
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET**Cover Sheet is an Internal Document for Business Office Use****Please Type**

Contractor full name: Mystic Aquarium

Doing Business As, if applicable: N/A

Business Address: 55 Coogan Blvd.
Mystic, CT 06355

Business Phone: 860-572-5955 ext. 431

Business email: educationinfo@mysticaquarium.org

Funding Source & Acct # including location code: 2553-6399-56697-0019

Principal or Supervisor: Sandra Kaliszewski

Agreement Effective Dates: From 10/09/23 to 06/30/24.

Hourly rate or per session rate or per day rate. \$850/session

Total amount: \$7,650.00

Description of Service:

Mystic Aquarium's Traveling Outreach Program will provide Mauro-Sheridan students in grades 3-5 with 45 minutes of learning to 6 classrooms one day per month from October through June. Students will explore topics in sea animals, the sea shore, coral reef communities, invertebrates, whales, amphibians, etc. with hands on activities.

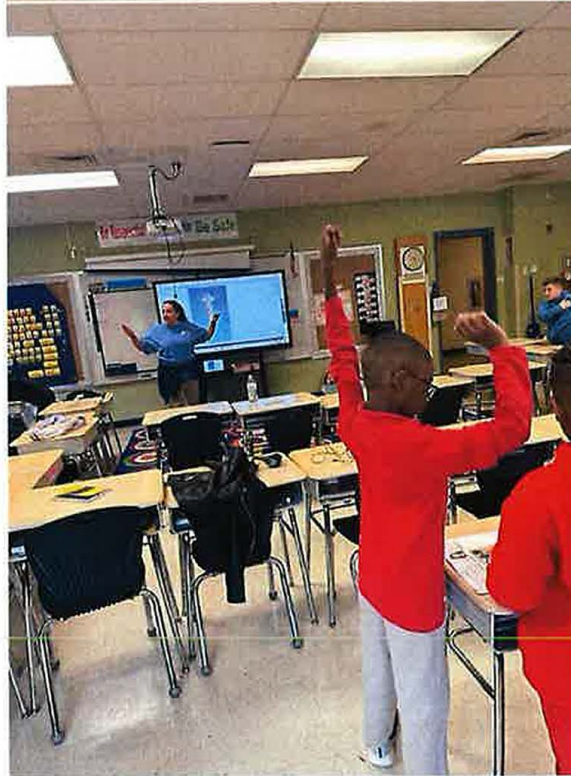
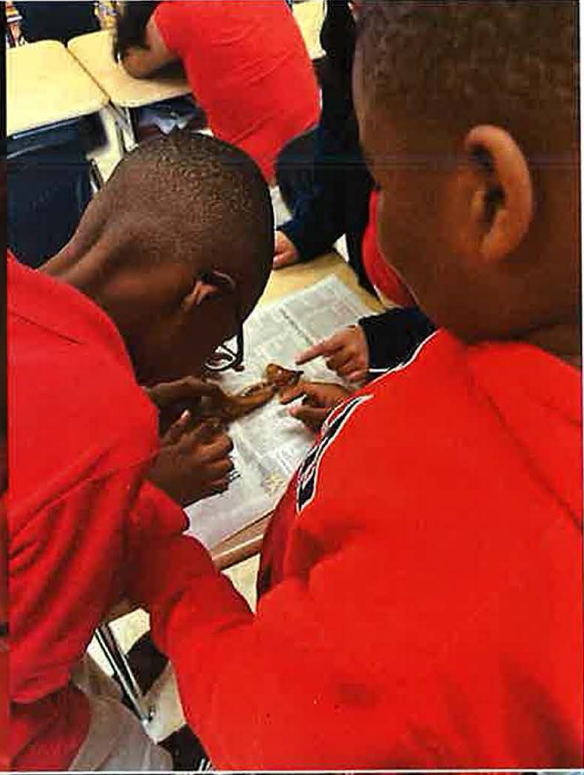
Submitted by: Sandra Kaliszewski Phone: (475) 220-2800



NEW HAVEN PUBLIC SCHOOLS

23-24 MAURO SHERIDAN/MYSTIC AQUARIUM AGREEMENT, 11.B







Sara

My favrit part is when
they brought Anamis
and i like it because
we can touch them

Isaac

My Favorite from mystic was the animals they had brought.
Because we got touch them with our fingers it was fun!

Arielle

My favorite part was when we picked
a animal from the bag and we
had to say what the name of the
animal they were holding.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Mystic Aquarium

FOR DEPARTMENT/PROGRAM:

Mauro-Sheridan Interdistrict Magnet School

This Agreement entered into on the 15 day of September 2023, effective (*no sooner than the day after Board of Education Approval*), the 9 day of October, 2023, by and between the New Haven Board of Education (herein referred to as the “Board”) and Mystic Aquarium located at, 55 Coogan Blvd, Mystic, CT 06355 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$850.00 per day, for a total of 9 days.

The maximum amount the contractor shall be paid under this agreement: \$7,650.00.

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 ARP ESSER III **Program** of the New Haven Board of Education, **Account Number:** 2553-6399-56697 **Location Code:** 0019. C/O Program

This agreement shall remain in effect from October 9, 2023 to June 30, 2024.

SCOPE OF SERVICE: *The Mystic Aquarium Traveling Outreach Program will provide Mauro-Sheridan students in grades 3-5 with 45 minutes of learning across six different classrooms, one day per month from October 2023 through June 2024. Students will explore topics related to sea animals, the sea shore, coral reef communities, invertebrates, whales, amphibians, etc. with hands on activities.*

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.

Mary Ellen Mateleska
Contractor Signature

Lyni Ruiz
President
New Haven Board of Education

9/15/23
Date

10/23/2023
Date

MaryEllen Mateleska Senior Director of
Contractor Printed Name & Title Education &
Conservation



MYSTIC AQUARIUM

55 Coogan Boulevard
Mystic, CT 06355
P 860 572 5955
F 860 572 5969
W mysticaquarium.org

Mystic Aquarium Scope of Service for Mauro Sheridan Interdistrict Magnet School

Summary: *The Mystic Aquarium Traveling Outreach Program will provide Mauro-Sheridan students in grades 3-5 with classroom programming for six different classrooms, Students will explore topics related to sea animals, the seashore, coral reef communities, invertebrates, whales, amphibians, etc. with hands on activities.*

Duration: *There will be 6 classroom programs each day (1 for each class), one day per month from October 2023 through June 2024. Each classroom program will be 45 minutes long with an instructional lesson and activity or animal experience. Two instructors will be sent per day, each teaching 3 classes throughout the designated timeframe.*

Cost: *The cost of these programs is \$850 per day for a total of 9 days, with the total cost being \$7,650.00 for all 9 days.*

The mission of Mystic Aquarium is to inspire people to care for and protect our ocean planet through conservation, education and research.



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.