Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Connecticut RISE Network, Inc.

Doing Business As, if applicable:

Business Address: 700 State St., #301, New Haven, CT 06511

Business Phone: 203-535-0320

Business email: info@ctrise.org

Funding Source & Acct # including location code: 2553-6399-50136-103

Principal or Supervisor: Dr. Paul Whyte

Agreement Effective Dates: From <u>09/12/23</u>. To <u>06/30/24</u>.

Hourly rate or per session rate or per day rate: \$177/hr for 175 total hours of coaching and professional learning services; \$237.50/session for materials and supplies for each of 10 professional learning sessions

Description of Service: Please provide a <u>one or two sentence description</u> of the service. *Please do not write "see attached."*

Participation in a regional community of practice designed to promote Grade 9 on-track achievement. Coaching and professional development services for Grade 9 leaders at Cross and Hillhouse high schools to improve systems and practices around the middle to high school transition.

Submitted by:Dr. Paul Whyte Phone 475-220-1016	
--	--



Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Dr. Paul Whyte

Date: 9/5/23

Re: Freshman Focus Network - Grade 9 coaching and professional learning

for Cross and Hillhouse high schools

Please <u>answer all questions and attach any required documentation as indicated below</u>. 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: Connecticut RISE Network, Inc.
- 2. **Description of Service**: The RISE Network is eager to support New Haven's comprehensive high schools in strengthening the Grade 9 transition through participation in RISE's 2023-24 Freshman Focus Network. This investment in Grade 9 on-track achievement directly aligns with the district's aim to improve high school graduation rates, as well as college and career access. Through this partnership, Hillhouse and Cross high schools will participate in a yearlong improvement network with other high schools seeking to improve freshman success. Participation in the Freshman Focus Network includes the following services and capacity-building experiences for leaders of both high schools:
 - Adaptive Leadership Coaching In seven coaching sessions throughout the school year, a dedicated RISE coach will work with each schools' Grade 9 leadership team to reflect on strategy implementation and student outcome data. To start, leaders will define a school based focus area aligned to RISE's Conditions for Freshman Success. Leaders will receive support in setting goals, monitoring progress, and addressing technical and adaptive challenges. In addition, to invest in the on-track data team, a key lever to promote purposeful educator collaboration and Grade 9 on-track achievement, RISE coaches will visit a Grade 9 team meeting in the fall to observe, provide feedback, and strategize with administrators and teacher leaders.
 - Grade 9 Leadership Summits Participating schools will engage with other schools by having two to three members of their core Grade 9 leadership team (e.g., administrator, teacher leader(s), counselor) attend two in-person and three virtual cross-district sessions to continue building knowledge around Grade 9 success and to share and problem-solve challenges. In person Leadership Summits will be half-day events held in Connecticut, and virtual gatherings will be two-hour sessions hosted on Zoom.
 - Virtual Learning Opportunities RISE will facilitate five one-hour virtual gatherings for all educators in the network to collaboratively advance our network goals and strategies. Each participating school will be invited to register staff for gatherings.

- Grade 9 Newsletter and Resources To promote ongoing learning among network members, RISE will send a monthly newsletter to educators from all participating schools that will highlight promising best practices and provide timely resources for teams to make use of in advancing freshman success.
- School Visit Each participating school will receive up to 4 seats at a half-day, in-person visit to a RISE core network partner high school in Connecticut. Teams will observe Grade 9 structures and practices, connect with and learn from fellow educators working on building freshman success, and reflect on implementation and strategy design in their own contexts in light of observations.

RISE has partnered with both Hillhouse and Cross through the Connecticut FAFSA Challenge, which RISE facilitated in partnership with the Connecticut State Department of Education. Additionally, members of both schools' leadership teams have worked closely with RISE on Grade 9 efforts in the past in other schools and districts, including Career High Schools. We are pleased to know of the continuation of many on-track strategies at Career following RISE's years of collaboration with dedicated educators there.

Participation in the 2023-24 Freshman Focus Network project will build on learning at the Grade 9 Summer Symposium, which teams from both Cross and Hillhouse attended in June 2023. Through the Freshman Focus Network, RISE will work directly with Grade 9 leaders and team members to pursue goals for further establishing key conditions for success, provide regular feedback and coaching, and facilitate a multi-district network that will help further the learning of New Haven educators.

Primary objectives:

- Strengthen foundational conditions for Grade 9 success in James Hillhouse and Wilbur Cross high schools through the facilitation of improvement cycles.
- Foster cross-school collaboration and learning around systems and practices that enable successful high school transitions.
- 3. Amount of Agreement and hourly or session cost: A total of \$33,000 (\$16,500 per school) for both schools' participation in the Freshman Focus Network throughout the 2023-24 school year. \$177/hr for 175 total hours of coaching and professional learning services; \$237.50/session for materials and supplies for each of 10 professional learning sessions
- 4. **Funding Source** and account number: 2553-6399-50136-0103
- 5. Approximate number of staff served through this program or service: Approx. 60 staff.
- 6. Approximate number of students served through this program or service: Approx. 900 students.

7. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? N/A
- b. What would an alternative contractor cost: N/A
- c. If this is a continuation, when was the last time alternative quotes were requested? N/A

d. For new or continuation: is this a service existing staff could provide. If no, why not? No. RISE is uniquely positioned to engage Hillhouse and Cross educators in a cross-school and cross-district improvement network. Schools too often experience barriers to collaboration and cross-school learning, and the Freshman Focus Network is designed to bring together talented teachers, counselors, and administrators so that they can learn with and from one another. We believe that Hillhouse and Cross staff are then best positioned to take, adapt, and implement strategies in ways that align with their unique school contexts. RISE will provide the services that it is uniquely positioned to offer, and NHPS educators will then be empowered to lead improvement efforts in their schools.

8. Type of Service:

Answer all questions:

- a. Professional Development? Yes.
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No. RISE has eight years of experience helping a diversity of schools improve Grade 9 on-track achievement, leading to double-digit gains across multiple schools and districts. RISE has unique content expertise and facilitation skills in these areas; however, RISE also delivers all coaching and materials in ways that intentionally allow for turnkey training. In other words, RISE builds the capacity of local educators to lead subsequent professional development with their staff, as has already occurred through RISE sessions in which NHPS educators have taken part.
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?

 The Connecticut RISE Network is a 501(c)(3) organization led by Emily Pallin, the organization's Executive Director and co-founder.
- b. Is the Contractor Local?

 The Connecticut RISE Network is a 501(c)(3) organization based in New Haven, CT.
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? The Connecticut RISE Network is a 501(c)(3) organization based in New Haven, CT. RISE works with public schools in Connecticut and across the Northeast region.
- d. Is the Contractor a public corporation?
- e. Is this a renewal/continuation Agreement or a new service? This is 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:

Yes, the output of this Agreement will contribute to building internal capabilities. Through participation in the Freshman Focus Network, administrators and educators at Cross and Hillhouse high schools will benefit from coaching and professional learning experiences. This development will build their capacity to lead colleagues - and by extension students - in strengthening the middle school-to-high school transition. The RISE Network is committed to building local capacity and systems to lead to sustainable student outcomes.

- 10. 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: The RISE Network team includes former school administrators, former teachers and counselors, data specialists, and nonprofit leaders who work hand-in-hand with educators in partner schools. As the conveners and facilitators of the RISE Network, RISE staff provide a range of resources and services to our RISE Network partners.

More information is available at RISE's website: www.ctrise.org

- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Unique Service
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? RISe has a record of success with 9th Grade and High School Transition services.
- 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.

11. 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? RISE's work will help our comprehensive high schools' leadership teams address increasing challenges in the middle school-to-high school transition. Through the CSDE's Accountability System, the state measures the percentage of Grade 9 students who earn at least six credits in their first year of high school, and we look to see increases in the on-track rate for Grade 9 students. More foundationally, we will look to strengthen key conditions for success in Grade 9, including data visibility, defined leadership, and teaming structures, as a result of RISE's work with the high school teams.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
- c. How is this service aligned to the District Continuous Improvement Plan?

 This work aligns to the College and Career Readiness components of the District Continuous Improvement Plan, specifically the priority area around supporting success in the middle school-to-high school transition: "Provide targeted support for student success in the transition from 8th grade to high school, especially for those students most in need of support."

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

This partnership is a capacity- and systems-building investment in two high schools, meaning that participation in the Freshman Focus Network is designed to support school-sustained improvements. Research also shows that by promoting Grade 9 on-track achievement, districts lower costs in other areas. For example, by keeping more schools on-track toward graduation, we reduce student retention, the need for additional teachers/course sections, credit recovery coursework, and other related costs.

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

By not investing in Grade 9, students will continue to experience difficult transitions between middle to high school. Research shows that Grade 9 on-track achievement is the single best predictor of on-time high school graduation rates. By not improving Grade 9 student outcomes, there is a strong likelihood that too many students will not graduate on time or be prepared for postsecondary success, which perpetuates opportunity gaps for historically marginalized subgroups.

Rev: 8/2021



AGREEMENT By And Between The New Haven Board of Education AND

The Connecticut RISE Network

FOR DEPARTMENT/PROGRAM:

Wilbur Cross High School and James Hillhouse High School

This Agreement entered into on the 12th day of September 2023, effective the 30th day of June, 2024, by and between the New Haven Board of Education (herein referred to as the "Board" and, the Connecticut RISE Network located at 700 State Street #301, 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 \$33,000.

The maximum amount the contractor shall be paid under this agreement: \$33,000. 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 byARP ESSER Board of Education, Account Number : 2553-6399-50136-Lo	
This agreement shall remain in effect fromSeptember 2023-J	June 2024 to

SCOPE OF SERVICE: In the space below, please provide brief summary of service.

- Monthly coaching sessions for each school's Grade 9 leadership team
- Observational site visit to each school's Grade 9 team
- Administrator participation in cross-school leadership summits with educators from other Freshman Focus Network schools across New England to reflect on outcomes, share promising practices, and continue building knowledge around Grade 9 success

- Administrator and educator participation in cross-school virtual gatherings with educators from other Freshman Focus Network schools across New England to learn from best practices in supporting strong Grade 9 transitions
- Participation in facilitated school visit to a RISE Network partner high school for several educators from each school
- Provision of Grade 9 newsletter and resources

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

Cil Odi

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*. Contactors <u>may begin service no sooner than the day after Board of Education approval</u>.

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.

my roug	
Contractor Signature	President
August 28. 2023	New Haven Board of Education
Date	Date
Emily Pallin, RISE Executive Director	
Contractor Printed Name & Title	

Revised: 9-27-21

EXHIBIT B

Scope of Work



Project Name:

Grade 9 On-Track Strategic Coaching at James Hillhouse and Wilbur

Cross High Schools

Consultant Name:

Connecticut RISE Network, Inc.

Project Start Date:

September 12, 2023

Anticipated End Date: June 30, 2024

Purpose

RISE is eager for the opportunity to support New Haven's comprehensive high schools in strengthening systems around the Grade 9 transition, an effort closely connected to the district's aim to fortify college and career access and readiness. RISE has worked with both Hillhouse and Cross through the Connecticut FAFSA Challenge, which RISE partners with the Office of the Governor to facilitate. Additionally, members of both schools' leadership teams have worked closely with RISE on Grade 9 efforts in the past, whether at Career High School, elsewhere in New Haven, or in other districts with which RISE has partnered. We are heartened to know of the continuation of many on-track strategies at Career following RISE's years of work in close partnership with dedicated educators there.

This proposed scope of work will build on learning at the Grade 9 Summer Symposium, which teams from both high schools attended in June 2023. Through this partnership, RISE will work directly with Grade 9 leaders and team members to pursue goals for further establishing key conditions for success, provide regular feedback and coaching, and facilitate a multi-district network that will help further the learning of New Haven educators.

Project Objectives

- Further the establishment of foundational conditions for Grade 9 success in James Hillhouse and Wilbur Cross high schools through the facilitation of improvement cycles.
- Foster cross-school collaboration and learning around systems and practices that enable successful high school transitions.

RISE Network Overview

The RISE Network's mission is to ensure all RISE high school students graduate with a plan and the skills and confidence to achieve college and career success. Founded in 2015, RISE partners with Connecticut public high schools to lead statewide networks where school communities work together to use data to learn and improve. Through its core and most comprehensive network, RISE partners with nine high schools and eight public school districts, serving

over 13,000 students; the majority of RISE students identify as Black, Latinx, and/or low-income. RISE high schools work together to ensure all students experience success as they transition to, through, and beyond high school by using data to pinpoint needs, form hypotheses, and pursue ideas to advance student achievement. Over the past seven years, RISE high schools have achieved double-digit gains improving Grade 9 on-track achievement, four-year-high school graduation rates, and student identification of postsecondary plans, while also decreasing subgroup gaps across all indicators. In 2021, the RISE Network was honored to receive the Carnegie Foundation's annual Spotlight on Quality in Continuous Improvement recognition. Increasingly, RISE is pursuing opportunities to scale its impact through consulting partnerships with public school districts, state agencies, and non-profit organizations. RISE is eager to partner with mission-aligned organizations to improve student outcomes and close opportunity gaps.

September 2023-June 2024 Project Milestones

Milestone Activity	Quantity	Frequency
Adaptive Leadership Coaching for Grade 9 Leaders: Coaching sessions for each school's Grade 9 leadership team to reflect on strategy implementation and student outcome data, rooted in a school-based focus area aligned to RISE's foundational conditions for freshman success. Leaders will receive support in setting goals, monitoring progress, and addressing technical and adaptive challenges. This line includes a visit to a Grade 9 team meeting to observe, provide feedback, and strategize with administrators and teacher leaders.	Hour-long coaching meetings with each school's Grade 9 leadership team	Monthly
Grade 9 Leadership Summits : Invitations for 2-3 members of each school's core Grade 9 leadership team (e.g., administrator, teacher leader(s), counselor) to in-person, cross-district sessions with other Freshman Focus Network schools to continue building knowledge around Grade 9 success and to share and problem-solve challenges.	Half-day, in-person convening-style gatherings	Quarterly
Virtual Grade 9 Learning Opportunities : Invitations for Grade 9 leaders and team members to cross-school gatherings for educators in similar roles to collaboratively advance network goals and strategies.	Hour-long virtual sessions	Bimonthly
Grade 9 Newsletter and Resources : Monthly newsletter to educators from all participating Freshman Focus Network schools to highlight best practices and provide timely resources for teams to make use of in advancing Grade 9 success.	Newsletters and resource sets	Monthly
Demonstration School Visit : Invitations for up to 4 members of each school's team seats at a facilitated visit to a RISE core network partner high school to observe Grade 9 structures and practices, connect with and learn from fellow educators working on building freshman success, and reflect on implementation and strategy design in their own contexts in light of observations.	Half-day school visit	One-time

Project Deliverables through June 2024

The Consultant will be responsible for delivering the following final deliverables no later than June 30, 2024:

Slide decks and associated materials from Grade 9 Summer Symposium sessions

- Agendas, slides, and pre-work for Freshman Focus Network Grade 9 Leadership Summits
- Agendas and associated materials for adaptive coaching of Grade 9 leadership teams
- Monthly Freshman Focus Network newsletters and associated resources

Cost Summary

The Consultant will be paid no more than a total of **\$33,000.00** for services described in this scope of work, to be invoiced at the following schedule:

Invoice Date	Invoice Amount
Upon the execution of the agreement.	\$8,250.00
January 1, 2024	\$8,250.00
April 1, 2024	\$8,250.00
Upon completion of final project deliverables and milestones	\$8,250.00

Partnership Principles

Through our consulting engagements, we prioritize partnerships that reinforce the following principles:

- Impact: We prioritize excellent and equitable student outcomes through all of our work. While most of our partnerships involve capacity- and systems-building work with educators, we remain deeply focused on how these investments translate to improved student experiences and results. We hold ourselves accountable for student outcomes, and we ask our partners to do the same.
- Collaboration: Our approach is deeply collaborative. We believe in empowering partners and school
 communities to create the changes they want to see for their students, caregivers, and educators. We roll up
 our sleeves alongside partners to understand the school context and iteratively develop approaches that
 reflect the voices and feedback of school community members.
- **Sustainability:** We strive to ensure that strategies and mindsets cultivated during the partnership live on far beyond the partnership. We are committed to building capacity, structures, and solutions that local educators champion and will sustain over time. We also believe in approaches that are scalable and cost effective, ensuring the school and district can maintain the work.
- **Equity:** We partner exclusively with organizations and districts committed to disrupting opportunity gaps with a focus on communities that serve high concentrations of historically marginalized populations. Our data-driven approach centers our work in evidence and personalization. We differentiate support for schools and educators, just as we support educators in differentiating their support for students. We value diversity and strive to create inclusive spaces where unique perspectives are welcomed and embraced.
- Improvement: As an organization that facilitates networks for school improvement, we are committed to inquiry cycles and seek to grow, learn, and improve over time. We promote disciplined reflection -- among RISE staff and with partners -- to learn from successes and challenges. We value progress and improvement over time, and we support school teams in building a culture of continuous improvement.

Partnership Assurances

RISE asks schools, districts, and partners to take accountability for progress and results, and we do the same for ourselves. Our proposal identifies a number of areas requiring deep collaboration and shared accountability. We are committed to delivering in an excellent way, and we require the following from our partners in order to do so:

- Capacity: We pursue deeply collaborative partnerships designed to be sustainable and impactful. Our work is dependent on significant access to and support from our partners. To ensure our work is completed in a timely and highly effective manner, partners must commit sufficient capacity to this effort.
- **Conditions:** Our work is complex, and dependent on policies, politics, and environments that can be challenging. While we pride ourselves on the ability to navigate difficult conditions, unexpectedly poor conditions may cause unintended barriers to completing the deliverables exactly as described.
- **Flexibility:** Together, we will embark on innovative and ambitious projects. This work is necessarily dynamic. We ask our partners to be understanding of the occasional need to revisit and modify components of the work plan in order to pursue our intended outcomes.
- **Diversity, Equity, and Inclusion:** Achieving educational equity requires our collective efforts to close long-standing opportunity gaps for historically marginalized populations. We ask partners to confront policies, structures, and practices that may perpetuate inequities, and we ask partners to facilitate transparent and inclusive processes to empower educators, caregivers, and students in shaping improvement efforts.
- **Communication:** Changes to the scope of work will require mutual agreement. We make every effort to communicate early and often about the changing nature of our work and ask our partners to do the same. We ask the partner to identify a communications lead for the central office, as well as each of the partner schools. That way, we can remain coordinated and ensure effective communication.
- **Transparency and Access:** Given the collaborative nature of our work, we will work to establish reciprocal access and transparency. This will ensure that RISE supports are timely, aligned, and representative of organizational context and needs.

Student Confidentiality. To allow the sharing of records subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable student information is maintained, the Consultant (Connecticut RISE Network, Inc.) and officials, agents, and employees of the Consultant who have involvement with or are performing services for the Client (New Haven Public Schools) pursuant to this Agreement shall comply with: (a) the provisions of FERPA; and, (b) any Client policies regarding confidentiality of records, provided that a copy of said policies have been provided by the Client to the Contractor.

For the purposes of this Agreement and the specific functions conducted pursuant to this Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow the Consultant and its officials, agents, and employees who have involvement with or are performing services for the Client pursuant to this Agreement to maintain, use, disclose, or share student record information in a manner not allowed under state or federal law or regulation or rule or Client policy or regulation. If the Consultant or any officer, agent, or employee of the Consultant who has involvement with or performs services for the Client pursuant to this Agreement fails to adhere to said policies, laws, rules, and regulations, the Client shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the breach of this Agreement.



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

