



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Yale University – Office of New Haven Affairs

Doing Business As, if applicable:

Business Address: 433 Temple Street

Business Phone: 203-432-4098

Business email: claudia.merson@yale.edu

No Funding is needed.

Description of Service: This is a non-financial data sharing agreement that expresses the mutual intent of New Haven Public Schools (hereinafter the “District”) and Yale University, Office of New Haven Affairs (hereinafter “Yale”) to encourage the participation of District students in Yale Pathways to Science and Pathways to Arts and Humanities Programs at Yale (hereinafter “Pathways”) by establishing mutually acceptable standards for protecting student information.

Submitted by: John Nguyen Phone: 475.220.1160



Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: John Nguyen
Date: November 28, 2023
Re: Data Sharing Agreement with Yael University – Office of New Haven Affairs

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:** Yale University – Office of New Haven Affairs
2. **Description of Service:** Non-Financial Data Sharing Agreement – enabling students to take college level courses at Yale University
3. Approximate number of students served through this program or service: Approximately 400 students yearly
4. **Continuation/renewal or new Agreement? Renewal**
5. **Type of Service:** New Haven Public Schools (hereinafter the “District”) and Yale University, Office of New Haven Affairs (hereinafter “Yale”) to encourage the participation of District students in Yale Pathways to Science and Pathways to Arts and Humanities Programs at Yale (hereinafter “Pathways”)
 - 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?** Not a professional development program
 - b. After School or Extended Hours Program? Yes**
 - c. School Readiness or Head Start Programs? No**
 - d. Other:** New Haven Public Schools (hereinafter the “District”) and Yale University, Office of New Haven Affairs (hereinafter “Yale”) to encourage the participation of District students in Yale Pathways to Science and Pathways to Arts and Humanities Programs at Yale (hereinafter “Pathways”)
6. **Contractor Classification:**
 - Answer all questions:**
 - a. Is the Contractor a Minority or Women Owned Business? No
 - b. Is the Contractor Local? Yes
 - c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Not-for-Profit
 - d. Is the Contractor a public corporation? No

- e. Is this a renewal/continuation Agreement or a new service? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? None
- g. Will the output of this Agreement contribute to building internal capabilities? No

7. **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? Enables high schools to take college level courses at Yale University taught by Yale Professors.
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Approximately 400 students experience the rigor of participating in course at a university and have the potential to receive college credit by participating in the Yale Pathways to Science and Pathways to Arts and Humanities Program at Yale.
 - c. How is this service aligned to the District Continuous Improvement Plan? This program aligns with goal 1.4 College and Career Readiness (Ensure that all students have access to learning opportunities that are specifically aligned to the skills needed for a range of future work and life experiences. Increase student enrollment and success in college-level courses. Support students in seamless transitions from middle school to high school and high school to life) since it provides students opportunities to take university level courses at Yale University.
8. Why do you believe this Agreement is fiscally sound? This is fiscally sound between there is no finances involved.
9. What are the implications of not approving this Agreement? The implications of not approving this agreement are that it would prevent approximately 400 students from experiencing university level courses at Yale University each year. Also, not signing this agreement would end our long partnership with them when the first MOU signed in 2011. In addition, if our students wanted to take these courses at another location, then it would cost our students a lot of money.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Yale University – Office of New Haven Affairs

FOR DEPARTMENT/PROGRAM:
Office of Research, Assessment, and Evaluation

MEMORANDUM OF UNDERSTANDING
New Haven Public Schools and
Yale University – Office of New Haven Affairs

This Memorandum of Understanding (hereinafter “Agreement”) expresses the mutual intent of New Haven Public Schools (hereinafter the “District”) and Yale University, Office of New Haven Affairs (hereinafter “Yale”) to encourage the participation of District students in Yale Pathways to Science and Pathways to Arts and Humanities Programs at Yale (hereinafter “Pathways”) by establishing mutually acceptable standards for protecting student information.

Recitals

1. In order to better serve children and improve educational opportunities and instruction, the District and Yale wish to encourage District students to participate in Pathways.
2. In order to administer, evaluate, and improve Pathways, Yale wishes to gather data about District students who participate in Pathways
3. The District wishes to assist Yale in providing, evaluating, and improving Pathways in a way that protects student information.

WHEREFORE, the parties agree as follows:

1. Yale will provide the District with annual lists of Pathways students who have signed parent consent forms for the release of District data on file at Yale. Lists will include student name, District ID, grade, enrollment school, and Pathways program name (“Personally Identifiable Information” or “PII”). No PII will be provided for any Pathways’ student without a signed parental consent on file at Yale.
2. The District will provide PII to Yale twice per academic year according to format specifications as required to load data into the Salesforce system, to include mutually agreed-upon student fields (see attached “Database Fields”)

3. Relevant and fully de-identified data will be provided to Yale as comparison groups of non-Pathways program participants based on mutual agreement by the District and Yale regarding program development and evaluation requirements.
4. Yale will take the following measures to protect the confidentiality of students' PII, as defined by 34 CFR sec. 99.3:
 - a. Access to and ability to view PII in or outside the Salesforce system will be limited to Yale Office of New Haven Affairs personnel and Pathways' program staff, except as allowed by Yale's agreement with Salesforce.
 - b. PII will be used for Pathways program administration, enrollment, attendance, program development, and program improvement.
 - c. No PII will be reported in any analyses. Only aggregate summary statistics will be reported.
 - d. Yale will adopt the following data securing and confidentiality procedures:
 - i. All electronic data analysis will be performed by Pathways staff on password protected computers with anti-malware protection;
 - ii. All Yale personnel and Pathways staff with access to the data will have a signed Statement of Confidentiality on file for District review;
 - iii. Upon completion of the project, to be determined mutually by the District and Yale, all District data will be removed from the Salesforce system, and Yale will keep only a copy of these data as needed for further analysis. Removal of data from Salesforce will be confirmed with the District if partnership is terminated for any reason.
5. NO PII may be shared with third parties outside this Agreement.
6. This Agreement will become effective upon final execution and will continue until terminated by either party upon 10 days' notice to the other or June 30, 2028, whichever occurs first. This Agreement will be evaluated after June 30, 2026 and again sixty days prior to June 30 2028 to review need for any revisions, with continuation or relevant extension of the Agreement available after review of the following criteria:
 - a. Yale's adherence to Paragraph 4 of this Agreement;
 - b. Review of current database fields for possible revision.
7. The provisions regarding confidentiality and destruction of confidential data will survive its term as set forth in this Agreement. This Agreement may be amended by written amendment executed by all parties.

Superintendent
 Dr. Madeline Negrón
 New Haven Public Schools

Date

Institutional Signing Official
 Lauren Zucker

Date



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.