

NEW HAVEN BOARD OF EDUCATION
AMENDMENT TO AGREEMENT

CONTRACTOR: Area Cooperative Educational Services (ACES) AMENDMENT: 2

GRANT NO: _____ AGREEMENT NO: 91331335
AGREEMENT NO. 96108553

GRANT NAME: Alliance Grant and Operating Budget DATE: 03/15/2021

FUNDING SOURCES OF AGREEMENT: Alliance Grant

ORIGINAL AMOUNT OF AGREEMENT: \$1,479,075

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,479,075

ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0


INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,479,075

FUNDING SOURCES FOR AMENDMENT: Operating Budget, 190-410-00-56694-\$20,311

DESCRIPTION AND NEED FOR AMENDMENT: To split funding source between Alliance Account, (Climate & Culture) account # 2547-6108-56694 (\$1,458,764) Operating Budget, account #190-410-00-56694 (\$20,311). The total amount of agreement remains the same.

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

CONTRACTOR'S SIGNATURE:  _____
(Signature)

5/5/21

(Date)

NEW HAVEN BOARD OF EDUCATION:

(President)

(Date)

NEW HAVEN BOARD OF EDUCATION
AMENDMENT TO AGREEMENT

CONTRACTOR: Area Cooperative Educational Services (ACES) AMENDMENT: 1

GRANT NO: _____ AGREEMENT NO: 91331335
AGREEMENT NO. 96108553

GRANT NAME: Alliance Grant and Operating Budget DATE: 02/18/2021

FUNDING SOURCES OF AGREEMENT: Alliance Grant and Operating Budget

ORIGINAL AMOUNT OF AGREEMENT: \$1,479,075

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,479,075

√ ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

 INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,479,075

FUNDING SOURCES FOR AMENDMENT: Alliance Grant 2547-6108-56694-- \$579,075

DESCRIPTION AND NEED FOR AMENDMENT: To change the funding source from Operating Budget, account #190-410-00-56694 (\$579,075) to Alliance Account, (Climate & Culture) account # 2547-6108-56694 (\$579,075). The total amount of agreement remains the same.

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

CONTRACTOR'S SIGNATURE:  02/08/21
(Signature) (Date)

NEW HAVEN BOARD OF EDUCATION:

(President)

(Date)

91331335



AGREEMENT
By And Between
The New Haven Board of Education
AND

ACES - ASPIRE

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 21st, day of July, 2020 effective the 24th, day of August, 2020 by and between the New Haven Board of Education (herein referred to as the "Board") and, AREA Cooperative Education Services located at 350 State Street, North Haven, CT (ACES) (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,479,075 per school year for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: One Million Four Hundred Seventy Nine Thousand Nine Hundred and Seventy Five Dollars (\$1,479,075). 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 Program of the New Haven Board of Education, Operating Budget \$579,075 Account Number: 190-410-00-56694 (pending receipt of funds) Alliance Grant \$900,000 Account Number: 2547-6108-56694 (pending receipt of funds) Location Code: 0000.

This agreement shall remain in effect from August 24th, 2020 to June 30th, 2021.

SCOPE OF SERVICE:

- The New Haven Public Schools currently offers an educational program known as the ACES ASPIRE Program to "at risk" students. The Board and ACES have determined that this service/program can and should, at this time, be delivered at and through ACES.
- ACES will provide services to 40 students who are residents of New Haven.
- ACES will hire, train, supervise, make available, and discipline if applicable, all teachers, staff and related service providers as are necessary for the delivery of education to the students.
- The staff will implement in all respects the 504 plans, and/or IEP's of any disabled students having such plans. ACES staff will provide educational services to all the students in accordance with curriculum, materials and instructional levels which comply with the applicable standards issued by the Connecticut State Department of Education.

- Provide to the Board such records, reports, evaluations and documents of progress regarding each ASPIRE student and make such records available to parents and/or guardians of each student in accordance with provisions of Connecticut General Statutes Section 10-15b.
- Maintain the confidentiality of all student records in its possession in accordance with the provisions of the law.
- Permit Board representatives to observe any component of the ASPIRE program or the services being delivered to the ASPIRE students.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS

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

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 Contract through the last day of thirty (30) day notice period.


Contractor Signature

July 14, 2020

Date


President

New Haven Board of Education


Date

Timothy Howes

Contractor Name Printed or Typed