

NEW HAVEN PUBLIC SCHOOLS  
AGREEMENT COVER SHEET

Please Type

Contractor full name: Area Cooperative Education Services

Doing Business As, if applicable: ACES Behavioral Services

Business Address: 205 Skiff Street, Hamden, CT 06473

Business Phone: 203-498-6862

Business email: MStPeter@aces.org

SS#OR Tax ID#:

Funding Source & Acct # including location code: Head Start Basic

Account Number: 2532-5279-56694 Location Code: 0443

Principal or Supervisor: Mary Derwin

Agreement Effective Dates: From 9/01/23 To 06/30/24.

Hourly rate or per session rate or per day rate.

180 days @ \$510.00 for Behavior Technician (BT)

40 days @ \$772.00 for Board Certified Behavioral Analyst (BCBA)

Total amount: \$122,680.00

Description of Service: ACES will provide a Behavioral Technician and Board-Certified Behavioral Analyst to support staff and students within the Head Start Program with behavior management. Training and consultation may include but is not limited to; behavior management, determining the function of behavior and designing strategies, social skills trainings, trauma informed assessment and practices, reinforcement assessment, de-escalation training, skill acquisition strategies, classroom management, and naturalistic instruction.

Submitted by: Mary Derwin Phone: 203-980-5065



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Mary Derwin, NHPS Head Start Supervisor  
**Date:** May 18, 2023  
**Re:** ACES Agreement for Behavior Services

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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:** Area Cooperative Education Services
2. **Description of Service:** ACES will provide a Behavioral Technician and Board-Certified Behavioral Analyst to support staff and students within the Head Start Program with behavior management. Training and consultation may include but is not limited to; behavior management, determining the function of behavior and designing strategies, social skills trainings, trauma informed assessment and practices, reinforcement assessment, de-escalation training, skill acquisition strategies, classroom management, and naturalistic instruction.
3. **Amount of Agreement and hourly or session cost:**
  - 180 days @ \$510.00 for Behavior Technician (BT)
  - 40 days @ \$772.00 for Board Certified Behavioral Analyst (BCBA)
  - Total amount: \$122,680.00
4. **Funding Source** and account number: Head Start Basic 2532-5279-56694 Loc. 0443
5. **Continuation/renewal or new Agreement?**

**Answer all questions:**

  - a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal, no cost increase
  - b. What would an alternative contractor cost:
  - c. If this is a continuation, when was the last time alternative quotes were requested? This will be the first full year, ACES was not able to hire a behavior technician until the end of the 22-23SY
  - d. For new or continuation, is this a service existing staff could provide. If no, why not? No We do not have any staff members who are trained as a Behavioral Technician or Board-Certified Behavior Analysts. It is the practice of the district to contract with ACES for these specialized services and currently have ACES staff members working with the Special Education classrooms at the Dr. Reginald Mayo School.

**6. 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? No. We do not have any staff members who are trained as a Behavioral Technician or Board-Certified Behavior Analysts. It is the practice of the district to contract with ACES for these specialized services. The professional development and coaching they provide are intended to build the internal capacity.
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? Head Start
- d. Other: (Please describe) N/A

**7. 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? No
- d. Is the Contractor a public corporation? No, ACES is an Educational Foundation
- e. Is this a renewal/continuation Agreement or a new service? New service
- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Staff will learn classroom strategies for de-escalation, behavior management, determining the function of behavior, teaching social skills, and trauma informed approaches to use in the naturalistic classroom setting with individuals and groups. This learning will be able to be applied throughout their teaching careers.

**8. Contractor Selection:**

**Answer all questions**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. See attached
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Local Educational Foundation serving New Haven Public Schools
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: This is vendor is the local Educational Foundation serving New Haven Public Schools and providing contracted support to the Special Education Department within the district. This will help to provide continuity of care for some students and consistency within the Early Education Department.

**9. 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?  
ACES Behavior Services provides a wide array of services designed to assist school districts, families, and communities in supporting students presenting complex behavioral and instructional needs. These services include staff training, program

development and evaluation, staff supervision & support, classroom support, case consultation, behavior management, student assessment, instructional strategies, and Home Outreach services. For nearly three decades, ACES has successfully collaborated with school districts to enhance outcomes for students with autism, developmental delays, emotional/behavioral disorders, and learning difficulties. Services are provided by their team of richly experienced Board-Certified Behavior Analysts (BCBAs) and behavior technicians having a wide variety of knowledge and expertise in the delivery of behavior analytic services.

- 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?

A Strong Foundation in Early Learning is ensured:

If we assure that all students receive high quality accessible early childhood experiences, focusing on appropriate Child Developmental Strategies, then all students will have the necessary skills to meet their personal growth targets.

- By 2024 80% of PreK-3 students with uninterrupted learning will meet or exceed grade level literacy and math benchmarks.
- By 2024 100% of students will meet or exceed grade level growth expectations.
- By 2024 100% of elementary schools and 85% of all PreK-3 classrooms will have fully implemented play-based/inquiry-based learning.

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

This agreement is fiscally sound and has been budgeted for with Head Start Basic funds. Rising behavioral needs and dysregulation because of the pandemic made supporting staff and students with challenges a priority for the upcoming school year.

11. What are the implications of not approving this Agreement? If this agreement is not approved, we will continue to have many students with behavioral challenges that impact their ability to access their education. The employment of highly skilled and trained personnel can help staff faced with significant needs related to students who present with complex behavioral needs.



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT

By And Between

The New Haven Board of Education

AND

Area Cooperative Educational Services

And

Head Start /Early Learning Department

This Agreement entered into on the 10th day of July 2023, effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of September, 2023, by and between the New Haven Board of Education Head Start (herein referred to as the “Board” and, Area Cooperative Educational Services located at, 205 Skiff Street, Hamden, CT (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$510.00 per day, for a Behavioral Technician, for a total of 180 days and the amount of \$772.00 per day, for a Board-Certified Behavior Analyst, for a total of 40 days.

The maximum amount the contractor shall be paid under this agreement: one hundred twenty-two thousand, six hundred and eighty dollars (\$122,680.00). 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 Head Start Program of the New Haven Board of Education, **Account Number:** 2532 -5279- 56694 **Location Code:** 0443

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

**SCOPE OF SERVICE:** ACES will provide a Behavioral Technician and Board-Certified Behavioral Analyst to support staff and students within the Head Start Program with behavior management. Training and consultation may include but is not limited to; behavior management, determining the function of behavior and designing strategies, social skills trainings, trauma informed assessment and practices, reinforcement assessment, de-escalation training, skill acquisition strategies, classroom management, and naturalistic instruction.



**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.

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

**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*. 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

6-2-23  
Date

\_\_\_\_\_  
Date

Timothy Howes Deputy Executive Director  
Contractor Printed Name & Title





June 1, 2023

The following presents the agreed-upon services. A monthly invoice will be submitted to the Requesting Agency by the third week of the subsequent month. Attached to the invoice will be a record indicating the specific days on which service was provided as well as the location(s). Travel between Requesting Agency locations will be billed quarterly at the prevailing federal rate.

Requesting Agency: **New Haven Public Schools, Head Start**

Service Provider: Area Cooperative Educational Services  
 Contact Person: Carrie Hartman, Director of Clinical Services

Services Requested: Behavior management and support within the school district. Caseloads will be mutually agreed upon by the Requesting Agency designee and ACES' Director of Clinical Services

Contract Period: September 1, 2023 – June 30, 2024

Service dates will be consistent with the district school calendar (not to include pre-designated ACES professional development days). ACES staff are required to attend all ACES departmental meetings and are granted all rights as described under ACES Personnel policies.

Contract Fees: Days Contracted (minimum) = 180 days (BT)  
 Days Contracted (minimum) = 40 days (BCBA)

Daily Rate = \$510.00\*\* for BT  
 \$772.00\*\* for BCBA

\*The individual staff assigned will be at the sole discretion of the ACES Director of Clinical Services with input from the Requesting Agency representative. ACES reserves the right to make staff changes as needed.

\*\*The indicated per diem rate will be charged in entirety for all days in which the ACES staff provides at least two and not more than 7.5 hours of service to the Requesting Agency

Please sign, date, and return to *Missy St Peter, ACES Clinical Services*  
205 Skiff Street Hamden, CT 06517 | [mstpeter@aces.org](mailto:mstpeter@aces.org)

*Mary Derwin*  
 Mary Derwin, NHPS Head Staff 475.220.1467  
 Representative, Requesting Agency

\_\_\_\_\_  
Timothy Howes, ACES