



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Area Cooperative Educational Services

Doing Business As, if applicable: ACES

Business Address: 350 Skiff St. North Haven 06473

Business email: *jgufstason@aces.org*

Funding Source & Acct # including location code: 2579-5319-56694-0413, pending receipt of the grant award

Principal or Supervisor: Lynn Brantley/Jennifer Tousignant

Agreement Effective Dates: From 08/01/23-06/30/24

Hourly rate or per session rate or per day rate.
Total amount: \$324.00 day/consultant-\$68,040.00

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

Supporting all software utilized for personalized learning in school, and the comprehensive reading program adopted for SY 23/24.

Submitted by: *Lynn Brantley* Phone: 475-220-1212



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Lynn Brantley
Date: May 30, 2023
Re: ACES

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:** ACES
2. **Description of Service:** The provider will support, coach and provide technical assistance to the early literacy, universal screens mandated by SDE for the universal assessments/inventories. This provider will broaden their work to support Research, Assessment and Evaluation for the 2022-2023 SY. This provider will support the new comprehensive reading program, Into Reading/Arriba La Lectura for all electronic components for students, teachers and parents.
3. **Amount of Agreement and hourly or session cost:** \$68,040.00 210 days of service at \$324.00 day/consultant
4. **Funding Source and account number:** Priority Schools. 2579-5319-56694-0143
5. **Approximate number of staff served through this program or service:** K-12 Teachers, Literacy Coaches
6. **Approximate number of students served through this program or service:** 19,000 Students K-12
7. **Continuation/renewal or new Agreement?**

Answer all questions:

- a. If continuation/renewal, has the cost increased? Continuation from previous contract
- 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, the IT department has expressed that they can not uphold the work that is required with the staffing they presently have. Also, this vendor has worked through the pilot of the new program to be launched for SY 23-24 and has all the previous knowledge in terms of rostering and working with the technical support community for our products.

8. Type of Service:

Answer all questions:

- a. Professional Development? No
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) Technical support for various online platforms used for universal screening, and for teh Multi Tiered Support Systems in our schools

9. 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
- e. Is this a renewal/continuation Agreement or a new service? Continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No cost increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, students and teachers will have a continuation of services that only an in house technical support can provide, additionally adding the new comprehensive program supports

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 a link to the contractor's website if a company:
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? ACES is an approved CT SDE Resource Center
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A
- d. Who were the members of the selection committee that scored bid applications? N/A
- 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?

ACES serves as our RESCs support for instructional components to CT school districts. ACES delivers community-based education and training which adds to the quality in equity of schools throughout the state. RESCs are poised to serve their districts with timely, relevant, tailored and cost-effective services. All work orders are placed in a tracking system to enable us to evaluate the timeliness and effectiveness of services for our platforms. This service provider has proven to not only be timely but has gone above the requests to ensure job embedded troubleshooting for all staff members utilizing on-line personalized learning platforms.

If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Yes this is a continuation of services. ACES provides a staff person dedicated to NHPS.

12. Why do you believe this Agreement is fiscally sound? If we were to hire a staff member that can specialize in this work after training we would not only ensure their salary but also the staff's benefits resulting in a total cost of \$91,350.00 to the district. This contract brings a savings of \$28,350.00.

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

At this time NHPS is working to keep within a constrained budget. This agreement allows for expertise that is often attached to other costs if this service was provided by a staff member. Also, if this service is not in place we risk having all programming available and sustained for K-8 and HS buildings at a crucial time for the real need for personalized learning.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Area Cooperative Educational Services (ACES)
FOR DEPARTMENT/PROGRAM:
Literacy Department

This Agreement entered into on the 31st day May, 2023, effective (*no sooner than the day after Board of Education Approval*), the 11th day of July, 2023, by and between the New Haven Board of Education (herein referred to as the "Board" and, ACES Company located at, 350 Skiff St. North Haven, 06473 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of: \$324.00 per day for a total of 210 days. The maximum amount the contractor shall be paid under this agreement cannot exceed (\$68,040.00). The maximum amount the contractor shall be paid coupons 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 Priority **Program** of the New Haven Board of Education, **Account Number:** 2579-5319-56694 **Location Code:** 0413

This agreement shall remain in effect from July 11, 2023 to June 30, 2024.

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

Technical services to support all adaptive learning software and programming including universal testing programs for Math and Literacy. Technical support expanding into all adaptive software programming including: HMH Into Reading/Arriba La Lectura, Achieve 3000, Lexia, System 44, HMH Universal and databases needed for Library Media that supports our remote learning plans through: Destiny and MackinVIA

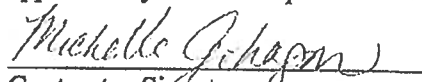
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

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

6/2/2023

Date

Date

Michelle Gohagon, Director, ACES Professional Development & School Improvement

Contractor Printed Name & Title

Revised: 8/2021



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.