



Ve NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Area Cooperative Education Services (ACES)

Doing Business As, if applicable:

Business Address: 350 State Street, North Haven, CT 06473

Business Phone: 203-498-6838

Business email: osimoes@aces.org

Funding Source & Acct # including location code:

State Interdistrict Betsy Ross Magnet School Program, Acct. # 270-43355-56697-0055;

State Interdistrict Cooperative Arts & Humanities Magnet School Program, Acct. # 270-43364-56697-0064 **and**

Federal Magnet Schools Assistance C/O Program, Acct. # 2517-6258-56697-0000

Principal or Supervisor: Jennifer Jenkins (Betsy Ross), Val Jean Belton (Coop) and Michele Bonanno (Federal MSAP Coordinator)

Agreement Effective Dates: From 8/23/22 To 06/30/23

Hourly rate or per session rate or per day rate. Service A: \$391,553.00; Service B: \$300,215.00 and Service C: \$75,000.00

Total amount: \$766,768.00

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

This contract is for support and management of the arts programs at Betsy Ross Arts Magnet Middle School, Cooperative Arts and Humanities Magnet High School and the Federal Magnet Schools Program.

Submitted by: Michele Bonanno

Phone: 475-220-1391



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michele Bonanno
Date: July 26, 2022
Re: BRAMS, COOP and MSAP Agreement

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 Service (ACES)
2. **Description of Service:** This contract is for support and management of the arts programs at Betsy Ross, Cooperative and the Federal Magnet Schools.
3. **Amount** of Agreement and hourly or session cost: Service A: \$391,553.00; Service B: \$300,215.00 and Service C: \$75,000; Total Service(s) A, B and C: \$766,768.00.
4. **Funding Source** and account number: State Interdistrict Betsy Ross School Program, Acct. # 270-43355-56697-0055; State Interdistrict Cooperative Arts & Humanities School Program, Acct. # 270-43364-56697-0064 and Federal Magnet Schools Assistance C/O Program, Acct. # 2517-6258-56697-0000.
5. Approximate number of staff served through this program or service: 20
6. Approximate number of students served through this program or service: 4500
7. **Continuation/renewal or new Agreement?** Continuation/Renewal
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No, The total contract has actually decreased by about 225,000
 - b. What would an alternative contractor cost: This contractor is considered a Sole source as they are our State approved RESC.
 - c. If this is a continuation, when was the last time alternative quotes were requested? We did not seek alternatives as ACES remains our State approved RESC.
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? No, the services provided are specific to the Arts Programs at BRAMS and COOP and the consultants are specialized in their fields.
8. **Type of Service:**
Answer all questions:
 - a. Professional Development? No

- b. If this is a professional development program, can the service be provided by existing staff? If no, why not? This agreement is not exclusive to professional development; however, the arts professionals provide it on an as need basis in collaboration with New Haven Public Schools staff.
- c. After School or Extended Hours Program? No
- d. School Readiness or Head Start Programs? No
- e. Other: (Please describe) This is a professional services contract to provide specialized artists and consultants for our magnet programs.

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? Yes, it is a local state approved Regional Service Center.
- 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
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No, this agreement is centered on providing specialized programming for students.

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: This contractor will provide professional artists, professional development and the instructional resources needed to support the arts program at both schools.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? We did not seek alternatives as ACES remains our State approved RESC.
- 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. No

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? This contractor will provide professional artists, professional development and the instructional resources needed to support the arts program at both schools.
- 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 service is strategically aligned with the school and district goals because it supports Betsy Ross and Coop in implementing a rigorous arts program aligned with the student interests and marketing and recruitment support to help the district meet its state required desegregation goals.

12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound because it is aligned with the goals of the Interdistrict and Federal funding and will support the school in increasing their instructional capacity.
13. What are the implications of not approving this Agreement? If this agreement is not approved it will impact our ability to provide the arts program that are offered to the over one thousand students who attend BRAMS and COOP.

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:

New Haven Magnet Program Services

This Agreement entered into on the 26th day of July, 2022, effective (*no sooner than the day after Board of Education Approval*), the 23rd day of August, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Area Cooperative Educational Services (ACES) located at, 350 State Street, North Haven, CT 06473 (herein referred to as the "Contractor").

Compensation (Service A): The Board shall pay the contractor for satisfactory performance of services required the amount of **\$391,553.00**.

The maximum amount the contractor shall be paid under this agreement: Three hundred ninety one thousand, five hundred and fifty three dollars (391,553.00) . Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

September, 2022	\$ 43,505.89	February, 2023	\$ 43,505.89
October, 2022	\$ 43,505.89	March, 2023	\$ 43,505.89
November, 2022	\$ 43,505.89	April, 2023	\$ 43,505.89
December, 2022	\$ 43,505.89	May, 2023	<u>\$ 43,505.88</u>
January, 2023	\$ 43,505.89	Grand Total	\$391,553.00

Fiscal support for this Agreement shall be by **State Interdistrict Magnet Schools Program** of the New Haven Board of Education, **Account Number:** 270-43355-56697 **Location Code:** 0055.

This agreement shall remain in effect from August 23, 2022 to June 30, 2023.

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

Service A: To provide professional artists in all arts areas; arts program management; instructional materials and supplies, equipment, performance and professional development to support the arts program at **Betsy Ross Arts Magnet Middle School**. This is a renewal agreement for services that have been provided in previous year.

And

Compensation (Service B): The Board shall pay the contractor for satisfactory performance of services required the amount of **\$300,215.00**.

The maximum amount the contractor shall be paid under this agreement: Three hundred thousand, two hundred and fifteen dollars (300,215.00). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

September, 2022	\$ 33,357.22	February, 2023	\$ 33,357.22
October, 2022	\$ 33,357.22	March, 2023	\$ 33,357.22
November, 2022	\$ 33,357.22	April, 2023	\$ 33,357.22
December, 2022	\$ 33,357.22	May, 2023	<u>\$ 33,357.24</u>
January, 2023	\$ 33,357.22	Grand Total	\$300,215.00

Fiscal support for this Agreement shall be by **State Interdistrict Magnet Schools Program** of the New Haven Board of Education, **Account Number:** 270-43364-56697 **Location Code:** 0064.

This agreement shall remain in effect from August 23, 2022 to June 30, 2023.

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

Service B: To provide professional artists in all arts areas; arts program management; instructional materials and supplies, equipment, performance and professional development to support the arts program at **Cooperative Arts & Humanities Magnet High School**. This is a renewal agreement for services that have been provided in previous year.

Compensation (Service C): The Board shall pay the contractor for satisfactory performance of services required the amount of **\$75,000**.

The maximum amount the contractor shall be paid under this agreement: Seventy-five thousand dollars (**\$75,000**). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

October, 2022	\$ 25,000
December, 2022	\$ 25,000
February, 2023	<u>\$ 25,000</u>
Grand Total	\$ 75,000

Fiscal support for this Agreement shall be by **Federal Magnet Schools Assistance C/O Program** of the New Haven Board of Education, **Account Number:** 2517-6258-56697 **Location Code:** 0000.

This agreement shall remain in effect from August 23, 2022 to June 30, 2023.

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

Service C: To provide support for the Magnet School Marketing and Recruitment Campaign including outreach to suburban students and consulting.

Compensation (Service A, B & C): The Board shall pay the contractor for satisfactory performance of services required the amount of **\$766,768.00**.

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.

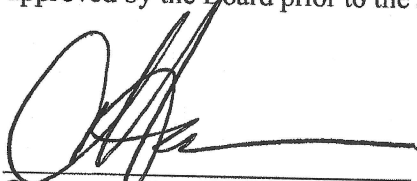
Exhibit B: Student Data Privacy - attached

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**. 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's 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

8/1/22
Date

Date

ACES

Timothy Howes Deputy Executive Director
Contractor Printed Name & Title



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.