



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Area Cooperative Educational Services (ACES)

Doing Business As, if applicable:

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

Business Phone: 203-498-6800

Business email: thowes@aces.org

Funding Source & Acct # including location code: General Funds Account,
account # 190-494-00-56694, Location Code: 0490

Principal or Supervisor: Typhanie Jackson, Executive Director

Agreement Effective Dates: From August 28, 2023. To June 30, 2024.

Hourly rate or per session rate or per day rate. \$161.20 for a maximum of 400
hours.

Total amount: \$64,484

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

ACES will provide Assessments and Training (individual and/or group) and/or consultation in
the area of Assistive Technology. ACES will provide Assistive Technology services for students
with special needs. This includes evaluation, selection of specialized equipment and
consultation/training of staff.

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Director of Special Education/Student Services
Date: July 31, 2023
Re: Area Cooperative Educational Services (ACES) Contract

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 Educational Services (ACES)
2. **Description of Service:** To provide Assistive Technology services to students with special needs. This includes evaluation, selection of specialized equipment and consultation/training of staff.
3. **Amount** of Agreement and hourly or session cost: \$64,484 @ a rate of \$161.20 for a maximum of 400 hours, inclusive of travel.
4. **Funding Source** and account number: General Funds Account, account # 190-494-00-56694, Location Code: 0490 (*pending receipt of funds*)
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Continuation/Increase 3% \$1,878
 - b. What would an alternative contractor cost: Comparable Cost
 - c. If this is a continuation, when was the last time alternative quotes were requested?
Annually
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
No-requires specialized training for students and staff.
6. **Type of Service:**
Answer all questions:
 - a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No
 - b. After School or Extended Hours Program? No
 - c. School Readiness or Head Start Programs? No
 - d. Other: (Please describe)

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
- 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? Yes \$1,878
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes/by way of providing assistive technology training for students and staff.

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.
The assistive technology training needs of students as outlined in their IEP.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?
Quotes and previous history and feedback from students and staff.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Utilizing of like services offered in the district as well as quotes.

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? The contractor will be providing assistive technology training for students and staff. Data tracking as required by way of the students' IEP and staff feedback.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal. The effectiveness of this program will be determined by evaluations reports, feedback and ongoing communication with ACES.
- c. How is this service aligned to the District Continuous Improvement Plan? This service aligns to the department and the district's continuous improvement plan of providing high quality services for students with disabilities by providing them access to the general curriculum via assistive technology supports/training.

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

This agreement is fiscally sound as the contracted amount is similar/less to that of other contractors performing similar services.

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

The implication of not approving this agreement is that we may not meet the legal requirements in cases where Assistive Technology is recommended through a student's IEP.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Area Cooperative Educational Services (ACES)

FOR DEPARTMENT/PROGRAM:

Student Services/Student Services Department

This Agreement entered into on the 5th day of July 2023, effective (*no sooner than the day after Board of Education Approval*), the 28th day of August 2023, 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: The Board shall pay the contractor for satisfactory performance of services required the amount of \$161.20 for a maximum of 400 hours, inclusive of travel.

The maximum amount the contractor shall be paid under this agreement: **Sixty-Four Thousand Four Hundred and Eighty-Four Dollars (\$64,484)**. 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 **General Funds Account Program** of the New Haven Board of Education, **Account Number: 190-494-00-56694, Location Code: 0490**, (*pending receipt of funds*)

This agreement shall remain in effect from August 28, 2023 to June 30, 2024.

SCOPE OF SERVICE: Assessments and Training (individual and/or group) and/or consultation in the area of Assistive Technology. ACES will provide Assistive Technology services for students with special needs. This includes evaluation, selection of specialized equipment and consultation/training of staff.

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

11/16/23

Date

Date

ACES, Timothy Howes, Deputy Exec Dir

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.

Revised: 10/2/18

CONTRACTOR ASSESSMENT

Vendor Name Area Cooperative Educational Services (ACES)

Project Description Assistive Technology

Evaluator Typhanie Jackson

Date AUGUST 01, 2023

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance				X		
2. Effectiveness of consultation					X	
3. Ability to communicate with staff and parents					X	
4. Monitor and maintain social emotional behavioral records				X		
5. Appropriate recommendations for student programming				X		
Working relationship of contractors with district						
6. Timely submission of department data					X	
7. Positive feedback from staff and families					X	
8. Collegial, collaborative relationships with building professionals					X	
Implementation of practice across the district						
9. Flexibility in scheduling					X	
10. Team work with teacher and other professionals				X		
11. Individual/building training of social emotional behavioral strategies				X		