



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: ACES Regionalization Special Education Transportation
(ACES-RSET)

Doing Business As, if applicable:

Business Address: 350 State Street North Haven, CT 06473

Business Phone: 203-498-6841

Business email: thowes@aces.org; lbailey@aces.org

Funding Source & Acct # including location code: General Funds, Special
Education Transportation, account # 190-494-00-56607, Location Code: 0490

Principal or Supervisor: Typhanie Jackson/Amy Miller

Agreement Effective Dates: From 07/01/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate.

In an amount not to exceed \$800,000.00

Total amount: Fees for Services – The District and ACES will agree on the following cost
estimates and charges prior to the commencement of the Service:

- a. Non-Wheel Chair Route Charges – Flat daily rate of eighty-five dollars
(\$85.00) per student per day travelled. This rate covers a 50-miles radius;
anything over 50 miles will be quoted.

- b. Wheel Chair Route Charges – Flat daily rate of two hundred sixty-five dollars (\$265.00) per student per day travelled. This rate covers a 50-mile radius, anything over 50 miles will be quoted.
- c. Required Equipment – For those students requiring additional equipment, ACES will procure and install such equipment, train drivers and aides in its use, and bill those costs separately to the District. The minimal cost of two dollars fifty cents (\$2.50) per student, per day travelled, for use of harness, tethers, car seats.
- d. Variations – Any variations in established routes, such as cancellations or extended drop off arrangements, will be billed separately to the District.
- e. Monitor – For those students requiring a monitor, ACES will provide trained monitors and bill the districts separately. Daily rate of one hundred thirty-five dollars (\$135.00).

Solo Rider - For those students requiring a solo ride, the cost will be quoted per student per day travelled

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

ACES Regionalization Special Education Transportation collaborative was developed to assist local LEAs with their out of district transportation costs. This initiative allows many districts to share the costs of transporting students to out-of-district programs by having students from neighboring LEA ride share to the same school. ACES manages all aspects of this initiative and are very responsive to the needs of students, families, programs, and districts.

Submitted by: Typhanie Jackson/Amy Miller Phone: 475-220-1772



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: Friday, July 1, 2022
Re: ACES Regionalization Special Education Transportation (RSET) 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:** ACES-Regionalization Special Education Transportation (RSET) – 350 State Street North Haven, CT 06473
2. **Description of Service:** Provides door to door transportation to special education students placed in state-approved private special education programs throughout the state of Connecticut.
 1. **Amount of Agreement and hourly or session cost:** Approximately 40 Students
Fees for Services – The District and ACES will agree on the following cost estimates and charges prior to the commencement of the Service: Not to Exceed the amount of \$800,000.00
 - a. Non-Wheel Chair Route Charges – Flat daily rate of eighty-five dollars (\$85.00) per student per day travelled. This rate covers a 50-miles radius; anything over 50 miles will be quoted.
 - b. Wheel Chair Route Charges – Flat daily rate of two hundred sixty-five dollars (\$265.00) per student per day travelled. This rate covers a 50-mile radius, anything over 50 miles will be quoted.
 - c. Required Equipment – For those students requiring additional equipment, ACES will procure and install such equipment, train drivers and aides in its use, and bill those costs separately to the District. The minimal cost of two dollars fifty cents (\$2.50) per student, per day travelled, for use of harness, tethers, car seats.
 - d. Variations – Any variations in established routes, such as cancellations or extended drop off arrangements, will be billed separately to the District.

- e. **Monitor** – For those students requiring a monitor, ACES will provide trained monitors and bill the districts separately. Daily rate of one hundred thirty-five dollars (\$135.00).
3. **Solo Rider** - For those students requiring a solo ride, the cost will be quoted per student per day traveled
4. **Funding Source** and account number: General Funds, Special Education Transportation, account # 190-494-00-56607, Location Code:0490

5. **Continuation/renewal or new Agreement?**

Answer all questions:

- a. If continuation/renewal, has the cost increased? Yes the cost daily rate for Non-WheelChair route charges increase by \$10 per day per student and the cost for a Monitor increased by \$5 per day per student.
- b. What would an alternative contractor cost: If we utilize First Student to transport one or two students to smaller out of district programs, the cost of the First Student bus is \$523.10 per day.
- c. If this is a continuation, when was the last time alternative quotes were requested?
- d. For new or continuation: is this a service existing staff could provide. If no, why not? First Student does provide transportation for the students in out of district programs, but the daily rate for the buses, which may only carry one or two students, is significantly greater than the \$85 per diem charge from ACES RSET.
- e.

6. **Type of Services:**

Answer all questions:

- a. Professional Development? N/A
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program? Only transport to/from home/school during Out-of-District program hours.
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) Provided to students placed in smaller out-of-district programs throughout the state.

7. **Contractor Classification:**

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? ACES RSET- North Haven/Curtin Livery-Stratford
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? ACES is a RESC
- 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? Daily Rate increased by \$10/per diem/per student as compared to 2021-2022 school year.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No

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 ACES RSET is a Collaborative which works with many other local special education departments in an effort to reduce the cost of out-of-district transportation by ride-sharing with other local LEAs.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? The ACES RSET Collaborative utilized an RFP with a Sealed Bid.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Curtin Transportation was selected in part due to the best price and participating LEAs in the Pilot were surveyed regarding which transportation provided had best rating for working with out of district students and Curtin was unanimously recommended.

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? Utilizing ACES RSET allows NHPS to save on the cost of transporting small numbers of students (one or two per bus) to their out of district programs by combining other LEAs with one or two students that attend the same school, which reduces the number of buses that go to a school and sharing the cost of the students' transportation with several districts. The RSET program also manages the routing and daily changes made by families. The contractor's performance is measured yearly by the ACES RSET administration and reviews incident reports, timely pick up and discussed yearly with the participating LEAs of the Collaborative.
 - b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - c. How is this service aligned to the District Continuous Improvement Plan? This service aligns with the Collaboration component of our District Continuous Improvement Plan. Working with other LEAs to find a way to not only reduce the sky-rocking costs of special education transportation to out of district programs, but to work collaboratively to provide our neediest students with access to consistent, high-quality transportation.
10. Why do you believe this Agreement is fiscally sound? This Agreement is fiscally sound as it saves the district, in some cases, up to \$400 per day per student for up to 210 days per year.
11. What are the implications of not approving this Agreement? If this agreement is not approved, costs of out of district transportation will increase significantly.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
ACES Regionalization Special Education Transportation
(ACES RSET)

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 1st day of July 2022, effective (*no sooner than the day after Board of Education Approval*), the 1st of July 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, located at, (herein referred to as the “Contractor”).

- a. **Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of Non-Wheel Chair Route Charges – Flat daily rate of eighty-five dollars (\$85.00) per student per day travelled. This rate covers a 50-miles radius; anything over 50 miles will be quoted. Wheel Chair Route Charges – Flat daily rate of two hundred sixty-five dollars (\$265.00) per student per day travelled. This rate covers a 50-mile radius, anything over 50 miles will be quoted.
- b. Required Equipment – For those students requiring additional equipment, ACES will procure and install such equipment, train drivers and aides in its use, and bill those costs separately to the District. The minimal cost of two dollars fifty cents (\$2.50) per student, per day travelled, for use of harness, tethers, car seats.
- c. Variations – Any variations in established routes, such as cancellations or extended drop off arrangements, will be billed separately to the District. Monitor – For those students requiring a monitor, ACES will provide trained monitors and bill the districts separately. Daily rate of one hundred thirty-five dollars (\$135.00). Solo Rider - For those students requiring a solo ride, the cost will be quoted per student per day travelled., for up to 210 days.

The maximum amount the contractor shall be paid under this agreement: Eight Hundred and Thousand Dollars (\$800,000.00). 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 General Funds/Special Education Transportation Program of the New Haven Board of Education, **Account Number:** 190-494-00-56607 **Location Code:** 0490

This agreement shall remain in effect from July 1, 2022 to June 30, 2023.

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

1. ACES will manage the provision of regionalized special education transportation services to non-ACES outplacement sites for special education students identified by the District. (hereinafter referred to as the “Service”). Such Service shall include:

- a. collecting all necessary student information and outplacement information from the District;
- b. developing routes for bidding out to special education transportation service providers;
- c. brokering and contracting with those providers on behalf of the District;
- d. managing those contracts on a daily basis, including fielding parent calls and concerns, adjusting routes as necessary as described herein, and communicating with outplacement sites as necessary;
- e. hiring aides to staff all runs through Transportation Vendor
- f. training all drivers and aides regarding students with special needs;
- g. maintaining and supplying records to the District for the purpose of Excess Cost and Medicaid reimbursement.

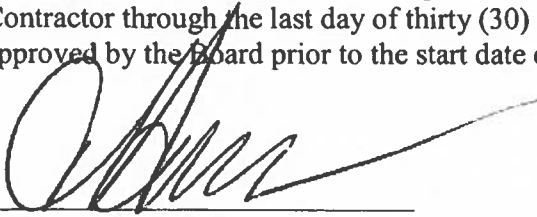
Exhibit A: Scope of Service: *Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable. See Attached*

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*. Contactors 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

6/7/22
Date

Date

ACES Timothy Hayes Deputy Executive Director
Contractor Printed Name & Title

Revised: 11/27/18



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



Agreement Regarding the Provision of Regionalized Out-of-District Special Education Transportation Services

This **AGREEMENT** by and between Area Cooperative Education Services (“ACES”) and **NEW HAVEN** School District (“District”), (collectively, the “Parties”) entered into this _____ day of _____, _____, provides the terms under which ACES will provide a regionalized approach to transportation services for the District’s special education students participating in out-of-district educational instruction.

By executing this Agreement, the Parties expressly acknowledge that 1) this is a ONE year (1) year Agreement, whose goal is to maximize cost savings in out-of-district special education transportation through a multi-district, regional approach, 2) the Parties are engaging in this agreement in good faith toward achieving the stated goal, 3) the success of this effort relies on the participation of multiple districts in the region working together in good faith, and 4) the outcomes of this agreement will be evaluated by the Parties to determine whether its continuation is in their respective self-interest.

With the aforementioned acknowledgments, the Parties hereby agree to the following:

1. **Service** - ACES will manage the provision of regionalized special education transportation services to non-ACES outplacement sites for special education students identified by the District. (hereinafter referred to as the “Service”). Such Service shall include:
 - a. collecting all necessary student information and outplacement information from the District;
 - b. developing routes for bidding out to special education transportation service providers;
 - c. brokering and contracting with those providers on behalf of the District;
 - d. managing those contracts on a daily basis, including fielding parent calls and concerns, adjusting routes as necessary as described herein, and communicating with outplacement sites as necessary;
 - e. hiring aides to staff all runs through Transportation Vendor
 - f. training all drivers and aides regarding students with special needs;
 - g. maintaining and supplying records to the District for the purpose of Excess Cost and Medicaid reimbursement.

The Service will commence immediately, with student transportation to be provided July 1, 2022 to June 30, 2023. Renewal thereafter every year.

“Innovators in Education”

The Regional Educational Service Center Serving South Central Connecticut
Peter C. Young Building • 350 State Street • North Haven, CT 06473-3108 • Phone 203.498.6800 • Fax 203.498.6890
• www.aces.org

ACES does not discriminate on the basis of race, color, age, ethnicity, national origin, gender, disability or sexual orientation.



2. Students – The District will designate which of its special education students it wishes to be transported under this Agreement. The District will provide to ACES all relevant information about the student, including but not limited to age, gender, identified disabilities, health issues, behavioral problems, and other individualized needs. ACES agree to keep such information confidential and will abide by any and all relevant privacy standards to do so.

3. Shared Vehicles – It is expressly understood between the Parties that the Service provided by ACES under this Agreement is a multi-district, regional service and will overlap with the same or similar services provided by ACES to other school districts in the region. The District understands that the students it designates for this Service, to the maximum extent possible, will be sharing vehicles with students from other districts who are going to the same or nearby out-of-district educational service provider. The District understands these parameters, and in signing this Agreement, expressly agrees to these conditions for those students it designates for participation.

4. Routes – Based on the level of participation from school districts as well as the number of students attending a particular out-of-district educational service provider, ACES will develop routes for student pickup and drop off in the most efficient manner possible in consultation with receiving schools' site administrators. ACES will accommodate fixed A.M. pick-up and P.M. drop-off sites within the student's sending district.
 - a. Right to Approve - The District will have the right to review these routes prior to their being bid out to transportation providers. If the District objects to any proposed route, ACES will engage in discussions with the District to accommodate those objections. If acceptable accommodations cannot be made, the District may withdraw in whole or in part from the Service prior to the Commitment Date for Participation.

 - b. Right to Cancel – In the event that ACES determines a route is no longer feasible to maintain, ACES reserves the right to cancel a designated route for cause at any time. Notification of cancellation to the District shall be provided at least thirty (30) days in advance, and to the maximum extent possible, will coincide with either the end of either the calendar year or the school year.

 - c. Notice of Modification of Routes – ACES shall notify the District of any changes to the agreed upon routes that will significantly impact a student's transportation time and/or the cost of the Service to the District.

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5. Fees for Services – The District and ACES will agree on the following cost estimates and charges prior to the commencement of the Service:
- a. Non-Wheelchair Route Charges – Flat daily rate of eighty-five dollars (\$85.00) per student per day travelled. This rate covers a 50-miles radius; anything over 50 miles will be quoted.
 - b. Wheelchair Route Charges – Flat daily rate of two hundred sixty-five dollars (\$265.00) per student per day travelled. This rate covers a 50-mile radius, anything over 50 miles will be quoted.
 - c. Required Equipment – For those students requiring additional equipment, ACES will procure and install such equipment, train drivers and aides in its use, and bill those costs separately to the District. The minimal cost of two dollars fifty cents (\$2.50) per student, per day travelled, for use of harness, tethers, car seats.
 - d. Variations – Any variations in established routes, such as cancellations or extended drop off arrangements, will be billed separately to the District.
 - e. Monitor – For those students requiring a monitor, ACES will provide trained monitors and bill the districts separately. Daily rate of one hundred thirty-five dollars (\$135.00).
 - f. Solo Rider - For those students requiring a solo ride, the cost will be quoted per student per day travelled.

ACES will invoice the District monthly for all fees, and all invoices shall be payable on a “Net 30” basis. If any District changes its participants at any time during the school year, ACES will re-calibrate the fees charged to each affected District at the end of each month based on each affected District’s daily enrollment in the Service. Student charges will commence on the first day the student is in the transportation program. Districts will be charged for all days regardless if the students are transported or not, unless advance (24 hours) notice is given that the student will be absent for an extended amount of time. Transportation pricing will be set each year no later than December 31st of each budget year.

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6. Term of Agreement – This Agreement contemplates that the 2022-2023 Academic Calendar Year shall be considered “Year One” of the Service. The district will commit for a one-year (1) term beginning July 1, 2022 to June 30, 2023 and renewal thereafter every year.

7. Exclusivity of Service – It is expressly understood by the Parties that ACES has identified specific outplacement sites to which it will provide special education transportation services, and the District agrees to use ACES as its exclusive transportation broker for the outplacement sites identified by ACES, except in cases where a court or other external agency prevents it. The District may utilize ACES for regional transportation services to other outplacement sites upon request.

8. Penalties – Once the District commits to participate in the Service, it is expressly understood by the Parties that ACES will begin to incur actual expenses toward its implementation by the start of the coming school year. If the District withdraws from the Service, ACES will, in consultation with the District, assess what, if any, stranded expenses it has incurred as a result of the District’s withdrawal. ACES will invoice the District for such expenses, and the District hereby agrees to be liable for such expenses.

Similarly, once students, routes, costs and fees are finalized on or before August 1, 2022, if ACES withdraws from any portion of the Service that affects the District, the District shall, in consultation with ACES, assess its stranded costs caused by such withdrawal and invoice ACES for such expenses. Absent its withdrawal for cause as described in Paragraph 4.b., ACES agrees to be liable for such expenses.

9. Termination - If the District and/or ACES chooses to terminate the agreement, one (1) month written notice of intent to terminate the contract must be submitted.

10. Special Circumstances – The Parties expressly understand that, for medical, behavioral or other reasons, a student may not be equipped to share transportation with other students attending the same educational service provider. If such special circumstances exist, ACES agrees to work with the District to consider alternative options. However, ACES will not guarantee an accommodation for such students if such options are financially or logistically infeasible.

In addition, if a student’s circumstances present other chronic problems to the provision of the Service, such as parents’ or guardians’ consistent failure to be home to take custody of the student, ACES reserves the right to cancel Services for that student subject to prior discussion with the District.

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11. Dispute Resolution – In the event the Parties disagree about any interpretation of the terms of this Agreement, and good faith attempts to resolve such disagreements reach an impasse, the Parties agree to seek resolution through arbitration, with associated costs shared equally between the Parties.

12. Mutual Indemnification – Except for stranded costs resulting from withdrawal as described in Section 9 above, by executing this Agreement and/or participating in the Service, neither Party makes any representation or promise as to specific financial outcomes to be achieved by this Agreement. ACES and the District agree to indemnify and hold harmless each other for any financial loss, real or perceived, resulting from its participation in and provision of the Service during the term of this Agreement.

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ACES does not discriminate on the basis of race, color, age, ethnicity, national origin, gender, disability or sexual orientation.



Upon review, this Agreement is deemed acceptable by the Parties who hereby execute its provisions.

NEW HAVEN

ACES

By: _____

By: _____

Its

Its

Date

Date

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