

NEW HAVEN BOARD OF EDUCATION
AMENDMENT TO AGREEMENT

CONTRACTOR: Area Cooperative Educational Services (UYE) AMENDMENT: 2

GRANT NO: _____ AGREEMENT NO. 95319528

GRANT NAME: Priority Schools DATE: 6/11/2021

FUNDING SOURCES OF AGREEMENT: Priority, #2579-5319-56694 (\$250,000)
Alliance, #2547-6107-56694 (250,000)
IDEA, #2504-5034-56903 (\$400,380)
G.F. #190-494-56694 (\$279,370)

ORIGINAL AMOUNT OF AGREEMENT: \$ 1,179,750

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 1,179,750

ACTUAL OR ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

INCREASE OR DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 1,179,750

FUNDING SOURCES FOR AMENDMENT: 2547-6107-56694 (\$237,755)

DESCRIPTION AND NEED FOR AMENDMENT: To decrease the amount out of G.F., #190-494-56694 from \$279,370 by \$237,755 to \$41,615 and to increase Alliance, #2547-6107-56694 from \$250,000 by \$237,755 to \$487,755. No changes to the total amount of agreement.

ALL OF THE TERMS & CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE & EFFECT

CONTRACTOR'S SIGNATURE:  _____
(Signature)

6-11-21
(Date)

NEW HAVEN BOARD OF EDUCATION:

(President)

(Date)

NEW HAVEN BOARD OF EDUCATION
AMENDMENT TO AGREEMENT

CONTRACTOR: Area Cooperative Educational Services (UYE) AMENDMENT: 1

GRANT NO: _____ AGREEMENT NO. 95319528

GRANT NAME: Priority Schools DATE: 03/09/2021

FUNDING SOURCES OF AGREEMENT: Priority, #2579-5319-56694 (\$500,000)
IDEA, #2504-5034-56903 (\$400,380)
G.F. #190-494-56694 (\$279,370)

ORIGINAL AMOUNT OF AGREEMENT: \$ 1,179,750

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 1,179,750

√ ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0

_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 1,179,750

FUNDING SOURCES FOR AMENDMENT: 2547-6107-56694 (\$250,000)

DESCRIPTION AND NEED FOR AMENDMENT: To decrease the amount out of Priority, Acct #2579-5319-56694 - \$500,000 by \$250,000 to \$250,000 and fund the remaining \$250,000 out of Alliance-Academics, Acct. #2547-6107-56694.

ALL OF THE TERMS & CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE & EFFECT

CONTRACTOR'S SIGNATURE: _____  _____
(Signature) 3/22/21
(Date)

NEW HAVEN BOARD OF EDUCATION:

 _____
(President) 4/13/2021
(Date)



NEW HAVEN PUBLIC SCHOOLS
COVER SHEET

AGREEMENT NO. 95319528
Please Type

Contractor full name: ACES – Urban Youth Elementary

Doing Business As, if applicable:

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

Business Phone: 203-498-6800

Business email: thowes@aces.org

SS # OR Tax ID #:

Funding Source & Acct. #

- IDEA Handicapped Special Funds Account, # 2504-5034-56903 (*pending receipt of funds*)
- Priority Schools, Account # 2579-5319-56694 (*pending receipt of funds*)
- General Funds Contractual Account, # 190-494-56694

Principal or Supervisor: Typhanie Jackson, Director of Special Education/Student Services

Agreement Effective Dates: From 08/24/2020 To 06/30/2021.

Hourly rate or Per session rate or Per day rate:

Total amount: \$1,179,750

- **Description of Service:** The New Haven Public Schools currently offers an educational program known as the Urban Youth Program to “at risk” students. The Board and ACES have determined that this service/program can and should, at this time, be delivered at and through ACES. ACES will provide physical space and all furniture, fixtures and equipment necessary to provide educational services to 45 students who are residents of New Haven. ACES will hire, train, supervise, make available, and discipline if applicable, all teachers,

staff and related service providers as are necessary for the delivery of education to the UYE students.

- The staff will implement in all respects the 504 plans, and/or IEP's of any disabled students having such plans. ACES staff will provide educational services to all the students in accordance with curriculum, materials and instructional levels which comply with the applicable standards issued by the Connecticut State Department of Education.
- ACES will provide transportation to and from students' home to the North Haven Mill Road School (where program will be housed).
- Provide to the Board such records, reports, evaluations and documents of progress regarding each student and make such records available to parents and/or guardians of each student in accordance with provisions of Connecticut General Statutes Section 10-15b.
- Maintain the confidentiality of all student records in its possession in accordance with the provisions of the law.
- Permit Board representatives to observe any component of the ACES UYE program or the services being delivered to the ACES UYE students.

Submitted by: Typhanie Jackson, Director

Phone: (475) 220-1760



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 95319528

AGREEMENT

By And Between

The New Haven Board of Education

AND

ACES – Urban Youth Elementary

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 21st day of July, 2020 effective the 24th day of August, 2020 by and between the New Haven Board of Education (herein referred to as the "Board") and, AREA Cooperative Education Services located at 350 State Street, North Haven, CT (ACES) (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,179,750 per school year for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: One Million One Hundred Seventy Nine Thousand Seven Hundred and Fifty Dollars (\$1,179,750). 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 Program of the New Haven Board of Education, Account Number:

Priority Schools Account 2579-5319-56694 - \$500,000 (*pending receipt of funds*)

IDEA Pupil Services 2504-5034-56903 - \$400,380 (*pending receipt of funds*)

General Funds Services 190-494-56694 - \$279,370 Location Code: 0000.

This agreement shall remain in effect from August 24th, 2020 to June 30th, 2021.

SCOPE OF SERVICE:

- The New Haven Public Schools currently offers an educational program known as the Urban Youth Program to "at risk" students. The Board and ACES have determined that this service/program can and should, at this time, be delivered at and through ACES. ACES will provide physical space and all furniture, fixtures and equipment necessary to provide educational services to 45 students who are residents of New Haven. ACES will hire, train, supervise, make available, and discipline if applicable, all teachers, staff and related service providers as are necessary for the delivery of education to the UYE students.
- The staff will implement in all respects the 504 plans, and/or IEP's of any disabled students having such plans. ACES staff will provide educational services to all the students in accordance with curriculum, materials and instructional levels which comply with the applicable standards issued by the Connecticut State Department of Education.
- ACES will provide transportation to and from students' home to the North Haven Mill Road School (where program will be housed).
- Provide to the Board such records, reports, evaluations and documents of progress regarding each student and make such records available to parents and/or guardians of each student in accordance with provisions of Connecticut General Statutes Section 10-15b.
- Maintain the confidentiality of all student records in its possession in accordance with the provisions of the law.
- Permit Board representatives to observe any component of the ACES UYE program or the services being delivered to the ACES UYE students.

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

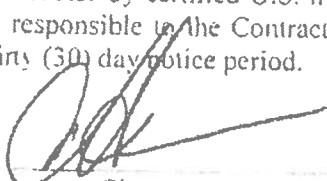
Exhibit B: Student Data and Privacy Agreement: Attached

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.

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 Contract through the last day of thirty (30) day notice period.


Contractor Signature

6/24/20
Date


President
New Haven Board of Education

8/11/20
Date

ACES TImothy Howes
Contractor Name Printed or Typed



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.