



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Area Cooperative Education Services

Doing Business As, if applicable: ACES

Business Address: 205 Skiff Street, Hamden, CT 06517

Business Phone: 203-407-4451

Business email: [jgustafson@aces.org](mailto:jgustafson@aces.org)

Funding Source & Acct # including location code: English Language Acquisition  
Carryover Grant Account #2518-5713-56694-0412

Principal or Supervisor: Pedro Mendia- Landa, Director

Agreement Effective Dates: From 09/1/23 To 06/30/2024

Hourly rate or per session rate or per day rate.

Total amount: \$55,000

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

*ARCTEL is an advance educator preparation program approved by the CT State Dpt. Of Education developed by ACES in response to the statewide shortage of qualified, certified PK-12 teachers in the areas of bilingual and TESOL Education. Teachers who complete the program and standardized testing requirements will be able to obtain a cross endorsement in any of these areas.*

Submitted by: Pedro Mendia-Landa

Phone: 475.220.1135



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Pedro Mendia-Landa, Director  
**Date:** July 28, 2023  
**Re:** ACES Agreement

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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 Service (ACES)

2. **Description of Service:**

*ARCTEL is an advance educator preparation program approved by the CT State Dpt. Of Education developed by ACES in response to the statewide shortage of qualified, certified PK-12 teachers in the areas of bilingual and TESOL Education. Teachers who complete the program and standardized testing requirements will be able to obtain a cross endorsement in this area.*

3. **Amount of Agreement and hourly or session cost:** \$55,000

4. **Funding Source and account number:** Title III English Language Acquisition Grant Carry Over 2518-5679-56694-0412

5. **Approximate number of staff served through this program or service:** 12

6. **Approximate number of students served through this program or service:** N/A

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

**Answer all questions:**

- a. If continuation/renewal, has the cost increased? If yes, by how much? *This is renewal. The cost has not increased.*
- b. What would an alternative contractor cost: *Not available at this time*
- 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? *Not at this time. This program must be approved by the State Department of Education.*

**8. Type of Service:**

**Answer all questions:**

- a. Professional Development?
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? *Not professional development*
- b. After School or Extended Hours Program? *N/A*
- c. School Readiness or Head Start Programs? *N/A*
- d. Other: (Please describe) *N/A*

**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, local*
- d. Is the Contractor a public corporation? *No*
- e. Is this a renewal/continuation Agreement or a new service? *Continuation of service*
- f. If it is a renewal/continuation has cost increased? If yes, by how much? *Not at this time*
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: *This program provides teachers an opportunity to become cross endorsed and address the need for TESOL and Bilingual teachers in our district. Students will be provided with English Language support and receive appropriate services. The district will be able to build capacity when having more teachers cross endorsed in these areas.*

**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 provides an advance educator preparation program approved by the State Board of Education in response to the statewide shortage of qualified, certified PreK-12 teachers in the areas of Bilingual Education and Teaching English to Speakers of Other Languages (TESOL) in CT. ACES is the only program in the state of CT who offers this certification program.*
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? *Was the contractor the lowest bidder? If no, why? Why was this contractor selected? This contractor is the sole source at this time. The selection process of this contractor includes the following: The offering of a program for education preparation approved by the CT State board of Education that will provide teachers with cross endorsements to meet the district areas of shortage certification need.*
- c. Who were the members of the selection committee that scored bid applications? *N/A*
- d. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. *N/A*

## 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 address the need of providing teachers to become cross endorsed in a shortage area such as bilingual, and TESOL. The contractor is monitored by providing a district a final report that includes the following:*

- *Program competition/Certification*
- *Exam passing scores and averages*
- *Participant feedback*
- *This program provides an evaluation to teachers who are enrolled to gather pertinent data and improve their program.*

*This contractor will prepare teachers to become cross-endorsed in the areas of TESOL and bilingual education, and this will support the district to build capacity in this area. The department will meet to discuss data and teacher completion of program and retention in the district.*

b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. *Continuation of service- see attached*

c. How is this service aligned to the District Continuous Improvement Plan?  
*This service is aligned to the District Continuous Improvement Plan because it supports the needs of English Learners in our district. Currently, we have a total of 3925 students who are identified as English Language Learners and having teachers become cross-endorsed in this area will support the English Learners which will allow for our students to increase academically.*

## 12. Why do you believe this Agreement is fiscally sound?

*The cost of certifying 12 teachers to become TESOL/Bilingual certified teachers in another institution would be at least five times more expensive.*

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

*The implications of not approving this agreement will include the following:*

- *widening the gap in our district for the lack of bilingual/TESOL certified teachers in the district.*
- *Students will have less access to teachers who are certified in this area.*



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

*(Area Cooperative Education Services)*

FOR DEPARTMENT/PROGRAM:

*(Department of Multilingual Learner programs)*

This Agreement entered into on the 15 day of August 2023, effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of September 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Area Cooperative Educational Services, 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 \$55,000 per session, for a total of 185 one school days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: fifty-five thousand (\$55,000). 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 Multilingual Learners **Program** of the New Haven Board of Education, **Account Number: Location Code:** 2518-5713-56694-0412

This agreement shall remain in effect from September 1<sup>st</sup>, 2023 to June 30<sup>th</sup>, 2024.

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided. ARCTEL is an advance educator preparation program approved by the CT State Board of Education. It was developed by ACES in response to the statewide shortage of qualified, certified PK 12 teachers in the areas of Bilingual Education and Teaching English as a Second Languages (TESOL) in CT. Teachers who complete the program of study, as well as CT standardized testing requirements, will earn a cross-endorsement #11, TESOL PK-12 and may be eligible to earn a bilingual cross-endorsement in their content area. BOE will pay a portion of total tuition for 12 NHPS educators enrolled in the 23-24 ACES ARCTEL program.*

**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*. 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.

MICHELLE GOHAGON  
MICHELLE GOHAGON (Jul 28, 2023 09:36 EDT)

Contractor Signature

\_\_\_\_\_  
President

New Haven Board of Education

Jul 28, 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.

Revised: 10/2/18





### **SCOPE OF SERVICES**

#### **ACES ARCTEL: September 2023-June 2024**

This scope of services has been prepared for the **NEW HAVEN BOARD OF EDUCATION (BOE)** by **Area Cooperative Educational Services (ACES)** for the participation of New Haven Public Schools (NHPS) educators in the ACES ARCTEL program from September 2023-June 2024.

ARCTEL is an advanced educator preparation program approved by the CT State Board of Education. It was developed by ACES in response to the statewide shortage of qualified, certified PK-12 teachers in the areas of Bilingual Education and Teaching English to Speakers of Other Languages (TESOL) in CT. Teachers who complete the program of study, as well as CT standardized testing requirements, will earn cross-endorsement #111, TESOL PK-12 and may also be eligible to earn a bilingual education cross-endorsement in their content area.

#### **TERMS:**

BOE will pay a portion of total tuition for 12 NHPS educators enrolled in the 2023-24 ACES ARCTEL program.

#### **COSTS AND PAYMENT SCHEDULE:**

- a. ARCTEL tuition for 12 participants is \$60,000.00 for 2023-24 (\$5,000.00 per participant).
- b. BOE agrees to pay \$55,000.00 for up to 12 NHPS participants.
- c. The tuition balance will be covered by direct payments to ACES from selected NHPS participants at the cost of \$1,000.00 each.
- d. ACES will invoice \$55,000.00 to BOE on the following schedule:
  - a. \$27,500.00 by December 31, 2023
  - b. \$27,500.00 by June 30, 2024
- e. Additional participants may be added at the cost of \$5,000.00 per person.
- f. NHPS cohort participants are responsible for program application fees as well as any costs related to State of Connecticut certification and standardized testing required for certification.

#### **REFUNDS AND REPLACEMENTS**

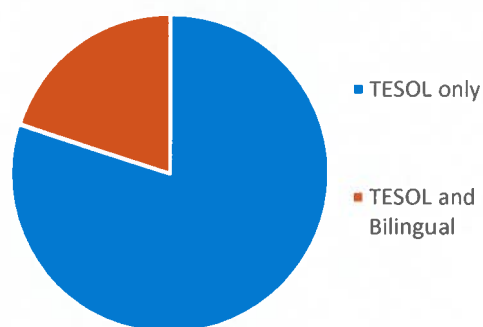
- a. There will be no refund of costs paid for cohort participants who leave the program for any reason prior to completion.
- b. District may make additions or replacements to participating educators prior to September 30, 2023. After that time, no additions or replacements will be allowed.
- c. District participants who leave the program due to extenuating circumstances may be given the opportunity to defer participation pending approval by ACES. Terms of the deferral will be based on completion of program requirements on date of exit, as well as future cohort availability, and may not exceed one program year.

## 2022-23 ARCTEL New Haven Public Schools Update

### 2022-23 Program Completion/Certification

- 7 NHPS teachers participated during the 2022-23 ARCTEL program year
- 4 teachers earned CT certification endorsement #111 - TESOL, PK-12
- 1 teacher also earned bilingual Spanish cross-endorsement in their content area(s)
- 3 teachers have been granted deferral to complete program requirements in the 2023-24 program year
- All completers are also eligible for the CT adult education endorsement, 088-Non-English Speaking Adults

2022-23 NHPS Certification Status



### Praxis II: English to Speakers of Other Languages (5362) (passing score = 155)

- Total number of test takers for 2022-23 at time of update = 72
- Highest Score – 200
- Median Score – 181
- National Median Score – 175
- Average Performance Range – 173-190

### Participant Feedback

#### **What do you consider to be the strengths of this program?**

- “The instructors are incredibly knowledgeable and do a great job conveying the important learning. Their feedback on assignments is helpful, and I walked away with a much deeper understanding of how to support my multi-lingual learners.”
- “The program truly prepared me for the Praxis, but more importantly, I took very practical applicable information into the classroom. My understanding of SLA and the special needs of ELL students in the classroom has been built on a solid foundation of knowledge and resources that I can further explore.”
- “The overall delivery and instructional platform successfully implemented balanced collaborative discussions within the online cohort sessions and the asynch sessions. Throughout my participation within the program I was provided with continuous support and reinforcement regarding my new learning; furthermore, I was provided with clarification and constructive feedback when completing the assignments. The TESOL program fulfilled significant linguistic learning gaps as they directly influence literacy instruction.”
- “The connection between theory and practice. Some Master's level courses are heavy on theory and seem to omit the classroom application component. ARCTEL has a mix of both, which is very beneficial to educators who are already in the trenches.”
- “The program is very informative. The synch classes gave participants opportunities to discuss with others about topics being discussed. During asynch classes, it allowed participants to learn at their own pace. The instructors were always helpful and clarified any questions we had. The assignments were explained thoroughly [sic] and allowed us to apply our learning. Through the program, I learned a lot on how to best support ELs.”
- “This program was extremely helpful in preparing us as teachers to advocate, support, and teach scholars who are English Language Learners. The textbooks, videos, synch on zoom, and asynch independent sessions were important and instrumental in helping us to teach students in meaningful, engaging, and lasting ways that really make language acquisition and learning possible, achievable, and more comprehensible.”