



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 (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](mailto:thowes@aces.org)

Funding Source & Acct # including location code:

- CT-SEDS Implementation Stipend Account, account # 2504-6447-56694 (*pending receipt of funds*). Location Code: 0490

Principal or Supervisor: Typhanie Jackson, Executive Director of Special Education and Student Services Department.

Agreement Effective Dates: From July 18, 2023. To August 18, 2023.

Hourly rate or per session rate or \$1,250 per day rate for 31 days.

Total amount: \$38,750

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

This contract will be used to provide training and additional learning/planning time adapting to the new IEP/Platform, who are associated with populating/supporting the CT-SEDS system during the 2023 transition year for individual special Education Teachers & Related Staff members, and PPT Chairs.

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, Executive Director of SPED and Student Services  
**Date:** June 30, 2023  
**Re:** Contract – Area Cooperative Education Services (ACES)

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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 Education Services (ACES)

**Description of Service:** This contractor will be used to provide additional training in learning/planning time adapting to the new IEP/Platform, associated with populating/supporting the CT-SEDS system during the 2023 transition year for individual special Education Teachers & Related Staff members, and PPT Chairs.

2. **Amount** of Agreement and hourly or session cost: \$38,750

3. **Funding Source** and account number:

- CT-SEDS Implementation Stipend Account, account # 2504-6447-56694 in the amount of \$38,750 (*pending receipt of funds*). Location Code: 0490

4. Approximate number of staff served through this program or service: 40

5. Approximate number of students served through this program or service: 0

6. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? New
- b. What would an alternative contractor cost: Comparable cost market price
- 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? No, requires specialized training is provided by this vendor.

7. **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) N/A

**8. 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? New
- f. If it is a renewal/continuation has cost increased? If yes, by how much? New
- g. Will the output of this Agreement contribute to building internal capabilities?  
If yes, please explain: Yes, by way of providing training for Special Education Teachers and Related Staff members.

**9. 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 be providing additional learning/planning time adapting to the new IEP/Platform to administrative staff and related staff associated with populating/supporting the CT-SEDS system during the 2023 transition year.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?  
Quotes.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Yes, contractor was selected by the specialized training practices.
- 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. N/A

**10. 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?  
Specific need is to provide/address training for our Special Education Teachers and Related staff members in the new IEP/Platform.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal/effectiveness will be obtained by parents and staff through training.
- c. How is this service aligned to the District Continuous Improvement Plan?  
This service is aligned to the district's continuous improvement plan by way of providing training for our Special Education and Related Staff members.

11. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as the cost to provide this service outside of the school system in ten times the outlined rate.
12. What are the implications of not approving this Agreement? The implications of not approving this agreement would be that students would not receive their services and proper documentation as outlined in their IEPs.

**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:

**Student Services/Student Services Department**

This Agreement entered into on the 29<sup>th</sup> day of June 2023, effective (*no sooner than the day after Board of Education Approval*), the 18<sup>th</sup> day of July 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 \$1,250 per day for a total of 31 days.

The maximum amount the contractor shall be paid under this agreement: Thirty-Eight Thousand Seven Hundred Fifty Dollars (\$38,750). 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 CT-SEDS Implementation Stipend Account Program of the New Haven Board of Education, **Account Number:** 2504-6447-56694, **Location Code:** 0490, (*pending receipt of funds*)

This agreement shall remain in effect from July 18, 2023 to August 18, 2023.

**SCOPE OF SERVICE:** This contract will be used to cover the cost of additional learning/planning time adapting to the new IEP/Platform, to cover the cost of administrative task associated with populating/supporting the CT-SEDS system during the 2023 transition year for individual special Education Teachers & Related Staff members, and PPT Chairs.

**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

6.30.23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Timothy Hayes 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.

Revised: 10/2/18



## CONTRACTOR ASSESSMENT

Vendor Name Area Cooperative Education Services (ACES)

Project Description CT-SEDS Training

Evaluator Typhanie Jackson

Date June 30, 2023

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
<b>Quality of contractor's Work</b>						
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		
<b>Working relationship of contractors with district</b>						
6. Timely submission of department data					X	
7. Positive feedback from staff and families					X	
8. Collegial, collaborative relationships with building professionals					X	
<b>Implementation of practice across the district</b>						
9. Flexibility in scheduling					X	
10. Team work with teacher and other professionals				X		
11. Individual/building training of social emotional behavioral strategies				X		