



NEW HAVEN PUBLIC SCHOOLS

CONTRACTOR FULL NAME: ASD Fitness

DOING BUSINESS AS, IF APPLICABLE:

BUSINESS ADDRESS: 307 Racebrook Road Orange, CT 06477

BUSINESS PHONE: 203-553-9507

BUSINESS EMAIL: adam@asdfitnesscenter.com

SS# OR TAX ID #:

PREPARED BY: Typhanie Jackson

PRINCIPAL OR SUPERVISOR: Typhanie Jackson, Director of Student Services

AGREEMENT EFFECTIVE DATES: **From:** 07/05/2022. **To:** 07/29/2022.

HOURLY/ DAY/or PER SESSION RATE: 80 students, for a total of 4 weeks

TOTAL AMOUNT: \$4,000.00

DESCRIPTION OF SERVICE: The contractor will provide adaptive physical education classes to small groups of students with high incident disabilities in grades K-8 at East Rock School for the ESY summer program 2022.

In addition, please attach a detailed scope of service and a copy of the Contractor's resume:

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: Monday, May 09, 2022
Re: Contract ASD Fitness Center

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:** ASD Fitness Center
2. **Description of Service:** The contractor will provide adaptive physical education classes to small groups of students with high incident disabilities in grades K-8 at East Rock School for the ESY summer program.
3. **Amount of Agreement and hourly or session cost:** \$4,000 at a rate of \$210.453 per day for 19 days.
4. **Funding Source and account number:** IDEA Handicapped Special Funds Account Program, Account # 2504-5034-56903 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? Yes
Continuation/No increase in cost
 - b. What would an alternative contractor cost: N/A-no other vendor in area providing similar service
 - 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?
Yes if trained-expertise in adaptive physical education and working with students with low incidence disabilities which is currently unavailable for summer
6. **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? 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? no
- 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. This contractor brings a specific skill set to provide adaptive physical education for students.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: N/A

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? This contractor will provide a need to address students who require modifications to current physical education programming to include an understanding of students who are serviced primarily within our specialized classroom programs.
- 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 is aligned to the district continuous improvement plan whereby providing equity and access for services according to the needs of students with disabilities who require adaptive physical education.

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

Yes, this agreement is fiscally sound. ASD Fitness Center was chosen based on a combination of a review of their prospectus, recommendation letters from medical doctors, and specialists, testimonials from parents, other Leas and RESCs, as well as observations of ASD Fitness Center classes. Furthermore, the passion, dedication, and drive ASD Fitness staff brings to their mission of promoting the benefits of physical fitness to students with specific needs benefits those New Haven Public School children with the highest needs, the opportunity to improve their overall quality of life.

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 outlined through a student's IEP.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

ASD Fitness Center

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 25th day of April, 2022 effective (*no sooner than the day after Board of Education Approval*), the 5th day of July, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, ASD Fitness Center located at, 307 Racebrook Road, Orange, CT 06477 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$210.53 per day, hour or session, for a total of 19 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Four Thousand Dollars (\$4,000). 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 IDEA Handicapped Special Funds Program of the New Haven Board of Education, **Account Number:** 2504 -5034-56903, **Location Code:** 0490. (*pending receipt of funds*).

This agreement shall remain in effect from July 05, 2022 to July 29, 2022.

SCOPE OF SERVICE: The contractor will provided adaptive physical education classes to small groups of students with special needs from East Rock during Extended School Year (ESY) program. Students range from grades K-8 and all are identified special education students.

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's 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.

Dedra Leapley
Contractor Signature

President
New Haven Board of Education

4/29/22
Date

Date

Dedra Leapley, owner
Contractor Printed Name & Title

Autism Health and Fitness Center ✓



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.

CONTRACTOR ASSESSMENT

Vendor Name: ASD Fitness Center

Project Description: To Adaptive Physical Education classes for 2022-2023 school year.

Evaluator: Typhanie Jackson

Date: June 14, 2022

	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		