



**NEW HAVEN PUBLIC SCHOOLS
COVER SHEET**

Contractor full name: Area Cooperative Education Services (ACES) Aspire Program

Doing Business As, if applicable:

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

Business Phone: 203-498-6820

Business email: thowes@aces.org

Funding Source & Acct. # Alliance Grant Account, Culture & Climate account # 2547-6108-56694. Location Code: 0490

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

Agreement Effective Dates: From: 08/28/2023. To: 06/30/2024.

Hourly rate or per session rate or per day rate: 182 days for 35 students

Total amount: \$1,468,775

Description of Service:

- **The New Haven Public Schools currently offers an educational program known as the ACES ASPIRE 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 services to 35 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 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.**

- **Provide to the Board such records, reports, evaluations and documents of progress regarding each ASPIRE 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 ASPIRE program or the services being delivered to the ASPIRE students.**

Submitted by: Typhanie Jackson, Executive Director

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: July 20, 2023
Re: Area Cooperative Educational Services (ACES) Contract

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 Services (ACES)

2. **Description of Service:**

ACES will provide services to 35 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 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.

3. **Amount** of Agreement and hourly or session cost: \$1,468,775

Breakdown:

- \$36,565 tuition cost per student
- \$5,400 cost of transportation (total cost per student \$41,965)

4. **Funding Source** and account number: Alliance Grant (Culture & Climate), account # 2547-6108-56694. Location Code: 0490

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

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? Renewal
- b. What would an alternative contractor cost: Comparable Cost
- c. If this is a continuation, when was the last time alternative quotes were requested?
Annually
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
No-requires specialized training for students and staff.

6. **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)

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: Yes/by way of providing educational services to at risk students and training for teachers and related staff members.

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 will be providing educational training for students and staff members.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?
Quotes and previous history and feedback from students and staff.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Utilizing of like services offered in the district as well as quotes.

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?
Addressing the educational needs and social emotional behavioral needs of students as well as providing IEP services, 504 plans for at risk students with special needs.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal. The effectiveness of this program will be determined by evaluations reports, feedback and ongoing communication with ACES.
- c. How is this service aligned to the District Continuous Improvement Plan? This service aligns to the department and the district's continuous improvement plan of providing high quality services for students with disabilities by providing them access to the general curriculum via educational services, social emotional and behavioral support.

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

This agreement is fiscally sound as the contracted amount is similar/less to that of other contractors performing similar services.

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 where educational needs and social emotional and behavioral services are needed by students.



AGREEMENT
By And Between
The New Haven Board of Education
AND

ACES – ASPIRE

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 20th, day of July, 2023 effective the 28th, day of August, 2023 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 \$1,468,775 per school year for 35 students for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: One Million Four Hundred Sixty-Eight Thousand Seven Hundred Seventy-Five Dollars (\$1,468,775).

- Breakdown:
 - \$36,565 tuition cost per student
 - \$5,400 (40%) cost of transportation (total cost per student \$41,965)

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,

Alliance Grant – Culture & Climate - \$1,468,775 account Number: 2547-6108-56694 (*pending receipt of funds*) **Location Code: 0490.**

This agreement shall remain in effect from August 28, 2023 to June 30th, 2024.

SCOPE OF SERVICE:

- **The New Haven Public Schools currently offers an educational program known as the ACES ASPIRE 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 services to 35 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 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.**

- Provide to the Board such records, reports, evaluations and documents of progress regarding each ASPIRE 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 ASPIRE program or the services being delivered to the ASPIRE 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*. 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.

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

 President
 New Haven Board of Education

7-25-23

 Date

 Date

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.

Revised: 10/2/18

CONTRACTOR ASSESSMENT

Vendor Name Area Cooperative Education Services (ACES) – ASPIRE PROGRAM

Project Description ACES will provide services to at risk students who reside in New Haven residents. ACES will hire, train, supervise, make available and discipline if applicable, all teachers, staff and related service providers.

Evaluator Typhanie Jackson

Date JULY 20, 2023

	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		
11. Individual/building training of social emotional behavioral strategies				X		