



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Aspire Living & Learning, Inc.

Doing Business As, if applicable:

Business Address: PO Box 1249 Montpelier, CT 05601

Business Phone: 203-317-2700

Business email: ESELLINGER@ALLINC.ORG

SS# OR Tax ID #:

Funding Source & Acct # including location code: General Funds Contractual Account, account #190-494-00-56694, Location Code: 0000

Principal or Supervisor: Typhanie Jackson, Executive Director

Agreement Effective Dates: From: 08/30/2021. To: 06/30/2022.

Hourly rate or per session rate or per day rate.

Total amount: \$45,000

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

Aspire Living and Learning, Inc., Doctoral/BCBA or BCaBA's will provide behavioral consultation to include Behavioral and Functional Assessments, implementing individual behavior plans, providing district staff training and support, developing instructional and behavior reduction plans, designing and implementing program revisions, and participating in program planning as designed by the school team, participation in team meetings and PPTs.

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: July 20, 2021
Re: Aspire Living & Learning, Inc., 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:** Aspire Living & Learning, Inc.,
2. **Description of Service:**
Aspire Living and Learning, Inc., Doctoral/BCBA or BCaBA's will provide behavioral consultation to include Behavioral and Functional Assessments, implementing individual behavior plans, providing district staff training and support, developing instructional and behavior reduction plans, designing and implementing program revisions, and participating in program planning as designed by the school team, participation in team meetings and PPTs.
3. **Amount** of Agreement and hourly or session cost: \$45,000
4. **Funding Source** and account number: General Funds Contractual Account, account # 190-494-00-56694, Location Code: 0000
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Continuation/Yes increase by \$7,300
 - b. What would an alternative contractor cost: \$90,000
 - c. If this is a continuation, when was the last time alternative quotes were requested?
yearly
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
No –requires specialized services. The district is moving towards building capacity with in district
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? \$7,300
- 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. Behavioral services
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? quotes
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: In addition to quotes we have utilized service delivery evaluation feedback to make selection for vendor

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? Behavioral services outlined in the child's individual education plan.
- 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 improvement plan by way of providing resources to improve the academic and social emotional behavioral outcomes for students.

10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as this service allows for us to service students in district. Without the service students would need to be serviced within an out of district setting, which is at a cost two times the amount of this service

11. What are the implications of not approving this Agreement? The implications of not signing this agreement would put the district at risk as we would be out of compliance for not implementing the IEP services.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

ASPIRE LIVING & LEARNING, INC.

FOR DEPARTMENT/PROGRAM:

SPECIAL EDUCATION/STUDENT SERVICES

This Agreement entered into on the 20th day of June 2021, effective (*no sooner than the day after Board of Education Approval*), the 10th day of August 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, Aspire Living & Learning, Inc. located at, PO Box 1249, Montpelier, VT 05601 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$45,000 hour or session, for a total of 182 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: **Forty Five Thousand Dollars (\$45,000)**. 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 General Funds Contractual Account Program of the New Haven Board of Education, **Account Number: 190-494-00-56694, Location Code: 0000.**

This agreement shall remain in effect from August 30, 2021 to June 30, 2022.

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

Aspire Living and Learning, Inc., Doctoral/BCBA or BCaBA’s will provide behavioral consultation to include Behavioral and Functional Assessments, implementing individual behavior plans, providing district staff training and support, developing instructional and behavior reduction plans, designing and implementing program revisions, and participating in program planning as designed by the school team, participation in team meetings and PPTs.

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.

Margaret Sullivan
Contractor Signature

President
New Haven Board of Education

7/16/21
Date

Date

Margaret Sullivan
Contractor Printed Name & Title

Director of Financial Operations
Cooperative Educational Services



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



538 Preston Ave. Suite 100 Meriden, CT. 06450 Phone (203)-317-2700 Fax (203) -317-2888

New Haven Public Schools

EXHIBIT A
SERVICES

Cost for 2021-2022 school year - \$150 per hour for a district maximum of \$45,000.00.

Aspire will provide BCBA consultation to special education teacher(s)/classrooms and certified pupil personnel service staff.

Services include:

- Set number of hours per month
- Written notes and recommendations on a monthly basis
- Support with the development and implementation of a classroom schedule and positive behavior support system.
- Specific training in necessary areas
- Assessments (FBAs) requested by the district as determined by student IEPs.

Services do not include:

- Support for individual student programming (academic, behavioral support, assessments, meeting attendance, IEP development) not otherwise specified above
- Training and/or clinical supervision of non-certified staff (paraprofessionals and RBTs)

CONTRACTOR ASSESSMENT

Vendor Name: Aspire Living & Learning, Inc.,

Project Description: BCBA or BCaBA's to provide behavioral consultation services to include behavioral and functional assessments.

Evaluator: Typhanie Jackson

Date: June22, 2021

	Unacceptable			Excellent		Not applica
	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		