



NEW HAVEN PUBLIC SCHOOLS

Contractor full name: Autism Health and Fitness Center, LLC

Doing Business As, if applicable:

Business Address: 307 Racebrook Road Orange, CT 06477

Business Phone: 203-553-9507

Business email: Apleapley@yahoo.com/dleapley@gmail.com

Funding Source & Account # including location code: IDEA Handicapped Special Funds Account, account # 2504-5034-56903, (*pending receipt of funds*) Location Code: 0490

Principal of Supervisor: Typhanie Jackson, Director of Student Services/Student Services Department

AGREEMENT EFFECTIVE DATES: From: July 05, 2023. To: June 30, 2024.

HOURLY/ DAY/or PER SESSION RATE:

\$244.45 per day for 18 days for the ESY Program from July 05, 2023 – July 28, 2023 totaling \$4,400

\$2051.36 per week for 37 weeks for the school year for 10 classes per week from August 28, 2023 – June 30, 2024 totaling \$75,900

TOTAL AMOUNT: \$80,300

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

This contractor will also provide adaptive physical education classes to small groups of students with special needs from the following New Haven Schools for the 2023-2024 school year at Brennan-Rogers, Celentano, Nathan Hale, Fair Haven, Bishop Woods, East Rock, Wexler Grant (Building Bridges), and West Rock & Wilbur Cross. Students range from grades K-12 and all are identified special education students.

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 22, 2023
Re: Contract between NHPS & Autism Health and 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:** Autism Health and 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 and also for the school year 2023-2024 @ Brennan-Rogers, Celentano, Nathan Hale, Fair Haven, Bishop Woods, East Rock, Wexler Grant (Building Bridges) West Rock and Wilbur Cross.

3. **Amount of Agreement and hourly or session cost:** \$80,300 for 18 ESY summer dates and @ a rate of \$244.15 and \$75,900 for 37 weeks @ a rate \$2051.36 for 10 classes for the school year 2023-2024.

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? increase in cost 10%
 - 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? Anually
 - 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 and for the school years.

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? Yes
- 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 outlines through a student's IEP.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Autism Health and Fitness Center, LLC

FOR DEPARTMENT/PROGRAM:

Special Education/Student Services Department

This Agreement entered into on the 18th day of May, 2023 effective (*no sooner than the day after Board of Education Approval*), the 1st day of July 01, 2023 by and between the New Haven Board of Education (herein referred to as the “Board” and, Autism Health and 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:

\$244.45 per day for 18 days for the ESY Program from July 05, 2023 – July 28, 2023 totaling \$4,400
\$2051.36 per week for 37 weeks for the school year for 10 classes per week from August 28, 2023 – June 30, 2024 totaling \$75,900

The maximum amount the contractor shall be paid under this agreement: **Eighty Thousand Three Hundred Dollars (\$80,300)**. 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**, (*pending receipt of funds*)
Location Code: 0 4 2 0.

This agreement shall remain in effect from July 01, 2023 to June 30, 2024.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

This contractor will provide adaptive physical education classes to small groups of students with special needs from East Rock during Extended School Year (ESY). Students range from grades K-8 and all are identified special education students.

This contractor will also provide adaptive physical education classes to small groups of students with special needs from the following New Haven Schools for the 2023-2024 school year at Brennan-Rogers, Celentano, Nathan Hale, Fair Haven, Bishop Woods, East Rock, Wexler Grant (Building Bridges), and West Rock and Wilbur Cross. Students range from grades K-12 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 Privacy - attached

Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

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

5/19/23
Date

Date

Dedra Lepley, 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: Autism Health and Fitness Center, LLC (ASD Fitness Center)

Project Description: To Adaptive Physical Education classes for 2023-20234 school year.

Evaluator: Typhanie Jackson

Date: May 22, 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		