



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Please Type**

Contractor full name: Area Cooperative Education Services (ACES)

Doing Business As, if applicable:

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

Business Phone: 203-498-6838

Business email: Osimoes@aces.org

SS# OR Tax ID #: 00-0000000

Funding Source & Acct # including location code: State Interdistrict Betsy Ross Magnet School Program, Acct. # 270-43355-56697-0055 **and** State Interdistrict Cooperative Arts & Humanities Magnet School Program, Acct. # 270-43364-56697-0064

Principal or Supervisor: Jennifer Jenkins (Betsy Ross) and Val Jean Belton (Coop)

Agreement Effective Dates: From 08/26/2020 To 06/30/2021

Hourly rate or per session rate or per day rate: Service A: \$477,995; Service B: \$375,038

Total amount: \$853,033

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

This contract is for support and management of the arts programs at Betsy Ross Arts Magnet Middle School and Cooperative Arts and Humanities Magnet High School.

Submitted by: Michele Bonanno Phone: 475-220-1391



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Michele Bonanno  
**Date:** July 15, 2020  
**Re:** BRAMS and COOP ACES Agreement

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**Executive Summary/ Statement:** (Please provide 1-2 sentences describing the Service – do not leave blank):

This contract is for support and management of the arts programs at Betsy Ross Arts Magnet Middle School and Cooperative Arts and Humanities Magnet High School.

**Amount of Agreement and the Daily, Hourly or per Session Cost:**

Service A: \$477,995; Service B: \$375,038; Total Service A & B: \$853,033

**Funding Source & Account #:** State Interdistrict Magnet Betsy Ross School Program, Acct. # 270-43355-56697-0055 (477,995) and State Interdistrict Magnet Cooperative Arts & Humanities School Program, Acct. # 270-43364-56697-0064 (\$375,038).

**Key Questions:** (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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?  
This service is strategically aligned with the school and district goals because it supports Betsy Ross and Coop in implementing a rigorous arts program aligned with the student interests.
2. What specific need will this contractor address?  
This contractor will provide professional artists, professional development and the instructional resources needed to support the arts program at both schools.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:  
This contractor is considered Sole source as they are our state approved RESC.
4. If this is a continuation service, when was the last time the alternatives were sought? We did not seek alternatives as ACES remains our state approved Regional Education Service Center.
5. What specific skill set does this contractor bring to the project?  
As the Regional Education Service Center, this contractor has the ability to hire a wide variety of talented artists who can supplement educational programs and instruction. If we did not use this contractor the district would have to hire additional staff or eliminate programs.

6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume): The Contractor is able to provide the services outlined in the scope of this agreement including professional artists and professional development because they are our state approved Regional Education Service Center who is charged with supporting districts with support.

7. Is this a new or continuation service?

This is a continuation service.

If this is a continuation service, has cost increased? No.

a) If yes, by how much?

b) What would an alternative contractor cost? No other contractor provides this full service. If not for this service, the district would have to hire directly and pay additional staff to implement the program.

c) Is this a service existing staff could provide? Why or why not? No because we currently do not have enough full time staff to provide these experiences to students.

8. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?

The evidence of effectiveness for this contractor is the long-standing partnership with New Haven Public schools that has supported us in implementing arts programs at the middle and high school levels for over ten years.

9. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) This contractor provides all of the necessary programming needed to implement the well known successful arts programs at both Betsy Ross and COOP. These programs attract hundreds of students from both New Haven and surrounding suburbs every year.

10. If the service is a professional development program, can the training be provided internally, by district staff?

This agreement is not exclusive to professional development, however the arts professionals provide it on an as need basis in collaboration with New Haven Public Schools staff. The professional development provided enhances these arts programs and contributes to the years of successful arts program implementation.

a) If not, why not? We do not have the internal full time staffing capacity to provide all of the services outlined in this agreement.

b) How will the output of this Agreement contribute to building internal capabilities? It contributes to building internal capabilities by providing models for other content teachers on how to integrate the arts into core subject areas for enhanced interdisciplinary learning.

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

This agreement is fiscally sound because it is aligned with the goals of the Interdistrict funding and will support the school in increasing their instructional capacity. ACES can hire artistic staff to

increase instructional capacity. Without the service, the district would have to hire additional staff or cut programs.

12. What are the implications of not approving this Agreement?

If this agreement is not approved it will impact our ability to provide the arts programs that are offered to the over one thousand students who attend BRAMS and COOP.





NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

**Area Cooperative Educational Services (ACES)**

FOR DEPARTMENT/PROGRAM:

**New Haven Magnet Program Services**

This Agreement entered into on the 15<sup>th</sup> day of July, 2020, effective (start date no sooner than the day after Board of Education Approval), on the 24<sup>th</sup> day of August, 2020, 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 (Service A):** The Board shall pay the contractor for satisfactory performance of services required the amount of **\$477,995**.

The maximum amount the contractor shall be paid under this agreement: Four hundred seventy-seven thousand nine hundred ninety-five dollars (**\$477,995**). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

September, 2020	\$ 53,110.55	February, 2021	\$ 53,110.55
October, 2020	\$ 53,110.55	March, 2021	\$ 53,110.55
November, 2020	\$ 53,110.55	April, 2021	\$ 53,110.55
December, 2020	\$ 53,110.55	May, 2021	<u>\$ 53,110.60</u>
January, 2021	\$ 53,110.55	<b>Grand Total</b>	<b>\$477,995.00</b>

**Fiscal support** for this Agreement shall be by **State Interdistrict Magnet School Program** of the New Haven Board of Education, **Account Number:** 270-43355-56697 **Location Code:** 0055.

This agreement shall remain in effect from August 24, 2020 to June 30, 2021.

**SCOPE OF SERVICE:** *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

**Service A:** To provide professional artists in all arts areas; arts program management; instructional materials and supplies, equipment, performance and professional development to support the arts program at **Betsy Ross Arts Magnet Middle School**. This is a renewal agreement for services that have been provided in previous year.

**And**

**Compensation (Service B):** The Board shall pay the contractor for satisfactory performance of services required the amount of **\$375,038**.

The maximum amount the contractor shall be paid under this agreement: Three hundred seventy-five thousand thirty-eight dollars (**\$375,038**). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

September, 2020	\$ 41,670.88	February, 2021	\$ 41,670.88
October, 2020	\$ 41,670.88	March, 2021	\$ 41,670.88
November, 2020	\$ 41,670.88	April, 2021	\$ 41,670.88
December, 2020	\$ 41,670.88	May, 2021	\$ 41,670.96
January, 2021	\$ 41,670.88	<b>Grand Total</b>	<b>\$375,038.00</b>

**Fiscal support** for this Agreement shall be by **State Interdistrict Magnet School Program** of the New Haven Board of Education, **Account Number:** 270-43364-56697 **Location Code:** 0064.

This agreement shall remain in effect from August 24, 2020 to June 30, 2021.

**SCOPE OF SERVICE:** *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

**Service B:** To provide professional artists in all arts areas; arts program management; instructional materials and supplies, equipment, performance and professional development to support the arts program at **Cooperative Arts & Humanities Magnet High School**. This is a renewal agreement for services that have been provided in previous year.

**Compensation (Service A and B):** The Board shall pay the contractor for satisfactory performance of services required the amount of **\$853,033**.

**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*. 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.

Thomas M. Dancy  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

July 22, 2020  
Date

\_\_\_\_\_  
Date

Thomas M. Dancy  
Contractor Printed Name & Title  
Executive Director





**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.