



**NEW HAVEN PUBLIC SCHOOLS
COVER SHEET**

Please Type

Contractor full name: ACES – Urban Youth Elementary

Doing Business As, if applicable:

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

Business Phone: 203-498-6800

Business email: thowes@aces.org

SS # OR Tax ID #:

Funding Source & Acct. #

- IDEA Handicapped Special Funds Account, # 2504-5034-56903 (*pending receipt of funds*)
- Priority Schools, Account # 2579-5319-56694 (*pending receipt of funds*)
- General Funds Contractual Account, # 190-494-56694

Principal or Supervisor: Typhanie Jackson, Director of Special Education/Student Services

Agreement Effective Dates: From 08/24/2020. To. 06/30/2021.

Hourly rate or Per session rate or Per day rate:

Total amount: \$1,179,750

- **Description of Service: The New Haven Public Schools currently offers an educational program known as the Urban Youth 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 physical space and all furniture, fixtures and equipment necessary to provide educational services to 45 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 UYE 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.**
- **ACES will provide transportation to and from students' home to the North Haven Mill Road School (where program will be housed).**
- **Provide to the Board such records, reports, evaluations and documents of progress regarding each 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 ACES UYE program or the services being delivered to the ACES UYE students.**

Submitted by: Typhanie Jackson, 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 21, 2020
Re: ACES – Urban Youth Elementary

Executive Summary/ Statement:

Approval is requested for an Agreement by and between the New Haven Board of Education and ACES - UYE that services for students with significant behavior challenges, ACES is responsible for programming, implementation of IEPs.

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

The contractor will be paid a flat rate of \$1,179,750 for services provided to students in the school year 2020-2021.

Funding Source & Account #: IDEA Handicapped Account, Location Code: 0000

Priority Schools, Account Number: 2579-5319-56694 (*pending receipt of funds*)

IDEA Pupil Services Special Funds, Account Number: 2504-5034-59603 (*pending receipt of funds*) and

General Funds Contractual Services, Account Number: 190-494-56694.

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?
The service strategically aligns to the district's continuous improvement plan of addressing the social emotional needs of students by providing programming that will work intensively to address those needs.
2. What specific need will this contractor address?
This contractor will be addressing the social/emotional/behavioral needs of students as well as providing IEP services for students with special needs within an alternative building setting that has small classroom sizes as well as high number of therapeutic supports
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:
Quotes from varying contractors, longstanding history and partnership, as well as feedback and evaluation of services provided

4. If this is a continuation service, when was the last time the alternatives were sought?
YES this is a continuation, alternatives are annually sought, however , this continues to be a need based on referrals within our school district
5. What specific skill set does this contractor bring to the project?
The contractor brings a wealth of experience and knowledge working with children with social , emotional, behavioral needs as well as designing programming to help students improve coping mechanisms that would prepare them for adversity later in life
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): This contractor fits into the whole whereby providing a service for students who require an alternative to the traditional public school setting-in some cases to also address services as required the student's individual education plan
7. Is this a new or continuation service?
Continuation of services
8. If this is a continuation service has cost increased?
 - a) If yes, by how much? No increased in cost
 - b) What would an alternative contractor cost? There are a limited number of contractors who do this work well, other contracts would have a per student cost anywhere between \$30,000-\$60,000 more per student
 - c) Is this a service existing staff could provide? Why or why not? N/A
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? The effectiveness of this program will be determined by evaluations reports, feedback and ongoing communication with ACES UYE throughout the 2020-2021 school year.
10. 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) evaluation based on in person comprehensive school review not conducted this year due to COVID
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A
 - a) If not, why not? N/A
 - b) How will the output of this Agreement contribute to building internal capabilities? N/A
12. Why do you believe this Agreement is fiscally sound?

This agreement is fiscally sound as the cost of educating students at ACES – UYE program is lower than that of educating students in an out of placement facility.

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

The implication of not approving this agreement is that it may not meet the legal requirement outlined in students' IEP.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

ACES – Urban Youth Elementary

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 21st, day of July, 2020 effective the 24th day of August, 2020 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 \$1,179,750 per school year for up to a maximum of 182 day(s).

The maximum amount the contractor shall be paid under this agreement: One Million One Hundred Seventy Nine Thousand Seven Hundred and Fifty Dollars (\$1,179,750). 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, **Account Number:**

Priority Schools Account 2579-5319-56694 - \$500,000 (*pending receipt of funds*)

IDEA Pupil Services 2504-5034-56903 - \$400,380 (*pending receipt of funds*)

General Funds Services 190-494-56694 - \$279,370 Location Code: 0000.

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

SCOPE OF SERVICE:

- The New Haven Public Schools currently offers an educational program known as the Urban Youth 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 physical space and all furniture, fixtures and equipment necessary to provide educational services to 45 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 UYE 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.
- ACES will provide transportation to and from students’ home to the North Haven Mill Road School (where program will be housed).
- Provide to the Board such records, reports, evaluations and documents of progress regarding each 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 ACES UYE program or the services being delivered to the ACES UYE 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.

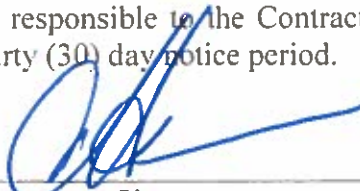
Exhibit B: Student Data and Privacy Agreement: Attached

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

6/24/20

Date

Date

ACES 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

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES
200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

JUSTIN ELICKER
Mayor



Michael V. Fumiatti
Purchasing Agent

DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	Area Cooperative Education Services (ACES)
VENDOR ADDRESS	350 State Street, North Haven, CT 06473
TELEPHONE /FAX	203-498-6800/203-498-6890
CONTACT/E-MAIL ADDRESS	TIM HOWES THOWES@ACES.ORG
SOLICITATION TITLE	
SOLICITATION NUMBER	

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of Connecticut County of New Haven Ss.

Tim Howes being first duly sworn, deposes and says that:
(type or print your name above)

1. I am owner, partner, officer, representative, agent or Deputy Executive Director of Area Cooperative Education Services
(circle one) Company Name (if individual type your name)
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply):
 - The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
 - The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. The agreement shall be attached, and incorporated herein by reference.
 - *It's a political subdivision of the State of Connecticut under Section CGS 10-66.*

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): This does not mean ALL employees - just officers, owners etc.

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership		
1 None				
2				

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %	
1 None				
2				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of New Haven, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed)  Deputy Executive Director
Title:

Subscribed and sworn to before me this 24th day of June, 2020


(NOTARY PUBLIC)

My commission expires April 30, 2025

This Form Must be Notarized

DEE ANNE COLSON
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2025

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) Area Cooperative Educational Services	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other non-profit <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 350 State Street	Requester's name and address (optional) City of New Haven 200 Orange Street New Haven CT 06510
City, state, and ZIP code North Haven, CT 064713	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number
0 6 0 8 8 1 7 0 0

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date 6/24/20
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.