

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: ACES BEHAVIOR SERVICES **AMENDMENT #:** 1

GRANT # if applicable: _____ **AGREEMENT #:** _____

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER ARP IDEA **DATE:** 09/14/2023

FUNDING SOURCE FOR AGREEMENT: IDEA HANDICAPPED AND GENERAL

ACCT # FOR AGREEMENT: IDEA Handicapped Special Funds, General Funds and ARP ESSER IDEA 611

ORIGINAL AMOUNT OF AGREEMENT: \$\$594,756

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$

√ **ACTUAL** OR _____ **ESTIMATE**

AMOUNT OF THIS AMENDMENT: \$0

_____ **INCREASE** OR _____ **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT:

- IDEA HANDICAPPED SPECIAL FUNDS Account, account # 2504-5034-56903, in the amount of \$164,837
- General Funds Account, account # 190490-00-56694 in the amount of \$241,436
- ESSER ARP IDEA 611 Account, account # 2554-6404-56903, in the amount of \$188,483

FUNDING SOURCE & ACCT # FOR AMENDMENT:

DESCRIPTION AND NEED FOR AMENDMENT: Please reduce the IDEA Handicapped Special Funds Account by \$188,483 making it \$164,837, please ADD funding source ESSER ARP IDEA 611 ACCOUNT # _____ account # 2554-6404-56903 in the amount of \$188,483 to the original contract ACES Behavior Services, Location Code: 0490.

PLEASE NOTE THERE IS NO CHANGE IN THE DOLLAR AMOUNT STATED IN THE ORIGINAL CONTRACT OF \$594,756

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____ (Name) _____ (Date)

(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Area Cooperative Education Services (ACES)

Doing Business As, if applicable:

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

Business Phone: 203-498-6800

Business email: thowes@aces.org

Funding Source & Acct # including location code:

- IDEA Handicapped Account, account # 2504-5034-56903 (*pending receipt of funds*). Location Code: 0490
- General Funds Account, account # 190-490-56694. Location Code: 0490

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

Agreement Effective Dates: From August 29, 2023. To June 30, 2024.

Hourly rate or per session rate or per day rate.

Total amount: \$594,756

- IDEA Handicapped Account - \$353,320
- General Funds Account - \$241,436

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

ACES will be providing behavior management programming and support for identified students, ACES staff will be providing board certified behavioral services to the district as well to provide behavioral social emotional support and training for students with autism

support across the district. Caseloads will be mutually agreed upon by the designated school administrator and the ACES Director of Behavior Services. Staff will consist of one (1) Board Certified Behavioral Analyst and (3) Behavior Technicians for the ESY program and (2) Board Certified Behavioral Analyst and (3) Behavior Technicians for the 2023-2024 school calendar except for pre-designed ACES professional development days during which the staff will attend ACES professional development activities. The staff will attend all ACES departmental and supervision meetings and is granted all rights as described under ACES Personnel policies. Travel (if required by district) will be additionally compensated by the New Haven Board of Education at prevailing federal rate.

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, Executive Director of SPED and Student Services
Date: May 23, 2023
Re: Contract – Area Cooperative Education Services (ACES)

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 Education Services (ACES)

Description of Service: ACES will be providing behavior management programming and support for identified students, ACES staff will be providing board certified behavioral services to the district as well to provide behavioral social emotional support and training for students with autism support across the district. Caseloads will be mutually agreed upon by the designated school administrator and the ACES Director of Behavior Services. Staff will consist of one (1) Board Certified Behavioral Analyst and (3) Behavior Technicians for the ESY Program, and 2 Board Certified Behavior Analyst and 3 Behavior Technicians for the school year 2023-2024. They will follow the NHPS school calendar except for pre-designed ACES professional development days during which the staff will attend ACES professional development activities. The staff will attend all ACES departmental and supervision meetings and is granted all rights as described under ACES Personnel policies. Travel (if required by district) will be additionally compensated by the New Haven Board of Education at prevailing federal rate.

2. **Amount** of Agreement and hourly or session cost: \$594,756

3. **Funding Source** and account number:

- IDEA Handicapped Account, account # 2504-5034-56903 in the amount of \$353,320 (*pending receipt of funds*). Location Code: 0490
- General Funds Account, account # 190-490-56694 in the amount of \$241,436, Location Code: 0490

4. Approximate number of staff served through this program or service: 40

5. Approximate number of students served through this program or service: 130

6. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much?
Renewal/no increase
- b. What would an alternative contractor cost: Comparable cost market price
- 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 is provided by this vendor.

7. 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) N/A

8. 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 increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, by way of providing behavioral and social emotional strategies for students.

9. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: This contractor will be providing behavioral support and data tracking as required by was of the student's IEP.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Quotes.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Yes, contractor was selected by the specialized behavior services they provide.
- d. Who were the members of the selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. N/A

10. 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?
Specific need it to provide/address behavioral support services to our students.
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal/effectiveness will be obtained by parents and staff through data tracking and reporting.
 - c. How is this service aligned to the District Continuous Improvement Plan?
This service is aligned to the district's continuous improvement plan by way of providing services that allows students to meet their academic and social emotional behavioral goals.
11. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as the cost to provide this service outside of the school system in ten times the outlined rate.
12. What are the implications of not approving this Agreement? The implications of not approving this agreement would be that students would not receive their services as outlined in their IEPs.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between
The New Haven Board of Education
AND

Area Cooperative Educational Services (ACES)

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education 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 2023, by and between the New Haven Board of Education (herein referred to as the "Board" and, located at, 350 State Street, North Haven, CT 06473 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of:

- \$772 per day for 1 Board Certified Behavior Analyst (BA) for a total of 18 days (not to exceed 4 hours per day) and \$510 per day for 3 Behavior Technicians (BT) for a total of 18 days (not to exceed 4 hours) for the ESY Program (from July 05, 2023 to July 28, 2023) totaling \$41,436.
- 2 Board Certified Behavior Analyst (BA) @ a rate of \$772 per day for each BA and 3 Behavior Technicians (BT) @ a rate of \$510 per day for each BT for 180 days for the 2023-2024 school year, totaling \$553,320

The maximum amount the contractor shall be paid under this agreement: Five Hundred Ninety-Four Thousand Seven Hundred Fifty-Six Dollars (\$594,756). 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 Account Program of the New Haven Board of Education, Account Number: 2504-5034-56903, in the amount of \$353,320

Location Code: 0490 (*pending receipt of funds*)

General Funds Program: Account Number: 190-490-56694, in the amount of \$241,436

Location Code: 0490

This agreement shall remain in effect from July 1, 2023 to June 30, 2024.

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

- ACES will be providing behavior management programming and support for identified students, staff and parents within the school district by the designated district administrator. ACES staff will consist of 1 Board Certified Behavior Analyst and 3 Behavior Technicians. The staff will follow the 2023 summer calendar except for pre-designed ACES professional development days during which the staff will attend ACES professional development activities. The staff will attend all ACES department and supervision meetings and is granted all rights as described under ACES Personnel policies. Travel (if required by district) will be additionally compensated by the New Haven Board of Education prevailing federal rate.

- ACES will be providing behavior management programming and support for identified students, ACES staff will be providing board certified behavioral services to the district as well to provide behavioral social emotional support and training for students with autism support across the district. Caseloads will be mutually agreed upon by the designated school administrator and the ACES Director of Behavior Services. Staff will consist of one (2) Board Certified Behavioral Analyst and (3) Behavior Technicians. The staff will follow the 2023-2024 school calendar except for pre-designed ACES professional development days during which the staff will attend ACES professional development activities. The staff will attend all ACES departmental and supervision meetings and is granted all rights as described under ACES Personnel policies. Travel (if required by district) will be additionally compensated by the New Haven Board of Education at prevailing federal rate.

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

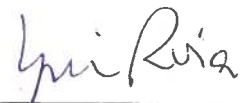
APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

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

June 21 2023

Date

7/24/2023

Date

Timothy Howes Deputy Executive Director

Contractor Printed Name & Title



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)

Project Description Behavioral Support

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