



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Bilingual Special Education Services of Connecticut

Doing Business As, if applicable:

Business Address: 61 Bradley Street, #5 Bristol, CT 06010

Business Phone: 203-850-5328

Business email: amparo@bsesct.com

Funding Source & Acct # including location code: IDEA Handicapped Special Funds Account, account # 2504-5034-56903, Location code: 0490

Principal or Supervisor: Kate Aniballi, Supervisor of Special Education and School Psychologists.

Agreement Effective Dates: From September 11, 2023. To June 30, 2024.

Hourly rate or per session rate or per day rate: \$1,850 for 15 Bi-Lingual each and \$1,750 for 35 Monolingual Psycho-educational Evaluations each.

Total amount: \$89,000.00

Description of Service:

Psychological Evaluations for special education eligibility students. All evaluations will be conducted with an interpreter and are done by a certified specialist who has an additional certification in bilingual school psychology or bilingual speech and language pathology. All staff is simultaneously bilingual and bicultural in the language of assessment.

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: September 06, 2023
Re: Contract – Bilingual Special Education Services of Connecticut

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:** Bilingual Special Education Services of Connecticut
2. **Description of Service:** Psychological Evaluations for special education eligibility students. All evaluations will be conducted with an interpreter and are done by a certified specialist who has an additional certification in bilingual school psychology or bilingual speech and language pathology. All staff is simultaneously bilingual and bicultural in the language of assessment.
3. **Amount of Agreement and hourly or session cost:** Hourly rate or per session rate or: \$1,850 for 15 Bi-Lingual evaluation each and \$1,750 for 35 Monolingual Psycho-educational evaluations each. Making it a total of 50 Evaluations.
Total amount: \$89,000.00
4. **Funding Source and account number:** IDEA Handicapped Special Funds Account, account # 2504-5034-56903, Location Code: 0490
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 50
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Renewal
 - b. What would an alternative contractor cost: \$93,000
 - 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, this contractor is specialized in conducting bilingual/mono-bilingual psychological and speech and language evaluations.

8. 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, no staff is specialized in providing this service.
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

9. 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?
Renewal
- g. Will the output of this Agreement contribute to building internal capabilities?
If yes, please explain: N/A

10. 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: Specific skill is to provide bilingual and mono-bilingual psychological and speech and language evaluations.
- 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? This contractor was selected because she is specialized in conducting psychological and speech and language evaluations.
- d. Who were the members of the selection committee that scored bid applications?
No selection
- 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

11. 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's specific need is to perform psychological evaluations and speech and language evaluations.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal and effectiveness will be demonstrated by feedback from staff and parents.
 - c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the district's continuous improvement plan by equity of services for all students.
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as quotes and services are of a reasonable cost.
13. What are the implications of not approving this Agreement? The implications of not approving this agreement is that student's eligibility of special education and psychological services will not be implemented in accordance to their IEP.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Bilingual Special Education Services of Connecticut

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 21st day of August, 2023, effective (*no sooner than the day after Board of Education Approval*), the 11th day of September, 2023 by and between the New Haven Board of Education (herein referred to as the “Board” and, Bilingual Special Education Services of Connecticut located at, 61 Bradley Street, Suite #5 Bristol, CT 06010 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$1,850 each for 15 Bi-lingual Psycho-educational evaluation and \$1,750 each for 35 Monolingual Psycho-educational evaluation for a total of 50 evaluations.

The maximum amount the contractor shall be paid under this agreement: **Eight-Nine Thousand Dollars (\$89,000)**. 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 **IDEA Handicapped Special Funds Account** of the New Haven Board of Education, **Account Number: 2504-5034-56903 Location Code: 0490.**

This agreement shall remain in effect from September 11, 2023 to June 30, 2024.

SCOPE OF SERVICE: Psychological Evaluations for special education eligibility students. All evaluations will be conducted with an interpreter and are done by a certified specialist who has an additional certification in bilingual school psychology or bilingual speech and language pathology. All staff is simultaneously bilingual and bicultural in the language of assessment.

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'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.


Contractor Signature

President
New Haven Board of Education

9/6/23
Date

Date

Armando Rinaldi, CEO ^{BSes/CT}
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. "Student data" does not include de-identified student information.
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 a confirmed 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: Bilingual Special Education Services of Connecticut

Project Description: Psychological Evaluations for special education eligibility students. All evaluations will be conducted with an interpreter and are done by a certified specialist who has an additional certification in bilingual school psychology or bilingual speech and language pathology. All staff is simultaneously bilingual and bicultural in the language of assessments.

Evaluator: Typhanie Jackson

Date: 09/06/2023

	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	
6. Educational/psychological support					X	
Working relationship of contractors with district						
7. Timely submission of department data					X	
8. Positive feedback from staff and families					X	
9. Collegial, collaborative relationships with building professionals					X	
Implementation of practice across the district						
10. Flexibility in scheduling					X	
11. Coverage when needed (substitution)						X
12. Team work with teacher and other professionals					X	