



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name: Area Cooperative Educational Services

Doing Business As, if applicable: ACES

Business Address: 350 Skiff St. North Haven 06473

Business Phone: (203) 498-6800

Business email: jgufstason@aces.org

SS# OR Tax ID #: On File

Funding Source & Acct # including location code: Priority Schools 2579-5319-56694

Principal or Supervisor: Lynn Brantley

Agreement Effective Dates: From 08/10/21 To 06/30/22.

Hourly rate or per session rate or per day rate.

Total amount: 324.80 day/consultant

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."* Supporting all software utilized for personalized learning in school and remote learning.

Submitted by: *Lynn Brantley* Phone: 475-220-1212



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Lynn M. Brantley, Supervisor of Literacy
Date: July 19, 2021
Re: Aces Technical Support

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:** ACES
2. **Description of Service:** The provider will support, coach and provide technical assistance in the early literacy, universal screens mandated by SDE for the universal assessments/inventories. This provider will broaden their work to support Research, Assessment and Evaluation for the 2020-2021 SY. This provider will support then strong need for personalized learning and continue to support providing data reports to SDE.
3. **Amount of Agreement and hourly or session cost:** Total agreement \$68,208.00
210 days of service at \$324.80 day/consultant
4. **Funding Source** and account number: 2579-5319-56694 (pending receipt of funds)
5. **Continuation/renewal or new Agreement? Continuation**
Answer all questions:
 - a. Continuation from a previous contract
 - b. What would an alternative contractor cost:
 - c. If this is a continuation, when was the last time alternative quotes were requested? n/a
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
The IT department has expressed that they can not uphold the work that is required with the staffing they are allotted.
6. **Type of Service:**
Answer all questions:
 - a. Professional Development?
 - i. No
 - b. After School or Extended Hours Program? No
 - c. School Readiness or Head Start Programs? n/a

- d. Other: Technical support for various online platforms used for universal screening, intervention and tier I instruction.

7. 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? Continuation
- f. If it is a renewal/continuation, has the cost increased? If yes, by how much? No cost increase.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: yes. Students and teachers will have a continuation of services that only an in house technical support can provide.

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? n/a
- 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: As our Regional Educational Service Center ACES has provided this service for a number of years resulting in tailoring the work for NHPS. This work is a specific skill set to the adaptive programming used for personalized learning across the District in grades 3-12.

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? ACES serves as our RESCs support for instructional components to CT school districts. ACES delivers community-based education and training which adds to the quality in equity of schools throughout the state. RESCs are poised to serve their districts with timely, relevant, tailored and cost-effective services. All work orders are placed in a tracking system to enable us to evaluate the timeliness and effectiveness of services for our platforms. This service provider has proven to not only be timely but has gone above the requests to ensure job embedded troubleshooting for all staff members utilizing on-line personalized learning platforms.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Yes this is a continuation of services. ACES provides a staff person dedicated to NHPS. If we were to hire a staff member that can specialize in this work after training we would not only ensure their salary but also the staff's benefits resulting in a total cost of \$91,350.00 to the district. This contract brings a savings of \$28,350.00.

- c. How is this service aligned to the District Continuous Improvement Plan? Promotes students achieving more than one year of reading in a school year.
10. Why do you believe this Agreement is fiscally sound? This contract is found to be fiscally sound because it alleviates the district for support packages for each platform, along with lessening the costs for data management for each platform. The District provides schools with four adaptive platforms and has evidenced the need to expand with Personalized Learning during our move to remote learning from March to June. Also, this service allows us autonomy over the data along with providing services to keep all intervention adaptive programming available and sustained for the K-8 and HS buildings.
 11. What are the implications of not approving this Agreement? At this time NHPS is working to keep within a constrained budget. This agreement allows for expertise that is often attached to other costs if this service was provided by a staff member. Also, if this service is not in place we risk having all programming available and sustained for K-8 and HS buildings at a crucial time for the real need for personalized learning.



NEW HAVEN PUBLIC SCHOOLS

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

FOR DEPARTMENT/PROGRAM:

Literacy Department

This Agreement entered into on the 19th day of July 2021, effective on the 10th day of August, 2021, by and between the New Haven Board of Education (herein referred to as the “Board”) and, ACES located at, 350 State Street, North Haven, CT 06437(herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$324.80 per day, hour or session, for a total of 210 days, hours or sessions. The maximum amount the contractor shall be paid under this agreement (\$68,208.00). 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 Priority Schools of the New Haven Board of Education, **Account Number:** 2579-5319-56694 **Location Code:** 0000.

This agreement shall remain in effect from 8/10//2021 to 6/30/2022.

SCOPE OF SERVICE: Technical services to support all adaptive learning software and programming including universal testing programs for Math and Literacy. Technical support expanding into all adaptive software programming including: Achieve 3000, Lexia, System 44, HMH Universal and databases needed for Library Media that supports our remote learning plans through: Destiny and MackinVIA.

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.

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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

7/19/2021

Date

Date

Director, ACES Professional Development & School Improvement
Contractor Printed Name & Title

Revised: 12/3/19



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.