



**NEW HAVEN PUBLIC SCHOOLS
COVER SHEET**

Contractor full name: Area Cooperative Education Services (ACES) Aspire Program

Doing Business As, if applicable:

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

Business Phone: 203-498-6820

Business email: thowes@aces.org

SS # OR Tax ID #:

Funding Source & Acct. # Alliance Grant Account, account # 2547-6108-56694

Principal or Supervisor: Typhanie Jackson

Agreement Effective Dates: From: 08/30/2021. To: 06/30/2022.

Hourly rate or per session rate or per day rate: 182 days

Total amount: \$1,479,075

Description of Service:

- **The New Haven Public Schools currently offers an educational program known as the ACES ASPIRE 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 services to 40 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 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.**

- **Provide to the Board such records, reports, evaluations and documents of progress regarding each ASPIRE 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 ASPIRE program or the services being delivered to the ASPIRE students.**

Submitted by: Typhanie Jackson, Executive 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 30, 2021
Re: Area Cooperative Educational Services (ACES) Contract

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 Educational Services (ACES)

2. **Description of Service:**

ACES will provide services to 40 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 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.

3. **Amount** of Agreement and hourly or session cost: \$1,479,075

4. **Funding Source** and account number: Alliance Grant (Culture & Climate), account # 2547-6108-56694. Location Code: 0000

5. **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: Comparable Cost
- 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 for students and staff.

6. **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)

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? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes/by way of providing educational services to at risk students and training for teachers and related staff members.

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.
This contractor will be providing educational training for students and staff members.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?
Quotes and previous history and feedback from students and staff.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Utilizing of like services offered in the district as well as quotes.

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?
Addressing the educational needs and social emotional behavioral needs of students as well as providing IEP services, 504 plans for at risk students with special needs.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal. The effectiveness of this program will be determined by evaluations reports, feedback and ongoing communication with ACES.
- c. How is this service aligned to the District Continuous Improvement Plan? This service aligns to the department and the district's continuous improvement plan of providing high quality services for students with disabilities by providing them access to the general curriculum via educational services, social emotional and behavioral support.

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

This agreement is fiscally sound as the contracted amount is similar/less to that of other contractors performing similar services.

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

The implication of not approving this agreement is that we may not meet the legal requirements in cases where educational needs and social emotional and behavioral services are needed by students.



NEW HAVEN PUBLIC SCHOOLS

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

ACES – ASPIRE

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This agreement entered into on the 26th, day of July, 2021 effective the 30th, day of August, 2022 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 \$1,479,075 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 Four Hundred Seventy Nine Thousand Nine Hundred and Seventy Five Dollars (\$1,479,075). 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,

Alliance Grant \$1,479,075 account Number: 2547-6108-56694 (pending receipt of funds)
Location Code: 0000.

This agreement shall remain in effect from August 30th, 2021 to June 30th, 2022.

SCOPE OF SERVICE:

- The New Haven Public Schools currently offers an educational program known as the ACES ASPIRE 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 services to 40 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 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.

- Provide to the Board such records, reports, evaluations and documents of progress regarding each ASPIRE 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 ASPIRE program or the services being delivered to the ASPIRE 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

Date

7/29/21

President

New Haven Board of Education

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	ACES
VENDOR ADDRESS	350 State Street
TELEPHONE /FAX	203-498-6800
CONTACT/E-MAIL ADDRESS	TIMOTHY HOWES THOWES@ACES.ORG
SOLICITATION TITLE	DEPUTY EXECUTIVE DIRECTOR
SOLICITATION NUMBER	

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

- "Contract" means any Public Contract as defined below.
- "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- "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.
- "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.

Timothy Howes

(type or print your name above)

being first duly sworn, deposes and says that:

- I am owner, partner, officer, representative, agent or _____ of: ACES
(circle one) Company Name (if individual type your name)
- I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
- 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.

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	None				
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			
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 Exec Dir
Title:

Subscribed and sworn to before me this 22nd day of June, 2021
Dee Anne Colson
(Title)

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

My commission expires 4-30, 2025

This Form Must be Notarized

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/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Educational - Non-profit	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) 350 State Street	
City, state, and ZIP code North Haven, Connecticut 06473	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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									

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

Employer identification number									
0	6	-	0	8	8	1	7	0	0

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	<i>Thomas M. Daulton</i>	Date ▶	9/16/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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.

- Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CONTRACTOR ASSESSMENT

Vendor Name Area Cooperative Education Services (ACES) – ASPIRE PROGRAM

Project Description ACES will provide services to at risk students who reside in New Haven residents. ACES will hire, train, supervise, make available and discipline if applicable, all teachers, staff and related service providers.

Evaluator Typhanie Jackson

Date June 28, 2021

	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		