



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: **Area Cooperative Educational Services (ACES)**

Doing Business As, if applicable:

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

Business Phone: 203-498-6857

Business email: MGraham@aces.org

Funding Source & Acct # including location code:

- ARPA - Expand Supp for Learn Engage and Attendance Program C/O
 - o 2556-6451-56694-0444

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 12/12/2023. To 06/14/2024

Hourly rate or per session rate or per day rate.

- 110 days, \$225.34 per day

Total amount: 24,787.00

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

- Area Cooperative Educational Services (ACES) will act as the Fiduciary Agent for the payroll portion of the LEAP 2.0 funds- ACES will continue to hire the staff coordinator for the New Haven LEAP program and pay for their time working on the grant up to \$17,804 (salary) and \$3,612 (benefits) to be paid bi-weekly from 12/12/23-6/14/24 and administration fees of \$3,371 for a total of \$24,787. This agreement shall consist of providing fiduciary agent and administration support with respect to the LEAP 2.0 Grant program. ACES services will include the support and fiscal administration of the LEAP Grant Program payroll.

Submitted by: Gemma Joseph Lumpkin Phone: 475-220-1061



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Gemma Joseph Lumpkin

Date: 11/20/23

Re: Area Cooperative Educational 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 Educational Services (ACES)
2. **Description of Service:**
 - a. Area Cooperative Educational Services (ACES) will act as the Fiduciary Agent for the payroll portion of the LEAP 2.0 funds- ACES will continue to hire the staff coordinator for the New Haven LEAP program and pay for their time working on the grant up to \$17,804 (salary) and \$3,612 (benefits) to be paid bi-weekly from 12/12/23-6/14/24 and administration fees of \$3,371 for a total of \$24,787. This agreement shall consist of providing fiduciary agent and administration support with respect to the LEAP 2.0 Grant program. ACES services will include the support and fiscal administration of the LEAP Grant Program payroll.
3. **Amount** of Agreement and hourly or session cost: \$24,787.00
 - a. 110 days, \$225.34 per day
4. **Funding Source** and account number:
 - a. ARPA - Expand Supp for Learn Engage and Attendance Program C/O
 - b. 2556-6451-56694-0444
5. Approximate number of staff served through this program or service: 75
6. Approximate number of students served through this program or service: 350
7. **Continuation/renewal or new Agreement?**

Answer all questions:

 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. Renewal. No cost increase
 - b. What would an alternative contractor cost:

- i. Alternative Contractor will cost \$10,000.00 - \$16,000.00 per month
- c. If this is a continuation, when was the last time alternative quotes were requested?
 - i. 2023 RFQ process
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. No, the contractor provides a specific service, that supports staff professional development and provides a continuum of training related to positive engagement and resolution techniques.

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. Yes
 - ii. If this is a professional development program, can the service be provided by existing staff? If no, why not?
 - 1. The contractor provides a specific service/curriculum that supports student engagement, and staff professional development, and provides a continuation of training related to positive engagement and resolution techniques.
- b. After School or Extended Hours Program?
 - i. No
- c. School Readiness or Head Start Programs?
 - i. No
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
 - i. No
- b. Is the Contractor Local?
 - i. Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
 - i. Yes, local
- d. Is the Contractor a public corporation?
 - i. No
- e. Is this a renewal/continuation Agreement or a new service?
 - i. No
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

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:

- i. The ACES Education Foundation exists to support high-quality programming that strengthens the academic achievement and social skills of ACES students, consumers, and staff by providing grant opportunities to ACES schools and programs. The program coordinator will be responsible for:
 - 1. Effectively assessing learning needs and provide trainings for direct grant employees or others hired by community-based organizations
 - 2. Act as liaison among students, families, community organizations, school districts, and ACES
 - 3. Problem-solve as issues arise and communicate forwardly
 - 4. Provide timely responses and support in efforts to ensure the program is effective
 - 5. Write reports for updates on grant goals and status as well as write the final report for each city.
 - 6. Design a training program, including safety protocols, DCF-mandated reporting, and etiquette for associated work with disengaged students and families in need
- ii. www.aces.org/education-foundation/about
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
 - i. RFQ
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. Yes,
- d. Who were the members of the selection committee that scored bid applications?
 - i. Arthur Edwards, Christian Tabares, Dianne Stewart, Adrienne Douglas, Jose Camacho, Frankie Roman, Lysie Rodriguez
- 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.

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?
 - i. A NHPS grant coordinator who will conduct on-site visits will monitor the contractor. The ACES coordinator may use, pre and post-student and staff surveys, staff exit interviews, and student assessments, i.e., report cards, and test scores. The evaluation methods aforementioned are useful ways to measure student and staff improvement/satisfaction; and they also support efforts to capture data, which supports program effectiveness. These evaluation methods will enable us to make appropriate adjustments to ensure successful service delivery and overall utility in the program.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan?

- i. Participants engage in high-quality programming in which they receive support and attend various workshops, which enhance the ability of students and staff to engage in a therapeutic milieu, which promotes positive engagement and outcomes such as improved grades and/or attendance.

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

- a. This Agreement provides quality programming, support, and community collaborations, which will increase student and staff participation and engagement in learning activities while supporting attendance

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

- a. Student may not receive the support needed to empower, encourage, and equip them to engage in an educational program, which provides skills that can be honed and utilized in school and during the course of their respective lives. These are the goals of the program, which align with the grant.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
(Area Cooperative Educational Services (ACES))

FOR DEPARTMENT/PROGRAM:

(Youth Family and Community Engagement)

This Agreement entered into on the 21 day of November 2023, effective (*no sooner than the day after Board of Education Approval*), the 12 day of December, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Area Cooperative Educational Services (ACES) 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 \$225.34 per day, for a total of 110 days.

The maximum amount the contractor shall be paid under this agreement: Twenty-Four Thousand, Seven Hundred and Eighty-Seven Dollars (\$24,787.00). 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 ARPA - Expand Supp for Learn Engage and Attendance Program C/O **Program** of the New Haven Board of Education, **Account Number:** 2556-6451-56694 **Location Code:** 0444.

This agreement shall remain in effect from 12/12/23 to 06/14/24

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

- Area Cooperative Educational Services (ACES) will act as the Fiduciary Agent for the payroll portion of the LEAP 2.0 funds- ACES will continue to hire the staff coordinator for the New Haven LEAP program and pay for their time working on the grant up to \$17,804 (salary) and \$3,612 (benefits) to be paid bi-weekly from 12/12/23-6/14/24 and administration fees of \$3,371 for a total of \$24,787. This agreement shall consist of providing fiduciary agent and administration support with respect to the LEAP 2.0 Grant program. ACES services will include the support and fiscal administration of the LEAP Grant Program payroll.

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**. 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.

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

11/20/23

Date

Date

Timothy Howe Deputy Exec 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.

AGREEMENT
By And Between
New Haven Public School (NHPS)
AND
Area Cooperative Educational Services (ACES)

LEAP 2.0 Grant Program

This agreement entered into on the 21st of November 2023, effective the 12th day of December, 2023, by and between New Haven Public Schools (NHPS) and, Area Cooperative Educational Services (ACES), located at 370 James Street, New Haven, CT 06513 (herein referred to as the “Contractor”).

SCOPE OF SERVICE: ACES will act as the *Fiduciary Agent for the payroll portion of the LEAP 2.0 funds- ACES will hire the staff coordinator for the LEAP 2.0 program and pay for their time worked on the grant.*

Description of Service: Area Cooperative Educational Services (ACES) will act as the Fiduciary Agent for the payroll portion of the LEAP 2.0 funds- ACES will continue to hire the staff coordinator for the New Haven LEAP program and pay for their time worked on the grant up to \$17,804 (salary) and \$3,612 (benefits) to be paid bi-weekly from 12/12/23-6/14/24 and administration fees of \$3,371 for a total of \$24,787. This agreement shall consist of providing fiduciary agent and administration support with respect to the LEAP 2.0 Grant program.

This agreement shall consist of providing fiduciary agent and administration support with respect to the LEAP 2.0 Grant program. The services will include the support and fiscal administration of the LEAP Grant Program payroll. The LEAP coordinator will support the district's Learner Engagement and Attendance Program strategies to increase participation and engagement paying careful attention to the metrics used in assessment and evaluation of the program. Alternatively, Coordinator will work with staff, community organizations and their respective employees to assure the appropriate and effective delivery of grant goals, including assessment metrics to improve students engagement in learning activities and school attendance. The coordinator will conduct bi-weekly meetings with teams and/or community-based organizations to assess needs, share strategies, and provide feedback on status of evaluation metrics. The evaluation methods aforementioned are useful ways to measure student and staff improvement/satisfaction; and it also support efforts to capture data, which supports program effectiveness. These evaluation methods will enable us to make appropriate adjustments to ensure successful service delivery and overall utility in the program.

Compensation: New Haven Public Schools shall pay the contractor to perform above services. The maximum amount the contractor shall be paid under this agreement is \$24,787. (as outlined below).

Salaries	\$17,804
Benefits (payroll fees and taxes)	\$ 3,612
Fiduciary Administrative Fee	\$ 3,371
Agreement Total	\$ 24,787