



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Community Initiatives, on behalf of its fiscally sponsored project, Attendance Works

Doing Business As, if applicable:

Business Address: 1000 Broadway, Suite 480, Oakland, CA 94607

Business Phone: 301-706-3965

Business email: Adurey@CommunityIN.org & zach@attendancework.org

Funding Source & Acct # including location code:

- Title 1- 2531-5265-56694-0480 (\$15,000)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 03/14/2023 To 06/09/2023

Hourly rate or per session rate or per day rate.

- \$100 per person, 50 people, (3) Professional Development sessions

Total amount: \$15,000

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

- Community Initiatives on behalf of its fiscally sponsored project, Attendance works will be providing (3) E-Learning series to all school principals and other staff members to help schools develop a comprehensive, data-driven approach to improve student attendance. Offering 50 slots for NHPS employees to learn and implement engagement efforts to promote attendance. Presentations will include preparation time for Attendance Works staff to make phone calls and send out emails to understand local realities and tailor training to the needs of the district and all materials needed to support the content presented in the training. NHPS will be given the tools and resources needed to address chronic absenteeism within our district by professionals who promote equal opportunities to learn and advances student success by reducing chronic absence.

Submitted by: Gemma Joseph Lumpkin Phone: 475-220-1060



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gemma Joseph Lumpkin
Date: 02/21/2023
Re: Community Initiatives, on behalf of its fiscally sponsored project, Attendance Works

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:** Community Initiatives, on behalf of its fiscally sponsored project, Attendance Works
2. **Description of Service:**
 - Community Initiatives on behalf of its fiscally sponsored project, Attendance works will be providing (3) E-Learning series to all school principals and other staff members to help schools develop a comprehensive, data-driven approach to improve student attendance. Offering 50 slots for NHPS employees to learn and implement engagement efforts to promote attendance. Presentations will include preparation time for Attendance Works staff to make phone calls and send out emails to understand local realities and tailor training to the needs of the district and all materials needed to support the content presented in the training. NHPS will be given the tools and resources needed to address chronic absenteeism within our district by professionals who promote equal opportunities to learn and advances student success by reducing chronic absence.
3. **Amount** of Agreement and hourly or session cost: \$15,000
 - a. \$100 per person, 50 people, (3) Professional Development Sessions
4. **Funding Source** and account number:
 - a. Title 1- 2531-5265-56694-0480 (\$15,000)
5. Approximate number of staff served through this program or service: 50
6. Approximate number of students served through this program or service: 0
7. **Continuation/renewal or new Agreement?**

Answer all questions:

 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. N/A

- b. What would an alternative contractor cost:
 - i. Similar professional development courses would charge \$250 to \$400 a person for services.
- c. If this is a continuation, when was the last time alternative quotes were requested?
 - i. N/A
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. No, Attendance Works has years of experience and research to support districts across the nation to combat their chronic absenteeism. Training provides a holistic approach to dealing with Chronic Absenteeism.

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. No, the contractor has the training and experience to support chronic absenteeism.
- b. After School or Extended Hours Program?
 - i. None
- c. School Readiness or Head Start Programs?
 - i. None
- d. Other: (Please describe)
 - i. Professional development for staff to support current troubles revolving around chronic absenteeism.

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
 - i. No
- b. Is the Contractor Local?
 - i. No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
 - i. Yes, National
- d. Is the Contractor a public corporation?
 - i. No
- e. Is this a renewal/continuation Agreement or a new service?
 - i. New Service
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i. N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. This will support staff in the school builds to continue to the efforts to reduce chronic absenteeism.

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. Attendance Works has years of experience and research to support districts across the nation to combat their chronic absenteeism. Training provides a holistic approach to dealing with Chronic Absenteeism.
 - ii. <https://www.attendanceworks.org/>
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
 - i. Quotes provided to Gemma Joseph Lumpkin. Ongoing state-wide partnership supports the work of this agency as well.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. No. The contractor has a known relationship with the state and other school district to target the needs to reduce chronic absenteeism.
- d. Who were the members of the selection committee that scored bid applications?
 - i. Gemma Joseph Lumpkin, Viviana Conner, Christian Tabares
- 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. The Attendance Works E-Learning Series is designed to help schools develop a comprehensive, data-driven approach to improve student attendance. It offers educators an opportunity to learn proven, evidence-based tiered strategies to engage students and promote attendance. Participants will get a chance to interact with their peers and the Attendance Works team in breakout rooms.
 - ii. Performance will be measured on the effectiveness of the training and staff implementation of strategies to reduce Chronic Absenteeism
- 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. The services provided by the contractor align with the district's continuous improvement plan to address chronic absenteeism and work to reduce the current rate to a more manageable figure.

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

- a. The agreement provides resources, training, and consultation with trained professionals to support the needs of the district. At \$300 a person for the training, we are providing

the needed tools to support youth within the district at a reasonable price.

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

- a. By not approving this agreement, the district will not be properly advised on how to target and reduce chronic absenteeism rates. Leading to a decline in public education to the youth in our communities.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(Community Initiatives, on behalf of its fiscally sponsored project, Attendance Works)

FOR DEPARTMENT/PROGRAM:

(Youth, Family, and Community Engagement)

This Agreement entered into on the 21 day of February 2023, effective (no sooner than the day after Board of Education Approval), the 14 day of March 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Community Initiatives, on behalf of its fiscally sponsored project, Attendance Works located at, 1000 Broadway, Suite 480, Oakland, CA 94607 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$100 per person, for a total of 50 participants, for (3) Professional Development Sessions

The maximum amount the contractor shall be paid under this agreement: Fifteen Thousand Dollars (\$15,000.00). 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 Title 1 **Program** of the New Haven Board of Education, **Account Number:** 2531-5265-56694 **Location Code:** 0480.

This agreement shall remain in effect from 03/14/23 to 06/09/23

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

- Community Initiatives on behalf of its fiscally sponsored project, Attendance works will be providing (3) E-Learning series to all school principals and other staff members to help schools develop a comprehensive, data-driven approach to improve student attendance. Offering 50 slots for NHPS employees to learn and implement engagement efforts to promote attendance. Presentations will include preparation time for Attendance Works staff to make phone calls and send out emails to understand local realities and tailor training to the needs of the district and all materials needed to support the content presented in the training. NHPS will be given the tools and resources needed to address chronic absenteeism within our district by professionals who promote equal opportunities to learn and advances student success by reducing chronic absence.

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 Privacy - attached

Exhibit C: *Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.*

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

2/23/2023
Date

Date

Audrey Roderick - Associate Director of Client Services
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.

February 23, 2023

Gemma Joseph Lumpkin
Chief of Youth, Family and Community Engagement
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

Dear Gemma:

Thank you for your interest in Attendance Works! We would be happy to provide our three-part E-Learning Series to New Haven Public Schools. Our fee for attending the E-Learning Series for 50 people at \$300 per person is \$15,000, which includes:

- **Preparation time:** phone calls and emails to ensure we understand your local realities and tailor the comments to what would be most helpful to you, as well as offering a draft PowerPoint for review and comment
- **Materials:** providing electronic copies of the materials which you can copy as needed
- **Presentation:** providing the E-Learning Series on the following dates:
 - March 20, 2023 @ 10-11:30 ET
 - March 27, 2023 @ 10-11:30 ET
 - April 3, 2023 @ 10-11:30 ET

Each session includes 90 minutes of instruction with time afterwards for questions and discussion.

The Attendance Works E-Learning Series is designed to help schools develop a comprehensive, data-driven approach to improve student attendance. It offers educators an opportunity to learn proven, evidence-based tiered strategies to engage students and promote attendance. Participants will get a chance to interact with their peers and the Attendance Works team in breakout rooms.

All services will be provided remotely.

Payment should be directed to our fiscal sponsor, which will be detailed on the invoice:

Attendance Works
C/O: Community Initiatives
(Fiscal sponsor of Attendance Works)
1000 Broadway, Suite 480
Oakland, CA 94607



Advancing Student Success By Reducing Chronic Absence

If you have questions or wish to discuss your event further, please contact Cecelia Leong, Vice President of Programs at the email below.

We know the work we will be doing together is intense and that it is for a set amount of time. We believe it will be fruitful and sufficient for your purposes. However, there are instances in which clients feel the need for additional support. If that is the case when our contract is complete, we want to make sure you know that our free online resources are always available to you. We can also discuss additional fee-based coaching supports should you feel the need.

We look forward to partnering with you to help achieve better outcomes for all students!

Sincerely,

Cecelia Leong, Vice President of Programs

Cecelia@attendanceworks.org