

# NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

**CONTRACTOR:** Boys and Girls Club of Greater New Haven **AMENDMENT #:** 1

**GRANT # if applicable:** \_\_\_\_\_ **AGREEMENT #:** 96363137

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

**GRANT NAME:** ESSER II **DATE:** 05/02/23

**FUNDING SOURCE FOR AGREEMENT:** ESSER II

**ACCT # FOR AGREEMENT:** 2552-6363-56694-0021/0003/0043/0444

**ORIGINAL AMOUNT OF AGREEMENT:** \$271,050.00

**AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT:** \$271,050.00

\_\_\_X\_\_\_ **ACTUAL** OR \_\_\_\_\_ **ESTIMATE**

**AMOUNT OF THIS AMENDMENT:** \$0.00

\_\_\_\_\_ **INCREASE** OR \_\_\_\_\_ **DECREASE**

**AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT:** \$271,050.00

**FUNDING SOURCE & ACCT # FOR AMENDMENT:**

- **ESSER II:** 2552-6363-56694-0021 Brennan Rogers (\$108,800.00)
- **ESSER II:** **2552-6363-56694-0003 Beecher School (\$56,500.00)**
- **ESSER II:** 2552-6363-56694-0043 Bishop Woods (\$68,000.00)
- **ESSER II:** **2552-6363-56694-0444 Central Office (\$37,750.00)**

**DESCRIPTION AND NEED FOR AMENDMENT:**

- This amendment will decrease the number of After School sessions at Beecher from 136 to 113 sessions. \$500 a session, for a new total of \$56,500.00. There was an increase in student participants for the Spring Break Camp from 70 to 100 students. \$75.50 per student for a new total of \$37,750.00. There will be no change in the allocated funding amount of this agreement.

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

**CONTRACTOR'S SIGNATURE:** \_\_\_\_\_ Lisa Coruso \_\_\_\_\_ 05/02/2023 \_\_\_\_\_  
 (Name) (Date)

Chief Executive Officer  
 \_\_\_\_\_  
 (Title)

**NEW HAVEN BOARD OF EDUCATION:**

\_\_\_\_\_ President \_\_\_\_\_ (Date) \_\_\_\_\_

AGREEMENT# 96363137



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Boys and Girls Club of Greater New Haven

Doing Business As, if applicable:

Business Address: 253 Columbus Ave. New Haven, CT 06519

Business Phone: 203-988-8586

Business email: [icaruso@bgchnh.org](mailto:icaruso@bgchnh.org)

Funding Source & Acct # including location code:

- ESSER II
  - o 2552-6363-56697-0021: Brennan Rogers (108,800.00)
  - o 2552-6363-56697-0003: Beecher School (68,000.00)
  - o 2552-6363-56697-0043: Bishop Woods School (68,000.00)
  - o 2552-6363-56697-0444: Central Office (\$26,250.00)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 11/15/22 To 6/30/23.

Hourly rate or per session rate or per day rate.

- Brennan Rogers: \$10 per student, 80 students per day, \$500 a day per 3hr session, for 136 days (108,800.00)
- Beecher School: \$10 per student, 50 students per day, \$500 a day per 3hr session, for 136 days (68,000.00)
- Bishop Woods School: \$10 per student, 50 students per day, \$500 a day per 3hr session, for 136 days (68,000.00)
- Spring Break Camp- \$75 per student, 70 students per day, \$5,250 a day per 8hr session, for 5 days (26,250.00)

Total amount: **\$271,050.00**

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

- The Boys and Girls Club will service (50) students at Bishop Woods and Beecher Schools, (80) students at Brennan Rogers, and (70) students at their Columbus Ave location for Spring Break for a total of (250) students for extended school hours programming from November 15, 2022 until June 30, 2023. The Boys and Girls Club will provide students with an array of programs that focus on (3) areas of engagement. The Power Hour provides 30 minutes of homework and academic support to enhance academic performance. The Triple play is designed to educate students on healthy habits to improve overall well-being by introducing them to nutrition, and various forms of physical activity. The Torch Club is a leadership group that promotes community service, enhances character development as they prepare for their lives outside of school.

Submitted by: Jubie Lopez Phone: 8-1436

AGREEMENT# 96363137



NEW HAVEN PUBLIC SCHOOLS

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

*(The Boys and Girls Club of Greater New Haven)*

FOR DEPARTMENT/PROGRAM:

*(Youth, Family, and Community Engagement)*

This Agreement entered into on the 18<sup>th</sup> day of October 2022, effective (no sooner than the day after Board of Education Approval), the 15<sup>th</sup> day of November 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, The Boys and Girls Club of Greater New Haven located at, 253 Columbus Ave. New Haven, CT 06519 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$500 per day for a total of 136 days, for a total of \$68,000 per (2) schools. \$800 per day, for a total of 136 days, for a total of \$108,800 at (1) School. \$5,250 per day for a total of 5 days, for a total of \$26,250

The maximum amount the contractor shall be paid under this agreement: Two Hundred and Seventy-One Thousand, and Fifty dollars and Zero cents. (\$271,050.00). 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 ESSER II Program of the New Haven Board of Education, **Account Number:** 2552-6363-56697 **Location Code:** 0021 (\$108,800). **Account Number:** 2552-6363-56697 **Location Code:** 0003 (\$68,000). **Account Number:** 2552-6363-56697 **Location Code:** 0043 (\$68,000). **Account Number:** 2552-6363-56697 **Location Code:** 0444 (\$26,250).

This agreement shall remain in effect from November 15, 2022 to June 30, 2023.

**SCOPE OF SERVICE:**

- The Boys and Girls Club will service (50) students at Bishop Woods and Beecher Schools, (80) students at Brennan Rogers, and (70) students at their Columbus Ave location for Spring Break for a total of (250) students for extended school hours programming from November 15, 2022 until June 30, 2023. The Boys and Girls Club will provide students with an array of programs that focus on (3) areas of engagement. The Power Hour provides 30 minutes of homework and academic support to enhance academic performance. The Triple play is designed to educate students on healthy habits to improve overall well-being by introducing them to nutrition, and various forms of physical activity. The Torch Club is a leadership group that promotes community service, enhances character development as they prepare for their lives outside of school.

**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.

Lisa Caruso  
Contractor Signature

10/18/2022  
Date

Lisa Caruso - Chief Executive Officer  
Contractor Printed Name & Title

Yvonne Ruiz  
President  
New Haven Board of Education

11/14/2022  
Date



**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





September 28, 2022

Ms. Gemma Joseph-Lumpkin  
Chief of Youth and Community Engagement  
New Haven Public Schools  
Sent via email

Dear Gemma,

The Boys & Girls Clubs of Greater New Haven is so happy to be able to partner with the New Haven Schools again this year to provide after school care and programming to the children at Bishop Woods, Beecher and Brennan Rodgers.

We are proposing an October 24, 2022 start at all three schools Monday – Friday on full days when school is in session. We will not provide any services on half days. Our proposal includes up to 50 children at both Bishop Woods and Beecher and up to 80 children at Brennan Rodgers. Should the numbers increase above those thresholds, we will charge \$12/child per day based on actuals of less than 10 additional students. If the number of additional students reaches 10 than we will charge \$10/day per student for increments of 10.

We are also proposing similar to last year that that up to 70 children from the three schools join us at our Columbus Avenue Club House during April Recess. The cost provided in the attached proposal assumes that the New Haven School will provide breakfast, lunch and snacks. If food is not included, there will be an increase in cost by an extra \$10/child per day for food.

It is critical to our success that we staff these sites appropriately to be able to provide a safe environment, mentoring, homework help and fun programs for the children. Our operating costs exceed what is being proposed to you. We will be subsidizing to ensure that the New Haven children at these three sites are well taken care of. Please let me know if you have any questions or concerns.

Thank you for your support.

Sincerely,  
*Lisa Caruso*

Dr. Lisa Caruso  
Chief Executive Officer  
Boys and Girls Clubs of Greater New Haven  
[licaruso@bgcgnh.org](mailto:licaruso@bgcgnh.org)  
(203) 988-8586

**Proposal for After School programming for three New Haven School sites.**

Agreement Effective Dates: From 10/24/2022 To 6/14/2023.

School Site	Contract Dates	Schedule	Hours Per Day	Maximum Number of Klds Included in contract	Price Per Child Per Day	Price Per Day	Maximum Number of Days	Total Contract
Bishop Woods School	10/24/22 - 6/14/23	Mon - Fri	3	50	\$ 10	\$ 500	136	\$ 68,000
Beecher School	10/24/22 - 6/14/23	Mon - Fri	3	50	\$ 10	\$ 500	136	\$ 68,000
Brennan-Rodgers	10/24/22 - 6/14/23	Mon - Fri	3	80	\$ 10	\$ 800	136	\$ 108,800
Columbus Ave Spring Break	4/10/22 - 4/14/23	Mon - Fri	8	70	\$ 75	\$5,250	5	\$ 26,250
								<b>\$ 271,050</b>

**After School Care (10/24/2022 – 6/14/2023)**

Sessions will be 2.5 - 3 hours in length, running on all full days that school is in session, Monday through Friday. We will not provide any services on half days.

Should the numbers increase above the thresholds in this proposal, we will charge \$12/child per day based on actuals. The reason for this increase is that BGCNGH will need to hire additional staff in order to maintain a safe student to staff ratio (1:10). For any actuals less than 10 students BGCNGH still needs to pay the additional staff member but will not be collecting enough money from New Haven Schools to break even. If the number of students increases by 10 than the rate will be \$10/child per day for each increment of 10.

**Spring Break (April 10, 2023 – April 14, 2023)**

Up to 70 children from the three schools can join us at our Columbus Avenue Club House during April Recess.

The New Haven School will provide breakfast, lunch and snacks. If food is not included, the cost increase will be an extra \$10/child per day for food.

**Spring Break - Price Per Child Calculation**

	Price Per Hour	Number of hours	Price Per Child	Maximum Number of kids	Total Cost for 5 Days
Staff supervision / care	\$ 4	8	\$ 32	70	\$ 11,200
Supplies			\$ 8	70	\$ 2,800
Programs / Field trip(s)			\$ 35	70	\$ 12,250
			<b>\$ 75</b>		<b>\$ 26,250</b>

**Total Proposal Amount: \$271,050**



## Description of Programs

We offer varying programs throughout the course of the program but the area's that we focus on are PowerHour, Triple Play and Torch Club. We offer arts & crafts, STEM activities and much more each week. Our site coordinators in conjunction with the Area Director will spend two hours each day, preparing and planning fun ways to engage our youth in mind, body and soul.



**PowerHour:** Boys & Girls Clubs have an important role in enhancing educational experiences and empowering members to graduate from high school. All members will participate in 30 minutes of homework or academic programming, with staff assistance.



**Triple Play:** Designed to incorporate healthy living and active learning in every part of the Club experience, Healthy Habits emphasizes good nutrition, regular physical activity and improving overall well-being.



**Torch Club** is a chartered, small-group leadership and service club. Torch Club is a powerful vehicle through which staff can help meet the character development needs of members at a critical stage in their life.