



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

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

Doing Business As, if applicable:

Business Address: 253 Columbus Ave, New Haven CT 06519

Business Phone: 203-787-0187

Business email: ed@bgcnewhaven.org

SS# OR Tax ID #: 06-0646935

Funding Source & Acct # including location code:

21 Century After School Grant Cohort XVI, 2579-6273-56694-0043 (\$3,600.00)

ESSER II Grant, 2552-6363-56697-0043 (\$52,800.00)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 10/13/2021. To 06/10/2022.

Hourly rate or per session rate or per day rate.

\$400.00 per day, for up to a maximum of 141 days, for services at Brennan Rogers School (\$56,400.00). After School and Before-School sessions will be 2 hours in length, running on all days that school is in full session for students per the NHPS ten month calendar. The program will serve up to 55 students with an initial goal of 30 students in the After-School Program and 25 students in the Before-School Program

Total amount: \$56,400.00

Description of Service: Please provide a one or two sentence description of the service. The Boys and Girls Club will provide academic and enrichment support with a goal of enhancing students participation in enrichment activities, improving students' grades and attendance.

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: September 20, 2021
Re: Boys and Girls Club Agreement

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:** The Boys and Girls Club, New Haven CT
2. **Description of Service:** The contractor shall provide afterschool programming at Brennan Rogers School. Sessions will be 2 hours in length for both before-school and after-school, running on all days that school is in full session for students per the NHPS ten month calendar. Restorative Practices and Reassurance (Social and Emotional) is embedded throughout to help students feel connected, heard and involved in community building. The program will be presented at Brennan Rogers School and/or through a virtual platform such as google meets/classrooms.
3. **Amount** of Agreement and hourly or session cost:\$400.00 per 2.5 hour sessions x 163 (**\$56,400**)
4. **Funding Source** and account number:
21 Century After School Grant Cohort XVI, 2579-6273-56694-0043 (\$3,600.00)
ESSER II Grant, 2552-6363-56697-0043 (\$52,800.00)

Continuation/renewal or new Agreement? Continuation

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much?
- b. What would an alternative contractor cost: An alternative contractor would cost approximately \$260.00 – \$700.00 for similar services at Brennan Rogers.
- c. If this is a continuation, when was the last time alternative quotes were requested?
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
No. The program requires grantees to select a lead community partner capable of providing academic and enrichment programming.

5. 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? N/A
- b. After School or Extended Hours Program? After School/Extended School
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

6. 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? Yes; If yes, is it local or national? National
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New Service
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No

7. 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. The Boys and Girls Club has worked with New Haven's students as part of several evaluated school programs for several years. Rigorous evaluations by the 21st Century after school program have continuously validated the Boys and Girls Club program. The Boys and Girls Club have demonstrated an ability to engage and encourage our students in meaningful and engaging activities that focus on community service, education, life skills, and health and fitness.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? RFP/RFQ
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: RFQ rating: School Team interviewed and selected the Boys and Girls Club as a lead partner for the 21st Century program. This partnership was approved by CSDE as part of the competitive application process. The organization submitted a proposal memo and Request for Qualifications packet which are included in the selection process.

8. 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? The contractor provides enrichment programming and homework support, which are the bases of afterschool programming. The Boys and Girls Club staff will facilitate Restorative Practices and Reassurance group activities (Social and Emotional) to help students feel connected, heard and involved in community building. The services will be monitored using the APT tool, which assess the overall quality of the programs staffing, staffs engagement with students and families, collaboration with NHPS staff, transitioning of students and activities offered. The evaluation team consist of the Building Leader with a school-based team , which may consist of other NHPS staff, parents and community members. APT raters observe and score staff interactions (manner, affect, and tone of voice) with youth and families. The observers rate areas such as:
- Are staffs greeting students and families
 - Transitioning of students
 - Does the space provide appropriate room for all youth and staff,
 - The ability of staffs to communication with youth and/or their families in their language(s).
 - The support staff provide in assisting youth with organizing and preparing themselves to do their homework.
 - staffs adjustments and accommodations for students based on their experiences and needs and that
 - Staffs use of simple reminders and redirection to support positive behaviors.
 - Dismissal process

The information gathered from the observation is used to create a plan of action to improve in areas and identify the successful modules of 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? Participants engage in high-quality programming in which they feel physically and emotionally safe, receive support and recognition from caring staff. The activities create opportunities to engage in writing, math, science and other traditional school based courses. The program stimulates enthusiasm for learning and provides incentives for them to attend school.

9. Why do you believe this Agreement is fiscally sound? This Agreement provides quality programming from a reputable vendor at a reasonable cost for the students of Brennan Rogers School. The cost are inclusive of staffing, materials and supplies for the program.
10. What are the implications of not approving this Agreement? Students will not have an afterschool program that provides a safe and nurturing environment. Students will lack the homework assistance, which is provided on a daily basis, and the lack of enrichment activities may negatively affect students' attendance.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

The Boys and Girls Club
FOR DEPARTMENT/PROGRAM:

Youth, Family, and Community Engagement

This Agreement entered into on the 24 day of September 2021, effective (*no sooner than the day after Board of Education Approval*), the 13 day of Oct, 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, The Boys and Girls Club 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 \$400 per day for a total of 141 days.

The maximum amount the contractor shall be paid under this agreement: Fifty-six thousand-four hundred dollars and no cents (\$56,400.00). 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 21 Century After School Grant **and** ESSER II Grant **Programs** of the New Haven Board of Education,

Account Number: 2579-6273-56694 **Location Code:** 0043

Account Number: 2552-6363-56697 **Location Code:** 0043

This agreement shall remain in effect from Oct 13, 2021 to June 30, 2022

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

The Boys and Girls Club will provide afterschool programming at Brennan Rogers School. Sessions will be 2 hours in length serve up to 50 students. Activities such as arts and crafts, dance, open gym, as well as, “Good Character & Citizenship” programs, which develop a positive self-image and character. Restorative Practices and Reassurance (Social and Emotional) is embedded throughout to help students feel connected, heard and involved in community building.

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**. 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'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

September 20, 2021
Date

Date

Barbara Chesler
Interim Executive Director
Boys and Girls Club of New Haven



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 to 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.