

NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: Clifford W. Beers Guidance Clinic

AMENDMENT #: 1

GRANT # if applicable: _____ AGREEMENT #: 96363258

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER II Grant

DATE: 3/7/2022

FUNDING SOURCE FOR AGREEMENT: ESSER II Grant

ACCT # FOR AGREEMENT: ESSER II- 2552-6363-56697-0000

ORIGINAL AMOUNT OF AGREEMENT: \$198,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$198,000.00

___X___ ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$99,000.00

___X___ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$297,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: ESSER II Grant- Acct. # 2552-6363-56697-0000- \$198,000.00
& ARP ESSER Program- Acct. #2553-6398-56694-0000- \$99,000.00

DESCRIPTION AND NEED FOR AMENDMENT: Current contract agreement is for a total of 200 students at \$495 dollars per student for each winter and spring recess. This amendment will add 200 more students to the spring recess at \$495 dollars per student for an added \$99,000.00. In addition to servicing Columbus Family Academy and Wexler-Grant Community School, Roberto Clemente and Obama Magnet University School will be added. This addition will increase the current agreement of \$198,000.00 by \$99,000.00 to \$297,000.00

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

CONTRACTOR'S SIGNATURE: _____ Clifford W. Beers Guidance Clinic, Inc.

3/8/2022

(Name)

DocuSigned by:

(Date)

Alice Forrester
CEO

Alice Forrester

606422509DFR4CA

(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT# 96363258



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Clifford W. Beers Guidance Clinic Inc.

Doing Business As, if applicable:

Business Address: 93 Edwards Street New Haven CT 06511

Business Phone: 203 772-1270

Business email: info@cliffordbeers.org

Funding Source & Acct # including location code:
ESSER II Grant 2552-6363-56697-0000 (Central Office)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From January 11, 2022 To June 30, 2022.

Hourly rate or per session rate or per day rate: 10 days of sessions (\$19,800 for each 7 hr. session during winter and spring recess, for a total of \$198,000) 200 students at a cost of \$495 dollars per students.

Total amount: \$198,000

Description of Service:

Clifford Beers shall provide the New Haven Public Schools with after-school activities (the "Services") for NHPS middle school and high school students during the Winter Recess dates of February 21-25, 2022 (the "Winter Camp") and Spring Recess dates of April 18 – 22, 2022 (the "Spring Camp"). Winter and Spring Camp activities include, but are not limited to: basketball, theater, computer science, art, drama, robotics, martial arts, photography, social-emotional learning, mindfulness and wellness activities.

Submitted by: Gemma Joseph Lumpkin

Phone: 475-220-1734

AGREEMENT# 96363258



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Clifford W. Beers Guidance Clinic Inc.

FOR DEPARTMENT/PROGRAM:

Youth, Family, and Community Engagement

This Agreement entered into on the 10th day of January 2022, effective (*no sooner than the day after Board of Education Approval*), the 11th day of January 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Clifford W. Beers Guidance Clinic Inc. located at, 93 Edwards Street, New Haven CT 06511, (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required for a flat rate of ~~\$198,000.00~~, for a total of ten (10) days of sessions (7 hrs. each session) for winter and spring recess after-school services. The total compensation amounts to \$495 per students @ 200 students.

The maximum amount the contractor shall be paid under this agreement: One Hundred Ninety Eight Thousand Dollars (\$198,000.00). 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 ESSER II Grant Program of the New Haven Board of Education, **Account Number:** 2552-6363-56697 **Location Code:** 0000 (Central Office).

This agreement shall remain in effect from January 11, 2022 to June 30, 2022.

SCOPE OF SERVICE:

Clifford Beers shall provide the New Haven Public Schools with extended-school hours activities for NHPS middle school and high school students during the Winter Recess dates of February 21-25, 2022 (the "Winter Camp") and Spring Recess dates of April 18 – 22, 2022 (the "Spring Camp"). Winter and Spring Camp activities include, but are not limited to: basketball, theater, computer science, art, drama, robotics, martial arts, photography, social-emotional learning, mindfulness and wellness activities. Winter activity theme: Black History Month and spring activity theme: Resiliency. Activities will be held during the hours of 8am and 3pm each day of the sessions for winter and spring camps.

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.

DocuSigned by:

606A22509DFB4CA
Contractor Signature

12/10/2021
Date

Alice Forrester
CEO
Contractor Printed Name & Title


President
New Haven Board of Education
1-11-22
Date

Revised: 8/2021



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.



EXHIBIT A
SCOPE OF SERVICES

1. Clifford Beers shall provide the New Haven Public Schools with after-school activities (the "Services") for NHPS middle school and high school students during the Winter Recess dates of February 21-25, 2022 (the "Winter Camp") and Spring Recess dates of April 18 – 22, 2022 (the "Spring Camp"). The Services will be provided by independent contractor instructors who will be hired and supervised by Clifford Beers; NHPS students who participate in Winter and Spring Camps shall be registered by NHPS.

A. Winter and Spring Camps

1. Registration of Students; Forms and Rules. NHPS shall register NHPS students for participation in the Winter and Spring Camps based on the following criteria:

- Participating students will be Middle school students from Fairhaven and Family Academy of Multilingual Exploration schools and high school students from Wilber Cross and Metropolitan Business Academy;
- First come, first serve basis;
- A maximum number of 200 students;
- Parents/guardians complete and sign registration form supplied by NHPS; the form shall include a completion of a waiver of liability by the parents/guardians;
- Parent/guardians and registered students sign an acknowledgement of, and agreement to follow, rules for participation in the winter and spring camps as provided by NHPS, including rules and protocols regarding COVID 19.

2. Winter and Spring Camp Director; Designation of Director of winter and spring camps; Liaisons.

- Clifford Beers shall designate a Clifford Beers employee as the director of the Winter and Spring Camps who will lead the Winter and Spring Camp Services and act as the Clifford Beers liaison for all matters related to the Winter and Spring Camps;
- NHPS shall designate winter and spring camps liaison for matters related to registration and activities of the winter and Spring Camps.

3. Winter and Spring Camp Activities. Clifford Beers shall make available activities for registered students as follows:

- Winter and Spring Camp activities include, but are not limited to: basketball, theater, computer science, art, drama, robotics, martial arts, photography, social-emotional learning,

mindfulness and wellness activities. Winter activity theme: Black History Month and spring activity theme: Resiliency;

- Clifford Beers will follow the City of New Haven Health Department COVID 19 protocols for student/instructor ratio;
- Activities will be held during the hours of 8am and 3pm each day of the sessions for Winter and Spring Camps.

4. Winter and Spring Camp Instructors; Discipline Matters Winter and Spring Camp instructors shall be hired and supervised by Clifford Beers to organize and conduct the Winter and Spring Camp activities for the registered students, as follows:

- Clifford Beers shall conduct background checks for the instructors prior to hiring;
- Clifford Beers will enter into agreements with each instructor as an independent contractor for the providing of activities to registered students
- Instructors hired by Clifford Beers will be on-boarded and trained by Clifford Beers and cross training by New Haven Public Schools staff;
- Winter and Spring Camp instructors shall have the authority to remove a student participant from an activity in consultation with the Clifford Beers Winter and/or Spring Camp director;
- Winter and Spring Camp instructors shall refer all discipline matters regarding removing a registered student from the respective Winter and/or Spring Camp to the Clifford Beers Winter and Spring Camp director; any removal of a registered student from the Winter and/or Spring Camp shall be done by the Clifford Beers Winter and Spring Camp director in consultation with the instructor(s) and the NHPS Winter and Spring Camp liaison.

5. Locations of the Winter and Spring Camps. The Winter and Spring Camp activities shall be performed at the following schools:

- Farnam Neighborhood House, a Program of Clifford Beers, located at 162 Fillmore Street, New Haven, CT
- John S. Martinez School, located at 100 James Street, New Haven, CT 06513
- Family Academy of Multilingual Exploration, located at 255 Blatchley Avenue, New Haven, CT 06513

6. Transportation. Transportation to and from the winter and spring Camps generally will be provided by the families or other family designated drivers for the registered students. Special arrangements may be made and agreed to by NHPS. The Winter Camp instructors and Clifford Beers shall not be responsible for transportation of students for the winter and Spring Camps.

7. Food. Participating students in winter and spring camps will provide their own lunches. Snacks will be provided to the camp participants by Clifford Beers. Any students who are unable to afford lunches will be provided lunches as agreed to by NPHS and Clifford Beers.

8. COVID 19 Pandemic. The Services are subject to modification due to the ongoing concerns related to the COVID 19 Pandemic.