



**NEW HAVEN PUBLIC SCHOOLS  
AGREEMENT COVER SHEET**

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

**Please Type**

Contractor full name: Cross Sector Consulting, LLP

Doing Business As, if applicable:

Business Address: 2558 Whitney Avenue, Suite 201, Hamden, CT 06518

Business Phone: 203-772-2050 Ext. 30

Business email: [gooding@xsector.com](mailto:gooding@xsector.com)

SS# OR Tax ID #: 06-0942539

Funding Source & Acct # including location code:

- Extended School Hours Grant: 2579-5326-56697-0000

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From: 05/10/2022 To:06/30/2022

Hourly rate or per session rate or per day rate.

- 90 hours at \$99.44 an hour for a total of \$8,950.00

Total amount: \$8,950.00

**Description of Service:**

Cross Sector Consulting, LLP will be supporting the YFCE department primarily with independent evaluations and Federal compliance auditing of after-school programming. Cross Sector Consulting will provide evaluation and supports to after-school programs at multiple schools starting with Brennan Rogers, Bishop Woods, Wexler Grant, and Celentano. They will also provide data support such as Cayen data cleaning and, compliance work such as evidence binders and revisions to compliance documents, and quality-improvement efforts to all 21st Century and State ASP after-school programs.

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:** 4/12/2022  
**Re:** Cross Sector Consulting, LLP

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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: Cross Sector Consulting, LLP**
2. **Description of Service:** Cross Sector Consulting, LLP will be supporting the YFCE department primarily with independent evaluations and Federal compliance auditing of after-school programming. Cross Sector Consulting will provide evaluation and supports to after-school programs at multiple schools starting with Brennan Rogers, Bishop Woods, Wexler Grant, and Celentano. They will also provide data support such as Cayen data cleaning and, compliance work such as evidence binders and revisions to compliance documents, and quality-improvement efforts to all 21st Century and State ASP after-school programs.
3. **Amount of Agreement and hourly or session cost: \$8,950.00**
  - a. 90 hours at \$99.44 an hour
4. **Funding Source and account number:**
  - a. Extended School Hours Grant: 2579-5326-56697-0000
5. Approximate number of staff served through this program or service: 0
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. **Renewal, No**
  - b. What would an alternative contractor cost:
    - i. **Similar contractors who provide professional support range from \$150-\$200 an hour**
  - c. If this is a continuation, when was the last time alternative quotes were requested?
    - i. **Yes, quotes reviewed in June, 2020**
  - d. For new or continuation: is this a service existing staff could provide. If no, why not?

- i. **No, the Cross-sector team has provided us with the guidance to be in compliance with State and Federal grant requirements for our after-school programming.**

**8. Type of Service:**

**Answer all questions:**

- a. Professional Development?
  - i. **NO**
  - ii. If this is a professional development program, can the service be provided by existing staff? If no, why not?
- b. After School or Extended Hours Program?
  - i. **After School**
- c. School Readiness or Head Start Programs?
  - i. **N/A**
- d. Other: (Please describe)
  - i. **Consulting agency who provide professional support and auditing of after-school programming.**

**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. **NO**
- d. Is the Contractor a public corporation?
  - i. **NO**
- e. Is this a renewal/continuation Agreement or a new service?
  - i. **Continuation**
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
  - i. **NO**
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
  - i. **NO**

**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. **Cross Sector will support the YFCE department primarily with independent evaluations and Federal compliance auditing of after-school programming. Cross Sector Consulting will provide evaluation and site visits, support with all data needs, compliance and quality-improvement efforts to State and**

**Federal funded programs and Technical assistance with organization staff members.**

- 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, YFCE dept. has a history of working with Cross Sector, who have demonstrated the ability to provide high quality technical supports to our after-school programming needs.**
- d. Who were the members of the selection committee that scored bid applications?
  - i. **Gemma Joseph Lumpkin, Daniel Diaz, Kermit Carolina, 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.
  - i. **N/A**

**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?
  - Conduct on-site observations of four NHPS 21st Century after-school programs using the APT-O tool and additional criteria agreed upon by the Office of Youth, Family, and Community Engagement (YFCE)
  - Write four site visit reports, including detailed observations and recommendations related to compliance and quality improvement, and share the reports with YFCE and school leaders
  - Review monthly program data and flag any compliance and quality improvement issues for YFCE and school leaders
  - Assist YFCE leaders and staff, as well as school 21st Century leaders, to support compliance with 21st Century program requirements
  - Communicate regularly with YFCE leaders and staff by email, phone, and meeting (in-person and/or virtual) to coordinate completion of the Cross Sector activities listed above and support the successful implementation of NHPS after-school programs, as agreed upon by the YFCE Chief and the Cross Sector Consulting project leader
- 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. **This service will provide us with quality support to ensure we are in compliance with all State and Federally funded grants. The service will also give us the ability to maintain and support the validity of after-school programs being offered to the students in the NHPS.**

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

- a. **Compared to other consulting agencies providing similar services, \$99.72 an hour rate is competitive. The agreement will provide quality technical support to central office to assure we are in compliance with State and Federally funded programs.**

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

- a. **This agreement will aid us with compliance work for State and Federal funds. The support aids us in providing quality evaluations of active after-school programs being offered to our youth. Without this service, we will not be able to ensure the validity of our after-school programs.**



NEW HAVEN PUBLIC SCHOOLS

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

**Cross Sector Consulting, LLP**

FOR DEPARTMENT/PROGRAM:

**Youth, Family and Community Engagement**

This Agreement entered into on the 19<sup>th</sup> day of April, 2022, effective (*no sooner than the day after Board of Education Approval*), the 10<sup>th</sup> day of May, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Cross Sector Consulting, LLP located at, 2558 Whitney Ave. Suite 201, Hamden, CT 06518 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$99.44 per hour, for a total of 90 hours.

The maximum amount the contractor shall be paid under this agreement: Eight Thousand, Nine Hundred and Fifty dollars and no cents (\$8,950.00). 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 Extended School Hours Grant **Program** of the New Haven Board of Education, **Account Number:** 2579-5326-56697**Location Code:** 0000.

This agreement shall remain in effect from May 10<sup>th</sup>, 2022 to June 30<sup>th</sup>, 2022.

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

- Cross Sector Consulting, LLP will be supporting the YFCE department primarily with independent evaluations and Federal compliance auditing of after-school programming. Cross Sector Consulting will provide evaluation and supports to after-school programs at multiple schools starting with Brennan Rogers, Bishop Woods, Wexler Grant, and Celentano. They will also provide data support such as Cayen data cleaning and, compliance work such as evidence binders and revisions to compliance documents, and quality-improvement efforts to all 21st Century and State ASP after-school programs.

***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***

**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.

*Michael Nogelo*

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

4/18/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Michael Nogelo: Sr. Associate  
Contractor Printed Name & Title

Revised: 9-27-21



**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

April 7, 2022

## **Cross Sector Consulting Scope of Services**

### **NHPS Afterschool Consulting Support – 2021-2022 Fiscal Year (Through June 30, 2022)**

#### **Services to be Delivered**

1. Conduct on-site observations of four NHPS 21<sup>st</sup> Century after-school programs using the APT-O tool and additional criteria agreed upon by the Office of Youth, Family, and Community Engagement (YFCE)
2. Write four site visit reports, including detailed observations and recommendations related to compliance and quality improvement, and share the reports with YFCE and school leaders
3. Review monthly program data and flag any compliance and quality improvement issues for YFCE and school leaders
4. Assist YFCE leaders and staff, as well as school 21<sup>st</sup> Century leaders, to support compliance with 21<sup>st</sup> Century program requirements
5. Communicate regularly with YFCE leaders and staff by email, phone, and meeting (in-person and/or virtual) to coordinate completion of the Cross Sector activities listed above and support the successful implementation of NHPS after-school programs, as agreed upon by the YFCE Chief and the Cross Sector Consulting project leader

**MAY-JUNE 2022**

| Task                                    | Task Category      | Nogelo    |                | Associate(s) |      | Total     |                |
|---|--------------------|-----------|----------------|--------------|------|-----------|----------------|
|   |                    | Hours     | Cost           | Hours        | Cost | Hours     | Cost           |
| Review state 21C requirements           | Compliance         | 2         | \$220          | 0            |      | 2         | \$220          |
| Support YFCE & schools w/21C compliance | Compliance         | 26        | \$2,860        | 0            |      | 26        | \$2,860        |
| Cayen data review                       | Evaluation         | 4         | \$440          | 0            |      | 4         | \$440          |
| Site visits (4) (Mike 2)                | Evaluation         | 6         | \$1,680        | 12           |      | 18        | \$1,680        |
| Site visit reports (4)                  | Evaluation         | 6         | \$2,020        | 16           |      | 22        | \$2,020        |
| Site visit prep                         | Evaluation         | 2         | \$730          | 6            |      | 8         | \$730          |
| Central office meetings                 | Project Management | 4         | \$440          | 0            |      | 4         | \$440          |
| Cross Sector internal team coordination | Project Management | 2         | \$560          | 4            |      | 6         | \$560          |
| <b>TOTAL</b>                            |                    | <b>52</b> | <b>\$8,950</b> | <b>38</b>    |      | <b>90</b> | <b>\$8,950</b> |