



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Hot Shot Basketball Camp Doing Business As, if applicable:

Business Address: 445 Washington Ave, West Haven, CT 06516

Business Phone: 203-491-9114

Business email: ajohnson@nhep.com

Funding Source & Acct # including location code:

- ARP ESSER II C/O- 2553-6399-56694-0444

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 07/01/2023. To 09/30/2023.

Hourly rate or per session rate or per day rate. 24 sessions at \$750 sessions
Total amount: \$18,000.00

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

- Hot Shot Basketball Camp will service youth during summer session for 24 days from July 3rd to August 4th from 8:30am-5pm at Brennan Rogers School. Up to 250 students will be serviced by Hot Shot Basketball Camp during summer recess. Sessions will consist of morning educational sessions such as individual reading sessions, small reading groups, writing enhancement programs, social emotional learning conversations known as "talk topic," and an array of guest speakers from differing professions. Enrichment activities are to be completed before picking up a ball and training with the coaches. Later transitioning to basic basketball fundamentals such as dribbling, passing, shooting and a series of games where they are able to implement their newly learned skills.

Submitted by: Gemma Joseph Lumpkin

Phone: 475-220-1734



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gemma Joseph Lumpkin
Date: 5/15/23
Re: Hot Shot Basketball Camp

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:** Hot Shot Basketball Camp
2. **Description of Service:**
 - a. Hot Shot Basketball Camp will service youth during summer session for 24 days from July 3st to August 4th from 8:30am-5pm at Brennan Rogers School. Up to 250 students will be serviced by Hot Shot Basketball Camp during summer recess. Sessions will consist of morning educational sessions such as individual reading sessions, small reading groups, writing enhancement programs, social emotional learning conversations known as “talk topic,” and an array of guest speakers from differing professions. Enrichment activities are to be completed before picking up a ball and training with the coaches. Later transitioning to basic basketball fundamentals such as dribbling, passing, shooting and a series of games where they are able to implement their newly learned skills.
3. **Amount** of Agreement and hourly or session cost: \$18,000.00.
 - a. 24 sessions at \$750.00 a session.
4. **Funding Source** and account number:
 - a. **ARP ESSER II C/O- 2553-6399-56694-0444**
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 250
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 increase
 - b. What would an alternative contractor cost:

- i. Based off local vendors, similar services range approximately from \$800-\$1200 per session.
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - i. May, 2023 RFQ process
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. No, Hot Shots Basketball Camp has professionally trained staff who have years of experience coaching students of all ages in the fundamentals of basketball.

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. N/A
 - 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. Extended Hours
- c. School Readiness or Head Start Programs?
 - i. N/A
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
 - i. Minority
- b. Is the Contractor Local?
 - i. Yes, New Haven
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
 - i. Yes, Local
- d. Is the Contractor a public corporation?
 - i. No
- e. Is this a renewal/continuation Agreement or a new service?
 - i. No
- 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. N/A

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. Hot Shots Basketball Camp provides a safe and fun environment for youth in the New Haven community by incorporating skilled basketball coaches and academic leaders in the community to keep students safe in during the summer and preparing them for the upcoming school year.

- ii. www.hotshotbasketballcamp.com
- 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, local contractor with skillset that will help youth grow academically and on the basketball court.
- d. Who were the members of the selection committee that scored bid applications?
 - i. Arthur Edwards, Christian Tabares, Dianne Stewart, Jose Camacho, Lysie Rodriguez, Adrienne Douglas, Frankie Roman
- 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?
 - i. The contractor will provide essential programming and critical supports both academically and actively with the sport of basketball during summer break. Services will be monitored using the APT tool, which assesses the overall quality of program staff, engagements with students and families, programming, safety and interactions during the program.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - i. APT-O evaluation to be conducted and implementing for future partnership with the district.
- c. How is this service aligned to the District Continuous Improvement Plan?
 - i. The contractor provides activities that focuses on health, wellness, academics, social emotional development which promotes and supports NHPS students and family's positive choices, engagement and attendance.

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

- a. This a fiscally sound agreement based on the need of services during a critical time for students and families. The rate of \$750 a session is less than other local contractor who implement similar services. This agreement provides much needed activities and supports focused on health, wellness, social emotional development in a safe environment for students and parents.

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

- a. NHPS students will have an overwhelming amount of time to engage in other negative activities during the summer recess. NHPS students may be at their homes or involved in unsafe activities without proper supervision which may place them at risk during summer break.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(Hot Shot Basketball Camp)

FOR DEPARTMENT/PROGRAM:

(Youth, Family, and Community Engagement)

This Agreement entered into on the 16th day of May 2023, effective (no sooner than the day after Board of Education Approval), the 13th day of June, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Hot Shot Basketball Camp located at, 445 Washington Ave, West Haven, CT 06516 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$750.00 per session, for a total of 24 sessions.

The maximum amount the contractor shall be paid under this agreement: Eighteen Thousand dollars and zero cents (\$18,000.00). 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 ARP ESSER III C/O **Program** of the New Haven Board of Education, **Account Number:** 2553 -6399 -56694 **Location Code:** 0444

This agreement shall remain in effect from 07/01/2023 to 09/30/2023.

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

- Hot Shot Basketball Camp will service youth during summer session for 24 days from July 3rd to August 4th from 8:30am-5pm at Brennan Rogers School. Up to 250 students will be serviced by Hot Shot Basketball Camp during summer recess. Sessions will consist of morning educational sessions such as individual reading sessions, small reading groups, writing enhancement programs, social emotional learning conversations known as “talk topic,” and an array of guest speakers from differing professions. Enrichment activities are to be completed before picking up a ball and training with the coaches. Later transitioning to basic basketball fundamentals such as dribbling, passing, shooting and a series of games where they are able to implement their newly learned skills.

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

5-16-23
Date

Date


Contractor Printed Name & Title
Director



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.