



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT COVER SHEET

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

**Please Type**

Contractor full name: mActivity

Doing Business As, if applicable:

Business Address: 285 Nicoll Street, New Haven CT 06511

Business Phone: 203-936-9446

Business email: pablo@mactivity.com

Funding Source & Acct # including location code: ARP ESSER II Homeless Children and Youth Account # 2555- 6416- 56697- 0111

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From October 12, 2022 to June 30<sup>th</sup>, 2023

Hourly rate or per session rate or per day rate. 61 sessions at \$242.40 per session  
Total amount: \$14,786.40

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

mActivity is a community hub for one's physical, social and emotional well-being. We support individuals and community partners through our conference room and wellness services such as our fitness center memberships, personal training and wellness coaching.

mActivity will provide 1 hour sessions for a maximum of 30 participants, 6 days per week for a total of 61 group sessions. The sessions cost is \$242.40 per session. Total for the agreement is \$14,786.40

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:** September 15, 2022  
**Re:**

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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:** mActivity
2. **Description of Service:** mActivity's After School Program will provides students under McKinney Vento and at risk of homelessness with the skills and opportunities necessary to become more mindful of their health and self-sufficient in their wellness. In our after-school program, we will provide of all backgrounds and economic status programs to improve their physical, social and emotional well-being.

The program will provide opportunities for students support and services that include but not limited to access to our fitness center, personal training, nutrition, fitness classes, wellness coaching.

In addition to providing in-house resources, mActivity will develop, maintain, and deepen our relationships with other agencies for the purpose of providing a comprehensive inter-agency approach to diversion. This involves making referrals to other programs that are designed to provide support and programming to meet the short- and long-term need(s) of individuals and families

3. **Amount** of Agreement and hourly or session cost: \$14,786.40; session cost is \$242.40
4. **Funding Source** and account number: ARP ESSER II Homeless Children and Youth Account # 2555 6416 56697 0111
5. Approximate number of staff served through this program or service: n/a
6. Approximate number of students served through this program or service: approximately 30 per session.
7. **Continuation/renewal or new Agreement? New Agreement**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? New agreement

- b. What would an alternative contractor cost: N/A
- c. If this is a continuation, when was the last time alternative quotes were requested? N/A
- d. For new or continuation: is this a service existing staff could provide. If no, why not?  
No, we do not have the expertise within our department or district to provide this service.

**8. Type of Service:**

**Answer all questions:**

- a. Professional Development? N/A
  - i. 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? Yes, including Saturdays.
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe) Family Support

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? YES
- b. Is the Contractor Local? YES
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? NO
- d. Is the Contractor a public corporation? YES
- 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: 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: Contractor has experience in working with families and community on Health and Wellness as well as healthy eating programs.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? RFQ followed by an RFP
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?  
CONTRACTOR WAS SELECTED BECAUSE THEY ARE FULLY BILINGUAL AND PROVIDE ALL THE SERVICES UNDER ONE ROOF.
- d. Who were the members of the selection committee that scored bid applications?
- e. Daniel Diaz and Gemma Joseph Lumpkin
- f. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.  
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? After school support for Homeless High School Students and Health and Wellness Programs.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.  
N/A
- c. How is this service aligned to the District Continuous Improvement Plan? Healthy bodies leads to Healthy Minds. Providing families with Health and Wellness Programs is important for families experiencing homelessness. Students 16 and older do not have a place to go after school. Especially homeless student. The Health facility will provide them with a place to go after school where they can get classes and workshops in health, exercise and wellness.

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

I believe in this agreement because it will support our homeless students in exposing them to a program that they can benefit and will otherwise have no access to due to financial limitations. Health and Wellness Programs support in increasing students' performance and self-esteem.

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

High School homeless students will not have a place to go after school. This can lead to low absenteeism. When students are healthy, they attend school.



NEW HAVEN PUBLIC SCHOOLS

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

FOR DEPARTMENT/PROGRAM:

**Youth, Family and Community Engagement**

This Agreement entered into on the 11th day of October 2022, effective (*no sooner than the day after Board of Education Approval*), the 12<sup>th</sup> day of October 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, mActivity located at, 285 Nicoll Street, New Haven CT, 06511 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$242.40 per session, for 61 group sessions.

The maximum amount the contractor shall be paid under this agreement: Fourteen Thousand Seven Hundred Eighty-Six Dollars and Forty Cents (\$14,786.40). 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 II Homeless Children and Youth **Program** of the New Haven Board of Education, **Account Number:** 2555 6416 56697 **Location Code:** 0111.

This agreement shall remain in effect from October 12, 2022 to June 30, 2023.

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

mActivity's After School Program will provides students under McKinney Vento and at risk of homelessness with the skills and opportunities necessary to become more mindful of their health and self-sufficient in their wellness. The after-school program will provide students of all backgrounds and economic status programs to improve their physical, social and emotional well-being.

The program will also provide opportunities for students with support and services that include but not limited to access to our fitness center, personal training, nutrition, fitness classes, wellness coaching.

In addition to providing in-house resources, mActivity will develop, maintain, and deepen our relationships with other agencies for the purpose of providing a comprehensive inter-agency approach to diversion. This involves making referrals to other programs that are designed to provide support and programming to meet the short- and long-term need(s) of individuals and families

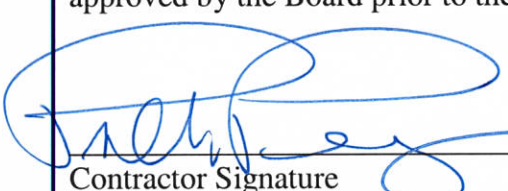
***Exhibit A: Scope of Service:*** Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

***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***. Contactors 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

9-19-22  
Date

\_\_\_\_\_  
Date

Pablo Perez co-owner  
Contractor Printed Name & Title

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.



mActivity  
285 Nicoll Street  
New Haven, CT 06511  
203-936-9446  
[www.mactivity.com](http://www.mactivity.com)

mActivity is a community hub for one's physical, social and emotional well-being. We support individuals and community partners through our conference room and wellness services such as our fitness center memberships, personal training and wellness coaching.

Central to our community mission is the dedication of mActivity's staff in providing clients with the skills and opportunities necessary to become more mindful of their health and self-sufficient in their wellness. We help individuals and their families of all backgrounds and economic status to improve their physical, social and emotional well-being.

Through our Neighborhood Assistance Program, mActivity professionals inform and provide opportunities for individuals and families to receive support and services that include but not limited to personal training, fitness classes and wellness coaching.

Budget

Line Item	Amount
mActivity will provide 1 hour sessions for maximum of 30 participants 6 days per week for a total of 61 group sessions (Oct 12, 2022 – June 30, 2023). The sessions cost is \$242.40 per session.	\$242.40 X 61
Billing in February and June	
<b>Total</b>	<b>\$14,786.40</b>

In addition to providing in-house resources, mActivity will continue to develop, maintain, and deepen our relationships with other agencies for the purpose of providing a comprehensive inter-agency approach to diversion. This involves making referrals to other programs that are designed to provide support and programming to meet the short- and long-term need(s) of individuals and families.