

# NEW HAVEN PUBLIC SCHOOLS AMENDMENT TO AGREEMENT

CONTRACTOR: Movimiento Cultural Afro Continental INC AMENDMENT #: 1

GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: 95265223

**ATTACH COPY OF FULLY EXECUTED AGREEMENT**

GRANT NAME: Title 1 C/O DATE: 05/16/23

FUNDING SOURCE FOR AGREEMENT: Title 1 C/O

ACCT # FOR AGREEMENT: 2531-5265-56694-0444

ORIGINAL AMOUNT OF AGREEMENT: \$6,975.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$6,975.00

X  ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 1,860.00

X  INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 8,835.00


**FUNDING SOURCE & ACCT # FOR AMENDMENT:**

- Title 1 C/O- 2531-5265-56694-0444 (\$6,975.00)
- Title 1- 2531-5256-56694-0444 (\$1,860.00)

**DESCRIPTION AND NEED FOR AMENDMENT:**

- This amendment will increase the number of sessions provided from (16) by an additional (4) sessions for a new total of (20) sessions. \$465 a session, 4 sessions for a total of \$1,860.00. Increasing original funding of \$6,975.00 by \$1,860.00 for a new total of \$8,835.00

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

CONTRACTOR'S SIGNATURE:  5/16/2023  
(Name) (Date)

Project Director  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President (Date)



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

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

**Please Type**

Contractor full name: Movimiento Cultural Afro Continental, INC.

Doing Business As, if applicable:

Business Address: 139 Dover Street, New Haven, CT 05413

Business Phone: 203-710-9590

Business email: MCultural15@gmail.com

Funding Source & Acct # including location code:

- Title 1 C/O: 2531-5265-56694-0444 (\$6,975.00)

Principal or Supervisor: Monica Morales

Agreement Effective Dates: From 03/14/23. To 06/09/23

Hourly rate or per session rate or per day rate.

- \$465.00 per session, 15 total sessions

Total amount: \$6,975.00

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

- Movimiento Cultural Afro Continental (MCAC) will be providing programming to up to (25) students at Fair Haven School during after-school hours. MCAC promotes and educates youth about the rich African-based heritage and folklore through Bomba, which is the oldest Puerto Rican/Caribbean dance and music style rooted in resistance and dating back to the days of slavery. Fair Haven students will have firsthand exposure to a series of traditional Bomba Music and dance workshops every Tuesday and provide further instruction during Saturday Academy when needed. The goal of MCAC programming is to develop an understanding of Bomba music in relation to history and how Afro-Puerto Rican/Caribbean music is an integral part of the culture.

Submitted by: Christian Tabares Phone: 475-220-1061



NEW HAVEN PUBLIC SCHOOLS

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

*(Movimiento Cultural Afro Continental, INC)*

FOR DEPARTMENT/PROGRAM:

*(Fair Haven School)*

This Agreement entered into on the 21 day of February 2023, effective (no sooner than the day after Board of Education Approval), the 14 day of March 2023, by and between the New Haven Board of Education (herein referred to as the "Board" and, Movimiento Cultural Afro Continental, INC located at, 139 Dover Street, New Haven, CT 05413 (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$465.00 per session, for a total of 15 sessions.

The maximum amount the contractor shall be paid under this agreement: Six Thousand, Nine Hundred and Seventy-Five Dollars (\$6,975.00). 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 Title 1 C/O Program of the New Haven Board of Education, **Account Number:** 2531-5265-56694 **Location Code:** 0444.

This agreement shall remain in effect from 03/14/2023 to 06/09/2023

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

- Movimiento Cultural Afro Continental (MCAC) will be providing programming to up to (25) students at Fair Haven School during after-school hours. MCAC promotes and educates youth about the rich African-based heritage and folklore through Bomba, which is the oldest Puerto Rican/Caribbean dance and music style rooted in resistance and dating back to the days of slavery. Fair Haven students will have firsthand exposure to a series of traditional Bomba Music and dance workshops every Tuesday and provide further instruction during Saturday Academy when needed. The goal of MCAC programming is to develop an understanding of Bomba music in relation to history and how Afro-Puerto Rican/Caribbean music is an integral part of the culture.

**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

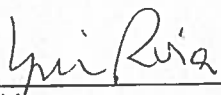
**Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G** – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

**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

2/14/2023  
\_\_\_\_\_  
Date

3/14/2023  
\_\_\_\_\_  
Date

Kevin Diaz, MCAC, Inc., Project Director  
\_\_\_\_\_  
Contractor Printed Name & Title



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



Movimiento Cultural Afro Continental, Inc.  
 # 139 Dover Street, New Haven, CT. 06513  
 C. (203) 710-9590 Email: [mcultural15@gmail.com](mailto:mcultural15@gmail.com)  
 MovimientoCulturalCT.Org

**BILL TO:**

**INVOICE: DATE:**

2023

2/14/2023

Attn: Christian Tabares  
 Coordinator of After School and Community Partnerships  
 Office of Youth, Family and Community Engagement  
 54 Meadow Street, New Haven, CT. 06519  
 Via Email: [Christian.Tabares@new-haven.k12.ct.us](mailto:Christian.Tabares@new-haven.k12.ct.us)  
 T. (475)220-1061

DESCRIPTION	QTY	UNIT PRICE	TOTAL
<p>Movimiento Cultural Afro Continental (MCAC), Inc.            Will provide to the Fair Haven Middle School a series of traditional Bomba music and dance workshops as follow:</p> <p>Total of fifteen (15) workshops at once per week. eeks at one per week. with hands-on Lessons on the basic Afro-Puerto Rican/Caribbean Bomba, music, dance, and history.</p> <p><b>Location:</b> Fair Haven Middle School  <b>Starting Date:</b> TBA/February or March 2023  <b>Duration per session:</b> 60 to 90 minutes max.  <b>Number of participants:</b> 10 to 25 students.  <b>Dates and Times:</b> TBA, pending schools' calendar.</p> <p><i>The Afro-Puerto Rican/Caribbean Bomba is the oldest Puerto Rican dance and music style rooted in resistance and dating back to the days of slavery.</i></p> <p><b>Objectives:</b>  <i>Understanding Bomba music in relation to history and culture: By viewing performance by master artists, participants will truly understand how the Afro-Puerto Rican/Caribbean music is an integral part of the culture, passed from one generation to the next.</i></p> <p>Make check payable to:  <b>Movimiento Cultural Afro Continental, Inc.</b></p> <p><i>Thank you for your support!</i></p>	15	\$465.00 per session	\$6,975.00
<b>Total due upon delivery of services</b>			<b>\$6.975.00</b>



# **LEARNING AFRO-PUERTO RICAN & CARIBBEAN BOMBA MUSIC & DANCE**

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**BY  
MOVIMIENTO CULTURAL AFRO-CONTINENTAL, INC.**

Kevin Diaz  
Project Director & Founder  
#139 Dover Street, New Haven, CT. 06513  
M. 203-710-9590  
E. [MCultural15@Gmail.com](mailto:MCultural15@Gmail.com)  
[MovimientoCulturalCT.Org](http://MovimientoCulturalCT.Org)





February 10, 2023

Attn: Ms. Viviana Conner  
Assistant Superintendent  
New Haven Board of Education  
Gateway Center  
54 Meadow Street  
New Haven, CT. 06519

*Subject: Teaching the Art of Bomba Music, Dance & Storytelling  
An After School Culturally Relevant Student & Family Program*

Dear Ms. Conner:

Movimiento Cultural Afro-Continental (MCAC), Inc., is a 501c3, not for profit cultural and educational organization based in the Fair Haven neighborhood of New Haven. Since our legal incorporation in 2015, our mission has been to promote and educate Connecticut about the rich African based heritage and folklore through Bomba, which is the oldest Puerto Rican/Caribbean dance and music style rooted in resistance and dating back to the days of slavery.

During the Covid-19 pandemic and mandatory shutdowns, MCAC, Inc. played a key role in providing virtual educational presentations to schools including New Haven's Hope and Healing Day celebration for the past three years.

In 2019 and 2020, MCAC, Inc. presence earned one of the Top Artists Moments, by the Arts Paper of the Greater New Haven Arts Council, for its role in elevating Bomba during social-justice rallies and immigrants rights. In 2021, MCAC was featured by NBC and Telemundo Connecticut, in their acclaimed series, Connecticut in Color. This year MCAC, Inc. earned the distinguish 2022 Arts Hero Awards, giving by the State of Connecticut Office of the Arts. As recent as last month, MCAC was interviewed by Fox61 News Connecticut, on their show called, Connecticut Creative Futures, for our role in "Honoring African heritage found in Puerto Rican culture". In addition, MCAC has received numerous citations, awards and proclamations by local, State and U.S. Congress officials for preserving and promoting Afro-Puerto Rican/Caribbean heritage.

MCAC, Inc. curriculum and workshop lessons are designed to address the core values described in the New Haven Public School Strategic Plan for 2020-2024.



## PROJECT OVERVIEW

MCAC, Inc., proposal is to provide free after school community workshops in one or more schools in Fair Haven. Based on our previous experience it will take anywhere between ten to fifteen consecutive weeks to build the participants skill, confidence, and readiness for public performance. Each session will run for approximately an hour to an hour and a half, but adjustments can be made depending on the school's itinerary. Our curriculum will cover topics such as, history behind Bomba, percussion techniques, dance movements and protocol, as well as storytelling through songs.

MCAC, Inc., will conduct each session with experienced artists. MCAC's group leaders are highly respected cultural workers who have engaged in this art form for decades. Our sessions are designed to build upon the previous lesson learned with a focus in developing each individual artistic style. The end goal is to prepare participants for public presentations that they will showcase during community events.

U.S. Senator Christopher S. Murphy recently wrote: "This process and expression through the arts enriches the minds and lives of everyone, revealing our shared humanity through the creative process". *Certificate of Accomplishment, Presented to Kevin Diaz, January 18, 2023.*

## SCOPE OF WORK

The cost to conducting the workshops ranges from \$395 to \$465 per session. This includes; artists stipend, printing materials, hand-crafted traditional instruments, and typical costumes. All of the funds will directly apply to operating these workshops.

## GOALS & OBJECTIVES

Input	Activities	Outputs & Outcomes
After School Workshops: Length: 10 to 15 weeks. Participants: Students, Youth at Risk and families from New Haven.	Typical 1.0 to 1.5 hr. per week. Lessons: basic Bomba, percussion, dance, and songs - call and response style, plus historical background connecting us to this genre.	✓ Engaged in creative artistic process, Future career development. ✓ Strengthen neighborhood as per cultural equity plan. ✓ Share our humanity and experience through a participating creative process.

Please allow me to follow up with a telephone call to your office within a week or two to answer any questions or to further discuss this proposal. Meanwhile, I can be reached at my Mobil number (203) 710-9590.

Respectfully,

*Kevin Diaz*

Project Director & Founder  
Movimiento Cultural Afro Continental, Inc.