



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: City of New Haven; Youth Services and Recreation
Department (YSR)

Doing Business As, if applicable:

Business Address: 720 Edgewood Ave, New Haven CT 06515

Business Phone: (203) 946-8027

Business email: FShashinka@newhavenct.gov

SS# OR Tax ID #:

Funding Source & Acct.

21st Century Afterschool Grant #2579-6325-56694-0032 (**Wexler/\$19,933.00**)

State Afterschool Grant 2579-6205-56697-0008 (**Martinez/\$3,960**).

Principal or Supervisor: Gemma Joseph-Lumpkin

Agreement Effective Dates: From October 12, 2020 To June 30, 2021

Hourly rate or Per session rate or Per day rate:

Wexler - 173.33 per day x 115 days. Total amount: (**\$19,933.00**)

Martinez - **\$15.00 per hour** for a 2-hour shift, per lifeguard, for up to a maximum of \$120.00 per 2-hour session, 2x per week for a total of 33 sessions (**\$3,960.00**).

Description of Service: Please provide a one or two sentence description of the service. YSR will deliver programming four days per week (Monday through Thursday), remotely and/or at Wexler, to an estimated 50 Wexler Grant students in grades K-8. The Parks department will also provide four lifeguards to staff the pool at John Martinez School in support of the 21st Century Afterschool program. The lifeguards will be present during program hours, 3pm- 5pm on Mondays and Fridays when school is in full session for a total of 37 sessions.

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: September 22, 2020
Re: Youth Services and Recreation Department

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:** City of New Haven/Youth Services and Recreation Department (YSR)
2. **Description of Service:** YSR will provide programming four days per week (Monday through Thursday) to an estimated 50 Wexler Grant students in grades K-8. The Parks department will also provide four lifeguards to staff the pool at John Martinez School
3. **Amount of Agreement and hourly or session cost:** \$23,893.00
Wexler - 173.33 per day x 115 days. Total amount: (\$19,933.00)
Martinez - **\$15.00 per hour** for a 2-hour shift, per lifeguard, for up to a maximum of \$120.00 per 2-hour session, 2x per week for a total of 33 sessions (**\$3,960.00**).
4. **Funding Source** and account number:
21 Century Afterschool Grant #2579-6325-56694-0032 (Wexler/\$19,933.00)
State Afterschool Grant 2579-6205-56697-0008 (Martinez/\$3,960).
5. **Continuation/renewal or new Agreement?** Continuation
Answer all questions:
 - a. If continuation/renewal, has the cost increased? No
 - b. What would an alternative contractor cost: An alternative contractor would cost between \$500.00 and \$850.00 per session per hour.
 - c. If this is a continuation, when was the last time alternative quotes were requested? The YSR Department was selected by the schools as a lead partner for the 21st Century and State Afterschool Grants programs. The YFCE Department solicits services from community partners through a competitive RFQ process..
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? No, The YSR Department focuses in providing programming to youth and facilitating specialized programs such as swimming.

6. Type of Service:

Answer all questions:

- a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? No
- b. After School or Extended Hours Program? Afterschool
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Yes
- d. Is the Contractor a public corporation? Yes
- e. Is this a renewal/continuation Agreement or a new service? Continuation
- f. If it is a renewal/continuation has cost increased? No If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? No If yes, please explain: no

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. The contractor has extensive and successful background in providing support for students and families throughout the New Haven community. YSR provides trained staff to facilitate activities and Life Guards supervise the swimming activity at Martinez.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? YRS services were requested by the Martinez and Wexler School leadership teams during the grant application process.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: This contractor was identified as a primary partner by the leadership at Wexler and Martinez Schools. The YSR program have successfully collaborated with NHPS and provided enrichment programming at Wexler and Martinez Schools prior to the awarding of the grants.

9. 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? The contractor provides enrichment programming and homework support, which are the bases of afterschool programming. YSR staff will facilitate fun activities and activities which help students feel connected, heard and involved in community building. The services will be monitored using the APT tool, which assess the overall quality of the programs staffing, staffs engagement with students and families, collaboration with NHPS staff, transitioning of students and activities offered. The evaluation team consist of the

Building Leader with a team, which may consist of other NHPS staff, parents and community members. APT raters observe and score staff interactions (manner, affect, and tone of voice) with youth and families. The observers rate areas such as:

- Are staffs greeting students and families
- Transitioning of students
- Does the space provide appropriate room for all youth and staff,
- The ability of staffs to communication with youth and/or their families in their language(s).
- The support staff provide in assisting youth with organizing and preparing themselves to do their homework.
- staffs adjustments and accommodations for students based on their experiences and needs and that
- Staffs use of simple reminders and redirection to support positive behaviors.
- Dismissal process

The information gathered from the observation is used to create a plan of action to improve in areas and identify the successful modules of the program.

- 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?
Participants engage in high-quality programming in which they feel physically and emotionally safe while receiving support and recognition from staff. The activities create opportunities to engage in writing, math, science and other traditional school based courses as well as activities which build community cohesiveness. The program stimulates enthusiasm for learning and provides incentives for them to attend school.

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

The program is able to effectively assist and support the after school program at Martinez and Wexler Schools. Approximately 100 students will be engaged in enrichment activities which will promote exercise, a positive development, team-work, and community engagement projects.

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

This community partner agreement stems from a federal requirement that 21st Century and State After School Grant Applicants include community organizations as partners. The agreement ensures New Haven Public School application meets specified federal standards. The program promotes and stimulates participants to engage in an array of enrichment activities. After school enrichment programs such as this are considered essential services under the 21st Century and State After School Grants. This agreement will help fulfill our obligation to engage with viable community partners and provide additional opportunities for NHPS students to engage in safe and positive activities.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

City of New Haven Youth and Recreation Department

FOR DEPARTMENT/PROGRAM:

Youth, Family, and Community Engagement Department

This Agreement entered into on the 12th day of October, 2020, effective (no sooner than the day after Board of Education Approval), the 12th day of October, 2020, by and between the New Haven Board of Education (herein referred to as the “Board”) and, City of New Haven Youth and Recreation Department located at, 720 Edgewood Ave, New Haven CT 06515 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of 173.33 per day x 115 days (\$19,933.00) for services at Wexler School and \$15.00 per hour for a 2-hour shift, per lifeguard, for up to a maximum of \$120.00 per 2-hour session, 2x per week for a total of 33 sessions (\$3,960.00). Total amount: \$23,893.00

The maximum amount the contractor shall be paid under this agreement: twenty-three thousand eight hundred ninety-three dollars and no cents (\$23,893.00) Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, attendance and date of service.

Fiscal support for this Agreement shall be by 21st Century Program and the State After School Program of the New Haven Board of Education,
Account Numbers:

21 Century After School Grant #2579-6325-56694-0032 (\$19,933.00-Wexler)

State After School Grant 2579-6205-56697-0008 (\$3,960.00-Martinez)

This agreement shall remain in effect from October 12, 2020, to June 30, 2021.

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

The New Haven Department of Parks, Recreation and Trees will deliver remote, hybrid and/or programming four days per week (Monday through Thursday), remotely or at Wexler, to an estimated 50 Wexler Grant students in grades K-8. The Parks department will also provide four

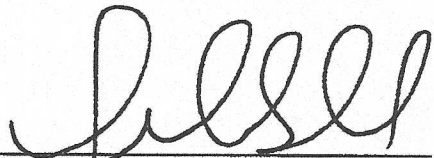
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

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.



Contractor Signature
Youth And Recreation Dept

9/23/20

Date

President
New Haven Board of Education

Date

Felicia C Shashinka

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.