



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT COVER SHEET

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

### Please Type

Contractor full name: Upon This Rock Ministries

Doing Business As, if applicable:

Business Address: 882-884 Grand Avenue, New Haven, CT 06511

Business Phone: (203) 387-1215

Business email: UTRMACADEMY@GMAIL.COM

Funding Source & Acct.#: Extended School Hours Grant: 2579-5326-56694-0000  
(Central Office); 143 days – 3 hrs. each day, total cost (\$42,900)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 12/13/2022. To 06/30/2023.

Per session rate: \$300 per session (\$12.00 per student/each session; each session consist of 3 hours, 136 days x \$300 (\$40,800) 7 Saturday sessions (1 per month x \$300; \$2,100; Dec. 2022– June 2023)

**Total amount: \$42,900**

Description of Service: The “Upon The Rock Ministries” extended hours program is run Monday-Friday every month for before and after care where students are provided homework help/tutoring, health and wellness education and healthy snacks, arts and crafts, dance, outdoor activities and field trips. One Saturday a month they will offer a “Saturday Academy” Program which will run from 11am-2pm engaging NHPS students a continuation of tutoring and social emotional supports . The students will learn life skills which help them understand, express and manage emotions and to develop meaningful relationships with others. The program will serve up to 25 NHPS students for our Monday-Friday program and up to 60 Kids enrolled in the Saturday 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:** November 22, 2022  
**Re:** Upon This Rock Ministries Agreement

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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:** Upon This Rock Ministries
2. **Description of Service:** The “Upon This Rock Ministries” extended hours program is run Monday-Friday every month for before and after care where students are provided homework help/tutoring, health and wellness education and healthy snacks, outdoor activities and field trips. One Saturday a month our “Saturday Academy” Program runs from 11am-4pm engaging NHPS students a continuation of tutoring and social emotional supports. The children learn life skills which help them understand, express and manage emotions and to develop meaningful relationships with others.
3. **Amount of Agreement and hourly or session cost:** \$300 per day x 143 days (\$12.00 per student/ per day).  
Total amount: **\$42,900**
4. **Funding Source** and account number:  
Extended School Hours Grant - Acct # 2579-5326-56694-0000 (Central Office)
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 60
7. **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: \$375- \$600 per day for similar programming. Based on local vendors, providing like services, the cost would range from approximately \$15 – 24 per day/ per student for a comparable program.
  - 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, Upon the Rock program offers specialized enrichment activities in areas such as arts and crafts, homework support, and other enrichment activities which are offered outside of traditional school hours.

**8. 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? If no, why not? N/A
- b. After School or Extended Hours Program? After School and Extended School Hours
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

**9. Contractor Classification:**

**Answer all questions:**

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

**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:**

**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 "Upon This Rock" program is facilitated by staff with experience facilitating afterschool programming. The program provides NHPS student afterschool and weekend programming in a safe and productive space. The program provides opportunities for students to participate in enrichment activities which allow them to express themselves and expand their experiences by attending fun and dynamic field trips.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? RFQ process
- c. Is the contractor the lowest bidder? Yes. Why was this contractor selected? The Upon This Rock Ministries organization was selected as a community partner for the ESSER Grant program during the prior school year (2021-22). The organization submitted a YFCE proposal memo and Request for Qualifications packet for the current year, 2022-2023, which met the qualifications to serve as an NHPS partnering agency.
- d. Who were the members of the selection committee that scored bid applications?
  - i. Arthur Edwards, Christian Tabares, Lysie Rodriguez, Dianne Stewart, Jose Camacho, Darrell Brown.
- 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.

## 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? The contractor provides quality academic support and enrichment programming such as dance, arts and crafts and other activities which are the bases of afterschool programming. The program 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.
- 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?  
The program offers activities which engage all students in purposeful, supportive and meaningful learning experiences that coherently support and challenge students to improve in academics and engage in positive enrichment activities..

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

This agreement provides a great benefit for NHPS students and families from a community partner at a reasonable cost. The cost associated with the program are in line with contractors providing similar services inclusive of literacy and enrichment activities such as dancing, arts and crafts, and field trips.

## 13. What are the implications of not approving this Agreement? Students may not be able to attend an extended school hours program which supports them and provides a safe and nurturing environment. Students will lack the academic assistance, which is provided on a daily basis, and the lack of enrichment activities may negatively affect students overall educational and enrichment experience.



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**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**  
**Upon This Rock Ministries**

FOR DEPARTMENT/PROGRAM:

**Youth Family and Community Engagement**

This Agreement entered into on the 12th day of December 2022, effective (no sooner than the day after Board of Education Approval), the 13th day of December, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and the **Upon This Rock Ministries** located at, 882-884 Grand Avenue, 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 \$300 per day x 143 sessions; 3 hrs.each, for a total of \$42,900

The maximum amount the contractor shall be paid under this agreement: forty-two thousand, nine hundred dollars and no cents (\$42,900). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, attendance sheets, and dates of service.

Fiscal support for this Agreement shall be by the Extended School Hours Program of the New Haven Board of Education, Account Numbers: 2579-5326-56694 Location Code: 0000 (Central Office)

This agreement shall remain in effect from 12/13/2022 to 06/30/2023

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

The Upon This Rock staff will provide extended school hours programming at the Upon This Rock Church. The program will run for 100 days, 94 days Monday – Friday and 1 Saturday per month for 7 months (Dec. 2022 – June 2023). The program will engage students in activities such as dance, arts and crafts and support literacy. The enrichment activities are designed to help students improve in core subjects. Instructors, Instructional pamphlets transportation and supplies are included in the cost.

**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

**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

Nov 22, 2022  
Date

\_\_\_\_\_  
Date

Valere Washington Pastor  
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.







882-884 GRAND AVENUE, NEW HAVEN, CT 06511

203 387-1215, FAX 203 387-0372

EMAIL: [UTRMACADEMY@GMAIL.COM](mailto:UTRMACADEMY@GMAIL.COM)

PASTOR VALERIE WASHINGTON

Director: Robin Burke Admin: Rosa Mccoter

## Impacting Our Youth Enrichment Program

Upon This Rock Ministries is a faith based organization, our after school program is run Monday-Friday every month for before and after care where we provide tutoring, dance, arts and crafts, health and wellness education and healthy snacks, outdoor activities and field trips. The Upon This Rock staff will provide after school and weekend programming at the Upon This Rock Church. The program will run for 136 days, 143 days Monday – Friday and 1 Saturday per month for 7 months (Dec. 2022– June 2023). One Saturday a month our “Saturday Academy” Program runs from 11am-3pm. We teach the children life skills and help them understand,

express and manage emotions and to develop meaningful relationships with others. Lunch is provided.

We will serve up to 25 NHPS children for our Monday-Friday after school program and up to 60 Kids for our Saturday Academy which is offered one Saturday each month. The enrichment and academic support activities are designed to help students improve in core subjects. Instructors, Instructional pamphlets transportation and supplies are included in the cost.

Per day rate : \$300 per session (\$12.00 per student/each day; each day consists of 3 hours, 136 days (\$40,800)

7 saturday sessions (1 per month x \$300) (\$2,100)

Dec 2022-June 2023



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Dec 2022-June 2023