



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.# including location code:

- Title 1 C/O: 2531-5265-56694-0444

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 07/01/23 To 09/30/2023.

Per session rate: \$300 per session, 58 sessions, 35 students in total, \$600 per session for (3) Saturday academy session

**Total amount: \$19,200.00**

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

- Upon this Rock Ministries summer program runs Monday-Friday from July 3, 2023 – September 22, 2023 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. Saturday Academy programming will be held once a month from 11am-2pm which will be engaging NHPS students in 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 35 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:** 06/05/23

**Re:** Upon This Rock Ministries Agreement

---

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:** Upon this Rock Ministries summer program runs Monday-Friday from July 3, 2023 – September 22, 2023 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. Saturday Academy programming will be held once a month from 11am-2pm which will be engaging NHPS students in 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 35 NHPS students for our Monday-Friday program and up to 60 Kids enrolled in the Saturday sessions.
3. **Amount** of Agreement and hourly or session cost: \$19,200.00
  - a. \$300 per session, 58 sessions, 35 students in total, \$600 per session for (3) Saturday academy session
4. **Funding Source** and account number:
  - a. Title 1 C/O: 2531-5265-56694-0444
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 95(35/60)
7. **Continuation/renewal or new Agreement?** Continuation  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased?
    - i. No
  - b. What would an alternative contractor cost?
    - i. Alternative programs would range from \$100- \$300 per week per student.
  - c. If this is a continuation, when was the last time alternative quotes were requested?
    - i. N/A
  - d. For new or continuation: is this a service existing staff could provide. If no, why not?

- i. 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?
  - i. No
  - ii. 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?
  - i. Extended School Hours
- c. School Readiness or Head Start Programs?
  - i. No
- d. Other: (Please describe)

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business?
  - i. Yes
- b. Is the Contractor Local?
  - i. Yes, based in New Haven CT
- 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. New service
- f. If it is a renewal/continuation has cost increased? No If yes, by how much?
  - i. N/A
- g. Will the output of this Agreement contribute to building internal capabilities? 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.
  - i. The "Upon This Rock" program is facilitated by staff with experience facilitating extended school hours programming. The program provides NHPS student daily 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 programming activities.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?
  - i. 2023 RFQ process
- c. Is the contractor the lowest bidder? Why was this contractor selected?

- i. Yes, Upon This Rock Ministries organization was selected as a community partner during after school programming during the prior school year (2022-23). The organization submitted a YFCE proposal memo and Request for Qualifications packet for the current year, which met the qualifications to serve as an NHPS partnering agency. Also, the partner demonstrated effective programming during the school year that actively engaged our youth.
- d. Who were the members of the selection committee that scored bid applications?
  - i. Christian Tabares, Arthur Edwards, Lysie Rodriguez, Frankie Roman, Dianne Stewart, Adrienne Douglas, Jose Camacho
- 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?
  - i. 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, staff's 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.
  - i. Summer evaluations to be completed and utilized for future partnerships with the contractor.
- c. How is this service aligned to the District Continuous Improvement Plan?
  - i. 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?

- a. 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?

- a. Students may not be able to participate in summer programming 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.



NEW HAVEN PUBLIC SCHOOLS

**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 6<sup>th</sup> day of June 2023, effective (*no sooner than the day after Board of Education Approval*), the 1<sup>st</sup> day of July, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, **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 sessions, for a total of 58 sessions, and \$600 per Saturday session for a total of 3 sessions

The maximum amount the contractor shall be paid under this agreement: Nineteen Thousand, Two Hundred dollars and no cents (\$19,200). 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 Grant: **Program** of the New Haven Board of Education, **Account Number:** 2531-5265-56694 **Location Code:** 0444

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

- Upon this Rock Ministries summer program runs Monday-Friday from July 3, 2023 – September 22, 2023 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. Saturday Academy programming will be held once a month from 11am-2pm which will be engaging NHPS students in 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 35 NHPS students for our Monday-Friday program and up to 60 Kids enrolled in the Saturday sessions.

**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.

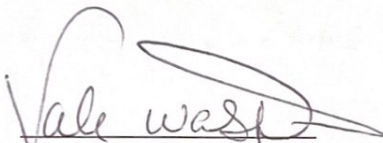
**Exhibit B: Student Data and Privacy Agreement:** Attached

**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.

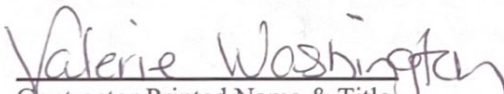
**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through 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

6/6/23  
Date

\_\_\_\_\_  
Date

  
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.





The Upon This Rock staff will provide summer programming for 12 weeks Mon-Friday 6:30am-3:30pm for 41 days. July-August. We are also providing 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 6 months (Jan. 2023 – 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.

We will serve up to 35 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, 58 days (\$17,400)

3 Summer Saturday academy sessions (1 per month x \$600) (\$1800)

July 2023-Sept. 2023.

Our Employee background check goes through the OEC website process. Employees must sign up to have a background check and fingerprint done.

Our summer program for 2023 had a success rate of 100%. We tracked this by the amount of students we had that came in which was 40 students, they all were able to attend camp for free based on a grant we received from the UnitedWay. This afforded parents from low to no income households to participate. Our students did academics every morning for the first part of camp, we did one on one reading as well as working together in a group setting. They learned how to count money and to read a clock with their hands. Most students struggled in the beginning so we kept a folder for each student to put their work in and over time as they progressed we were able to measure their success by the worksheets they did. The end of the summer we sent home each folder of work, arts and crafts with parents so they were able to see the skills their child used and learned. We received students that signed up for our before and after care program based on the experience their parents had with us in the summer. This allowed us access to continue to work with students during the school year, and we have received many letters from parents and teachers to acknowledge the improvement they are seeing. We pride ourselves on making sure each child is challenged and a goal is met.