



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Alliance Children's Theatre (ACT)

Doing Business As, if applicable: N/A

Business Address: 43 Beers Street, New Haven CT. 06511

Business Phone: (203) 435-4651

Business email: a.c.t.withus1978@gmail.com

SS# OR Tax ID #: on file

Funding Source & Acct # including location code: State After School Grant (Fair Haven School): 2579-6205-56697-0016

Principal or Supervisor: Gemma J. Lumpkin

Agreement Effective Dates: From: 1/11/2021. To 06/30/2021

Hourly rate or per session rate or per day rate. \$250.00 per 2.25 hr. session x 24
Total amount: **\$6,000.00**

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

Alliance Children's Theatre (ACT) is a regional program for children ages 7 -18 in a culturally diverse setting, producing plays by and for young people.

Submitted by: Gemma J. Lumpkin Phone: (475) 220-1060



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gemma J. Lunmpkin
Date: November 22, 2020
Re: Alliance Children's Theatre (ACT)

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:** Alliance Children's Theatre (ACT)
2. **Description of Service:**

The Alliance Children Theatre program will provide programming at Fair Haven School which will engage all students in purposeful, supportive and meaningful learning experiences that coherently support and challenge students to improve in academics and engage in positive social-emotional development activities
3. **Amount of Agreement and hourly or session cost:**

\$250.00 per 2.25 hour session, for a total of 24 sessions (\$6,000.00)
4. **Funding Source** and account number:

State After School Grant (Fair Haven School): 2579-6205-56697-0016
5. **Continuation/renewal or new Agreement? Continual**

Answer all questions:

 - a. **If continuation/renewal, has the cost increased?** No If yes, by how much?
 - b. **What would an alternative contractor cost:** An alternative contractor would cost between \$200.00 and \$350.00 per session per hour.
 - c. If this is a continuation, when was the last time alternative quotes were requested?

Alliance Theatre submitted a Request for Qualifications (RFQ) through the Youth, Community and Family Engagement Departments annual request for proposals and the program was requested by the Fair Haven School leadership team during the grant application process.
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?

No, enrichment programs such as ACT are considered essential services under the State Afterschool Grant, and we are required to partner with community agencies.

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? Yes
- 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?
- 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:

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? Alliance Theatre provides additional opportunities for NHPS students to engage in activities which promote expression through theatre.
If a new contractor, please attach a copy of the contractor's resume.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? RFP/RFQ
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Alliance Theatre submitted a Request for Qualifications (RFQ) through the Youth, Family, and Community Engagement Departments annual request for proposals. The Alliance program was requested by the Fair Haven School leadership team, as a lead partner, during the grant application process.

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? ACT will provide workshops emphasizing self-awareness, cultural competencies, collaboration and positive expression of emotions.
- 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?
Theatre activities engage all students in purposeful, supportive and meaningful learning experiences that coherently support positive expression.

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

This agreement represents tremendous value for the district. Alliance Children Theatre has agreed to provide a variety of classes and workshops for a reasonable cost. Furthermore, Alliance Children Theatre has a history of providing outstanding services to students in the New Haven Public Schools and greater New Haven community.

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

This community partner agreement stems from a federal requirement that State Afterschool 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 hands-on activities. After school enrichment programs such as this are considered essential services under the State Afterschool Grant, and we are required to partner with community agencies. This agreement will help fulfill our obligation to engage with viable community partners and provide additional opportunities for NHPS students to engage in enrichment activities.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Alliance Children's Theatre

FOR DEPARTMENT/PROGRAM:

Youth, Community and Family Engagement

This Agreement entered into on the 11th day of January 2021, effective (*start date no sooner than the day after Board of Education Approval*), on the 12th day of January, 2021, by and between the New Haven Board of Education (herein referred to as the "Board" and, Alliance Children's Theatre located at: 43 Beers 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 \$250.00 per 2.25 hour session, for a total of 24 sessions.

The maximum amount the contractor shall be paid under this agreement: *six thousand dollars and no cents* (\$6,000). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, attendance and date(s) of service.

Fiscal support for this Agreement shall be by **State After School Grant Program** of the New Haven Board of Education, **Account Number: 2579-6205-56697 Location Code:0016 (Fair Haven -\$6,000.00)**

This agreement shall remain in effect from January 12, 2021 to June 30, 2021

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

The Alliance Children Theatre program will provide programming at Fair Haven School which will engage all students in purposeful, supportive and meaningful learning experiences that coherently support and challenge students to improve in academics and engage in positive social-emotional development activities. The ACT program is an innovative engaging, hands-on, activity. Inclusive of cost are the curriculum, instructors, and all consumable & durable materials.

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

President
New Haven Board of Education

September 22, 2020
Date

Date

Ellen P. Maust
Chairperson/Youth Director
Alliance Children's Theatre, Inc.
Contractor Printed Name & Title

Revised: 11/27/19



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

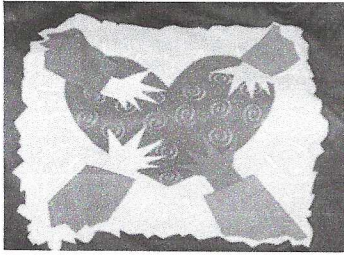
For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

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.



Alliance Children's Theatre, Inc.

43 Beers Street New Haven, Ct 06511 (203)435-4651

December 8, 2020

Scope of Service

New Haven Public Schools Youth, Community and Family Engagement

Description of work to be performed:

Afterschool theater program for Fair Haven School students and other New Haven Public School students. Program will promote leadership development, social emotional learning, academic skills, collaboration, communication and language acquisition. Workshops will be held in theatre concepts and skills including, but not limited to, dramatic reading, improvisation, expression, speech and diction, body mechanics, dance, singing, staging, costume and set design. The program will culminate in (digital or live) performances will be held.

Number of sessions: a minimum of 24 sessions

Number of students per session: not to exceed 50 students

Cost per session: \$225.00

Total cost: not to exceed \$6,000.00

All expenses including scripts, royalties, costumes, sets, employee salaries and high school student stipends will be included in the budget for the program.