

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: ARTE

AMENDMENT #: 2

GRANT # if applicable:

AGREEMENT #: 96354100

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: 21st Century Grants DATE: August 19, 2021

FUNDING SOURCE FOR AGREEMENT: 21st Century Grants

ACCT # FOR AGREEMENT:

21st CCLC Grant 2579- 6354-56694-0000/carryover, 70 activities x \$600 (Central Office-\$42,000)

ORIGINAL AMOUNT OF AGREEMENT: \$42,000

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$48,000.00

ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$0

___ INCREASE OR ___ DECREASE NO CHANGE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$48,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT:

21st CCLC Grant 2579- 6365-56694-0000/carryover, 70 activities x \$600 (Central Office-\$42,000)

Extended School Hours Grant 2579-5326-56694-0000, 20 sessions x \$300.00 per session (Central Office-\$6,000)

DESCRIPTION AND NEED FOR AMENDMENT: The amendment is needed to change the account from which the 70 activities will be funded from. The original account 2579-6354-56694-0000 will be replaced by account # 2579-6365-56694-0000. The funding will not change and will remain at \$42,000 (70 activities x \$600).

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

CONTRACTOR'S SIGNATURE: _____



(Name)

Executive Director

(Title)

August 19, 2021

(Date)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: ARTE

AMENDMENT #: 1

GRANT # if applicable:

AGREEMENT #: 96354100

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: 21st Century Grants DATE: June 9, 2021

FUNDING SOURCE FOR AGREEMENT: 21st Century Grants

ACCT # FOR AGREEMENT:

21st CCLC Grant 2579- 6354-56694-0000/carryover, 70 activities x \$600 (Central Office-\$42,000)

ORIGINAL AMOUNT OF AGREEMENT: \$42,000

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$42,000.00

ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$6,000.00

INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$48,000.00


FUNDING SOURCE & ACCT # FOR AMENDMENT:

21st CCLC Grant 2579- 6354-56694-0000/carryover, 70 activities x \$600 (Central Office-\$42,000)

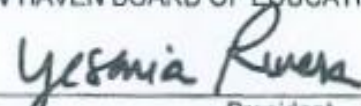
Extended School Hours Grant 2579-5326-56694-0000, 20 sessions x \$300.00 per session (Central Office-\$6,000)

DESCRIPTION AND NEED FOR AMENDMENT: ARTE will provide theater and music production sessions for the Moana summer camp culminating with the stage production of the play "Moana" at Nathan Hale School. This will increase the funding from \$42,000 (70 activities x \$600) by \$6,000 (for 20 additional theatre sessions/\$300 per session) to a total cost of \$48,000

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

CONTRACTOR'S SIGNATURE: 
(Name)
Executive Director
(Title)

June 9, 2021
(Date)

NEW HAVEN BOARD OF EDUCATION:

President

29 June 2021
(Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: ARTE Inc.

AGREEMENT NO. 96354100

Doing Business As, if applicable: N/A

Business Address: 26 Atwater Street, New Haven CT, 06513

Business Phone: 203-469-4536

Business email: arteinc@comcast.net

SS# OR Tax ID #: 54-2138181

Funding Source & Acct. #

21st Century # 2579-6354-56694-0000 Carryover –Central Office (\$42,000)

Principal or Supervisor: Gemma J- Lumpkin

Agreement Effective Dates: From 07/01/2021. To 09/30/2021.

Hourly rate or per session rate or per day rate. \$600 per activity x 70

Total amount: \$42,000

Description of Service: Please provide a one or two sentence description of the service. ARTE Inc. will provide students and families' opportunities to participate in fun activities this summer, especially outdoors. We have developed a well-rounded roster of fun summer activities such as arts and crafts, family walks and bike rides, fishing and other health and wellness activities.

Submitted by Gemma J- Lumpkin

Phone: (475) 220-1061



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

ARTE Inc. AGREEMENT NO. 96354100

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement

This Agreement entered into on the 14th day of June 2021, effective (*no sooner than the day after Board of Education Approval*), the 1st day of July, 2021, by and between the New Haven Board of Education (herein referred to as the "Board" and, ARTE Inc. located at, located at, 26 Atwater Street, New Haven CT, 06513 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$600.00 per session, for a total of 70 sessions.

The maximum amount the contractor shall be paid under this agreement: forty-two thousand dollars and no cents (\$42,000). 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 21st Century **Program** of the New Haven Board of Education, **Account Number** 2579-6354-56694 **Carryover Location Code:** 0000

This agreement shall remain in effect from July 1, 2021 to September 30, 2021.

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

ARTE will provide Summer of Fun '21 programs at various 21st Century sites and other areas in the City of New Haven. Activities will be offered weekly and provide activities such as arts, music, walking dance and other engaging activities. The activities will be able to accommodate approximately 1,200 participants and will occur from July 1, 2021 – August 20, 2021.

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' 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

6/3/2021

Date

David Greco / Director

Contractor Printed Name & Title



President
New Haven Board of Education

14 June 2021

Date



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



26 Atwater St. New Haven, CT 06513 203-804-9175 www.arte-inc.com

ARTE Inc. Scope of Services for the Summer of Fun '21 Programming

ARTE will provide Summer of Fun '21 programs at various 21st Century sites and other areas in the City of New Haven. Activities will be offered weekly and provide activities such as arts, music, walking tours, singing, kite making, book readings and other engaging activities. The activities will be able to accommodate approximately 1,800 participants and will occur from July 1, 2021 – August 20, 2021.

ARTE's scope of services will include the following:

- Develop and execute Summer of Fun '21 programs and events mainly outdoors
- Include Virtual programs for families who need/desire.
- Coordinate all logistics.
- Utilize 21st Century sites as needed in addition to city parks and sites,
- Pull Permits with Park & Rec as needed.
- Create E-Registration forms and links.
- Promote & Market all programs.
- Hire High School Student Helpers to execute programs
- Manage food and beverages or giveaways as applicable.
- Liaise with NHPS staff for delivery of supplies/materials as needed.