

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Eli Whitney Museum

AMENDMENT #: 1

GRANT # if applicable: _____

AGREEMENT #: 96363139

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER II

DATE: 03/16/2023

FUNDING SOURCE FOR AGREEMENT: ESSER II

ACCT # FOR AGREEMENT: 2552-6363-56697-0048/0032/0009

ORIGINAL AMOUNT OF AGREEMENT: \$29,670.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$29,670.00

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 11,040.00

X INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 40,710.00

FUNDING SOURCE & ACCT # FOR AMENDMENT:

- ESSER II: 2552-6363-56697-0048 Celentano (\$10,350.00)
- ESSER II: 2552-6363-56697-0032 Wexler Grant (\$8,625.00)
- ESSER II: 2552-6363-56697-0009 Davis (\$10,695.00)
- **Extended School Hours: 2579-5326-56694-0009 Davis (\$5,520.00)**
- **Extended School Hours: 2579-5326-56694-0048 Celentano (\$5,520.00)**

DESCRIPTION AND NEED FOR AMENDMENT:

- Expanding the scope of service to increase the number of sessions at Celentano from (30) sessions by an additional (16) sessions for a total of 46 sessions and at Davis from (31) sessions by an additional (16) sessions for a total of 47 sessions. \$345 per session, 16 sessions for a total of \$5,520.00 per site for a total increase of \$11,040.00. Increasing original funding of \$29,670.00 by \$11,040.00 for a new total of \$40,710.00

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

CONTRACTOR'S SIGNATURE: _____


(Name)

3/16/23
(Date)

Director of Programming
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT# 96363139



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Eli Whitney Museum

Doing Business As, if applicable

Business Address: 915 Whitney Ave, Hamden CT 06517

Business Phone: 203-777-1833

Business email: KZ@eliwhitney.org

Funding Source & Acct # including location code:

ESSER II Grant Program of the New Haven Board of Education,

Account Number: 2552-6363-56697 Location Code: 0048 (Celentano - \$10,350.00)

Account Number: 2552-6363-56697 Location Code: 0032 (Wexler - \$8,625.00)

Account Number: 2552-6363-56697 Location Code: 0009 (Davis - \$10,695.00)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 11/15/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate. \$345.00 per session x 86

Total amount: \$29,670.00

Description of Service: Please provide a one or two sentence description of the service.

The contractor shall provide a school-based afterschool program focused on hands on STEM for the students of Celentano, Wexler and Davis schools. STEM education creates critical thinkers and increases science literacy.

Submitted by: Jubie Lopez

Phone: 8-1436



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND
(Eli Whitney Museum)

FOR DEPARTMENT/PROGRAM:

(Youth, Family and Community Engagement)

This Agreement entered into on the 14th day of November 2022, effective (no sooner than the day after Board of Education Approval), the 15th day of November, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Eli Whitney Museum located at, 915 Whitney Avenue, Hamden, CT 06517 (herein referred to as the "Contractor."

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$345.00 per session, for a total of 86 sessions; 30 sessions at Celentano (\$10,350.00), 25 sessions at Wexler (\$8,625.00), and 31 sessions at Davis (\$10,695).

The maximum amount the contractor shall be paid under this agreement: twenty nine thousand, six-hundred- seventy dollars and no cents (\$29,670.00). 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 the ESSER II Grant Program of the New Haven Board of Education,

Account Number: 2552-6363-56694 Location Code: 0048 (Celentano - \$10,350.00)

Account Number: 2552-6363-56694 Location Code: 0032 (Wexler - \$8,625.00)

Account Number: 2552-6363-56694 Location Code: 0009 (Davis - \$10,695.00)

This agreement shall remain in effect from November 15, 2022 to June 30, 2023.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

- The contractor shall provide a school-based afterschool program focused on experimentation and design for the students of Celentano, Wexler and Davis schools. Sessions will be 1.5 hours in length and serve up to 15 students per session at Celentano, Wexler and Davis schools. Eli Whitney Museum activities will engage all students in purposeful, supportive and meaningful hands-on learning experiences that coherently support and challenge students to imagine and create projects which promote and stimulate creativity and problem-solving opportunities. The program promotes participants development in the STEM areas, which aligns with, and supports the district priorities. In the event social distance mandates require the activity offered via a virtual platform such as google meets/classrooms. The virtual content will be presented live as well as recorded sessions available for students and families. The recorded sessions will be updated weekly with relevant information. In the event of schools reopening after mandated closures, the program will commence programming at Celentano, Wexler and Davis schools.

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 Privacy - 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'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

10/18/22

Date

11/14/2022

Date

Kiran Zaman, Director of Programming

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.

Revised: 10/2/18



September 26, 2022

Scope of Services for New Haven Public Schools After School Programs:

We are a Workshop: we build things. We are in name, a Museum: we collect things. We collect essential experiments. We also collect the materials that experiments require. We collect tools and clever ways of building.

Experiments are a way of learning things. They require self-guided trial and error, active exploration, and testing by all the senses. Experiments begin with important questions, questions that make you think or that inspire you to create. So perhaps it's questions that we collect.

Essential Experiments are lessons you are much more likely to find in a workshop or a studio than in a classroom. Experiments can be messy, noisy, and time-consuming. The color and sound and feel of their learning is essential. In our Workshop, we educate your senses to be prepared to understand... to really understand... the ideas you encounter in a classroom and in the world.

With each of the experiments we bring to New Haven Public Schools after school students, materials are handed out and instructions given to construct and understand the goal and topic of the day. Time is given to explore and build and test.

For example, One of the experiments we might offer is the Rubber band Car. Inspired by a spring car design of Leonardo da Vinci, students are given materials to construct a simple car: a chassis, 2 axles, 4 screw eyes, rubberbands, and four wheels. Everyone has exactly the same materials. But why, when we begin to test the cars, does everyone's car perform differently? Some go straight ahead, some veer to the right or left, some go forward and then yo-yo back towards the experimenter.

This is the first test. Do you see what's wrong? It's the first step in design thinking. Why does my car not work as well as my friend's car? The solution requires a child to really look, observe, and discern any difference in construction (or design)

between their car and one that runs more accurately, or faster or further...

Then comes the second test. How do I correct this? This next step is one that must be repeated over and over until the problem they have found is solved. Design thinking is a process that requires patience, procedure and persistence.

This process is valid for every age group and every project we offer. With additional time for elaboration – a personal artistic component – every student has the opportunity to learn, have fun doing it, and own it.

Offerings and Pricing:

We will work with groups of up to 15 students for 1- 1.5 hour segments. We will provide sessions at New Haven Public Schools for 15 students a session for \$345/session.

Additionally we will offer 8 one week scholarships for summer programs, whether Virtual or at The Workshop @EWM for 4 students from each school.

The schools we have worked with in the past are Davis Street, Wexler, and Brennan Rogers. We are happy to work with any New Haven Schools and are not limited to only the ones we have worked with in the past.

<https://www.eliwhitney.org/7/workshop/school-programs>

Contact for bookings and questions:

Kiran Zaman

Director of Programming, The Eli Whitney Museum, 915 Whitney Ave, Hamden, CT 06517