



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Contractor full name: Autism Health and Fitness Center (AHFC)

Doing Business As, if applicable:

Business Address: 307 Racebrook Road, Orange, CT 06477

Business Phone: 203-671-0601

Business email: apleapley@yahoo.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: ESSER II 2552-6363-56697-0000

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From: 7/01/2021 To: 6/30/2022.

Hourly rate or per session rate or per day rate. # of 2 hr. sessions x cost per session sessions (Serving up to 50 students each session)

Total amount: \$13,440

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

Mission at Autism Health and Fitness Center is to provide a safe, comfortable and structured environment for empowering individuals with Autism Spectrum Disorder and other special needs to improve their level of physical fitness.

Submitted by: Stacie Melendez

Phone: 475-220-1771



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Stacie Melendez
Date: June 11, 2021
Re: Autism Health and Fitness Center Agreement (AHFC)

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:** Autism Health and Fitness Center (AHFC)
2. **Description of Service:** To provide students after school experiences through physical fitness, social skill development and nutrition education. Activities and supports offered are Recreation/Physical Activity - Cooperative Games, Dance, Martial Arts, Swimming, Intramural Sports, Sports Leagues, Enrichment - Arts and Cultural Activities, Health and Nutrition Education, Substance Abuse & Drug Prevention, Violence Prevention, Counseling & Character Education, Leadership Development - Peer Mentoring, Peer Tutoring, Youth-Led Community Service, Outdoor Education - Community Mapping, Hiking, Camping, Kayaking
3. **Amount** of Agreement and hourly or session cost: \$13,440 (\$640.00 per hour)
4. **Funding Source** and account number: ESSER II 2552-6363-56697-0000
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? N/A If yes, by how much?
 - b. What would an alternative contractor cost:
 - 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, AHFC provides intensive supports for the specified population which require specific trainings.
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? If no, why not? N/A
 - b. After School or Extended Hours Program? Afterschool
 - 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? Yes
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? No 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? New service
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? No

8. Contractor Selection:

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. Autism Health and Fitness provides access to an extensive repertoire of adapted physical fitness opportunities to an underserved population of special education students.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? RFQ
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: The contractor completed the RFQ application and provided supporting documents which meet the standards for the AHFC to serve as a partnering organization for NHPS.

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? AHFC provides quality artistic training and a highly meaningful understanding within the discipline for everyone involved. No matter who they may be, we make an honest effort to provide every child with the chance to improve their lives through creativity. We believe being inclusive of everyone gives them the self-confidence they need to achieve success now and in the future. According to studies, kids who come from both advantaged and disadvantaged backgrounds have the opportunity to gain significant benefits from art such as empathy, tolerance and critical thinking, among other things.
- 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? AHFC provides opportunities for integration in the areas of reading, literacy, math, science and provides enrichment activities which promote self-esteem, leadership, teamwork, and a sense of community.

10. Why do you believe this Agreement is fiscally sound? Yes, this program is fiscally sound and comparable to other agencies. We have had the opportunity to work with this agency for the past four years and have found it to be highly reputable.

What are the implications of not approving this Agreement? If not approved, special education students would not benefit from having an extended school day like that of their typical peers.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Autism Health and Fitness Center
FOR DEPARTMENT/PROGRAM:

Youth, Family and Community Engagement

This Agreement entered into on the 28 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, **Autism Health and Fitness Center** located at, 307 Racebrook Road, Orange, CT 06477 (herein referred to as the “Contractor.”)

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$640 per day, hour or session, for a total of 21 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Thirteen Thousand Four Hundred Forty Dollars (\$ 13,440). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

ESSER II Program of the New Haven Board of Education, **Account Number: 2552-6363-56697**
Location Code: 0000.

This agreement shall remain in effect from July 1, 2021 to June 30, 2022

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

Autism Health and Fitness Center will provide a safe, comfortable and structured environment for empowering individuals with Autism Spectrum Disorder and other special needs to improve their level of physical fitness. We will utilize a variety of traditional and adaptive fitness equipment and integrate fun into each program to keep our members motivated. We will also provide a variety of small adaptive group classes. AHFC will provide a place where individuals and their families find comfort, connection and community.

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*. Contactors 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 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.

A. Lentz
Contractor Signature

President
New Haven Board of Education

6/14/21
Date

Date

Adam Lentz
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.