

# AGREEMENT COVER SHEET

# Cover Sheet is an Internal Document for Business Office Use

# Please Type

Contractor full name: Marcella Monk Flake

Doing Business As, if applicable: The Monk Center for Academic Enrichment and

Performing Arts

Business Address: 150 Fountain Terrace, New Haven, CT 06515

Business Phone: (203) 675-3155

Business email: monkcenter2015@gmail.com

SS# OR Tax ID #:

Funding Source & Acct.

Esser II 2552-6363-56697-0000 (Central Office)

(24 days -6.5 hrs each day x \$45.13 per student/each day, total cost \$32,497.92

Principal or Supervisor: Gemma Joseph Lumpkin

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

Per day rate: \$1,354.08 per day (\$45.13 per student/each day.; Each day consist of 6.5

hours, 24 days x \$1,354.08 Total amount: \$32,497.92

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

The contractor will provide 24 days of summer programming (each sessions consist of 6.5 hours of programming) inclusive of academic and enrichment activities such as, Dance, music, arts and crafts and STEM for up to 30 students grades 1-8 at Davis School.

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



# Memorandum

To:

New Haven Board of Education Finance and Operations Committee

From:

Gemma Joseph Lumpkin

Date:

June 2, 2021

Re:

The Monk Center for Academic and Enrichment Agreement

Please <u>answer all questions and attach any required documentation as indicated below</u>. 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: The Monk Center for Academic Enrichment and Performing Arts
- 2. **Description of Service**: The contractor will provide 24 days of summer programming sessions' 6.5hrs. per day,. Each sessions will consist of academic and enrichment programming consisting of Literacy, Technology, Dance, music, and STEM for up to 30 NHPS students. The program will be presented at Davis school.
- 3. **Amount** of Agreement per day: \$1,354.08 per day x 24 days (\$45.13 per student/each day). Each day consist of 6.5 hours Total amount: \$32,497.92
- 4. **Funding Source** and account number: Esser II 2552-6363-56697-0000 (Central Office)
- 5. Continuation/renewal or new Agreement? Continuation

### Answer all questions:

- a. If continuation/renewal, has the cost increased? No If yes, by how much? N/A
- b. What would an alternative contractor cost:

  Based on local vendors, providing like services, the cost would range from approximately \$1,000 \$1,750 per student for a comparable five week program.
- c. If this is a continuation, when was the last time alternative quotes were requested? Alternative quotes are solicited through the YFCE proposal process on a yearly basis.
- d. For new or continuation: is this a service existing staff could provide. If no, why not? No, The Monk Center program offers specific enrichment activities, which require specific training(s) in areas such as music and dance.

# 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? Extended School Hours
- 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, Owned by a minority contractor
- b. Is the Contractor Local? Yes, based in New Haven CT
- c. Is the Contractor a Not-for-Profit Organization? Yes -If yes, is it local or national? Local
- d. Is the Contractor a public corporation? No
- 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. If yes, please explain:

# 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.
  - Marcella Monk Flake is a retired NHPS teacher with thirty-seven years of experience, with nearly thirty of those teaching years in the Talented and Gifted Program. The Monk Center has worked with New Haven's students and continue to provide programming specific to the New Haven Public Schools. The Monk Center has demonstrated an ability to engage and encourage our students in meaningful and engaging activities. The summer program provides opportunities for students to participate in dance and music activities which allow them to express themselves and learn the historical content of the dance and music.
- 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 Monk Center was selected by Davis and Troup schools as a community partner for the 21st Century program during the 2019 school year. The organization submitted a YFCE proposal memo and Request for Qualifications packet for the current year, 2021-2022, which met the qualifications to serve as an NHPS partnering agency.

# 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? The contractor provides quality enrichment programming such as dance, STEM, chess, arts and crafts and other activities which are the bases of summer camp programming. The Monk Center will be monitored using the APT tool, which assess the overall quality of the programs staffing, staffs engagement with students and families, collaboration with NHPS staff, transitioning of students and activities offered.
- b. If this is a renewal/continuation service <u>attach a copy of the eval</u>uation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan?

  The Monk Center activities 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.
- 10. Why do you believe this Agreement is fiscally sound?

  This agreement provides quality service from a reputable vendor 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, music, arts and crafts, and creative writing.
- 11. What are the implications of not approving this Agreement? Students may not be able to attend an afterschool program 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 summer experience.

Rev: 8/10/2020



# AGREEMENT By And Between The New Haven Board of Education AND

# The Monk Center for Academic Enrichment and Performing Arts

### 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 The Monk Center located at, P.O. Box 3165, New Haven, CT 06515 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,354.08 per day (6.5 hrs.) x 24 days, for a total of \$32,497.92.

The maximum amount the contractor shall be paid under this agreement: thirty-two thousand, four hundred-ninety seven dollars and ninety two cents (\$32,497.92). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed, attendance sheets, and date of service.

Fiscal support for this Agreement shall be by ESSER II Program of the New Haven Board of Education, Account Numbers: 2552-6363-56697-0000 (Central Office)

SCOPE OF SERVICE: Please provide brief summary of service to be provided. The Monk Center will provide summer programming at Davis School. The program will run for 24 days, 6.5 hr. sessions each day from 8:30am – 3:00pm. The program will engage students in activities such as dance, music, arts and support literacy. The enrichment activities are designed to help students improve in core subjects. Instructors, Instructional pamphlets and supplies are included in the cost.

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 <u>may begin service no sooner than the day after Board of Education approval</u>.

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.

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Contractor Signature	President New Haven Board of Education
June 3, 2021	
Date /	Date
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Marcella M. Flake	Executive Director/Own

Revised: 11/27/19

Contractor Printed Name & Title



### 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



# **Scope of Services**

The Monk Center for Academic Enrichment and Performing Arts, LLC will provide summer programming at Davis School from July 6, 2021 — August 6, 2021 Monk Center offerings will support the NHPS students by offering a STEM component and reading support as well as enrichment activities such as Visual and Performing Arts. All enrichment activities are designed to nurture and develop critical thinkers, creative problem solvers, and productive members of a pluralistic society. Staffing, instructional materials, and supplies are covered by the contract allocation.

This summer our Talented and Creative Youth Camp students will explore Black History through music, dance, and drama. Students will explore the music of African Americans prior to 2000, with emphasis on Jazz, Motown, and the protest songs of the 60's and 70's.

Younger students will explore "Bubble Gum Soul," and the music of child musicians such as Sugar Chile Robinson, young Sammy Davis Jr., and young Michael Jackson. Students will select songs that appeal to them and prepare to perform their favorites at the end-of-summer performance.

Students will also participate in choral music and will learn and practice harmonic vocals. Selected Broadway, film, gospel, and inspirational music will also be performed by students at our performance.

Dance is a large part of our summer program and students will be taught by two dance instructors. Students will learn modern, hip-hop, and HBCU style dance. Students will be encouraged to choreograph dance routines with their instructors for our performance.

Although immersed in the arts, students will have time during their day to participate in STEM activities. We utilize building sets, robots, Legos, Kinex, and more. We use play as a learning medium and students are encouraged to engage in collaborative and exploratory play. Also, this summer, we will feature a chess instructor who is presently coaching a nine year-old chess phenom.

To improve literacy, we provide a literacy and "film" module for all campers. Students are encouraged to read and work in small groups to adapt their favorite books to video.

Lastly, at the end of our five weeks, family and community members will be invited to our Summer Showcase, where students will perform their songs, dances, and skits. In our finale, our young singers will have the opportunity to perform with a live full band.

The Monk Center for Academic and Performing Arts

150 Fountain Terrace New Haven, CT 06515

(203) 675-3155