



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: mActivity

Doing Business As, if applicable:

Business Address: 285 Nicoll Street, New Haven CT 06511

Business Phone: 203-936-9446

Business email: pablo@mactivity.com

Funding Source & Acct # including location code: ARP Esser I Homeless Children and Youth Account # 2555 6452 56697 0111

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From December 11, 2023 to June 30, 2024

Hourly rate or per session rate or per day rate. Sixty six (66) sessions at \$ 295.00 per session

Total amount: \$ 19,500.00.

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

mActivity will provide 66- 1 hour Social and Emotional, Health and Wellness support and Financial Literacy to our homeless families via a series of workshops including providing each family a survival Kit.

Submitted by: Gemma Joseph Lumpkin

Phone: 475-220-1734



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Gemma Joseph Lumpkin  
**Date:** November 21, 2023  
**Re:**

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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:** mActivity
2. **Description of Service:** mActivity will provide students and families under McKinney Vento and at risk of homelessness with the skills and opportunities necessary to become more mindful of their health and self-sufficient. They will offer 66 workshops to our families on Financial Literacy, Health and Wellness and Social and Emotional Support. Each family will receive a Survival Kit at the end of each workshop.

In addition to providing in-house resources, mActivity will develop, maintain, and deepen our relationships with other agencies for the purpose of providing a comprehensive inter-agency approach to diversion. This involves making referrals to other programs that are designed to provide support and programming to meet the short- and long-term need(s) of individuals and families

3. **Amount of Agreement and hourly or session cost:** \$ \$ 19,500.00 ; session cost is \$ 295.00
4. **Funding Source and account number:** ARP Esser I Homeless Children and Youth Account # 2555 6452 56697 Location Code 0111
5. Approximate number of staff served through this program or service: N/A
6. Approximate number of students served through this program or service: approximately all students and families under McKinney Vento.
7. **Continuation/renewal or new Agreement? New Agreement**  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? If yes, by how much? NO
  - b. What would an alternative contractor cost: N/A
  - 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, we do not have the expertise within our department or district to provide this service.

**8. Type of Service:**

**Answer all questions:**

- a. Professional Development? N/A  
i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
- b. After School or Extended Hours Program? NO.
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe) Family Support After school a workshops for students and families.

**9. 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? If yes, is it local or national? NO
- 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? NO
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: N/A

**10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:**

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:  
Contractor has experience in working with families and community on Health, financial Literacy and Wellness as well as healthy eating programs.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? RFQ followed by an RFP
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?  
Contractor was selected because they are fully bilingual and provide all the services under one roof. Contractor is also willing to go to schools to provide workshops.
- d. Who were the members of the selection committee that scored bid applications?  
Christian Tabares, Arthur Edwards, Dianne Steward, Frankie roman, Jose Camacho, Daniel Diaz and Gemma Joseph Lumpkin and Lysie rodriguez.
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.  
N/A

## 11. 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? Effectiveness measured by student's attendance, families securing proper housing and resources.
- b. If this is a **renewal/continuation service** N/A
- c. How is this service aligned to the District Continuous Improvement Plan? Healthy bodies leads to Healthy Minds. Providing families with Health and Wellness and Financial Literacy Programs is important for families experiencing homelessness.

## 12. Why do you believe this Agreement is fiscally sound?

We believe in this agreement because it will support our homeless students and families in providing them with the tools necessary to end homelessness and support them with socio emotional programs to build their self-esteem and resilience to help them in reach stability.

## 13. What are the implications of not approving this Agreement?

Students and families experiencing homelessness need programs like this one to help them get ready for the work place, obtain housing and reduce homelessness among our families. This program is another tool in ending homelessness. Getting a job and providing Health and Wellness support students in attending school.



NEW HAVEN PUBLIC SCHOOLS

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

**mActivity**

**FOR DEPARTMENT/PROGRAM:**

**Youth, Family and Community Engagement**

This Agreement entered 11th day of December 2023, effective (*no sooner than the day after Board of Education Approval*), the 12th day of December, 2023 by and between the New Haven Board of Education (herein referred to as the “Board” and, mActivity located at, 285 Nicoll 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 \$ 295.00 per session, for 66 group sessions.

The maximum amount the contractor shall be paid under this agreement: Nineteen Thousand Five Hundred Dollars (\$19,500.00). 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 ARP Esser I Homeless Children and Youth Program of the New Haven Board of Education, **Account Number:** 2555 6452 56697 **Location Code:** 0111

This agreement shall remain in effect from December 11, 2023 to June 30, 2024

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

mActivity’s After Program will provide students and families under McKinney Vento and at risk of homelessness with the skills and opportunities necessary to become more mindful of their health and self-sufficient in their wellness. The program will provide students of all backgrounds and economic status programs to improve their physical, social and emotional well-being.

In addition to providing in-house resources, mActivity will develop, maintain, and deepen our relationships with other agencies for the purpose of providing a comprehensive inter-agency approach to diversion. This involves making referrals to other programs that are designed to provide support and programming to meet the short- and long-term need(s) of individuals and families

**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

\_\_\_\_\_  
President  
New Haven Board of Education

11-21-23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
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



mActivity  
285 Nicoll Street  
New Haven, CT 06511  
203-936-9446  
[www.mactivity.com](http://www.mactivity.com)

mActivity is a community hub for one's physical, social and emotional well-being and financial literacy. We support individuals and community partners through our wellness services such as our fitness center memberships, personal training and wellness coaching.

Central to our community mission is the dedication of mActivity's staff in providing clients with the skills and opportunities necessary to become more mindful of their health and self-sufficient in their wellness. We help individuals and their families of all backgrounds and economic status to improve their physical, social and emotional well-being.

Through our Neighborhood Assistance Program, mActivity professionals inform and provide opportunities for individuals and families to receive support and services that include but not limited to personal training, fitness classes and wellness coaching.

Budget

Line Item	Amount
mActivity will provide (66) 1-hour sessions for all families experiencing Homelessness.	\$19,500.00
Billing in _____	
<b>Total</b>	<b>\$19,500.00</b>

In addition to providing in-house resources, mActivity will continue to develop, maintain, and deepen our relationships with other agencies for the purpose of providing a comprehensive inter-agency approach to diversion. This involves making referrals to other programs that are designed to provide support and programming to meet the short- and long-term need(s) of individuals and families.