



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: High 5 Adventure Learning

Doing Business As, if applicable:

Business Address: 130 Austine Dr. Suite 170
Brattleboro, VT 05301

Business Phone: 802-254-8718

Business email: lguillet@high5adventure.org

Funding Source & Acct # including location code: 2517 900 6260 54411 0012

Principal or Supervisor: Dr. Nicolas Perrone

Agreement Effective Dates: From 4/11/23 to 06/30/23

Hourly rate or per session rate or per day rate.

Total amount: \$19,323.71

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

The contractor will provide services to include: Indoor learning components for both teachers and students, to consist of high element rope courses for capacity building in our learning spaces. Also to include installation and staff training as well as inspection of current course and challenge course.

Submitted by: Holly Smith Phone: 475-220-8000

Jubia Lopez 8-1436



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Edgewood Creative Thinking through STEAM Magnet School
Date: 3/5/23
Re: High 5 Adventure Learning

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:** High 5 Adventure Learning
2. **Description of Service:** Contractor will provide services in the following areas: Materials and installation, inspection or current course and installed challenge course, on site learning for teachers and students, Capacity building, Family Engagement and Technical support through the installation process.
3. **Amount** of Agreement and hourly or session cost: \$19,323.71
4. **Funding Source** and account number: Magnet 17-22 Edgewood Creative STEAM, 2517-900-6260-54411-0012
5. Approximate number of staff served through this program or service: 30
6. Approximate number of students served through this program or service: 406
7. **Continuation/renewal or new Agreement? New Agreement**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? N/A
 - 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, our staff could not provide the expertise, materials, and programming at this time. After services have been rendered through the academic year, a sustainable portion of teaching and learning will exist.

8. **Type of Service:**

Answer all questions:

- a. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No. This is not professional development that staff can do, you must be certified to deliver the training. The bulk of this agreement is for the installation and materials of the course.
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe) N/A

9. **Contractor Classification:**

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No.
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New Service to Edgewood
- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, teachers will be able to conduct classes in onsite learning spaces designed and created by the contractor. Student collaboration will be enhanced with the bulk of the classes open to the development of SEL learning and physical learning. There will also be opportunities for family and community engagement activities.

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: **this is a city wide partner who has worked to install equipment for the Project Pride Program. There are few companies who do this work and this was the most responsive, with the lowest bid for what we were looking for. This is a niche program. <https://high5adventure.org/>**
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Quotes from three companies who responded with bids
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? This is a city partner with expertise in this type of learning and was also the lowest bid.
- d. Who were the members of the selection committee that scored bid applications? The leadership team at Edgewood.

- 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.

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? The contractor and their team will provide materials and installation of a high element ropes course for the use of staff, students and community members. The elements are outlined in their invoice. The safety equipment is part of the invoice along with planning, consulting, inspections and training for staff. Teachers, students and families will all benefit from the program throughout the academic year. Out governing bodies BLDT, SPMT and PTO along with our leadership team who participate on all committees will help support and oversee the program during the year and monitor and measure its effectiveness and work to help made adjustments if warranted.
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
 - c. How is this service aligned to the District Continuous Improvement Plan? We are working to continually motivate students to read, apply math strategies and inquire about all things science and STEAM related. We are striving to move students forward by providing this indoor course and lessons related to STEAM and to help support SEL programming.
12. Why do you believe this Agreement is fiscally sound? This contract is fiscally sound due to the fact that the contractor will be working to provide not only the materials and installation, but also the technical support and PD in the final year of our grant helping to create sustainability for our STEAM program. This will also provide opportunities for family engagement and capacity building in our indoor learning spaces.
13. What are the implications of not approving this Agreement? We would not be able to provide the additional learning opportunities that connect to curriculum and the NGSS and our SEL program.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

High 5 Adventure Learning

FOR DEPARTMENT/PROGRAM:

Edgewood Creative Thinking through STEAM Magnet School

This Agreement entered into on the 3rd of January, 2023, effective (*no sooner than the day after Board of Education Approval*), the 11th day of April 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, High 5 Adventure Learning located at, 130 Austine Dr, Suite 170, Brattleboro, VT 05301 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$19,323.71 per day, hour or session, for a total of \$19,323.71. .

The maximum amount the contractor shall be paid under this agreement: Nineteen Thousand, Three Hundred and Twenty Three Dollars and Seventy One cents (\$19,323.71). 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 Magnet 17-22 Edgewood Creative STEM Program of the New Haven Board of Education, **Account Number:** 2517 900 6260 54411 **Location Code:**0012.

This agreement shall remain in effect from 4/11/23 to 6/30/23.

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

The contractor will create and support effective indoor high element and low element learning spaces and provide classes and training for teachers for the usage of said equipment. Also covered in invoice are site planning and consulting, inspection of equipment, and expenses for installation to create sustainability for the programming for students.. Contractor will also provide resources, and technical support for the subscribed installation.

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**. 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 Signature

President
New Haven Board of Education

3/10/2023

Date

Date

Ian Doak Director of Design & Installation

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

High 5 Adventure Learning
 130 Austine Drive, Suite 170
 Brattleboro, VT 05301 US
 (802) 254-8718
 lguillet@high5adventure.org



ADDRESS
Nicholas Perrone Edgewood School 737 Edgewood Ave New Haven, CT 06515

SHIP TO
Nicholas Perrone Edgewood School 737 Edgewood Ave New Haven, CT 06515

ESTIMATE #	DATE
D-2320	01/03/2023

PREPARED BY
 Ian

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		PHASE 1			
		High 5 is an a accredited professional vender member of ACCT			
		All prices include the required climbing ropes.			
		Indoor Low Elements			
		Indoor High Elements			
	High Elements, CCS	Indoor Flying Squirrel	1	925.00	925.00
	High Elements, CCS	Indoor Bean Pole Requires storage	1	1,995.00	1,995.00
	High Elements, CCS	Indoor Dangle Duo	1	3,105.00	3,105.00
	High Elements, CCS	Indoor Rope Ladder	1	1,395.00	1,395.00
	High Elements, CCS	Indoor Prusick Climb	2	985.00	1,970.00
		Equipment			
	Headwall, Seat Harness, Small	Headwall, Seat Harness, Small	10	44.20	442.00
	Headwall, Seat, Medium/Large	Headwall, Seat Harness, Medium/Large	20	44.20	884.00
	Headwall, Seat Harness, X-Large	Headwall, Seat Harness, X-Large	1	45.85	45.85
	Petzl, Panga	Petzl, Panga Helmet	4	64.99	259.96
	Petzl, William Screw Lock, Gray	Petzl, William Screw Lock Aluminum Carabiner, Gray, 27kN	20	18.95	379.00
	Black Diamond ATC	Black Diamond ATC Belay Device	2	19.95	39.90
	Australian Belay Tether Long	Australian Belay Tether	10	25.00	250.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	High 5 Guide 2nd Edition	The High 5 Guide, 2nd Edition	1	38.00	38.00
	ROAM Adventure 160L Rugged Case	ROAM Adventure 160L Rugged Case - A storage solution for your challenge course equipment.	2	479.00	958.00
	Materials	8' A-Frame Ladder Site to provide	0	265.00	0.00
	Lifts and Equip. Rental	Indoor Lift rental fee if site can provide a lift this line item can be removed	0	1,800.00	0.00
	Shipping and Handling	Shipping and Handling	1	75.00	75.00
	Site Planning	Site Planning/Consulting	1	672.00	672.00
	Inspection	2023 Challenge Course Inspection of current indoor course	1	750.00	750.00
	Inspection	2023 Challenge Course Inspection. FREE with current estimate.	1	-750.00	-750.00
	CCS Travel	Travel 2 staff 3 days Training	1	790.00	790.00
	Indoor Adventure Basics - Level 1 Training	Indoor Adventure Basics - Level 1 Training at your site for up to 12 participants.	3	1,420.00	4,260.00
	Travel	Travel Expenses (including meals, lodging, mileage, tolls etc.)	1	840.00	840.00

TOTAL

\$19,323.71

Accepted By

Accepted Date



Project Adventure
978.524.4500
www.pa.org

Edgewood Magnet School
737 Edgewood Ave
New Haven, CT 06515
Holly Smith
HOLLY.SMITH@new-haven.k12.ct.us
2023 New Course Installation Estimate
January 4, 2023

Challenge Course Elements and Related Estimated Expenses

This estimate is for planning and budgeting purposes only. A site visit may be required to verify element locations and indoor connection type. These and other factors can impact the total price.

Low Indoor Elements

Qty	Element Name	Notes
1	Multi-Swing	

Portable Indoor Elements

1	Game Frame, Web & Accessory Kit	
1	Wildside Kit	

Low Outdoor Elements

Qty	Element Name	Notes
1	Whale Watch -- 6' x 14'	

Portable Outdoor Elements

1	Full House	using 6x6 timbers
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High Indoor Elements

Qty	Element Name	Notes
1	Dangle Duo	
1	Flying Squirrel	includes rope
1	Pamper Pole -- portable style	

Challenge Course Acceptance Inspection

According to ACCT Standards, an Acceptance Inspection must be completed and documented following the installation of a new challenge course element or course or significant modifications of a pre-existing element.



Project Adventure

978.524.4500
www.pa.org

Safety Equipment, Publications and Props

Challenge Course Equipment -- Belay Devices & Gloves

Qty	Item	Notes
2	ABC ARC Belay Device	

Challenge Course Equipment -- Carabiners

Qty	Item	Notes
20	ISC Aluminum Screwgate HMS	

Challenge Course Equipment -- Harnesses

Qty	Item	Notes
20	Universal Harness	Standard
1	Universal Harness	Extra Large
10	Universal Harness	Extra Small

Challenge Course Equipment -- Helmets

Qty	Item	Notes
2	Petzl Elios	Junior Size 1, White
2	Petzl Elios	Adult Size 2, Orange

Team Building Activities

Qty	Item	Notes
1	Game Frame, Web & Accessory Kit	
1	Wild Side Kit	

Shipping & Handling Charges on Merchandise Included

Aerial Lift Expense

Indoor Scissor Lift - Rental of indoor electric scissors lift to reach the ceiling heights of the gymnasium.

Planning, Design and Administrative Services Expenses *

Circumstances such as requested design changes, requested drawings or schematics, engineering, required permits or unforeseen circumstances during installation may require additional Planning and

* Design efforts and additional costs. This amount may be adjusted on the final invoice. You will be required to approve any changes that will require additional costs.

Travel Expenses

Every effort will be made to keep expenses within this budget; however, circumstances may require additional travel expenses including, but not limited to delay on the part of the client to confirm dates in a timely manner. Travel expenses may be adjusted on the final invoice.

***Total Cost \$23,278.00**

***Total cost includes all labor, materials and job-related expenses**

email

23,495.00

Visionary Adventure Inc.
34 East Main St #168
Smithtown, NY 11787
631-675-6419
office@visionaryadventure.com

Estimate

ADDRESS
Edgewood Magnet School
737 Edgewood Ave
New Haven, CT 06515

SHIP TO
Edgewood Magnet School
737 Edgewood Ave
New Haven, CT 06515

ESTIMATE # DATE
3419E 11/20/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		High Elements			
	Vertical Play Pen	Dangle Duo/ Vertical Play Pen high element	1	2,950.00	2,950.00T
	Cargo Net	Cargo Net high element	1	2,500.00	2,500.00T
	Flying Squirrel	Flying Squirrel high element	1	900.00	900.00T
	Nitro Crossing	Nitro Crossing low element	1	700.00	700.00T
	Portable Pamper Pole	Portable Pamper Pole/Leap of Faith high element indoor application	1	1,800.00	1,800.00T
	Centipede	Centipede	2	1,950.00	3,900.00T
	Firecracker Ladder	Firecracker Ladder high element	1	1,200.00	1,200.00T
	Rope Ladder	Rope ladder high element	1	1,200.00	1,200.00T
	Construction High	Add removable climbing holds to access current climbing walls	2	1,200.00	2,400.00T
		Training			
	Intro Training	Introductory training to staff on challenge course components.	2	1,300.00	2,600.00T
	Travel	Travel incurred charges for construction and training)	1	750.00	750.00
		Equipment			
	Dynamic Rope	11mm dynamic climbing rope with haul tether (4 75' ropes)	300	1.50	450.00T
	Harness Participant	Sit harnesses	31	45.00	1,395.00T
	Helmet Child	Petzl Adjustable climbing helmet	4	65.00	260.00T
	Carabiner DALAM	Petzl auto locking carabiner	20	20.00	400.00T
	Belay Device	Black Diamond ATC belay device	2	20.00	40.00T
	Lift Rental	Lift rental (Only necessary if client	0	2,000.00	0.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
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is unable to provide a suitable lift)

Please note that we are now accepting credit cards. If you'd like to use this payment method, all credit card payments will be charged a 4% convenience fee.

SUBTOTAL	23,445.00
TAX	0.00
SHIPPING	50.00
TOTAL	\$23,495.00

Accepted By

Accepted Date



737 Edgewood Ave.
New Haven, CT 06515
475-220-8000
<https://edgewoodschoolnhps.weebly.com/>

Sent to Julie
1/4/22

Purchase Order Justification

School: Edgewood Magnet School

Item/Service: Ropes course and training

Company: High 5 Adventure Learning

Funding Source: Magnet Funds

As part of our Magnet theme of being a STEAM school, we want to provide as many experiences for students and staff to work in teams to complete a task. We also commit to empowering our students to achieve success. The purpose of building a ropes course is to provide a tangible activity that encourages team-building, trust, self-confidence, and many soft skills that promote a positive attachment to school. Promoting these skills will lead to stronger cooperative learning skills, social-emotional learning, and differentiated instruction. The direct connections to science will be an easy way to extend learning of physics and Newton's Laws – part of our middle school curriculum. Furthermore, the ability to train staff and use the ropes course to help maintain a cohesive staff will support our recruitment and retention of strong educators. This will help maintain our staff and keep the Magnet theme going.

Respectfully,

Nicholas Perrone

Dr. Nicholas Perrone, Principal

Mrs. Andrea Rizzo, Assist. Principal

Mighty oaks from tiny acorns grow.