



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Arts for Learning Connecticut

Doing Business As, if applicable:

Business Address: 1 Evergreen Ave, Suite 33, Hamden, CT 06518

Business Phone: (203) 230-8101

Business email: jmparker@aflct.org

Funding Source & Acct # including location code: 2553-6363-56697-0100

Principal or Supervisor: Karen Lorde

Agreement Effective Dates: From 07/01/23. To 08/30/23.

Hourly rate or per session rate or per day rate: \$140 per session

Total amount: \$30,240

Description of Service: Arts for Learning Connecticut will provide push-in teaching artists to build on the literacy and the arts connection component to the New Haven Summer Program for Grades K through 4 students across 12 sites.

Submitted by: Karen Lorde Phone: 475-220-8526



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Karen Lorde
Date:
Re: Arts for Learning Connecticut Contract

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:** Arts for Learning Connecticut
2. **Description of Service:** Arts for Learning Connecticut will provide a variety of teaching artists throughout the district's summer program to implement ~45 minute interactive, engaging performance workshops.

Amount of Agreement and hourly or session cost: \$140 per session for 216 sessions Total amount: \$30,240

3. **Funding Source** and account number: ARP ESSER III C/O 2553-6399-56697-0100
4. Approximate number of staff served through this program or service: All Summer School Staff
5. Approximate number of students served through this program or service: 1,200 All summer school students
6. **Continuation/renewal or new Agreement? New**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? Cost remained the same.
 - b. What would an alternative contractor cost: \$200 plus a session
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
7. **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?
 - b. After School or Extended Hours Program? - No

- c. School Readiness or Head Start Programs? – No
- d. Other: (Please describe)

8. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Yes
- 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? NA
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No

9. 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:
Attached to RFP
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? – Yes they have provided an RFP
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Yes
- d. Who were the members of the selection committee that scored bid applications?
- 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.

10. 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? Students will be given an opportunity to be exposed to a wide varied of the arts through drams, poetry, music and beyond they will use these experiences to enhance their connections along with engagement to literacy materials.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. new
- c. How is this service aligned to the District Continuous Improvement Plan? Yes, the students will be exposed to a wide variety of engaging art presentations where students

will make connections, build on prior knowledge and support their reading and writing in a culturally diverse way.

11. Why do you believe this Agreement is fiscally sound? Yes, the students will be exposed to a wide variety of engaging art presentations where students will make connections, build on prior knowledge and support their reading and writing in a culturally diverse way.
12. What are the implications of not approving this Agreement? Students will not have access to the live arts production within the summer programming.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Arts for Learning Connecticut

FOR DEPARTMENT/PROGRAM:

New Haven Public Schools – Summer Programing

This Agreement entered into on the 14 day of June, 2023, effective (*no sooner than the day after Board of Education Approval*), the 1st day of July, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Arts for Learning Connecticut located at, 1 Evergreen Ave, Suite 33, Hamden, CT 06518 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$140 per session, for a total of 216 sessions.

The maximum amount the contractor shall be paid under this agreement: \$\$30,240. 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 ARP ESSER III C/O Program of the New Haven Board of Education, **Account Number:** 2553-6399-56697 **Location Code:** 0100.

This agreement shall remain in effect from July 1st 2023 to August 30, 2023.

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

Arts for Learning Connecticut will provide a variety of teaching artists throughout the district’s summer program to implement ~45-minute interactive, engaging performance workshops. These artists will span the creative spectrum—from spoken word poets to painters, theater actors to puppeteers. Each day, artists will implement three engagements for three separate groups of students. Overall, AFLCT will provide 6 days of programming at each of 12 school sites; with 3

sessions/day, AFLCT will provide a total of 216 sessions over the 18 days of the program (weekdays from Wednesday, July 5 through Friday, July 28, 2023).

During these sessions, artists will offer short performances based on their unique art form. They will introduce basic concepts related to their field, and, to the extent possible, frame their presentation in the context of the learning environment of the given classroom. AFLCT artists use the National Core Arts Standards as the framework for their work; with this performance-based engagement, the key standards of focus will be “Responding” and “Connecting”. More on the standards is available at www.nationalartsstandards.org/.

In addition, artists will connect their presentation to the literacy aims of the summer program, with a specific focus on age appropriate Speaking and Listening standards. After their short performance, artists will guide students in a conversation that responds to the work, encouraging students to participate with some kind of unique creative contribution. They will also generate a conversation among students, thereby supporting the practice of listening to one’s peers and also conveying meaning through their own sharing.

Over the course of the 19 days, Arts for Learning Connecticut will likely engage 5-10 different artists. In the coming weeks before the program begins, we will work with NHPS leadership to identify the ideal artists and provide the best possible fit for the district’s summer program.

Exhibit A: Scope of Service: Please attach the 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

5/30/23

Date

Date

John-Michael Parker, Executive Director, Arts for Learning Connecticut

Contractor Printed Name & Title

Revised: 9-27-21



One Evergreen Avenue, Suite 33
Hamden, CT 06518

Office: 203-230-8101
Fax: 203-230-8131
www.aflct.org

AFLCT NHPS Summer 2023 Agreement Exhibit A, Scope of Service

Arts for Learning Connecticut (AFLCT) will provide a variety of Teaching Artists throughout the district's summer program to implement ~45 minute interactive, engaging performance workshops. These Teaching Artists will span the creative spectrum—from spoken word poets to painters, theater actors to puppeteers. Each day, Teaching Artists will implement three engagements for three separate groups of students. Overall, AFLCT will provide 6 days of programming at each of 12 school sites; with 3 sessions/day, AFLCT will provide a total of 216 sessions over the 18 days of the program (weekdays from Wednesday, July 5 2023 through Friday, July 28 2023). Sites include Beecher, Jepson, Bishop Woods, King-Robinson, Clinton Ave, Martinez, Conte, Obama, Fair Haven, Troup, Hill Central, and Truman.

During these sessions, Teaching Artists will offer short performances based in their unique art form. They will introduce basic concepts related to their field, and, to the extent possible, frame their presentation in the context of the learning environment of the given classroom. AFLCT Teaching Artists use the National Core Arts Standards as the framework for their work; with this performance-based engagement, the key standards of focus will be “Responding” and “Connecting”. More on the standards is available at www.nationalartsstandards.org/.

In addition, Teaching Artists will connect their presentation to the literacy aims of the summer program, with a specific focus on age appropriate Speaking and Listening standards. After their short performance, Teaching Artists will guide students in a conversation that responds to the work, encouraging students to participate with some kind of unique creative contribution. They will also generate a conversation among students, thereby supporting the practice of listening to one's peers, and also conveying meaning through their own sharing.

Over the course of the 17 days, Arts for Learning Connecticut will likely engage 5-10 different Teaching Artists. In the coming weeks before the program begins, we will work with NHPS leadership to identify the ideal Teaching Artists and provide the best possible fit for the district's summer program.

The cost for these services is \$140/session. With 216 sessions across the 12 sites during the 17 days of programming, the maximum total cost is \$30,240.

Please contact AFLCT Executive Director, John-Michael Parker, with questions or concerns at jmparker@aflct.org or by phone at 203-230-8101 (o) or 203-623-5068 (c).



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.