



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Lincoln Bassett Community School
Date:
Re: CREC Equity Training Professional Development

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:** Capitol Region Education Council Expert Solutions
2. **Description of Service:** Over the course of the 2020-2021 academic year, CREC Resource Group will provide 9 hours of professional learning on Antiracism in Education. These hours will be delivered in virtual sessions no shorter than 90 minutes each.
3. **Amount** of Agreement and hourly or session cost: \$250 hourly for 9 hours total \$2,250
4. **Funding Source** and account number: School Improvement Grant 2531-6299-56694-0020
5. **Continuation/renewal or new Agreement?** New Agreement
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - b. What would an alternative contractor cost: **\$500+ hourly or possibly paid by number of staff members.**
 - 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? **No, this work should be done with all staff as participants to deepen conversations and development on equity and implicit biases that impact teaching and learning for students.**
6. **Type of Service:**
Answer all questions:
 - a. Professional Development? **Yes**
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? **No, this work should be done with all staff as participants to deepen conversations and development on equity and implicit biases that impact teaching and learning for students.**
 - b. After School or Extended Hours Program? **No**
 - 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? No
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Local
- d. Is the Contractor a public corporation? Non- Profit as an agency under the State of CT
- 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? 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.

CREC has a group of diverse presenters which will deliver professional development sessions.

- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?

Offering targeted professional development series needed on equity and implicit bias and the pedagogy needed to support this.

- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor:

Selected from State Approved agencies that provide support to local districts in CT. Their rates are reasonable and competitive.

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?

Through the School Important Grant we plan to train teachers to deepen their work with equity training. The ongoing training staff will push all staff to develop their own implicit biases, macroaggressions, cultural competencies along with taking a deep dive into culturally relevant pedagogies. This training then proposes a call to action that requires a change on the educator's part to do something about the inequities and racial disparities.

- 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?



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Capitol Region Education Council Expert Solutions

Doing Business As, if applicable: CREC Expert Solutions

Business Address: 111 Charter Oak Ave, Hartford, CT 06106

Business Phone: 860-524-4040

Business email: services@crec.org

SS# OR Tax ID #: on file

Funding Source & Acct # including location code: 2531-6299-56694-0020

Principal or Supervisor: Rosalind Garcia

Agreement Effective Dates: From 10/30/20 To 6/18/21

Hourly rate or per session rate or per day rate. Nine hours of professional development, session no shorter than 90 minutes each, \$250 each hour
Total amount: \$2,250

Description of Service: Please provide a one or two sentence description of the service. Continual professional development for Lincoln Bassett staff surrounding the topics of equity to include but not limited to: Social Identity, Bias, The Words we Use (Microaggressions), Privilege, Cultural Competency, Culturally Relevant Pedagogy (instructional strategies), Bias Intervention Strategies.

Submitted by: Stephanie Skiba Phone: 475-220-8500



CREC Resource Group
111 Charter Oak Avenue
Hartford, CT 06106
Phone: (860) 524-4040
Fax: (860) 548-0236
Email: services@crec.org
Website: http://www.crec.org

CREC STATEMENT OF AGREEMENT
CONTRACT NO 77000 - 00948

Seller: Capitol Region Education Council (CREC)
111 Charter Oak Avenue, Hartford, CT 06106
Buyer: NEW HAVEN PUBLIC SCHOOLS
54 MEADOW STREET
NEW HAVEN, CT, 06519-1743
Regarding: PL - Equity Training - 09.18.20
Date: 9/22/2020
Services to be performed: CREC Resource Group will provide up to nine (9) hours of professional development in the area of Anti-Racist Education.
Contract Sum: \$2,250.00
Contract Schedule: 7/1/2020 – 6/30/2021
Contact: Stephanie Skiba, Assistant Principal

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND MADE PART OF HEREOF (THIS AGREEMENT, COLLECTIVELY WITH THE TERMS AND CONDITIONS, THE (CONTRACT)).

TO THE EXTENT OF ANY CONFLICT BETWEEN THE CONTRACT AND ANY OTHER DOCUMENT, THE CONTRACT SHALL PREVAIL.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered, pursuant to proper authority, as of the day and year first written above.

09/22/2020

Greg Florio

Date

Authorized Representative, CREC

09/22/2020

Amy Karwan

Date

Division Director, CREC Resource Group

Date

Authorized Representative, NEW HAVEN PUBLIC SCHOOLS

For Internal Use Only

J: 00948

Program #: 77000 \$2,250.00 TTCC
SOA #: 77000 - 00948

THIS IS NOT AN INVOICE

CREC STANDARD TERMS AND CONDITIONS OF SALE

These CREC Standard Terms and Conditions of Sale are applicable to the Statement of Agreement by and between CREC and Buyer ("Agreement", which together with these CREC standard terms and conditions of sale collectively, the "Contract") to which it is attached. Terms that are not defined where used herein are defined in the Agreement.

- 1) Purchase of Goods and Services. Buyer agrees to purchase from CREC and CREC agrees to sell to Buyer the Goods and/or Services pursuant to the Contract.
- 2) CREC's Obligations.
 - (a) Time of Performance. CREC shall perform the Services and/or deliver the Goods in a timely and diligent manner, and in accordance with the Contract Schedule.
 - (b) CREC Resources. CREC shall provide at its expense the facilities, equipment, materials, services, and other resources necessary to deliver the Goods and/or perform the Services.
 - (c) Compliance. CREC shall comply with all applicable laws when performing the Services and/or providing the Goods.
 - (d) Insurance. CREC shall be responsible for purchasing and maintaining CREC's usual insurance, which insurance, at a minimum, shall consist of general liability insurance (\$1 million each occurrence and \$2 million aggregate), workers compensation and employers liability insurance (statutory amount) and professional liability insurance (\$1 million each occurrence and \$3 million aggregate). A certificate of insurance evidencing the foregoing shall be provide upon request.
- 3) Buyer Obligations. Buyer will facilitate CREC's delivery of the Goods and/or performance of the Services and perform any other Contract tasks required of Buyer ("Buyer Responsibilities"). CREC's failure to perform the Contract shall be excused to the extent that CREC provides Buyer with written notice that such nonperformance results from Buyer's failure to perform any Buyer Responsibilities.
- 4) Contract Sum and Payment. CREC shall invoice Buyer on a monthly basis for Goods delivered to or Services performed for Buyer based upon the Contract Sum. Buyer shall pay invoices within thirty (30) days of the date of Buyer's receipt of an invoice. In the event Buyer fails to pay any amount due and owing to CREC under the Contract, such past due amounts shall be subject to interest charges equal to 1% per month.
- 5) Delivery. Goods shall be delivered to and/or Services shall be performed at the location(s) identified in the Agreement.
- 6) Ownership of Materials. All documents or information prepared or disclosed by CREC pursuant to the Contract, and all related intellectual property rights, shall remain CREC's property. CREC grants Buyer a non-exclusive, non-transferable license to such intellectual property rights solely for Buyer's use of the Goods or Services. CREC warrants and represents that it owns all right, title and interest in and to the Goods or Services, or if not the owner, CREC has full authority to sell the Goods or Services on behalf of such owner. CREC further warrants that the Goods are free from any and all security interests, claims, demands, liens or other encumbrances.
- 7) Warranty. For a period of six (6) months from the delivery date of the Goods, CREC warrants to Buyer that the Goods shall materially conform to the description in the Contract and shall be free from material defects in material and workmanship. CREC shall repair or replace, at its expense and as its sole obligation, any Goods that are materially defective or nonconforming.
- 8) Indemnity. To the extent permitted by law, each party shall indemnify, defend and save the other party, its officers, directors, employees and affiliates harmless from any loss, cost or expense claimed by third parties for property damage and/or bodily injury, including death, if such loss, cost or expense arises in any degree from the negligence, gross negligence or willful misconduct of a party or its employees or affiliates in connection with the Contract.
- 9) Force Majeure. Any delay or failure of either party to perform under the Contract shall be excused to the extent caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, change in law or other act of government or any other cause beyond such party's reasonable control.
- 10) Term and Termination or Suspension. The term of the Contract shall begin on the Contract Date and shall end on the date of the last delivery of the Goods or final performance of the Services. The Contract may be terminated prior to full delivery of the Goods or performance of the Services by either party, immediately, upon written notice thereof, if (i) the other party fails to timely pay any required payment under the Contract when due, which failure continues for ten (10) business days; or (ii) the other party breaches any of its nonmonetary material Contract obligations and such breach is not cured within thirty (30) days following receipt of the written notice thereof; provided that if such breach cannot reasonably be cured by the breaching party within such thirty (30) day period and the breaching party has diligently pursued the remedying of such breach within such thirty (30) day period, such cure period shall be extended by the amount of time reasonably required by the breaching party to cure such breach.

THIS IS NOT AN INVOICE

- 11) LIMITATION OF LIABILITY. CREC'S LIABILITY TO BUYER UNDER THE CONTRACT SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE CONTRACT, PLUS, (ii) FOR DAMAGES CREC IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES, PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO BUYER, AN AMOUNT EQUAL TO THE TOTAL CHARGES PAID BY BUYER TO CREC.
- 12) WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 13) Miscellaneous.
 - (a) Independent Contractors. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of the Contract shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
 - (b) Assignment. CREC may not assign any of its rights, duties or obligations under the Contract to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of the Contract.
 - (c) Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.
 - (d) Severability. Whenever possible, each provision of the Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of the Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Contract, it being the parties' intention that each and every provision of the Contract be enforced to the fullest extent permitted by applicable law.
 - (e) Modification. The Contract may be modified only by a written agreement signed by all the parties.
 - (f) Governing Law. The Contract shall be deemed to be made under the laws of the State of Connecticut and for all purposes shall be governed by and construed in accordance with the law thereof.
 - (g) Entire Agreement. The Contract is the entire agreement of the parties concerning the subject matter thereof, and in executing the Contract no party has relied upon any statements, representations or agreements, whether oral or in writing, relating to the subject matter thereof, except as is expressly set forth therein.
 - (h) Notices. Any notice pursuant to the Contract shall be given in writing by (a) personal delivery, or (b) reputable national overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible confirmed facsimile transmission sent to the intended addressee at the address set forth in the Agreement, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to the Contract shall be as set forth in the Agreement.
 - (i) Counterparts. The Agreement may be executed by the parties in separate counterparts, each of which may contain less than all of the parties' signatures, but all of which together shall constitute one and the same instrument.
 - (j) No Third-Party Beneficiary. Nothing contained in the Contract shall be deemed to confer upon any person or entity any right as a third-party beneficiary of the Contract.

Goal 5 - Unwavering Commitment to Equity, Growth and Progress If all district stakeholders participate in a cycle of continuous improvement with the focus on high expectations and the equitable distribution of resources, then we will assure that all children will receive a quality education with a variety of experiences and outcomes.

d. Why do you believe this Agreement is fiscally sound?

It is fiscally sounds because it improved teacher\educator skills and expertise, and since the training is remote will save cots on travel.

10. What are the implications of not approving this Agreement?

This training helps the school in developing a cohesive plan to identify and address systemic racism and that impact on student achievement and their well-being. With this contract we are looking at all aspects of education including educators pedagogies and relationships affected by biases and macroaggression's which impacts students and learning.

Rev: 8/10/2020



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Capitol Region Education Council Expert Solutions

FOR DEPARTMENT/PROGRAM:

Lincoln Bassett Community School

This Agreement entered into on the 12 day of October 2020, effective October 12, 2020, the 12th day of October, 2020, by and between the New Haven Board of Education (herein referred to as the “Board” and, Capitol Region Education Council Expert Solutions located at, 111 Charter Oak Avenue, Hartford CT 06106 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$250 per day, hour or session, for a total of nine days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: Two thousand, two hundred, fifty dollars (\$2,250.00). 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 School Improvement Grant **Program** of the New Haven Board of Education, **Account Number:** 2531-6299-56694 **Location Code:**0020.

This agreement shall remain in effect from October 12th , 2020 to June 12th , 2020.

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

Over the course of the 2020-2021 academic year, CREC Resource Group will provide 9 hours of professional earning on Antiracism in Education. These hours will be delivered in virtual sessions no shorter than 90 minutes each.

The content for these sessions will include: Social Identity, Bias, The Words we Use (Microaggressions), Privilege, Cultural Competency, Culturally Relevant Pedagogy (instructional strategies), Bias Intervention Strategies.

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.

Greg Florio

Contractor Signature

President
New Haven Board of Education

09/22/2020

Date

Date

Greg J. Florio, Ed.D.
Executive Director
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.

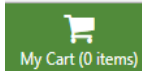
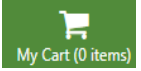



CREC Partnership Pledge

At CREC, we take a team approach to providing the highest quality service in a safe environment for you and your school/district community. We invite you and members of your school/district to join us in maintaining a safe environment for all.

Our pledge to you	Your pledge to us
<ul style="list-style-type: none"> ✓ Provide safe care and services to all ✓ Agree to approach our work with equity at the fore: implementing inclusive and anti-racist practices; helping colleagues apply and expand an equity mindset ✓ Continue virtual services, including telehealth services, when effective ✓ Use personal protective equipment and cleaning and disinfecting products ✓ Follow required protocols for monitoring the health of our providers ✓ Listen to and answer your questions and concerns ✓ Communicate openly and frequently ✓ Take proactive steps to act with heart and courage to create a community in which the humanity and dignity of every person is nurtured and preserved 	<ul style="list-style-type: none"> ✓ Provide a safe setting for services ✓ Allow telehealth services and promote effective implementation ✓ Use personal protective equipment and cleaning and disinfecting products ✓ Comply with required protocols for monitoring health and safety, including disclosing potential COVID-19 exposure ✓ Provide up to date communications and ask questions to build understandings as changes occur ✓ Join us in making a commitment to act with heart and courage and to create a community in which the humanity and dignity of every person is nurtured and preserved

MUNIS – CUSTOMER SELF SERVICE (CSS)

1. **Register** to create an account. (<https://munisess.crec.org/MSS/citizens/>)
2. Once registered, On Left side – Click on **General Billing**
 - **Customer Number***: Type your Customer Number as seen on the upper right side of CREC’s Invoice.
 - **Zip***: Type your **EXACT** Zip Code as seen on CREC’s Invoice. (i.e. 06106 or 06106-3199).
 - **Bill Number***: same as Invoice Number as seen on upper right side of our Invoice. There should be 6 or 8 digits. (i.e. 187544 or 18754401)
 - **Exclude paid bills**: Check the box directly across. Below that is another check box **“Remember these Values”** - by checking this box once, all bills with a zero balance will not be seen and you will not need to enter your customer number, zip code or invoice number again.

***Required information.**
3. All unpaid invoices will emerge with a check in the box. Uncheck the ones you are not paying today. Click on “Add to Cart” at the bottom. Your shopping cart  (top right corner) will state the number of invoices you are paying for and total amount.
4. **Shopping Cart**: By clicking on your shopping cart (upper right corner ) a small box will emerge showing what you are paying for with a total amount. Click on “Review” which takes you to your **Shopping Cart Review** showing exactly what you have chosen to pay. Proceed to click **“Pay”**.
5. **Pay**: A total is now calculated with the invoices you have chosen to pay. If you desire to make a partial payment, please change the amount under **Payment Amount** at this point. If you have selected multiple invoices/bills and want to partially pay them, update the amount and then click [CALCULATE SUBTOTAL](#) to update the total. Next click on “Continue” to proceed forward to 1030the Official Payment page. Here you have the choice to pay via Visa/MasterCard Debit, E-Check or Visa/Mastercard/Discover Credit Card. Click  to complete paying the selected invoices.
6. **Checkout**: Review what you are paying. Click Continue to proceed.
7. **Official Payments**: Choose which payment method you prefer. Click on . Your payment amount, service fee and total payment will display. Click  to agree to terms and conditions and then continue. Enter the information required, click on Continue. You will receive an email confirmation. You will automatically be redirected back to CREC’s CSS (Customer Self Service) log-in page.