



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 Augustine Drive, Suite 170, Brattleboro, VT 05301

Business Phone: (802) 254-8718

Business email: info@high5adventurelearning.org

Funding Source & Acct # including location code: Alliance Grant – Culture & Climate, account # 2547-6108-56694, Location Code: 0000

Principal or Supervisor: Typhanie Jackson

Agreement Effective Dates: From 07/01/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate.

Total amount: \$76,423

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

High 5 Adventure Learning will provide services for New Haven Public School students participating in the Project Pride program, to part and learn various activities, such as

- Low Elements in Trees (Mohawk Iron workers Walk, Team Triangle)
- High Elements on Poles, Pod 1 (Burma Bridge, Multiline Traverse, dual belay, Voyageur Crossing reuse disk on site, pamper pole)
- High Elements on Poles, Pod 2 (Dangle Duo, Vertical Play Pen, Islands in the sky, dual belay, HC Swing, Caterpillar, High guy wires).
- To include shipping and handling, site planning/consulting, training for staff , tree removal, and setting up of poles.

Submitted by: Typhanie Jackson, Executive Director Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Director of Special Education/Student Services
Date: May 17, 2022
Re: Installation Ropes Course Hi Five 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 Five Adventure Learning
2. **Description of Service:**
To provide inspection of ropes course facility as well as installation of ropes course elements in order to provide a full ropes course experience which includes building self-confidence, communication, cooperation and team building.
3. **Amount of Agreement and hourly or session cost:** \$76,423
4. **Funding Source and account number:** Alliance Grant – Culture & Climate, account # 2547-6108-56694, Location Code: 0490
5. **Continuation/renewal or 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: limited companies provided this service within new England -comparable prices
 - 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 is highly specific and takes professionals who are trained and certified to install ropes courses
6. **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? This is not professional development
 - b. After School or Extended Hours Program? no
 - c. School Readiness or Head Start Programs? no

- d. Other: (Please describe)project pride –social emotional learning experience for students

7. 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
- 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 it would provide opportunities for professional development across the district in addition to providing continued SEL support for students

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. The contractor has specific skills directly related to ropes course installation
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Quotes
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor:
Research of area companies, selected based on experience and previous relationship

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?
This contractor will build the course in order to build our social emotional learning supports for student as well as providing professional learning experiences for educators. Their performance will be measured with direct oversight and the ability to utilize the course upon completion of the project
- 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?
This is aligned to the district continuous improvement plan as to addressing the whole child by providing social emotional learning experiences for students and staff.

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

I believe this agreement is fiscally sound because it provides a long term opportunity for students and staff that may not otherwise have such experience. Additionally, the value to promoting leadership and self-confidence has long term impact on students.

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

Students would not have this unique experience that will help to build their SEL skills for a lifetime.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

High 5 Adventure Learning

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 16th day of May, 2022, effective (*no sooner than the day after Board of Education Approval*), the 1st day of July, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, High 5 Adventure Learning located at, 130 Augustine Drive, Suite 170, Brattleboro, VT 05301 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor \$21,250 in advance before beginning the work in order to secure lumber needed to perform and start the job for the setting up of:

- Poles and Setting –
 - 7 – 45’ II poles
 - 1 – 45’ III pole

The Board shall pay the contractor for satisfactory performance of services required the amount of \$76,423, breakdown as follows:

- Session trainings for students - \$7,135.00
 - 3 members @ \$795.00 each - Adventure Basics: Level 1 Training (5-day) At High 5 in Brattleboro VT - \$2,385
 - 2 members @ \$720.00 each - Beyond Basics: Level 2 Training (4-days) At High 5 in Brattleboro VT - \$1,440
 - 2 members @ \$1,655.00 each - Technical Skills Training at your site 2 days - \$3,310
- Shipping & Handling \$150.00,
- Site Planning/Consulting \$5,718.00
- Tree removal - \$10,240.00
- Equipment - \$53,180

The maximum amount the contractor shall be paid under this agreement: **Seventy-Six Thousand Four Hundred Twenty-Three Dollars (\$76,423)**. 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 Alliance Grant – Culture & Climate of the New Haven Board of Education, Account Number: 2547-6108-56694, Location Code: 0490.

This agreement shall remain in effect from July 01, 2022 to June 30, 2023

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

High 5 Adventure Learning will provide services for New Haven Public School students participating in the Project Pride program, to part-take and learn various activities, such as

- Low Elements in Trees (Mohawk Iron workers Walk, Team Triangle)
- High Elements on Poles, Pod 1 (Burma Bridge, Multiline Traverse, dual belay, Voyageur Crossing reuse disk on site, pamper pole)
- High Elements on Poles, Pod 2 (Dangle Duo, Vertical Play Pen, Islands in the sky, dual belay, HC Swing, Caterpillar, High guy wires).
- To include shipping and handling, site planning/consulting, tree removal and training for staff members.

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'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

5/16/2022

Date

Date

Director of Design and 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.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. High 5 Adventure Learning Center, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 130 Austine Drive, Suite 170	Requester's name and address (optional)
6 City, state, and ZIP code Brattleboro, VT 05301	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
0	3			-	0	3	6	3	8 9 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Todd Brown

Date ► **1/10/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.