



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Thabisa, LLC.

Doing Business As, if applicable:

Business Address: 104 Knollwood Dr., New Haven Ct 06515

Business Phone: (781)789-0325

Business email: info@thabisamusic.com

Funding Source & Acct # including location code: ARP ESSER III Carryover:
2553-6399-56694-0012

Principal or Supervisor: Dr. Nicholas Perrone

Agreement Effective Dates: From July 1, 2023 to September 30, 2023.

Hourly rate or per session rate or per day rate.

Total amount: \$1,250.00

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

This partnership will provide an artist for our Guest Artist Program in order to expose K-8 students to a diverse group of local artists with connections to our community, our culture, and our goals, in an effort to enrich all students and encourage higher order thinking skill development. Guest artists will work with one grade level to complete a long-term product such as a performance, art installation, or collection of student work to share with the school in a virtual or physical gallery.

Submitted by: Dr. Nicholas Perrone Phone: (475)220-8000



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Perrone, principal of Edgewood School
Date: 5/1/23
Re: Agreement with Thabisa, LLC.

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:** Thabisa, LLC.
2. **Description of Service:** This partnership will provide an artist for our Guest Artist Program in order to expose K-8 students to a diverse group of local artists with connections to our community, our culture, and our goals, in an effort to enrich all students and encourage higher order thinking skill development. Guest artists will work with one grade level to complete a long-term product such as a performance, art installation, or collection of student work to share with the school in a virtual or physical gallery.
3. **Amount** of Agreement and hourly or session cost: \$1,250.00
4. **Funding Source** and account number: ARP ESSER III Carryover: 2553-6363-56694-0012
5. Approximate number of staff served through this program or service: n/a
6. Approximate number of students served through this program or service: 405
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No
 - b. What would an alternative contractor cost: n/a
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
This is not a service staff can provide.
In order to accommodate the number of students in K-8 we will have to get resources from within the art community of New Haven.

8. 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? This is not Professional Development. It is a student program.
- b. After School or Extended Hours Program? (N/A)
- c. School Readiness or Head Start Programs? (N/A)
- d. Other: (Please describe)
This is a Guest Artist program to expose and work with our k-8th grade students to enrich and encourage higher order thinking skill development.

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Yes
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Yes; Local
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Renewal/continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, this will provide examples for staff about ways they can connect with our students in creative ways.

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:

Each artist has extensive experience within their field. Some examples of their artwork include both domestic and international murals; musical, theatrical, and dance performances; gallery exhibits; and local markets.

Name	Website/Instagram profile
Kwadwo Adae (AGOC, LLC)	https://www.instagram.com/kwadwo.adae/
Terone Montgomery (Threads by Tea)	https://www.instagram.com/threadsbytea/
Thabisa Music (Thabisa, LLC)	https://www.instagram.com/thabisamusic/ www.thabisamusic.com
Candyce John (MarshunArt)	https://www.instagram.com/marshunart/
Lisa Bergmann	https://www.instagram.com/lisafominha/
Ekaterina Vetrov	https://www.instagram.com/katyavetrov/
Allen Jackson (Dooley-O)	https://www.instagram.com/dooleyo/

Danica Hawkins	See resume
Noe Jimenez	https://www.newhavenarts.org/arts-paper/articles/no%C3%A9-jimenez-living-breathing-art
Isaac Bloodworth	https://www.instagram.com/way_ward_17/

- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Recommendations from artist co-op non-profit, other schools, and former partners of the school who volunteered in the past
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A
- d. Who were the members of the selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. n/a

11. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?
~This program will focus on arts integration, education, and student empowerment while working with one grade level to complete a long-term product (e.g., Performance, Art Installation, or Collection of student work to share with the school in a virtual showcase or physical gallery).
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal; positive feedback data was gathered regarding the partnership. Results indicated that students and staff gained skills in various art forms as well as areas of higher-order thinking.
 - c. How is this service aligned to the District Continuous Improvement Plan?
This experience closely aligns with Goals 3-5. It will help develop the whole child by providing hands-on experiences with a professional artist that will encourage higher-order thinking and creative expression. For some students, this experience seeing a local artist as an entrepreneur may inspire them to pursue their own business. The artists will speak about their identities and encourage students to celebrate their own identity; this supports a commitment to equity and culturally relevant pedagogy. It also shows representation to students of color by seeing someone who may look like them and is successful in their career.
12. Why do you believe this Agreement is fiscally sound? This agreement puts funds directly into local entrepreneur artists. Their work in a K-8 school setting is more closely aligned to volunteering since their time is much more valuable than we can ever compensate. It's quite a deal when you think about all the benefits.
13. What are the implications of not approving this Agreement? Students will not have a potential life-changing experience.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Thabisa, LLC.

FOR DEPARTMENT/PROGRAM:

Edgewood Creative Thinking Through STEAM Magnet School

This Agreement entered into on the 12th day of June 2023, effective (*no sooner than the day after Board of Education Approval*), the 13th day of June, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Edgewood Magnet School located at, 737 Edgewood Ave., New Haven, CT 06515 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$200 per session, for a total of 5 sessions; and \$250 for materials and supplies ($\$200 \times 5 + \$250 = \$1,250$).

The maximum amount the contractor shall be paid under this agreement: _____ (\$1,250.00). 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 Edgewood Magnet School **Program** of the New Haven Board of Education, **Account Number:** ARP ESSER III Carryover: 2553-6363-56694
Location Code: 0012.

This agreement shall remain in effect from **July 1, 2023 to September 30, 2023**

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

This partnership will provide an artist for our Guest Artist Program in order to expose K-8 students to a diverse group of local artists with connections to our community, our culture, and our goals, in an effort to enrich all students and encourage higher order thinking skill development. Guest artists will work with one grade level to complete a long-term product such as a performance, art installation, or collection of student work to share with the school in a virtual or physical gallery.

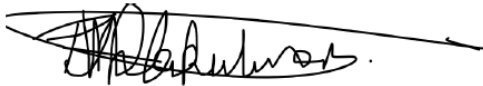
Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contractors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

President
New Haven Board of Education

05/05/23

Date

Date

Thabisa Rich
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.