



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Arts for Learning CT

Doing Business As, if applicable: N/A

Business Address: 1 Evergreen Avenue, Suite 33 - Hamden, CT 06518

Business Phone: (203) 230-0921

Business email: jmparker@aflct.org

Funding Source & Acct # including location code:

- ESSER II:
 - o 2552-6363-56697 Location Code: 0013 (Daniels - \$9,900)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 11/14/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate.
(\$150 x 66 sessions, 1 hr. each; \$9,900/Daniels)

Total amount: (\$9,900)

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

- Arts for Learning, CT will provide programming that engages students in their unique art forms, offering instruction in the art form itself and then guiding the creation of unique student artwork, which will later be presented through community showcases.

Submitted by: Jubie Lopez

Phone 8-1436



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gemma Joseph Lumpkin
Date: November 7, 2022
Re: Arts for Learning, CT Agreement – John Daniels School

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, CT
2. **Description of Service:** Arts for Learning, CT will provide programming that engages students in their unique art forms, offering instruction in the art form itself and then guiding the creation of unique student artwork, which will later be presented through community showcases. Programs will be based on AFLCT's pedagogy which focuses on Social and Emotional Learning and Culturally Responsive Teaching, and will be implemented in partnership with our after-school program leaders at each school Teaching Artists and art forms will be chosen in collaboration with these school partners, and will likely include dance and movement, spoken word poetry and writing, music and drumming, and theatre.
3. **Amount of Agreement and hourly or session cost:**
(\$150 x 66 sessions, 1 hr. each; \$9,900/Daniels)

Total amount: (\$9,900)
4. **Funding Source** and account number:
ESSER II Grant 2552-6363-56697 -0013 (Daniels)
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 30
7. **Continuation/renewal or new Agreement? New**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. No
 - b. What would an alternative contractor cost:
 - i. Comparable theatre workshops would cost \$150.00 - \$350.00 per 1 hr. session
 - c. If this is a continuation, when was the last time alternative quotes were requested?

- i. New Agreement
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. No, the activity requires trainings specific to Theatre and the Arts.

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. No
 - ii. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program?
 - i. After School
- c. School Readiness or Head Start Programs?
 - i. No
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
 - i. No
- b. Is the Contractor Local?
 - i. Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
 - i. Yes
- d. Is the Contractor a public corporation?
 - i. Yes
- e. Is this a renewal/continuation Agreement or a new service?
 - i. New
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i. No, N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. No

10. 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.
 - i. Arts for Learning, CT have worked with New Haven's students and continue to provide programming specific to the expressive Arts for New Haven Public Schools. Arts for Learning, CT have demonstrated an ability to engage and encourage our students in meaningful activities that promote positive expression
- b. How was the Contractor selected?
 - i. RFQ process
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. The contractor serves as a provider specializing in theatre activities for NHPS students. The Arts for Learning CT program submitted the *Request for Qualifications* (RFQ) forms and meet the criteria for serving as an NHPS

contractor. They have proven to be a reliable partner providing enrichment activities for NHPS students.

- d. Who were the members of the selection committee that scored bid applications?
 - i. The selection committee members are staff that have extensive experience with academic and enrichment programs in the City of New Haven.
- 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?
 - i. The program staff provide activities, which engage all students in purposeful, supportive and meaningful physical activities that coherently support the health and well-being of students and support positive expression through role-playing and Art.
 - ii. Services will be monitored using the APT tool, which assess the overall quality of the programs staffing, staff's engagement with students and families, collaboration with NHPS staff, transitioning of students and activities offered. The evaluation team consist of the Building Leader with a team, which may consist of other NHPS staff, parents and community members. APT raters observe and score staff interactions (manner, affect, and tone of voice) with youth and families. The observers rate areas such as:
 - 1. Are staffs greeting students and families
 - 2. Transitioning of students
 - 3. Does the space provide appropriate room for all youth and staff?
 - 4. The ability of staffs to communication with youth and/or their families in their language(s).
 - 5. The support staff provide in assisting youth with organizing and preparing themselves to do their homework.
 - 6. Staffs adjustments and accommodations for students based on their experiences and needs and that
 - 7. Staffs use of simple reminders and redirection to support positive behaviors.
 - 8. Dismissal Process
- 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?
 - i. Arts for Learning activities engage all students in purposeful, supportive and meaningful learning experiences that coherently support and challenge students to improve in academics and engage in positive social-emotional development activities.

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

- a. This agreement provides high quality service from a well-known and reputable vendor at a reduced and reasonable cost.

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

- a. Students will not have the opportunity to participate in activities that promotes mental and physical health. Students will not be able to engaged in activities, which allow them to express themselves in a positive manner.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Arts for Learning CT

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement

This Agreement entered into on the 14th day of November 2022, effective (*no sooner than the day after Board of Education Approval*), the 15th day of November, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Arts for Learning, CT located at, 1 Evergreen Avenue, 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 \$150 x 66 sessions, 1 hr. each; (\$9,900) at John Daniels School.

The maximum amount the contractor shall be paid under this agreement: Nine Thousand-Nine Hundred- dollars and no cents (\$9,900). 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 ESSER II **Program** of the New Haven Board of Education, Account Number: 2552-6363-56697 Location Code: 0013

This agreement shall remain in effect from 11/15/2022 to 6/30/2023.

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

- Arts for Learning, CT will provide programming that engages students in their unique art forms, offering instruction in the art form itself and then guiding the creation of unique student artwork, which will later be presented through community showcases. Programs will be based on AFLCT’s pedagogy which focuses on Social and Emotional Learning and Culturally Responsive Teaching, and will be implemented in partnership with our after-school program leaders at each school Teaching Artists and art forms will be chosen in collaboration with these school partners, and will likely include dance and movement, spoken word poetry and writing, music and drumming, and theatre.

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

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

10/18/22

Date

Date

John-Michael Parker, Executive Director
Contractor Printed Name & Title

Revised: 9/27/21



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.

Arts for Learning Connecticut // 2022-23 NHPS Academic Year Proposal

9/30/22

Description of Services

Arts for Learning Connecticut (AFLCT) is the state's largest provider of arts learning programs. With 75+ diverse Teaching Artists on our roster, we have a breadth of programming available that can be customized to fit your needs. While we will outline a few potential after-school and weekend program designs here (based on successful after school work at two NHPS schools—Clemente and Conte—during the 2021-22 school year), we would be happy to design something that is responsive to a given school's unique circumstances and interests, and tailored to student age, interest, ability, and any other relevant context. Learn more at <https://directory.aflect.org/programs>.

Over the course of a full year (and on weekends, per request), AFLCT can provide Teaching Artists for extended creative residencies. These could focus on a variety of creative modalities, including: improv theater (which we have successfully led at John C Daniels for a number of years), dance, visual art, music production, spoken word poetry, and much more. These programs would be age-appropriate, and designed to use inherently engaging creative experiences to encourage youth development.

Our programs could range in length from a one-session engagement to a full 9-month engagement, with weekly activities. We find that after-school programs are best in the 45-60 minute range, and our Teaching Artists are capable of working with up to 3 different groups, in succession, during the afterschool period. Weekend programming could be extended, so that programs are on the order of 2-4 hours and provide even more student engagement. Our arts learning programs can focus on a single Teaching Artist and artform, or they can cycle through a variety of Teaching Artists in order to provide more exposure to students. They can also feature a culminating event, which gives the opportunity for students to showcase their original work.

It is also important to stress that our programs are age-appropriate and relevant given a group of students' education and emotional development. We are able to tailor programs toward younger audiences (with, e.g. more of a literacy focus, featuring storytelling, puppetry, and simple visual art), or toward older audiences (with, e.g. more of a personal narrative or even pre-professional arts skills development focus, featuring spoken word poetry, dance, or music). Given our breadth of Teaching Artists and our wide range of experience serving students across Connecticut, we are able to find the right fit for each school and community!

Cost per session

Each session (up to 60 minutes) costs \$150.

Hours per session

Each individual session, for the purposes of budgeting, can last up to 1 hour. We are able to provide up to 3 back to back sessions in an afternoon to serve multiple groups of students.

Total number of students per session

Each session can contain up to 25 students, depending on the activity. Some art forms (e.g. dance) can accommodate larger groups, while others (e.g. sculpture) are best suited to smaller groups.

Schools of interest

We know that Roberto Clemente is interested in our work again this year and believe that we had a successful experience at Conte last year. However, we'd be happy to work with any school in the district!

Please contact jmparker@aflect.org or call 203-230-8101 to learn more!