Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Bridge & Tunnel Crowd, LLC

Doing Business As, if applicable:

Business Address: 108 Harrison Street, New Haven, CT 06515

Business Phone: 203-589-6957.

Business email: win.vitkowsky@gmail.com

Funding Source & Acct # including location code:

ESSER II: Elementary and Secondary School Relief Fund II

Acct #'2552-6363-56694-SS44

Principal or Supervisor: Cari Strand

Agreement Effective Dates: From <u>07/11/22</u> To <u>07/21/2022</u>.

Hourly rate or per session rate or per day rate. \$781.25 includes supplies & materials.

Total amount: \$6,250

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

Graffiti Art & Mural Immersion Program @ HSC Course description: During this two week program, students will learn the social history of graffiti art in the Tri-State area through documentaries, interviews, and trips to legal graffiti "halls of fame" before designing and assisting in the production of a mural. Week One provides students with the foundational knowledge of graffiti's evolution from the subways of New York City to international recognition. During this time, participants will critique murals and graffiti art; learn about different mediums and techniques; and draw letters, characters and backgrounds on paper. During Week Two students will collectively design a mural for their school and work with New Haven muralists and graffiti artists to execute it.

Submitted by:	<u>Cari Strand</u>	Phone:	<u>475-220-6200</u>
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Win Vitkowsky 203.589.6957



Graffiti Art & Mural Immersion Program @ HSC

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Cost	Time
\$6,250.00	July 7-21



Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Cari Strand, High School in the Community

Date: May 12, 2022

Re: Bridge & Tunnel Crowd, LLC and HSC

Please <u>answer all questions and attach any required documentation as indicated below</u>. 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: Bridge & Tunnel Crowd, LLC

- 2. **Description of Service**: Graffiti Art & Mural Immersion Program @ HSC Course description: During this two week program, students will learn the social history of graffiti art in the Tri-State area through documentaries, interviews, and trips to legal graffiti 'halls of fame' before designing and assisting in the production of a mural. Week One provides students with the foundational knowledge of graffiti's evolution from the subways of New York City to international recognition. During this time, participants will critique murals and graffiti art; learn about different mediums and techniques; and draw letters, characters and backgrounds on paper. During Week Two students will collectively design a mural for their school, and work with New Haven muralists and graffiti artists to execute it.
- 3. Amount of Agreement and hourly or session cost: \$6,250
- 4. **Funding Source** and account number:

ESSER II : Elementary and Secondary School Relief Fund II Acct # 2552-6363-56694-SS44

- 5. Approximate number of staff served through this program or service: 1
- 6. Approximate number of students served through this program or service: 30
- 7. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. Not a continuation
- b. What would an alternative contractor cost:
 - i. HSC worked with another muralist earlier this year and the cost of service for this project is competitive.
- c. If this is a continuation, when was the last time alternative quotes were requested?

- i. Not a continuation
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. We do not have in-house muralists at HSC, but one of the aims of this project is to offer enrichment opportunities for students, as well as professional development through field practice for our Art teacher.

8. 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?
 - 1. This enrichment programming will serve as professional development through field work for our Art teacher. In the future, the HSC art teacher may be able to take on or play a larger role in partnering to lead this type of work.
- b. After School or Extended Hours Program?
 - i. Summer program during regular summer program hours (mornings)
- 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. No
- d. Is the Contractor a public corporation?
 - i. No
- e. Is this a renewal/continuation Agreement or a new service?
 - i. New Service
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i. Not a renewal
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. Yes. Bridge and Tunnel Crowd will teach HSC teachers how to run mural projects with students so that HSC can host enrichment opportunities like this one in the future.
- 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:

- i. Common Ground Website Bio
 - 1. https://commongroundct.org/win-vitkowsky/
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Contractor has a history of success working with New Haven teenagers and the rate offered is competitive.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. Win Vitowsky is a New Haven teacher and has experience successfully engaging youth in mural projects. His quote is comparable to other muralists in New Haven.
- d. Who were the members of the selection committee that scored bid applications?
 - i. Dianna Carter, Julia Melbourne, Cari Strand
- 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. HSC has a social justice theme, and the graffiti art examined and created will address social injustices and current issues. Further, it is a Social Emotional Learning initiative, as students can express themselves through their art.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - i. No
- c. How is this service aligned to the District Continuous Improvement Plan?
 - i. The 2020-2024 District Continuous Improvement Plan lists engaging instruction; build teacher capacity to implement curriculum through purposeful, meaningful, and supportive instruction that integrates social-emotional needs with a focus on rigor and relevance to students. This program will not only provide students with relevant and engaging learning, but will also serve as PD for our Art Teacher. The plan also states a goal for safe school environments and it is clear that when students take ownership of their school building and feel a sense of belonging they are more likely to build trusting and safe relationships with teachers, staff, and admin.
- 12. Why do you believe this Agreement is fiscally sound?
 - a. In comparing other muralists' quotes, and taking into consideration how student-led projects both increase our school culture and community and improve our suburban recruitment efforts, it is fiscally sound.
- 13. What are the implications of not approving this Agreement?
 - a. If not approved, student visual arts leaders will not be given the opportunity to take ownership of their school facility, which will have a negative impact on our school culture and community. Our Art teacher will not receive the professional development

experience of working alongside a muralist, so our students will not be able to engage in similar work in the future. Our school facility, which has not been updated since the 1980s will remain unappealing, which will impact our school recruitment efforts.

Rev: 8/2021



AGREEMENT By And Between The New Haven Board of Education AND

Bridge & Tunnel Crowd, LLC

FOR DEPARTMENT/PROGRAM:

High School in the Community

This Agreement entered into on the 12th day of May 2022, effective (no sooner than the day after Board of Education Approval), the 7th day of July, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Bridge & Tunnel Crowd, LLC located at, 108 Harrison Street, 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 \$781.25 per day, for a total of 8 days.

The maximum amount the contractor shall be paid under this agreement: <u>Six Thousand Two Hundred and Fifty Dollars</u> (\$6,250.00). Compensation will be made upon submission of <u>an itemized invoice which includes a detailed description of work performed and date of service.</u>

Fiscal support for this Agreement shall be by <u>ESSER II</u>: <u>Elementary and Secondary School Relief</u> <u>Fund II</u> **Program** of the New Haven Board of Education, **Account Number**: 2552-6363-56694 **Location**: SS44.

This agreement shall remain in effect from July 11, 2022 to July 21, 2022.

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

Graffiti Art & Mural Immersion Program @ HSC Course description: During this two week program, students will learn the social history of graffiti art in the Tri-State area through documentaries, interviews, and trips to legal graffiti 'halls of fame' before designing and assisting in the production of a mural. Week One provides students with the foundational knowledge of graffiti's evolution from the subways of New York City to international recognition. During this time, participants will critique murals and graffiti art; learn about different mediums and techniques; and draw letters, characters and backgrounds on paper. During Week Two students will collectively design a mural for their school, and work with New Haven muralists and graffiti artists to execute it.

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.

Win Vitkowsky 203.589.6957



Graffiti Art & Mural Immersion Program @ HSC

Course description: During this two week program, students will learn the social history of graffiti art in the Tri-State area through documentaries, interviews, and trips to legal graffiti 'halls of fame' before designing and assisting in the production of a mural. Week One provides students with the foundational knowledge of graffiti's evolution from the subways of New York City to international recognition. During this time, participants will critique murals and graffiti art; learn about different mediums and techniques; and draw letters, characters and backgrounds on paper. During Week Two students will collectively design a mural for their school, and work with New Haven muralists and graffiti artists to execute it.

Cost	Time
\$6,250.00	July 7-21

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 <u>may begin service no sooner than the day after Board of Education</u> 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.

Int the Start	
Vincent (Win) Vitkowsky Jr. Contractor Signature	President
	New Haven Board of Education
5/17/22_5/12/2022	
Date /	Date

Vincent Vitkowsky Jr. publisher, Bridge & Tunnel Crowd Contractor Printed Name & Title

Revised: 8/2021



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.

Revised: 10/2/18

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