

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Ice the Beef

Doing Business As, if applicable:

Business Address: 900 Chapel Street 10th Floor New Haven CT 06510

Business Phone: (203) 850-4847

Business email: www.icethebeef.org

Funding Source & Acct # including location code: Esser II Summer program, 2552-6363-56694-8847

Principal or Supervisor: Derek Stephenson

Agreement Effective Dates: From 7/5/22 to 07/29/22.

Hourly rate or per session rate or per day rate. Total amount: **\$7,296.00**

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

Ice the Beef will provide services including, but not limited to, youth services and community building, dismantling racism and discrimination, works to change poverty in red lined communities, mentoring, peer mediation /groups, field trips, and Fun Friday's celebratory expenses to augment the academic program in place between July 12, 2022 and July 29, 2022.

Submitted by: And Start Phone: 475-220-6700



Memorandum

To:New Haven Board of Education Finance and Operations CommitteeFrom:Derek StephensonDate:June 14, 2022Re:Ice the Beef funding

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: Ice the Beef
- 2. Description of Service: Ice the Beef will provide services including, but not limited to, youth services and community building, dismantling racism and discrimination, works to change poverty in red lined communities, mentoring, peer mediation /groups, field trips, and Fun Friday's celebratory expenses to augment the academic program in place between July 5, 2022 and July 29, 2022.
- 3. Amount of Agreement and hourly or session cost: \$7,296.00; \$384 per day for a total of 19 days
- 4. Funding Source and account number: Esser II Summer program, 2552-6363-56694-SS47
- 5. Approximate number of staff served through this program or service: 0
- 6. Approximate number of students served through this program or service: How many students? 35-50
- 7. Continuation/renewal or new Agreement? New Agreement Answer all questions:
 - a. If continuation/renewal, has the cost increased? N/A If yes, by how much? N/A
 - b. What would an alternative contractor cost: N/A no other identified contractor with similar programming
 - c. If this is a continuation, when was the last time alternative quotes were requested? N/A

d. For new or continuation: is this a service existing staff could provide. If no, why not? No. Staff is providing educational component of summer school programming. Certified staff does not offer the augmented scope of services that Ice the Beef affords.

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?
- b. After School or Extended Hours Program? NO
- c. School Readiness or Head Start Programs? NO
- d. Other: (Please describe) Summer School Program

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? Not-for-Profit Organization If yes, is it local or national? Local.
- d. Is the Contractor a public corporation? Yes.
- e. Is this a renewal/continuation Agreement or a new service? NO
- f. If it is a renewal/continuation has cost increased? N/A If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No.
- 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?
 - Ice the Beef will provide services including, but not limited to, youth services and community building, dismantling racism and discrimination, works to change poverty in red lined communities, mentoring, peer mediation /groups, field trips, and Fun Friday's celebratory expenses to augment the academic program in place between July 12, 2022 and July 29, 2022.
 - b. Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: https://www.icethebeefct.org/
 - c. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Ice the Beef had previously sub-contracted through Clifford Beers to provide wraparound services.

- d. Is the contractor the lowest bidder? N/A If no, why? N/A Why was this contractor selected? N/A
- e. Who were the members of the selection committee that scored bid applications? N/A
- f. 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 <u>specific need</u> will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?
 Ice the Beef will provide youth services and community building, mentoring, conflict peer mediation /groups, and home visits to support the needs of students. Performance will be measured and monitored through NHPS district program evaluations including student feedback surveys.
- b. If this is a **renewal/continuation service** <u>attach a copy of the evaluation or archival data</u> that demonstrates effectiveness. N/A
- c. How is this service aligned to the District Continuous Improvement Plan?

2 Culture and Climate -

2.1 - Safe School Environments: Strengthen and sustain safe, engaging, responsive environments within each of our schools and all district departments.

2.2 - Social and Emotional Growth: Increase accessibility of social, emotional, and physical health resources for all families, staff, and other stakeholder groups.

3 Youth & Family Engagement -

3.2 Extended Learning Opportunities: Provide students and families with increased access to extended learning opportunities through Saturday Academies, after-school programming, and mentoring.

3.3 - Support At-Risk Youth: Continue citywide and data-driven collaboration to identify and support the needs of our most at-risk and struggling students. Provide preventative and recuperative services for disengaged students.

3.4 - Attendance and Chronic Absenteeism: Increase the number of students arriving to school on-time, every day, and ready to learn.

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

Ice the Beef (contracted through Clifford Beers spring 2022) has proven they are an integral part of the success in reducing conflict between students. Outreach workers are deeply embedded in the city's youth culture and can quickly respond to conflict situations in the school (or community). Ice the Beef engages with school staff, students, and families to alleviate further harm. Outreach workers use positive reinforcement to build student

confidence, ability, and effective communication through mentoring, coaching, and mediation.

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

Summer school is offered by the city to reduce the educational gap occurring during the summer months while providing opportunity to stay on track for graduation. Ice the Beef is the one of the most important aspects of providing the mental health and social emotional supports needed during the summer months.

Not approving this agreement sets students' social and emotional growth back, leaves them unsupported during times of crisis as summer months are historically challenging for youth conflict, and fails to provide positive opportunities for growing and supporting our most at-risk youth.



AGREEMENT By And Between The New Haven Board of Education AND

Ice the Beef

FOR DEPARTMENT/PROGRAM:

Riverside Academy High School

This Agreement entered into on the 9th day of June, 2022, effective (*no sooner than the day after* <u>Board of Education Approval</u>), the 5th day of July, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Ice the Beet located at, 425 Sherman Pkwy, New Haven, CT 06511 (herein referred to as the "Contractor".

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of **\$384 per day for a total of 19 days.**

The maximum amount the contractor shall be paid under this agreement: Seven thousand two hundred ninety-six dollars (\$7,296). Compensation will be made upon submission of <u>an itemized</u> invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by **ESSER II Summer Program** of the New Haven Board of Education, **Account Number**: 2552-6363-56694 **Location Code**: SS47.

This agreement shall remain in effect from July 5, 2022 to July 29, 2022.

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

Ice the Beef will provide services including, but not limited to, mentoring, peer mediation/groups, field trips, and Fun Friday's celebratory expenses to augment the academic program in place between July 5, 2022 and July 29, 2022.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service <u>on contractor</u> <u>letterhead</u> 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 <u>may begin service no sooner than the day after Board of Education</u> <u>approval</u>.

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.

President New Haven Board of Education

Date

uda Walter Cotounder

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



900 Chapel Street 10th Floor New Haven CT 06510 (203) 850-4847

Scope of Service Invoice

Ice the Beef will provide services including, but not limited to, youth services and community building, dismantling racism and discrimination, works to change poverty in red lined communities, mentoring, peer mediation /groups, field trips, and Fun Friday's celebratory expenses to augment the academic program in place between July 12, 2022 and July 29, 2022.

\$384 per day for a total of 19 days.

The maximum amount \$7,296.00.