



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Care 4 Your Own Tree LLC

Doing Business As, if applicable:

Business Address: 3000 Whitney Avenue, New Haven, CT 06518

Business Phone: 203-633-4599

Business email: ourworld651@gmail.com

Funding Source & Acct # including location code:

- 21st Century C/O: 2579-6280-56697-0009 (\$10,000.00)
- 21st Century C/O: 2579-6280-56694-0009 (\$3,200.00)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 07/01/2022. To 09/30/2022.

Hourly rate or per session rate or per day rate.

- \$275.00 per 2-hour session for 48 sessions

Total amount: \$13,200.00

Description of Service: Please provide a one or two sentence description of the service.

Please do not write "see attached."

- Care 4 Your Own Tree LLC will service students during summer session for 24 days from July 5th to August 5th for two, 2 hours sessions of summer programming. Up to 40 students from Davis Street School will engage students in programming during summer recess. Sessions will be held at Davis Street school where students will participate in indoor and outdoor experimental activities such as arts and crafts painting and creating, and environmental studies planting and bird watching. Also, technology based social emotional learning through puppet workshops, script writing, voice-overs, acting, film/video, music, dance and robotics/drone exploration. Outdoor activities/exploration consists of cycling and walking to promote healthy habits for our youth.

Submitted by: Gemma Joseph Lumpkin Phone: (475) 220-1060



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gemma Joseph Lumpkin
Date: 06/07/2022
Re: Care 4 Your Own Tree 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:** Care 4 Your Own Tree LLC
2. **Description of Service:** Care 4 Your Own Tree LLC will service students for two, 2 hours sessions of summer programming for 24 days from July 5st to August 5th. Up to 40 students from Davis Street School will engage students in programming during summer recess. Sessions will be held at Davis Street school where students will participate in indoor and outdoor experimental activities such as arts and crafts painting and creating, and environmental studies planting and bird watching. Also, technology based social emotional learning through puppet workshops, script writing, voice-overs, acting, film/video, music, dance and robotics/drone exploration. Outdoor activities/exploration consists of cycling and walking to promote healthy habits for our youth.
3. **Amount of Agreement and hourly or session cost:**
 - a. \$275 per 2-hour session for \$13,200.00
4. **Funding Source and account number:**
 - a. 21st Century: 2579-6273-56697-0009 (\$10,000.00)
 - b. 21st Century: 2579-6273-56694-0009 (\$3,200.00)
5. Approximate number of staff served through this program or service:0
6. Approximate number of students served through this program or service: 40
7. **Continuation/renewal or new Agreement?**

Answer all questions:

 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. No, N/A
 - b. What would an alternative contractor cost:

- i. Based off local vendors, similar services range approximately from \$400-\$700 per session.
- c. If this is a continuation, when was the last time alternative quotes were requested?
 - i. N/A
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. No, Care 4 Your Own Tree has trained staff with certifications in robotics, training in puppeteering and experience providing artistic workshops facilitates the activities.

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?
- b. After School or Extended Hours Program?
 - i. Extended Hours
- 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. Minority
- 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. Yes
- e. Is this a renewal/continuation Agreement or a new service?
 - i. No
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i. N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. N/A

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. Our World staff is certified in robotics and other domains, which allows them to provide hands on experiences that bring science and math to life for Davis Street School students needing to strengthen STEM skills. The program also engages

students in theatre and activities, which stimulate positive engagement and community cohesion.

- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
 - i. RFQ
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. Yes, the contractor provides an array of enrichment activities for students at a reasonable cost.
- d. Who were the members of the selection committee that scored bid applications?
 - i. Arthur Edwards, Lysie Rodriguez, Gemma Joseph Lumpkin, Christian Tabares, Dianne Stewart, Darrell Brown, Jose Camacho.
- 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 contractor provides a combination of STEM and Social Emotional Learning activities that aid in the development of our NHPS students. By exposing them to an array of engaging activities from robotics, acting, film/video production, outdoor walks and more, the contract is expanding the student's perspectives. The services will be monitored using the APT tool, which assess the overall quality of the programs staffing, staffs 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:
 - Are staffs greeting students and families
 - Transitioning of students
 - Does the space provide appropriate room for all youth and staff,
 - The ability of staffs to communication with youth and/or their families in their language(s).
 - The support staff provide in assisting youth with organizing and preparing themselves to do their homework.
 - staffs adjustments and accommodations for students based on their experiences and needs and that
 - Staffs use of simple reminders and redirection to support positive behaviors.
 - 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. The Arts, Math, and Science activities are hands-on activities which will increase the student's cognitive skills, problem solving skills, creative skills, planning and organization. In addition, these skills developed through hands-on projects, positively influence students' performance in various subjects, resulting in improved academics and attendance across the board.

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

- a. The Agreement provides quality after school programming at a reasonable cost. Care 4 Your Own Tree will provide scientific based hands on programming as well as arts and crafts, and theatre activities at rates that are significantly more expensive with similar providers.

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

- a. Davis Street School students will not be able to participate in summer programming that provides a safe and nurturing environment. Students will not be engaged in a program, which allows them to express and share experiences through forums such as acting, music and puppetry. The lack of enrichment activities may negatively affect students' behaviors and attendance in the coming school year.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Care 4 Your Own Tree LLC.

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement

This Agreement entered into on the 7th day of June 2022, effective (*no sooner than the day after Board of Education Approval*), the 27st day of June, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Care 4 Your Own Tree LLC. located at, 3000 Whitney Avenue, New Haven, CT 06518 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$275.00 per session, for a total of 48 sessions.

The maximum amount the contractor shall be paid under this agreement: Thirteen Thousand, two hundred dollars and no cents. (\$13,200.00). 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 21st Century C/O **Program** of the New Haven Board of Education, **Account Number:** 2579 -6280 -56697-0009 (\$10,000.00) & 21st Century C/O 2579-6280-56694-0009 (\$3,200.00) **Location Code:** 0009

This agreement shall remain in effect from 07/01/2022 to 09/30/2022.

SCOPE OF SERVICE: - Care 4 Your Own Tree LLC will service students for two, 2 hours sessions of summer programming for 24 days from July 5st to August 5th. Up to 40 students from Davis Street School will engage students in programming during summer recess. Sessions will be held at Davis Street school where students will participate in indoor and outdoor experimental activities such as arts and crafts painting and creating, and environmental studies planting and bird watching. Also, technology based social emotional learning through puppet workshops, script writing, voice-overs, acting, film/video, music, dance and robotics/drone exploration. Outdoor activities/exploration consists of cycling and walking to promote healthy habits for our youth.

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 Privacy - 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*. 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

05/07/2022
Date

Date

Joseph Inigo President

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.

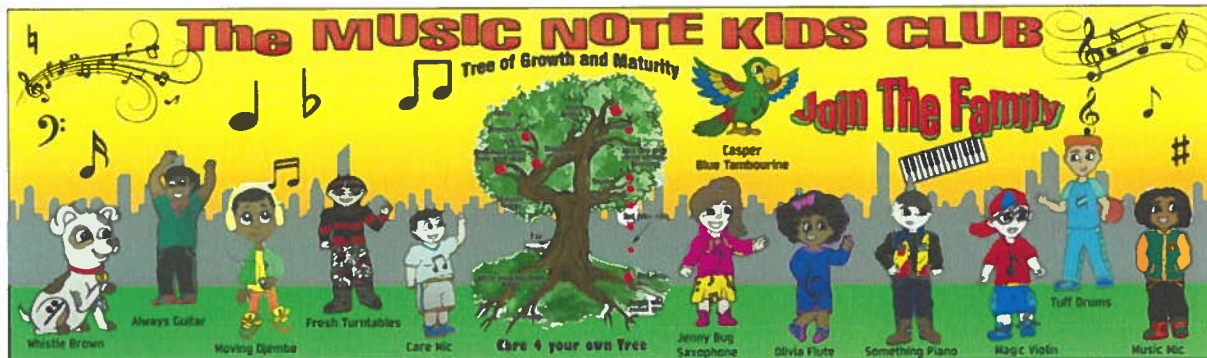
1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to 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.

Revised: 10/2/18



“DETAILED SCOPE OF SERVICE”

Beginning July 1st 2022 Monday through Friday until August 8th 2022 at Davis Academy children will be able to engage in Care 4 Your Own Tree LLC Educational Career Development program titled, The Music Note Kids Club which will provide a indoor and outdoor community-based program focused on experimentation activities arts and crafts painting and creating, environmental studies planting and bird watching, Social-Emotional learning puppet workshop where students will engage in scriptwriting, voice-over, acting, comedy, film/video, music, and dance along, Robotics and Drone exploration with Cycling and walking for health awareness. Sessions will consist of (2) 1 hour activities and serve up to 40 children at a session cost of \$275.00 per 2 hour session x 48 sessions = \$13,200 We shall provide a community based program focused on experimentation and design with hands on activities for the children at Davis Academy.

Sincerely, Care 4 Your Own Tree LLC.
 Joseph Inigo - Executive Director (203)633-4599
 Byron Breland - Program Director (203)530-0191