



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Len Cabral

Contractor full name: Len Cabral

Doing Business As, if applicable:

Business Address: 30 Marcy Street Carnston RI 02905

Business Phone: 401-781-0019

Business email: lencabral@gmail.com

Funding Source & Acct # including location code: Title 1* 2531 901 0010 56694
0010

Principal or Supervisor: Robert Davis

Agreement Effective Dates: From March 1st 2024. To March 1st 2024.

Hourly rate or per session rate or per day rate.

Total amount: \$1,300 or 650 per reading/story telling session for 2 sessions.

Description of Service: Len Cabral will provide our Ross Woodward school community with 2 storytelling sessions on Read Across America Day for our students to experience the art of African Oral Story telling.

Submitted by: Elizabeth Finn Phone: 475-220-3113



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Robert Davis
Date: 12-21-2023
Re: Len Cabral Scope of Service at Ross Woodward

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:** Len Cabral
2. **Description of Service:** Len Cabral will provide our Ross Woodward school community with 2 storytelling sessions on Read Across America Day for our students to experience the art of African Oral Story telling.
- 3.
4. **Amount** of Agreement and hourly or session cost: \$1,300 or 650 per reading/story telling session for 2 sessions.
- 5.
6. **Funding Source** and account number: Title 1* 2531 901 0010 56694 0010
7. Approximate number of staff served through this program or service: 40 (All grade levels with support staff)
8. Approximate number of students served through this program or service: 400 plus
9. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? N/A
 - b. What would an alternative contractor cost: N/A
 - 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?
 - i. This is not something existing staff could provide as the art of storytelling has been passed down to Len and is a practiced art form that he wants to instill in future generations.
10. **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. We want to enhance Read Across America day for our students and staff with an Oral Storytelling experience that is rarely done in this digital age.
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe)

11. Contractor Classification:

Answer all questions:

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

12. 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:
<http://www.lencabral.com/>
Len is an authentic African American Oral Storyteller. He works with groups of children to teach them morals and good values through his stories and music.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Quotes were provided for services.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
Len Cabral was chosen based in his previous work/ knowledge of NHPS and coordination in working with other NHPS schools through reading celebrations.
- d. Who were the members of the selection committee that scored bid applications?
Christian Tabares and Staff of YFC department
- 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. (Sole Source is only determined by City Purchasing).. N/A

13. 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?

Len is an authentic African American Oral Storyteller. He works with groups of children to teach them morals and good values through his stories and music. He will address the need of showing future generations this important art form through reading stories.

- 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?

By supporting the reading curriculum through the representation of Len Cabral, Ross Woodward is supporting the District Continuous Improvement Plan. We want to instill a love of reading, hearing stories, and learning about life through this medium.

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

Len Cabral is an amazing storyteller who brings a presence and sense of wonder to anyone who hears his stories. He is a quiet, authentic representation of the African American storytelling community and we know that his impression will be felt for years to come in our students, and school community.

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

If we do not approve the agreement, it would not allow our students to have continued access to this wonderful storytelling experience.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Len Cabral

FOR DEPARTMENT/PROGRAM:

Ross Woodward

This Agreement entered into on the 20th day of December 2023, effective (*no sooner than the day after Board of Education Approval*), the 1st of March, 2024, by and between the New Haven Board of Education (herein referred to as the “Board” and, Len Cabral located at, 30 Marcy Street Carnston RI 02905 (herein referred to as the “Contractor”).)

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,300 or 650 per reading/story telling session for 2 sessions.

The maximum amount the contractor shall be paid under this agreement: _____ (\$1300). 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 Title 1 **Program** of the New Haven Board of Education, **Account Number:** 2531 901 0010 56694 0010.

This agreement shall remain in effect from March 1st, 2024 to March 1st, 2024.

SCOPE OF SERVICE: Len Cabral will provide our Ross Woodward school community with 2 storytelling sessions on Read Across America Day for our students to experience the art of African Oral Story telling.

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***. 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

Date

Date

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.



LEN CABRAL STORYTELLER

30 Marcy Street, Cranston, RI 02905
401-781-0019 • Cell: 401-439-9740
e-mail: lencabral@gmail.com

PERFORMER'S CONTRACT

This contract confirms the appearance of **Len Cabral**
To perform at Ross Woodward Classical Magnet School - New Haven CT.
Date(s) of engagement MARCH 1, 2024
Type of engagement TWO BACK-TO-BACK STORYTELLING CONCERTS
Time(s) of performance(s) 10: + 11:00
Grades or ages of audience K-2nd, 3-5th

SPONSOR: _____ AGREES:

To pay artist a total of \$ 4,300 Deposit \$ N/A

Total/Fee/Balance to be paid by check payable to Len Cabral on the day of the appearance.

TECHNICAL DETAILS

1. When possible Len prefers to perform in an intimate setting if it is adaptable to size of audience (i.e., a library or media center vs. a gymnasium or auditorium).
2. For elementary school audiences children should be seated on the floor.
3. Performance space must be well lit.
4. Bottled water and a chair or sturdy stool should be set up in performing area.

TERMS AND CONDITIONS

It is understood that this contract is binding on both parties; it cannot be canceled except as follows: ARTIST and SPONSOR mutually agree that either party may cancel this contract and all parties shall be released from any liability or damages hereunder, if the ARTIST and SPONSOR are unable to fulfill the terms of this agreement due to an act of God or any other legitimate conditions beyond the control of the ARTIST or the SPONSOR. However, it is agreed by both parties that "best efforts" will be made by both parties to present the program as scheduled.

In the event that the SPONSOR cancels for reasons other than by agreement of both parties to this contract, the SPONSOR agrees to reimburse the ARTIST for all cost related to the scheduled appearance upon presentation by the ARTIST of a statement of such cost.

The SPONSOR in signing this contract acknowledges her or his authority to do so, and hereby assumes liability for the amount and terms stated herein. The SPONSOR also acknowledges her or his responsibility to be fully acquainted with this contract.

by artist Len Cabral signed _____ by sponsor _____ signed _____

JAN 4, 2024 date _____ date _____ contact's phone number _____

Keep yellow copy, sign and return white copy with directions to venue.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Ross Woodward Classical Studies Magnet School

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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TITLE I PARENT ACTIVITY JUSTIFICATION

(TO BE COMPLETED BY PERSON REQUESTING TITLE I FUNDS FOR EVENT)

**THIS FORM MUST BE COMPLETED AND ATTACHED TO THE SPECIAL FUNDS
PURCHASE ORDER**

1. WHAT IS THE PURPOSE OF THIS EVENT?

The Family Literacy (Len Cabral) will give students and parents the opportunity to participate in a read aloud and gain skills to use when they are reading with their child at home. In addition, students will listen to the story and then show what they comprehended by creating a visual art piece that was described in the book. Students will have the opportunity to represent their comprehension in an artistic way.

2. WHAT ARE THE EXPECTED OUTCOMES FOR THIS EVENT?

We expect that parents will gain tips on how to best conduct a read aloud/tells a story with their child. Parents will participate in activities that they can reinforce at home to help their child succeed.

**3. HOW DOES THIS EVENT COMPLY WITH THE TITLE I REQUIREMENTS
OF TITLE I, PART A SECTION 1118 PARENT INVOLVEMENT?**

Parents are encouraged to be a part of planning, implementation, and evaluation of parent involvement activities to support and become an intricate part of their child's education at school and home. This event will give them the skills and tools they need to do just that.

Authorized Supervisor Signature

Parent Liaison Signature

Principal Signature