



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: cARTie Corporation

Doing Business As, if applicable: cARTie

Business Address: 326 Navajo Loop, Shelton, CT 06484

Business Phone: 203-505-0971

Business email: clare@cartie.org

Funding Source & Acct # including location code: ARP ESSR III Carryover Funds of the New Haven Board of Education, Account Number: ARP ESSER III Carryover 2553-6399-56694-0 Location Code: 0038

Principal or Supervisor: Principal Gethings

Agreement Effective Dates: From 10/11/2023 To 06/15/2024

Hourly rate or per session rate or per day rate. Total amount: \$2,000

Description of Service: Please provide a one or two sentence description of the service. This Museum-School Multi-Visit + Collaborative Mural Program offers a scaffolded series of six enrichment days over the course of the 2023-2024 school year for three K-2 classes each day to introduce young children to the art museum environment, integrate their prior knowledge and needs, nurture their critical and creative thinking, and create collaborative mural(s) for the whole school community celebrating the arts and museum-based learning (including three 60-90 -minute session per class over the course of the year – timing may be modified as necessary).

Submitted by: *Jenny Clarino*

Phone: 475-220-3700



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Margaret Mary Gethings
Date: 9/5/23
Re: cARTie Corp Art Museum Enrichment

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:** cARTie Corp. ('cARTie')
2. **Description of Service:** This Museum-School Multi-Visit + Collaborative Mural Program offers a scaffolded series of six enrichment days over the course of the 2023-2024 school year for all six K-2 classes (three classes served each day, such that each class has three visits with cARTie) to introduce young children to the art museum environment, integrate their prior knowledge and needs, nurture their critical and creative thinking, and create a collaborative mural for the whole school community celebrating the arts and museum based learning (including 60-90 minute sessions per class per visit).
3. **Amount of Agreement and hourly or session cost:** \$2,000 total
4. **Funding Source and account number:** ARP ESSER III C/O 2553-6399-56694-0038
5. Approximate number of staff served through this program or service: 6-9
6. Approximate number of students served through this program or service: 150
7. **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?
N/A
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? No: This is to provide a museum experience connected to the arts, along with a mural creation inside our building
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe) N/A

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? If yes, is it local or national? Yes, local
- 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: 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? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: **The cARTie Curriculum is carefully aligned with the National Core Art Standards, English Language Arts Common Core State Standards, Early Learning and Development Standards, Social Emotional Learning Standards, Social Justice Standards, and 21st Century Skills, and inspired by The Reggio Emilia Approach, Artful Thinking, Studio Habits of Mind, Visual Thinking Strategies, and Inclusive and Mindfulness-Based Pedagogies.**
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? **They are a community partner offering a one of a kind art experience for K-2, onsite at Hooker.**
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
- d. Who were the members of the selection committee that scored bid applications? **SPMT**
- 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).

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? **This program brings the museum to our school in a safe, developmentally appropriate way. They will also connect art with literacy, provide family engagement when our parents come to celebrate with cARTie at the end of the year. Our SPMT will monitor the effectiveness of the program. K-2 teachers will support and oversee the program throughout the year and monitor and measure its effectiveness and work to help make adjustments if warranted.**
 - 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? **We are working to continually motivate students to read, and connect the arts through their learning and to be inquisitive and share their learning through art. We are striving to move students forward by providing this experiences related to the "A" in our STEAM program and to help support SEL.**
12. Why do you believe this Agreement is fiscally sound? **This unit is fiscally sound due to the fact that cARTie is working to provide a connected literacy and art program that travels to schools to help meet the needs of K-2 students. This also provides sustainability for our STEAM program. They will provide family engagement and capacity building for our younger students and their families.**
13. What are the implications of not approving this Agreement? **We will not be able to provide the additional Literacy/Art enrichment opportunities that connect to curriculum and our STEAM theme and allow students to create a new mural within our building.**



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

cARTie Corp. ('cARTie')

FOR DEPARTMENT/PROGRAM:

Worthington Hooker School

This Agreement entered into on the 28 day of August 2023, effective (*no sooner than the day after Board of Education Approval*), the 11th day of October 2023, by and between the New Haven Board of Education (herein referred to as the "Board" and, cARTie Corp. ('cARTie') located at 326 Navajo Loop, Shelton, CT 06484 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$333.33 per day, for a total of 6 days (\$2,000 total).

The maximum amount the contractor shall be paid under this agreement: \$2,000. 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 ARP ESSR III Carryover Funds of the New Haven Board of Education, **Account Number:** ARP ESSER III Carryover 2553-6399-56694-**Location Code:** 0038.

This agreement shall remain in effect from 10/11/23 to 06/15/2024.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

This Museum-School Multi-Visit + Collaborative Mural Program offers a scaffolded series of six enrichment days over the course of the 2023-2024 school year for three K-2 classes each day to introduce young children to the art museum environment, integrate their prior knowledge and needs, nurture their critical and creative thinking, and create collaborative mural(s) for the whole school community celebrating the arts and museum-based learning (including three 60-90 -minute session per class over the course of the year – timing may be modified as necessary).

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

09-04-2023

Date

Date

Clare Murray, Executive Director (cARTie)

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 to 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.



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made this 18 day of August, 2023 (the “Effective Date”) between Worthington Hooker Elementary School (“Customer”), with offices located at 180 Canner Street, New Haven CT 06511 (“Customer”) and cARTie Corporation (‘cARTie’) with offices located at 326 Navajo Loop, Shelton CT 06484 (“Service Provider”). The Customer and Service Provider are sometimes collectively referred to herein as the “Parties” and each individually as a “Party”.

WHEREAS, Customer wishes to be provided with the Services (as defined below) by Service Provider and the Service Provider agrees to provide the Services to the Customer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

I. SERVICES

- (a) Service Provider will perform certain services and create and provide certain deliverables, as more particularly described in Statements of Work (each an SOW and collectively SOWs) which will be entered into from time to time and, upon execution by the Parties, will be incorporated and made part of this Agreement (the “Services”). The first SOW is attached hereto as Exhibit A. In the event of a conflict between the terms of an SOW and the terms of this Agreement, the terms of this Agreement shall supersede and control. No obligation to either provide or pay for any Services shall be incurred by either Party until such time that an SOW has been executed by authorized representatives of both Parties. The existence of this Agreement shall not be construed as imposing any obligation upon the Service Provider to agree to an SOW or to otherwise perform any Services for the Customer.
- (b) The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time upon a written agreement executed by authorized representatives of the Parties expressly referencing this Agreement.
- (c) Customer acknowledges and agrees that Service Provider may, in its sole discretion, use subcontractors and consultants to perform some of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Customer for performance under this Agreement.

2. FEES AND EXPENSES

- (a) As full consideration for the provision of the Services, Customer shall pay Service Provider fees as set forth in the applicable SOW (the "Fees"). The check shall be payable to cARTie Corporation ('cARTie') and mailed to cARTie Corporation ('cARTie'), 326 Navajo Loop, Shelton, CT 06484. If any amounts due to Service Provider from Customer are not paid within five (5) days from becoming due and payable, for any reason, Service Provider may at its option and without further notice withhold further Services until all invoices have been paid in full or terminate this Agreement and any applicable SOW, and such withholding of Services or termination shall not be considered a breach or default of any of Service Provider's obligations under this Agreement.
- (b) Both Parties agree, at their own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder. Each Party will obtain and maintain in force, at its own expense, all licenses, permits and approvals required for its performance under this Agreement, and will obtain all required inspections, authorizations and approvals prior to commencement of the Services.

3. WARRANTY

- (a) The Services to be performed hereunder are in the nature of an educational art program. Service Provider does not represent or warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.
- (b) LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 3 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT.

4. OWNERSHIP OF WORK PRODUCT

- (a) This is not a work-for-hire agreement. The copyright in all pre-existing works, products, or materials in the possession of Service Provider and/or deliverables created hereunder for Customer shall belong to the Service Provider. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of Service Provider, subject to a worldwide, non-exclusive license to Customer for its internal use as intended under this Agreement. This Agreement does not grant Customer any license to any of the Service Provider's products, which products must be licensed separately.

5. CONFIDENTIAL INFORMATION

- (a) The Parties acknowledge that for the purpose of the performance of this Agreement and the provision of the Services hereunder, one Party may disclose to the other confidential and/or sensitive information ("Confidential Information"). The Party disclosing information is referred to as the "Disclosing Party" and the Party receiving information as the "Receiving Party." For the purpose of this Agreement, "Confidential Information" shall mean all information disclosed by the Disclosing Party to the Receiving Party during the Term of this Agreement which is non-public and either proprietary or confidential in nature and related to the Disclosing Party's business or activities,

including, but not limited to financial, legal, technical, marketing, sales and business information, which is (a) marked as confidential at the time of disclosure; or (b) is unmarked (e.g., disclosed orally or visually) but is identified as confidential at the time of disclosure; or (c) due to the nature of the information or the circumstances of disclosure, would be understood by a reasonable person to be confidential. The Receiving Party shall maintain the Confidential Information in strict confidence and limit disclosure to only its employees, subcontractors, consultants and representatives who have a need to know such information to fulfill the transactions between the Parties contemplated by this Agreement. The term of confidentiality shall be 2 years from the initial date of disclosure of the Confidential Information. These confidentiality obligations shall not apply to any information or development which: (i) is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) is already known to the receiving party before disclosure by the other party; (iii) is developed through the independent efforts of the receiving party; or (iv) the receiving party rightfully receives from a third party without restriction as to confidentiality or use. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

6. INDEMNIFICATION

- (a) Each Party (the "Indemnifying Party") will indemnify, defend, and hold the other Party, its officers, directors, employees, and/or shareholders, harmless from any final court judgment (or settlement to which the parties have agreed) arising from personal injury or tangible property damage which is determined by a court to be caused by the gross negligence, willful misconduct or fraud of the Indemnifying Party or its authorized employees and personnel relating to this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents contributed to such liability.

7. COVENANTS OF CUSTOMER

- (a) Customer covenants that its staff members shall, at all times during the provision of the Services, accompany and supervise the students receiving the Services. Such staff members shall ensure that all students comply with the rules, policies, and procedures of Service Provider, and any other reasonable requests made by Service Provider's staff, and such staff members shall be responsible for removing any students from the vehicle as determined necessary in Service Provider's sole discretion. A minimum of one (1) staff member shall accompany the students onto Service Provider's vehicle at all times. Customer's failure to comply with the terms of this Section shall constitute a default of this Agreement.

8. LIMITATION OF LIABILITY

- (a) EXCEPT FOR THE PARTIES CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 OF THIS AGREEMENT AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE CUSTOMER'S

OBLIGATION TO PAY THE FEES TO THE SERVICE PROVIDER, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY THE CUSTOMER TO THE SERVICE PROVIDER UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

- (b) NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT INCLUDING AN ACTION PURSUANT TO SECTION 6 HEREOF, MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

9. COOPERATION OF CUSTOMER

- (a) Customer agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents and facilities (including a power source) as may be reasonably necessary for the performance of the Services under this Agreement. Customer agrees to furnish without charge adequate space at Customer's premises for use by Service Provider's personnel while performing the Services.

10. TERM

- (a) This Agreement shall automatically terminate upon the conclusion of the obligations of each Party under the SOW (the "Term"), unless earlier terminated in accordance with the provisions in Section 11.

11. TERMINATION

- (a) Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.
- (b) Either Party may terminate this Agreement at any time with or without cause by giving ninety (90) days prior written notice.
- (c) Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Customer shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Customer shall promptly return to Service Provider any equipment, materials or other property of the Service Provider relating to the terminated Services which are in Customer's possession or control.

12. RELATIONSHIP OF THE PARTIES

- (a) The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or

on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

13. FORCE MAJEURE

- (a) Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within three (3) business days of its occurrence.

14. GOVERNING LAW AND VENUE

- (a) This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the principles of conflicts of law of such state. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Fairfield County, Connecticut. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

15. ATTORNEY'S FEES

- (a) If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

16. SEVERABILITY

- (a) If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

17. HEADINGS

- (a) The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

18. SURVIVAL

- (a) Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

19. COUNTERPARTS

- (a) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

20. AUTHORIZED SIGNATORIES

- (a) It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

21. NOTICES

- (a) All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

CUSTOMER

Worthington Hooker Elementary School
180 Canner Street, New Haven, CT 06511

SERVICE PROVIDER

cARTie Corporation ('cARTie')
326 Navajo Loop, Shelton CT 06484

22. WAIVER

- (a) No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

23. ENTIRE AGREEMENT MODIFICATION

- (a) This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification,

amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

In witness whereof, the Parties hereto have executed this Services Agreement on the date set forth below.

CUSTOMER

Signature: _____
Name: _____
Title: _____
Date: _____

SERVICE PROVIDER

Signature: Clare Murray
Name: Clare Murray
Title: Executive Director
Date: August 18, 2023

EXHIBIT A
STATEMENT OF WORK NO. [1]

This Statement of Work No. [1] is entered into as of this 18th day of August, 2023 by and between Worthington Hooker Elementary School (“Customer”) and cARTie (“Service Provider”) and is deemed to be incorporated into that certain Services Agreement dated August 18, 2023 by and between Customer and Service Provider (the “Agreement”). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in the Agreement. In the event of a conflict between the terms of the Agreement and this Statement of Work, the terms of the Agreement shall prevail.

Project:

Museum-School Multi-Visit + Collaborative Mural cARTie Art Museum Enrichment

Project Period:

09/2023-05/2024

Description of Services:

This Museum-School Multi-Visit + Collaborative Mural Program offers a scaffolded series of six enrichment days over the course of the 2023-2024 school year for all six K-2 classes (three classes served each day, such that each class has three visits with cARTie) to introduce young children to the art museum environment, integrate their prior knowledge and needs, nurture their critical and creative thinking, and create a collaborative mural for the whole school community celebrating the arts and museum-based learning (including 60-90 minute sessions per class per visit – timing may be modified as necessary)*. Pre- and post-visit material will be provided to partner school teachers as well to extend their students’ learning in, with, and through the museum environment.

**The cARTie Curriculum is carefully aligned with the National Core Art Standards, English Language Arts Common Core State Standards, Early Learning and Development Standards, Social Emotional Learning Standards, Social Justice Standards, and 21st Century Skills, and inspired by The Reggio Emilia Approach, Artful Thinking, Studio Habits of Mind, Visual Thinking Strategies, and Inclusive and Mindfulness-Based Pedagogies.*

Description of Personnel:

2-4 cARTie educators will facilitate all programming with school support staff involvement. cARTie educators are all background-checked, experienced in early childhood education, and trained in The cARTie Curriculum and supplemental strategies for working with a range of student needs and behaviors.

Services Schedule:

The Parties reserve October 26-27, March 28-29, and May 16-17 for museum-school visits, such that the set of six full school day mobile museum visits accommodates three 60-90 minutes of facilitated, museum-based learning for each participating K-2 class over the 2023-2024 school year. The Parties may modify the Services Schedule by mutual written consent.

Project Fees:

\$2,000 to be paid in full by time of first scheduled visit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated above.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

SERVICE PROVIDER

Signature: Clare Murray _____

Name: Clare Murray

Title: Executive Director

Date: August 18, 2023