



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Scholastic Education Solutions

Doing Business As, if applicable: VENDOR

Business Address: Scholastic Inc. PO Box 639852, Cincinnati, OH 45263-9852

Business email: eprice@scholastic.com

Funding Source & Acct # including location code: ARP ESSER III 2553-6399-56694-0105

Principal or Supervisor: Jennifer Tousignant

Agreement Effective Dates: From 10/24/23 To 06/30/24.

Hourly rate or per session rate or per day rate.

Total amount: \$125,965.00

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

Each of our elementary schools contains a leveled scholastic book room. This service continues to provide digital onboarding and maintenance in each of our schools in order to organize, inventory, and keep track of when books are checked out and returned. In addition, the service includes Lit Camp and Lit Pro which our students and teachers have found having access to in the past to be extremely beneficial in motivating students to read independently. Lit Camp and Lit Pro is an online subscription service that is up for renewal for this school year. Teachers and students have been asking for the service to be renewed as it increases students time reading independently, is motivating, thus building reading stamina and reading skills overtime.

Submitted by: _____ Phone: _____



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Jennifer Tousignant
Date: October 16, 2023
Re:

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:** Scholastic Education Solutions
2. **Description of Service:** Each of our elementary schools contains a leveled scholastic book room. This service continues to provide digital onboarding and maintenance in each of our schools in order to organize, inventory, and keep track of when books are checked out and returned. In addition, the service includes Lit Camp and Lit Pro which our students and teachers have found having access to in the past to be extremely beneficial in motivating students to read independently. Lit Camp and Lit Pro is an online subscription service that is up for renewal for this school year. Teachers and students have been asking for the service to be renewed as it increases students time reading independently, is motivating, thus building reading stamina and reading skills overtime.
3. **Amount of Agreement and hourly or session cost:** \$125,965
4. **Funding Source and account number:** ARP ESSER III 2553-6399-56694 0190
5. **Continuation/renewal or new Agreement? Renewal**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? no
 - b. What would an alternative contractor cost:
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? No as this is an online service of texts
6. **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?



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- b. After School or Extended Hours Program? Students can use this after school
- c. School Readiness or Head Start Programs? no
- d. Other: (Please describe)

7. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? no
- 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? continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much?no
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: YES! This will build the internal capabilities of the literacy skills and abilities of our students.

8. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. Scholastic is a well known, well established educational resource company
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Pending Sole Source letter with the Purchasing Dept. as this is built to get students to read, this has been confirmed with the Purchasing Dept who will provide a sole source letter for processing.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: NA

9. 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? The need to get students motivated to read and to build reading stamina.
- b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. NA
- c. How is this service aligned to the District Continuous Improvement Plan? This service strengthens the reading skills of our students K-8. This will positively impact the teaching of literacy and the academic outcomes for NHPS students for many years to come as students continue to improve their reading by reading year after year.

10. Why do you believe this Agreement is fiscally sound? This item is essential to provide our educators with another resource to motivate students to read which improves their ability to provide instruction and materials on a students just right level.

11. What are the implications of not approving this Agreement? The best way for a student to get improve his reading is by reading. If we support student literacy acquisition by providing them various books, both online and in print form, they have greater opportunities to be motivated to read. Student literacy learning is the implication.



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Rev: 8/10/2020

AGREEMENT

By And Between

The New Haven Board of Education

AND

Scholastic Education Solutions

FOR DEPARTMENT/PROGRAM:

Literacy Department

This Agreement entered into on the 24th day of October 2023, effective (*no sooner than the day after Board of Education Approval*), the day of 24th day of October, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Scholastic Education Solutions Scholastic Inc. PO Box 639852, Cincinnati, OH 45263-9852 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$125,965.00

The maximum amount the contractor shall be paid under this agreement: one hundred twenty five thousand, nine hundred sixty five dollars.(\$125,965.00). 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 ARP ESSER III **Program** of the New Haven Board of Education, **Account Number:** 2553-6399-56694 **Location Code:** 0105.

This agreement shall remain in effect from October 24, 2023 to June 30, 2024.

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

Each of our elementary schools contains a leveled scholastic book room. This service continues to provide digital onboarding and maintenance in each of our schools in order to organize, inventory, and keep track of when books are checked out and returned. In addition, the service includes Lit Camp and Lit Pro which our students and teachers have found having access to in the past to be extremely beneficial in motivating students to read independently. Lit Camp and Lit Pro is an online subscription service that is up for renewal for this school year. Teachers and students have been asking for the service to be renewed as it increases students time reading



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independently, is motivating, thus building reading stamina and reading skills overtime.

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 and Privacy Agreement: Attached

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



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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.



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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.