



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: Heinemann

Doing Business As, if applicable: VENDOR

Business Address: P.O. Box 528 Portsmouth, NH 03801

Business Phone: 800-225-5800

Business email: Cherie.Bartlett@heinemann.com

SS# OR Tax ID #: EIN: 06-1154537

Funding Source & Acct # including location code:

ESSER II, #2552-6363-56697

Principal or Supervisor: Lynn Brantley

Agreement Effective Dates: From 08/10/21. To 06/30/22.

Hourly rate or per session rate or per day rate. 2,800.00

Total amount: 16,800.00

Description of Service: Please provide a one or two sentence description of the service. 6 Day Virtual professional learning on Leveled Literacy Intervention Primary through grade 8.

Submitted by: Lynn Brantley Phone: 475-220-1212



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Lynn Brantley  
**Date:** 6/3/2021  
**Re:** Heinemann Professional Development

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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:** Heinemann Professional Development
2. **Description of Service:** 6 Day Virtual professional learning series on Leveled Literacy Intervention.
3. **Amount of Agreement and hourly or session cost:**  
2,800.00 per day for a total of \$16, 800
4. **Funding Source and account number:** ESSER II, #2552-6363-56697
5. **Continuation/renewal or new Agreement? New**  
**Answer all questions:**
  - a. Continuation from a pilot that was provided free of charge
  - b. What would an alternative contractor cost: This is soul source
  - 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
6. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development?
    - i. This is professional development for teachers to learn to use the Leveled Literacy Intervention Program (LLI)
  - b. After School or Extended Hours Program? The Program is available for students all year and can be included in summer.
  - c. School Readiness or Head Start Programs? n/a
  - 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? no
- 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: yes. Teachers will have better strategies and be able to use data more effectively.

**8. Contractor Selection:**

**Answer all questions**

- a. What specific skill set does this contractor bring to the project? n/a
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: This program has become one of the interventions used to match students to strategies and skills needed to be a proficient reader and writer. The reading program is built on the 5 pillars of reading and address all areas.

**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?  
Providing technical support for all universal screens requiring adaptive software (Reading and Math inventory). This technical support encompasses running reports that are required for software utilization reports provided at no cost from HMH. These reports are a base for monitoring effectiveness at both school level and district level. These reports also aid in analyzing the outcomes for students on yearly growth measures and provide some predictability on the successful in Smarter Balanced and College Board testing. The support will also be inclusive of maintaining all software and teacher data bases. This year we will expand the work to also support Library Media software: Destiny and MackinVIA.
- 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?  
Promotes students achieving more than one year of reading in a school year.

10. Why do you believe this Agreement is fiscally sound? Yes, the materials are provided in schools and this professional development ensures the program is run with fidelity after teachers are well trained.

What are the implications of not approving this Agreement? Students may not achieve at grade level



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

Heinemann

FOR DEPARTMENT/PROGRAM:

*(Literacy Department)*

This Agreement entered into on the 19<sup>th</sup> day of July, 2021, effective *(no sooner than the day after Board of Education Approval)*, the 10th day of August, 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, Heinemann located at, P.O Box 528 Portsmouth, NH 03801(herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$2,800.00 per day, hour or session, for a total of 16,800.00 days.

The maximum amount the contractor shall be paid under this agreement: Sixteen Thousand, eight hundred dollars (\$16,800.00). 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 ESSER II Program of the New Haven Board of Education, **Account Number:** 2552 -6363-56697 **Location Code:** 0000.

This agreement shall remain in effect from August 10, 2021 to June 30, 2022.

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided. Six virtual professional development sessions for Leveled Literacy Intervention for grades K-8.*

**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's 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.

DocuSigned by:  
*Cherie Bartlett*  
EC6C6DB3BC574D7

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

July 19, 2021 | 11:22 AM EDT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Cherie Bartlett, PD Manager  
\_\_\_\_\_  
Contractor Printed Name & Title



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.

# QUOTE



361 Hanover Street • Portsmouth, NH 03801

Date: May 5, 2021

To:  
Lynn Brantley  
New Haven PS  
54 Meadow Street  
New Haven, CT 06511

From:  
Samantha Brown  
Fountas & Pinnell On-site Specialist  
800-541-2086 ext. 1354

Heinemann Professional Development is very pleased that you are interested in scheduling a series of professional development days with us. If you have any questions about the quote below, please contact me at the phone number listed above. Thank you.

## HEINEMANN VIRTUAL PROFESSIONAL DEVELOPMENT

Proposed Service	Description	Proposed Dates	Pricing
<i>Fountas &amp; Pinnell Leveled Literacy Intervention System Professional Learning</i>	3-day, virtual professional learning on <i>Leveled Literacy Intervention</i> primary grades K-2 (orange, green, and blue systems) <ul style="list-style-type: none"> <li>• \$2,800.00 per day</li> <li>• 30 participants maximum</li> <li>• Presented Virtually</li> </ul>	LLI Primary Day 1&2 <b>TBD</b>  LLI Primary Day 3 <b>TBD</b>	\$8,400.00
<i>Fountas &amp; Pinnell Leveled Literacy Intervention System Professional Learning</i>	3-day, virtual professional learning on <i>Leveled Literacy Intervention</i> intermediate grades 3+ (red, gold, purple, teal systems) <ul style="list-style-type: none"> <li>• \$2,800.00 per day</li> <li>• 30 participants maximum</li> <li>• Presented Virtually</li> </ul> <p><b>LLI Systems must be purchased separately and are required for these training sessions.</b></p> <p>All costs are all-inclusive.</p>	LLI Intermediate Day 1&2 <b>TBD</b>  LLI Intermediate Day 3 <b>TBD</b>	\$8,400.00
Quote is valid for 60 days	<b>Quote has been discounted for booking both primary and intermediate virtually</b>	<b>Total Estimated Cost</b>	<b>\$16,800.00</b>

This is a quote only, not a contract.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Greenwood Publishing Group, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above <b>d/b/a Heinemann</b></p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See Instructions. <b>145 Maplewood Avenue, Suite 300</b></p> <p><b>6</b> City, state, and ZIP code <b>Portsmouth, NH 03801</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>OR</b>										
<b>Employer identification number</b>										
0	6	-	1	1	5	4	5	3	7	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Deborah A Hunkley</i>	Date ▶ <i>4/8/2021</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*