



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Boundless Literacy

Doing Business As, if applicable:

Business Address: 21 Middle Rd, Hamden, CT

Business Phone:

Business email: cpamelard@boundlessliteracy.org

Funding Source & Acct # including location code: ARP ESSER III C/O
2553-6399-56694-0105 for 4 tutors; (\$140,000) Wexler Grant to have an extra tutor
out of SIG-Wexler Program, Acct. #2531-6392-56694-0032 (\$35,000.00)

Principal or Supervisor: Jennifer Tousignant

Agreement Effective Dates: From 01/02/24. To 06/15/24.

Hourly rate or per session rate or per day rate. \$35,000 per tutor (5 tutors)

Total amount: \$175,000.00

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

To build proficiency in literacy for students who struggle in the area of phonological awareness, who have code-based reading difficulties and are performing well below grade level benchmark goals in reading in our turn around schools, we will provide Orton Gillingham trained tutors, full time, to instruct small groups for explicit reading intervention. Up to four students per group and seven groups per day will be serviced by each tutor.

Submitted by: Jennifer Tousignant Phone: 475-220-1212



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Jennifer Tousignant
Date: 10/30/23
Re: Boundless Literacy

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.

Contractor Name: Boundless Literacy

Description of Service: To build proficiency in literacy for students who struggle in the area of phonological awareness, who have code-based reading difficulties and are performing well below grade level benchmark goals in reading in our turn around schools, we will provide Orton Gillingham trained tutors, full time, to instruct small groups for explicit reading intervention. Up to four students per group and seven groups per day will be serviced by each tutor.

Amount of Agreement and hourly or session cost: \$175,000.00

Funding Source and account number: ARP ESSER III Carryover Program 2553-6399-56694 for 4 of the tutors and SIG-Wexler Acct. #2531-6392-566694-0032 for the extra tutor at Wexler Grant

Continuation/Questions: new Agreement?

- 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?

Type of Service:

Answer all questions:

- e. Professional Development? NO, though our educators can observe the methods being used by the tutors.
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
- f. After School or Extended Hours Program? NO
- g. School Readiness or Head Start Programs? NO

h. Other: (Please describe)

Contractor Classification:

Answer all questions:

- i. Is the Contractor a Minority or Women Owned Business? YES
- j. Is the Contractor Local? YES
- k. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? YES, local
- l. Is the Contractor a public corporation? NO- it's a board-run 501c3 organization
- m. Is this a renewal/continuation Agreement or a new service? New paid service, however has been providing free servicing in two of our schools.
- n. If it is a renewal/continuation, has cost increased? If yes, by how much?
- o. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: It may, in the way of allowing our educators an opportunity to observe the Boundless Literacy instructors, ask them questions, and learn from them.

Contractor Selection:

Answer all questions

- p. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. The contractor brings the Orton Gillingham Instructional Method to our students
- q. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Quote
- r. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: This contractor works within two of our schools without cost. The tutors provide very high quality servicing to our schools and students. There is an established relationship with the company with improved student data results.

Evidence of Effectiveness & Evaluation

Answer all questions

- s. 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 contractor will directly impact student learning by instructing children. The instruction is explicit and systematic with progress monitoring at weekly intervals in order to inform, adjust and drive instruction.
- t. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.
- u. How is this service aligned to the District Continuous Improvement Plan? One of the two priority goals for the district is focused on reading.

Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as we are contracting with highly qualified, highly trained certified reading tutors. They do not need to be trained by our employees as they have already been trained therefore they will not take valuable time away from our employees other duties. In addition, the tutors will be a great support to the teachers in each of our turn around schools.

What are the implications of not approving this Agreement? The negative implications of not approving this agreement would be that students in our turn around schools will not have the

benefit of consistent explicit, small group reading intervention five days per week by a highly qualified Orton Gillingham trained educator.

Rev: 8/10/2020



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Boundless Literacy

FOR DEPARTMENT/PROGRAM:

Reading and Language Arts

This Agreement entered into on the 31st day of October, 2023, effective (*no sooner than the day after Board of Education Approval*), the 12th day of December by and between the New Haven Board of Education (herein referred to as the “Board” and, Boundless Literacy located at, 21 Middle Rd, Hamden, CT (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$35,000 per full time tutor, for a total of six school months.

The maximum amount the contractor shall be paid under this agreement: one hundred seventy-five thousand dollars(\$175,000.00). 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 Carryover Acct # 2553-6399-56694-0105 for 4 tutors (\$140,000.00) and SIG-Wexler Program Acct. #2531-639-56694-0032 for one tutor.

This agreement shall remain in effect from December 12, 2023 to June 30, 2024.

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

To build proficiency in literacy for students who struggle in the area of phonological awareness, who have code-based reading difficulties and are performing well below grade level benchmark goals in reading in our turn around schools, we will provide Orton Gillingham trained tutors, full time, to instruct small groups for explicit reading intervention. Up to four students per group and seven groups per day will be serviced by each tutor.

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

11/28/23

Date

Date

Contractor Printed Name & Title

Revised: 11/27/19



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Russell Agency, LLC 317 Pequot Ave Southport, CT 06890	CONTACT NAME: PHONE (A/C, No, Ext): (203) 255-2877	FAX (A/C, No): (203) 254-8427
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Boundless Literacy, Inc. 21 Middle Road Hamden, CT 06417	INSURER A : Hartford Underwriters Ins Co	
	INSURER B : United States Liability Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

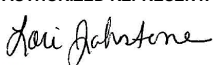
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Business Liability General Aggre			31SBMAN0VG7	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers			NDO1589534A	3/14/2023	3/14/2024	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Boundless Literacy Inc.
 21 Middle Road
 Hamden, Connecticut
 06517



New Haven Public Schools
 54 Meadow Street
 New Haven, Connecticut
 06519

QUOTE

Quote # 0000006

Quote Date 10/05/2023

Item	Description	Unit Price	Quantity	Amount
Service	Full-Time Orton Gillingham- trained teacher assigned to New Haven Public Schools from January 2, 2024 to June 20,2024	35000.00	5.00	175,000.00
<p><u>NOTES:</u> Two full-time teachers will be assigned to Wexler-Grant School. One full-time teacher will be assigned to each of the following schools: Troup School, Clemente Leadership Academy and Brennan-Rogers Magnet School.</p> <p>Boundless Literacy teachers will work daily with small groups of 3 or 4 students in diverse grades providing intensive literacy instruction using an Orton Gillingham approach.</p>				
				Subtotal 175,000.00
				Total 175,000.00
				Amount Paid 0.00
				Quote \$175,000.00