



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

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

**Please Type**

Contractor full name: Houghton Mifflin Harcourt Publishing Company

Doing Business As, if applicable:

Business Address: 14046 Collections Center Drive Chicago, IL 60693

Business Phone: Telephone: 617.351.5415

Business email: Scott Nichols: scott.nichols@hnhco.com

Funding Source & Acct # including location code: 2531-6392-56694-0032 (**Note: Pending receipt of funds**)

Principal or Supervisor: David Diah

Agreement Effective Dates: From September/14/2022. To June/14/2023.

Hourly rate or per session rate or per day rate.

**VIRTUAL AND IN-PERSON PROFESSIONAL LEARNING**

Date	Description	Cost
September – June 2022/2023	HMH Professional Learning Live Online Course and Coaching Grades K-12 – Quantity 2 @ \$4,200 Value of all materials @ \$8,400 <b>Value of Free Materials @ \$1,260.00</b>  HMH Professional Learning Follow-Up In Person 6-Hour Grades K-12 – Quantity 2 @ \$4,200	\$7,140.00

	– Quantity 2 @ \$4,200 Value of all materials @ \$8,400  <b>Value of Free Materials @ \$1,260.00</b>	\$7,140.00
	<b>Total</b>	<b>\$14,280.00</b>

Total amount: \$14,280.00

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

Based on the conversations with Wexler-Grant leadership Houghton Mifflin Harcourt will provide a partnership model that will enable their highly-qualified consultants to work closely with Wexler-Grant leaders, instructional coaches, teacher teams to build internal capacity to support a scaled implementation. The scope of work below describes a proposal for professional learning that supports our teachers, instructional coaches, and building level leaders. HMH Professional Learning Live Online Course and Coaching Grades K- 12. HMH Professional Learning Follow-Up In Person 6-Hour Grades K-12.

**Virtual and In-Person Job-embedded Coaching Professional Learning**

Rationale: Professional Learning for teachers to be provided in-person sessions.

Submitted by: David Diah Phone: 475-220-5600



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Wexler-Grant Community School  
**Date:** September 14, 2022  
**Re:** Houghton Mifflin Harcourt Publishing Company

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:** Houghton Mifflin Harcourt Publishing Company
- Description of Service:**

Based on the conversations with Wexler-Grant leadership Houghton Mifflin Harcourt will provide a partnership model that will enable their highly-qualified consultants to work closely with Wexler-Grant leaders, instructional coaches, teacher teams to build internal capacity to support a scaled implementation. The scope of work below describes a proposal for professional learning that supports our teachers, instructional coaches, and building level leaders. HMH Professional Learning Live Online Course and Coaching Grades K- 12. HMH Professional Learning Follow-Up In Person 6-Hour Grades K-12 .

- Amount** of Agreement and hourly or session cost:
- VIRTUAL AND IN-PERSON PROFESSIONAL LEARNING**

Date	Description	Cost
September – June 2022/2023	HMH Professional Learning Live Online Course and Coaching Grades K-12 – Quantity 2 @ \$4,200 Value of all materials @ \$8,400 <b>Value of Free Materials @ \$1,260.00</b>  HMH Professional Learning Follow-Up In Person 6-Hour Grades K-12 – Quantity 2 @ \$4,200	\$7,140.00

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	<b>Total</b>	<b>\$14,280.00</b>

5. **Funding Source** and account number: 2531-6392-56694-0032

6. Approximate number of staff served through this program or service: 14 Staff Members

7. Approximate number of students served through this program or service: 350 students

8. **Continuation/renewal or new Agreement?**

**Answer all questions:**

- a. If continuation/renewal, has the cost increased? If yes, by how much? Yes  
Continuation Service. Alternative contractor would be more. The last year have been spent building a professional and good working relationship with HMH (Math Solutions) who have given us a deal for their services.
- 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

9. **Type of Service:**

**Answer all questions:**

- a. Professional Development?
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?  
Based on previous student achievement data, it is apparent that the staff level of expertise in certain area needs refinement. HMH (Math Solutions )will provide the intensive support and expertise needed to implement effective research based strategies and structure in a timely manner that will be essential in improving student's outcome.
- b. After School or Extended Hours Program? Extended Day
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe) N/A

**10. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? N/A
- b. Is the Contractor Local? N/A
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? N/A
- d. Is the Contractor a public corporation? N/A
- e. Is this a renewal/continuation Agreement or a new service? See above
- f. If it is a renewal/continuation has cost increased? If yes, by how much? Yes, increased by \$3,570 for an additional professional learning live online course and coaching.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:  
The purpose of this proposal is to create a plan for improving the effective teaching and student learning of mathematics at Wexler Grant Community School. Partnering with HMH (Math Solutions) and acquiring new learning from them as we focus on our district goals, student data, and a thorough understanding of our instructional needs to meet the Connecticut Core Standards for Mathematics, will lead to building the capacity required for student achievement in mathematics.

**11. 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: N/A
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Quote
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A
- d. Who were the members of the selection committee that scored bid applications? N/A
- 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. N/A

**12. 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?  
During the 2022-2023 School year, HMH (Math Solutions) will address this area of need with a focus on sense making and discourse in mathematics. Additionally, coaching and professional learning around the Math Workshop Model will allow for differentiation and rigorous tasks in the math classroom.

**Intentional Planning Professional Learning and Coaching**

The virtual and in-person sessions would take a deep dive into effective planning about how a teacher can look at a lesson in the district's resource and map out what experiences to create and offer for learning. HMH (Math Solutions) will make the thought process for planning visible in this session and follow-up coaching sessions. These sessions would help teachers begin to address essential questions.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
- c. How is this service aligned to the District Continuous Improvement Plan?

This service is strategically aligned to the District Continuous Improvement Plan to improve math instruction. This service is strategically aligned to our school-wide goals based on student growth over time. The Connecticut State Department of Education requires that we base our progress on individual growth targets and trajectories on ESSA-required goals of academic achievement and progress towards Mathematics. The professional learning and job-embedded coaching is designed to increase teachers' math content knowledge and comprehension of how students learn. With this knowledge, HMH (Math Solutions) then coaches teachers in effective instructional strategies, scaffolding accessible tasks, and providing tools to help students make sense of math and solve problems. Additionally, a focus on how to use formative assessments to design differentiated instruction. Academic research has shown these to be key in ensuring improvement of school level practices.

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

This agreement is fiscally sound because of the necessary investment in improving students' overall academic outcome in Math.

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

The lack of instructional support and collaboration for coaches and teachers will result in student flatlining, possible regression and lack of effectiveness to drive this instruction forward.



NEW HAVEN PUBLIC SCHOOLS

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

**(Houghton Mifflin Harcourt Publishing Company)**

FOR DEPARTMENT/PROGRAM:

**(Wexler Grant Community School)**

This Agreement entered into on the 14<sup>th</sup> day of September, 2022 effective (no sooner than the day after Board of Education Approval), the 14th day of September, 2022, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Houghton Mifflin Harcourt Publishing Company located at 14046 Collections Center Drive Chicago, IL 60693 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$14,280 for training PD on rigorous Math Instruction with focus on math content knowledge, effective teaching and differentiation strategies, and job embedded coaching through June 14, 2023 for up to HMH Professional Learning Live Online Course and Coaching Grades K-12 – Quantity 2 Math Solutions SAP 1.0 Follow-Up In-Person 1-Day Grades K-12 math teachers to cover the period from September 14, 2022 through June 14, 2023. The maximum amount the contractor shall be paid under this agreement: Fourteen thousand, two hundred eighty dollars (\$14,280). 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 **Commissioner’s Network Program** of the New Haven Board of Education, **Account Number:** 2531-6392-56694 **Location Code:** 0032

This agreement shall remain in effect from September 14<sup>th</sup>, 2022 to June 14, 2023.

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

HMH (Math Solutions) will support the Math curriculum through intentional planning professional learning and coaching. This will be done via virtual and in-person coaching for teachers. They will work in partnership with Wexler Grant based on the conversations with Wexler-Grant leadership;

HMH (Math Solutions) will provide Virtual and In-Person Coaching Sessions. Each coaching session will further be scheduled in time increments to meet the needs of the school.

HMH Professional Learning Live Online Course and Coaching Grades K-12 – Quantity 2

HMH Professional Learning Follow-Up In Person 6-Hour Grades K-12 – Quantity 2

All of the virtual and in-person coaching sessions would be customized to meet the needs of the teachers and planned in collaboration with school leadership.

**VIRTUAL AND IN-PERSON PROFESSIONAL LEARNING**

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	<b>Total</b>	<b>\$14,280.00</b>

Total amount: \$14,280.00



**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**. Contractors 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

August 9, 2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Lisa Jacobson, Sr Director, Bids and Contracts

\_\_\_\_\_  
Contractor Printed Name & Title



# Houghton Mifflin Harcourt

**Proposal #008410595**

Prepared For

## **New Haven - Wexler Grant**

54 Meadow St  
New Haven CT 06519

Attention:

**Mandy Bonz**

**mandy.bonz@new-haven.k12.ct.us**

For the Purchase of:

## **Math Solutions**

Prepared By

**Scott Nichols**

**scott.nichols@hnhco.com**

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Mandy Bonz  
mandy.bonz@new-haven.k12.ct.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
k12orders@hnhco.com  
FAX: 800-269-5232  
HMH Orders  
9400 Southpark Center Loop  
Orlando, FL 32819-8647

## Proposal for New Haven - Wexler Grant Math Solutions

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b><u>Professional Development</u></b>						
<b>Online Courses</b>						
1815084 9780358609803	HMH Professional Learning Live Online Course and Coaching Grades K- 12	\$4,200.00	2	\$8,400.00	\$1,260.00	\$7,140.00
<b>Total for Online Courses</b>						
<b>Coaching</b>						
1790597 9780358408741	HMH Professional Learning Follow-Up In Person 6-Hour Grades K-12	\$4,200.00	2	\$8,400.00	\$1,260.00	\$7,140.00
<b>Total for Coaching</b>						
<b><u>Total for Professional Development</u></b>				<b>\$14,280.00</b>		

<i>Total Savings:</i>	<b>\$2,520.00</b>
<i>Subtotal Purchase Amount:</i>	<b>\$14,280.00</b>
<i>Shipping &amp; Handling:</i>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$14,280.00</b>

**\*\*Please add proper sales tax to your order\*\***

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Mandy Bonz  
mandy.bonz@new-haven.k12.ct.us

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FAX: 800-269-5232  
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9400 Southpark Center Loop  
Orlando, FL 32819-8647

Proposal for  
**New Haven - Wexler Grant  
 Math Solutions**

**Total Cost of Proposal (PO Amount): \$14,280.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> New Haven City School District 54 Meadow St New Haven, CT 06519-1783	<b>Sold to:</b> New Haven City School District 54 Meadow St New Haven, CT 06519-1783
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/6/2022

Proposal Expiration Date: 7/21/2022



# Houghton Mifflin Harcourt

Send **Check Payments** to:  
 Houghton Mifflin Harcourt Publishing Company  
 14046 Collections Center Drive  
 Chicago, IL 60693

Attention:  
 Mandy Bonz  
 mandy.bonz@new-haven.k12.ct.us

**HMH Confidential and Proprietary**

Send **Orders** to:  
 k12orders@hnhco.com  
 FAX: 800-269-5232  
 HMH Orders  
 9400 Southpark Center Loop  
 Orlando, FL 32819-8647



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.