

For: Office Use Only

| | | | |
|--------------------------|-------|--------------------------|-----|
| Vendor No. | | Date Entered | |
| <input type="checkbox"/> | Mail | <input type="checkbox"/> | Fax |
| <input type="checkbox"/> | Email | <input type="checkbox"/> | |

CITY OF NEW HAVEN
 Department of Education
 54 Meadow St., New Haven, CT 06519
VENDOR PURCHASE ORDER

| |
|--|
| P.O. |
| ▲ This number must appear on all invoices and package of shipment |

SPECIAL FUNDS

Fiscal Year: 22-23

PURCHASE ORDERS NOT COMPLETED AND DELIVERED WITHIN 60 DAYS ARE AUTOMATICALLY CANCELLED

Vendor:
 Imagine Learning, Inc
 8660 E. Chaparral Rd.
 Scottsdale, AZ 85250

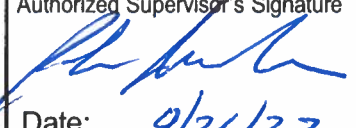
Deliver To:
 New Haven Public Schools
 54 Meadow St.
 New Haven, CT06519

| Date Prepared | Fund | Agency | Program | Object | Project Code |
|---------------|------|--------|---------|--------|--------------|
| 9/26/22 | 2553 | 900 | 6399 | 55100 | 0412 |

| Quantity | Description | Unit Cost | Total Cost |
|----------|--|------------|------------|
| 8 | Imagine Learning Site License Bi-Literacy Site License Bundle, Includes Imagine Language & Literacy, Imagine Español and Imagine Lectura All students enrolled have an Imagine Bi-literacy license for one year from the date of purchase. Clinton Ave., FAME, Hill Central, JC Daniels, J Martinez, Fair Haven, Obama and Truman | 134,039.03 | 134,039.03 |
| 600 | Imagine Language & Literacy Annual Student License | 96.92 | 58,155 |
| 6 | Professional Development Webinar Training | 750.00 | 4,500.00 |

PLEASE NOTIFY BUSINESS OFFICE IF YOUR TOTAL COST EXCEEDS OUR TOTAL AMOUNT BEFORE SHIPPING

Name: Derricka Suggs Email: derricka.suggs@new-haven.k12.ct.us Phone: 1-475-220-1383

| | | | | |
|---|--------------------------|-----------------------|---|---------------------|
| Authorized Supervisor's Signature  | Business Office Approval | Principal's Signature | TOTAL AMOUNT | \$196,694.03 |
| Date: 9/26/22 | Date: | | SUBMIT PURCHASE ORDERS TO: SpecialfundsPO@new-haven.k12.ct.us | |

FOR PAYMENT: Send Your Invoice Electronically or By Mail:
 Email: NHinvoice@newhavenct.gov
 Mail: New Haven Public Schools, Attn: Dept. of Special Funds
 54 Meadow Street, New Haven, CT 06519
 Fax: 1-203-946-5740



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: *Imagine Learning LLC*

Doing Business As, if applicable:

Business Address: *Imagine Learning LLC*
8660 E. Chaparral Rd. Suite 100
Scottsdale, AZ 85250

Business Phone: *(877)725-4257*

Business email: *legal@imaginelearning.com*

Funding Source & Acct # including location code: *ESSER II 2553-900-6399-55100-0412*

Principal or Supervisor: *Pedro Mendia*

Agreement Effective Dates: *From 10/12/22. To 10/12/23.*

Hourly rate or per session rate or per day rate.

Total amount: *\$196,694*

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

Imagine Learning is a digital platform that supports multilingual learners to develop in the areas of language and literacy in both languages Spanish and English. It also provides interventions to students who are enrolled in dual language and ESL programs.


Submitted by: *Pedro Mendia-Landa*

Phone: *475.220-1135*



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Pedro Mendia Landa 
Date: 9/13/22
Re: Imagine Learning LLC

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:** *Imagine Learning LLC*
2. **Description of Service:** *Imagine Learning is a digital platform to support multilingual learners to develop in the areas of language and literacy in both languages Spanish and English. Each student will be able to have access to this supplemental platform to support their learning and teachers can monitor this service. Imagine Learning provides teachers the ability to monitor students to ensure academic growth in both English and Spanish.*
3. **Amount of Agreement:** *\$196,694*
4. **Funding Source** and account number: *2553-900-6399-55100-0100*
5. Approximate number of staff served through this program or service: *130*
6. Approximate number of students served through this program or service: *2,500*
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? *This is a renewal and cost has remained the same*
 - 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? *There are 6 professional development days included in this contract.*

- i. If this is a professional development program, can the service be provided by existing staff? If no, why not? -N/A
- b. After School or Extended Hours Program? N/A
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe)

9. 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? Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No, it has not increased.
- 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: *This company provides a digital platform specifically designed for multilingual learners to support their language and literacy development in both Spanish and English.*

How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? *This company was selected after reviewing various digital platforms that provide language and literacy development to multilingual learners in both languages Spanish and English.*

- b. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A
- c. Who were the members of the selection committee that scored bid applications? N/A
- d. 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

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 company provides a digital platform to address the needs of English learners in the district, it offers support and webinar training to teachers when necessary. In addition, the partnership manager works closely with the multilingual department to support and monitor the usage by teachers per school and review students' growth. Additionally, the department monitors students' growth in both languages to ensure that students are engaged with the digital platform.*

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. (See attached)
 - c. How is this service aligned to the District Continuous Improvement Plan? *According to the district plan, multilingual learners must demonstrate growth in the areas of reading, writing, listening, and speaking. This platform will support students' language and literacy development. It also provides interventions to students who need to increase their language and literacy development specifically to students who are in the country for less than 30 months.*
12. Why do you believe this Agreement is fiscally sound? *It would be fiscally impossible to pay for individual tutors to address the linguistic needs of all the identified multilingual learners in the district. In addition, it will support students enrolled in dual language programs.*
13. What are the implications of not approving this Agreement? *Students will be unable to benefit of a proven supplemental language and literacy development program, and unable to decrease the achievement gap.*



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(Imagine Learning LLC)

FOR DEPARTMENT/PROGRAM:

Department of Multilingual Learners Programs

This Agreement entered into on the 10th day of October 2022, effective (*no sooner than the day after Board of Education Approval*), the 12th day of October, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Imagine Learning LLC located at, 8860 E. Chaparral Rd. Suite 100, Scottsdale, AZ 85250(herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services a total amount of \$196,694.

The maximum amount the contractor shall be paid under this agreement: _____ (\$196,694.03). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service. of the New Haven Board of Education, ESSER II, **Account Number:** 2553-900-6399-55100 **Location Code:** 0412

This agreement shall remain in effect from 10/12/22 to 10/12/23.

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

Data reset from previous year; complete success planning meeting highlighting goals for 2022-2023 including 6 professional development days; support NHPS to ensure that all students have access to an active license through Clever. Quarterly meetings to review usage and outcomes. Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

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. Please see attached Price Quote for Services*

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.

DocuSigned by:
David Alderslade
CG16A2998458413

Contractor Signature

President
New Haven Board of Education

9/20/2022

Date

Date

David Alderslade _____ CFO
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.

Revised: 10/2/18