

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Jane Marks

AMENDMENT #: 1

GRANT # if applicable:

AGREEMENT #: 96363263

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER II Grant

DATE: 3/17/2022

FUNDING SOURCE FOR AGREEMENT: ESSER II Grant

ACCT # FOR AGREEMENT: ESSER II 2552-6363-56697-0000

ORIGINAL AMOUNT OF AGREEMENT: \$1,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$1,000.00

_____ **ACTUAL** OR _____ **ESTIMATE**

AMOUNT OF THIS AMENDMENT: \$0.00

_____ **INCREASE** OR _____ **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$1,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT:

- ESSER II 2552-6363-56697-0000- \$1,000.00

DESCRIPTION AND NEED FOR AMENDMENT: This amendment will update the contractor from the author's pen name, Jane Marks to their legal name, Ghenet Myrthil. There will be no change to the funding amount of the agreement.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: Ghenet Myrthil _____ 3/18/2022
(Name) (Date)

Author

(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT# 96363263



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Janae Marks

Doing Business As, if applicable:

Business Address: 30 Massachusetts Ave, Fairfield CT 06824

Business Phone: 203-507-0954

Business email: janaemarksbooks@gmail.com

Funding Source & Acct # including location code:
ESSER II Grant, Account Number: 2552-6363-56697-0000

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 01/10/2022. To 06/30/2022.

Hourly rate or per session rate or per day rate. 2 hour session, 2:00-4:00 pm
Total amount: \$1,000

Description of Service: Janae Marks, a nationally acclaimed author, will provide a 2 hr. session at an NHPS location at which she will read, speak with kids, and sign books 20-25 minutes before and/or after the presentation.

This event is to promote reading across New Haven among our students, families and the community. The event features local, regional, and nationally acclaimed Authors who attract students and families and expand student's views of what reading is all about. The author will read from a selected book, tell their stories of how they developed as writers and authors, do audience questions and answers, sign books and take pictures as appropriate.

Submitted by: Gemma Joseph Lumpkin Phone: (475) 220-1061

AGREEMENT# 96363263



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(Janae Marks)

FOR DEPARTMENT/PROGRAM:

(Youth, Family, and Community Engagement)

This Agreement entered into on the 10th day of January 2022, effective (*no sooner than the day after Board of Education Approval*), the 11th day of January” and, Janae Marks, Located at, 130 Massachusetts Ave, Fairfield CT 06824 (herein referred to as the “Contractor”.) Please make the check out to: Ghenet Myrthil, 130 Massachusetts Ave, Fairfield CT 06824

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$1,000.00 per 2 hr. session, for a total of \$1,000.00.

The maximum amount the contractor shall be paid under this agreement: one thousand dollars and no cents (\$1,000.00). 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 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 January 11, 2022 to June 30, 2022.

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

Author Janae Marks will be provided a platform to read to, speak with kids and sign books. There will be a 20-25minutes Book signing portion before and/or after the presentation.

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.

Janae M
Contractor Signature

Yuri Ruiz
President
New Haven Board of Education

12/16/2021
Date

1-11-22
Date

Janae Marks, Authr
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.

Janae
Marks



Photo by Jerri Graham Photography

THE LONGER VERSION:

Janae grew up in the suburbs of New York City, where she always wrote. She started out writing illustrated autobiographical stories in kindergarten, and then journal entries, stories to submit to *Seventeen Magazine's* short story contests, and letters to her pen pals and summer camp friends. She read a lot too, of course. Her books were among her prized possessions.

In high school, Janae thought she wanted to pursue musical theater. She loved being on stage, but eventually realized that she cared more about the stories than the performances. While getting her undergraduate English degree, she switched her focus to creative writing and never looked back. She took a literature class on "Girls' Books," where she read *Little Women*, *Harriet the Spy*, *Weetzie Bat*, *The Golden Compass*, and others. She remembered how much she loved stories for children - and still connected with them, even as an adult. That love only grew when she got an MFA in Creative Writing (Writing for Children) from The New School. She'd found her passion! After college, she got an inside look at the publishing world while spending seven years working for a Big 5 publisher. Now, she lives in Connecticut, and when she's not writing fiction or working in education, she's spending time with her husband and daughter - at the beach, when it's warm enough!

Janae wrote three young adult manuscripts before switching to middle grade and writing *From the Desk of*

Janae
Marks

Tegen Books. It received four starred reviews, is a Junior Library Guild selection, a #1 Indie Next pick and an indie bestseller. It was also named Best Book of the Year by Parents Magazine, School Library Journal, Kirkus Reviews, and the Boston Globe. Her second middle grade novel, *A Soft Place to Land*, released on September 14, 2021.

Privacy Policy

© 2020 Janae Marks

Janae Marks
janaemarksbooks@gmail.com

INVOICE

Attention:

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

Date of Invoice: 11/15/2021

Event: NHPS Reading Celebration - 20-25 min presentation and book signing

Date of Event: 12/5/2021 from 2:00 - 4:00 PM

Fee: \$1,000

Please make the check out to:

Ghenet Myrthil, 130 Massachusetts Ave, Fairfield CT 06824