



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Lexia Learning Systems, LLC

Doing Business As, if applicable:

Business Address: 300 Baker Avenue, Suite 320, Concord, MA 01742

Business Phone: 978-405-6200

Business email: leah.klein@lexialearning.com

Funding Source & Acct # including location code: ESSER II – Special Education Recovery, account # 2554-6401-54409, location code: 0490

Principal or Supervisor: Typhanie Jackson, Executive Director of Special Education and Student Services Department.

Agreement Effective Dates: From September 01, 2022. To June 30, 2023.

Hourly rate or per session rate or per day rate. 2,000 used at a rate of \$30.00 each

Total amount: \$60,000

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."* Lexia Core5 Reading/PowerUp Literacy Student subscription to develop phonological awareness, phonics, oral language, reading, spelling and writing skills.

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Executive Director of SPED and Student Services
Date: July 25, 2022
Re: Contract – Lexia Learning Systems, 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:** Lexia Learning Systems, LLC
2. **Description of Service:** Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal – 1year renewal subscription
3. **Amount** of Agreement and hourly or session cost: \$60,000
4. **Funding Source** and account number: ESSER II – Special Education Recovery, account # 2554-6401-544109, location code: 0490
5. Approximate number of staff served through this program or service: 100
6. Approximate number of students served through this program or service: 2,000
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Renewal/No increase
 - b. What would an alternative contractor cost: Comparable market cost
 - c. If this is a continuation, when was the last time alternative quotes were requested? Annually
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? N/A, this license is used to assist teachers in reading.
8. **Type of Service:**
Answer all questions:
 - a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No/this is for a license renewal
 - b. After School or Extended Hours Program? No

- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe) No

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 increase
- g. Will the output of this Agreement contribute to building internal capabilities?
If yes, please explain:

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 contractor addresses the development of phonological awareness, phonics, oral language, reading, spelling and writing skills
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Quotes, selected due to previous history
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Contractor is specialized in this type of service/license
- 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

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 contractor addresses the development of phonological awareness, phonics, oral language, reading, spelling and writing skills. This contractor's performance will be measured by feedback from district representatives, student growth reports and usage reports.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. Renewal
- c. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the district's continuous improvement plan to address the foundational reading skills for students.

12: Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides teachers an opportunity to provide a personalized learning experience without the cost of an additional teacher.

13. What are the implications of not approving this Agreement? The implication of not approving this agreement is that we may not meet the legal requirements in cases where it is recommended through a student's IEP.

Rev: 8/2021

For: Office Use Only

Vendor No.	Date Entered

Mail
 Fax
 Email

Vendor:

Lexia Learning Systems, LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742

Deliver To:

T. Jackson, Sareth Burgess
 New Haven BOE
 54 Meadow Street, 3rd floor
 New Haven, CT 06519

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

SPECIAL FUNDS

Fiscal Year: **2022-2023**

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

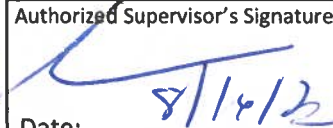
**PURCHASE ORDERS NOT
 COMPLETED AND DELIVERED
 WITHIN 60 DAYS ARE
 AUTOMATICALLY CANCELLED**

Date Prepared	Fund	Agency	Program	Object	Project Code
07/20/22	2554	900	6401	54409	0490

Quantity	Description	Unit Cost	Total Cost
2,000	Lexia Core5 Reading?Powerup Literacy Student Subscription Renewal License <i>OPTION 1</i>	30.00	60,000

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  Date: 8/14/22	Business Office Approval Date:	Principal's Signature Date:	TOTAL AMOUNT \$60,000
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

QUOTE



Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-482216-2
Created Date: 5/11/2022

Prepared By: Leah Klein
Email: leah.klein@lexialearning.com

Quote To:
Typhanie Jackson
New Haven Public Schools
54 Meadow Street
New Haven, CT 06519 US

Bill To:
Typhanie Jackson
New Haven Public Schools
Attn: Dept of General Funds
54 Meadow Street, 4th floor
New Haven, CT 06519 US

1 Year

OPTION 1

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2022	8/31/2023	2,000	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$30.00	\$60,000.00
1 Year Total Price:					\$60,000.00

2 Year

OPTION 2

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2022	8/31/2024	2,000	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$55.00	\$110,000.00
2 Year Total Price:					\$110,000.00

Fax or email Purchase Orders with quote number Q-482216-2 AND Option Number to the following:

Attn: Leah Klein
Email: leah.klein@lexialearning.com
Fax: (978) 402-3621

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide

documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

February 10, 2022

To Whom It May Concern:

This letter will confirm that Lexia Learning Systems LLC is the sole developer, publisher, copyright holder, and patent holder for certain technology (US Patent No. 9,299,266*), and therefore the sole source, of the reading software programs entitled: Lexia® Reading (copyright 2007-2022), Lexia® Strategies® (copyright 2012-2021), Lexia® Core5® Reading* (copyright 2012-2022), Lexia® PowerUp Literacy® (copyright 2018-2021), Lexia® RAPID™ Assessment® (copyright 2015-2022), LETRS® Suite (Language Essentials for Teachers of Reading and Spelling) (copyright 2021-2022), Lexia® Academy (copyright 2020-2022), and Lexia® English Language Development™ (copyright 2021-2022).

For information regarding the license and service terms for the Lexia programs, please see:

The Lexia Application License Agreement, which can be found here:
<https://www.lexialearning.com/privacy/eula>

The Lexia Application Data Privacy Policy, which can be found here:
<https://legal.lexialearning.com/legal/application-privacy.html>

The Lexia Student Records Privacy Statement and Security Plan, found here:
<https://www.lexialearning.com/privacy/student-records-privacy-statement-security-plan>

Lexia Learning Systems LLC is the sole authorized representative providing Lexia products and services for the United States of America.

Sincerely,



Nick Gaehde
President, Lexia Learning Systems LLC / Lexia Voyager Sopris Inc.

CONTRACTOR ASSESSMENT

Vendor Name: Lexia Learning Systems, LLC

Project Description: To provide LexiaCore5 Reading/PowerUp Literacy Students for a 1-year subscription for phonological awareness, phonics, oral language, reading, spelling and writing skills.

Evaluator: Typhanie Jackson

Date: July 25-2022

	Unacceptable			Excellent		Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance					X	
2. Effectiveness of consultation					X	
3. Ability to communicate with staff and parents					X	
4. Monitor and maintain social emotional behavioral records					X	
5. Appropriate recommendations for student programming					X	
Working relationship of contractors with district						
6. Timely submission of department data					X	
7. Positive feedback from staff and families					X	
8. Collegial, collaborative relationships with building professionals					X	
Implementation of practice across the district						
9. Flexibility in scheduling					X	
10. Team work with teacher and other professionals					X	