



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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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



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gemma Joseph Lumpkin
Date: December 7, 2021
Re: Janae Marks

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:** Janae Marks
2. **Description of Service:** Nationally acclaimed author, Janae Marks, will be present for a two hour appearance and, for approximately 25 minutes, the Author will read, speak with kids and sign books at an agreed upon NHPS location.
3. **Amount of Agreement and hourly or session cost:** \$1,000 per 2 hr. session.
4. **Funding Source and account number:** ESSER II Grant Program of the New Haven Board of Education,
Account Number: 2552-6363-56697 Location Code: 0000 (Central Office - \$1,000.00)
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 75
7. **Continuation/renewal or new Agreement? New**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? N/A If yes, by how much? N/A
 - b. What would an alternative contractor cost: \$0 - \$2000; the rate submitted is justified based on her nationally acclaimed status, sales and popularity of the author and services provided. Based on the level of engagement during the two hour session and the author is established as a nationally acclaimed author justifies the cost of the agreement.
 - 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? No the service includes NHPS students and families engaging in an interactive activity with a nationally acclaimed author who has won several awards.

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?
- b. After School or Extended Hours Program? After School
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Women
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? No If yes, is it local or national?
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New Service
- f. If it is a renewal/continuation has cost increased? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? 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:
<http://www.janaemarks.com/bio.html>
- b. How was the Contractor selected? The contractor was selected by NHPS leadership from a select pool of authors.
- c. Is the contractor the lowest bidder? No. If no, why? The nationally acclaimed author has written award winning books which support reading and writing. The content provides an opportunity for discussion and stimulates the imagination of the readers and/or the listening audience. Why was this contractor selected? The author was selected by NHPS leadership.
- 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.

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?
The author will facilitate "Read Along" sessions which support student's development of a stronger vocabulary. Children acquire language primarily through listening. Reading

aloud lets children regularly hear new words in new contexts, which builds their vocabulary and helps them develop their vocabulary. Read along sessions allow students to build connections between the spoken and written word. When children hear words read aloud, they begin seeing how printed words are closely connected to spoken words. Read along sessions provide kids enjoyment and children generally enjoy being read to, which encourages them to see and experience reading as something fun and positive.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - c. How is this service aligned to the District Continuous Improvement Plan (DCIP)?
This service provides an engaging opportunity for NHPS students which is aligned to the DCIP by supporting reading and a positive engagement opportunity with an award winning author. Reading aloud helps students learn how to use language to make sense of the world; it improves their information processing skills, vocabulary, and comprehension.
12. Why do you believe this Agreement is fiscally sound?
NHPS students will participate in the read along activities, facilitated by a nationally acclaimed author, which will build and develop their vocabulary. Read along sessions allow students to build connections between the spoken and written word. Also, the activity encourages students to read and use their imaginations.
13. What are the implications of not approving this Agreement?
The students will not be able to participate in a program that offers support to establish and enhance their vocabulary.



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*. 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

12/16/2021
Date

Date


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*



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

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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