



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: PBLWorks – Buck Institute for Education

Doing Business As, if applicable: PBLWorks

Business Address: 3 Hamilton Landing, Suite 220 Novato CA 94949

Business Phone: 415-883-0122

Business email: services@bie.org

Funding Source & Acct # including location code: 2517-6259-56694-0046

Principal or Supervisor: Sabrina Breland

Agreement Effective Dates: From 08/22/22 To 08/22/22

Hourly rate or per session rate or per day rate.

Total amount: \$7,725.00

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

PBLWorks and East Rock Community and Cultural Studies Magnet School are contracting to work together on professional development services designed to create knowledge and understanding of Project Based Learning through a Sustained Support Virtual Visit.

Submitted by: Tricia Simon

Jubie Lopez

Phone: 475-220-5900

8-1436



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Tricia Simon
Date: September 21, 2022
Re: Service Agreement Contract

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:** PBLWorks – Buck Institute for Education
2. **Description of Service:** Sustained Support Virtual Visit – Professional Development
3. **Amount** of Agreement and hourly or session cost: \$7,725.00
4. **Funding Source** and account number: 2517-6259-56694-0046
5. Approximate number of staff served through this program or service: 13
6. Approximate number of students served through this program or service: all
7. **Continuation/renewal or new Agreement? New**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - b. What would an alternative contractor cost: NA
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
This is a service specified in our Magnet Grant Proposal.
8. **Type of Service:**
Answer all questions:
 - a. Professional Development? Yes
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No, Magnet Grant specifies that we work with Buck Institute for Education
 - b. After School or Extended Hours Program? No
 - 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? No
- b. Is the Contractor Local? No
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Yes, national
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: Yes, teachers will receive professional development that will strengthen their capabilities in delivering quality project-based learning to our students.

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: <https://www.pblworks.org/>
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
Sole Source
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
Designated in Magnet Grant
- d. Who were the members of the selection committee that scored bid applications? School Choice Team
- 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? Contractor will provide sustained support professional development on project-based learning.
- 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?

Project-based learning encapsulates a significant part of the District Continuous Improvement Plan.

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

We are meeting the needs of our students, teachers and grant stipulations.

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

We will not be able to execute aspects of our Magnet Grant with fidelity.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Buck Institute for Education (PBL Works)

FOR DEPARTMENT/PROGRAM:

East Rock Community & Cultural Studies Magnet School

This Agreement entered into on the 3rd day of August, 2022, effective (no sooner than the day after Board of Education Approval), the 22nd day of September, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Buck Institute for Education (PBL Works) located at, 3 Hamilton Landing, Suite 220, Novato, CA 94949 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$7,725.00 per day, for a total of 1 day.

The maximum amount the contractor shall be paid under this agreement: Seven thousand seven hundred twenty-five dollars (\$7,725.00). 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 **Magnet 17-22 East Rock Cultural Studies C/O Program** of the New Haven Board of Education, **Account Number: 2517-6259-56694 Location Code: 0046.**

This agreement shall remain in effect from August 22, 2022 to August 22, 2022.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

Buck Institute for Education (PBL Works) and East Rock Community & Cultural Studies Magnet School are contracting to work together on professional development services designed to create knowledge and understanding of Project Based Learning via a Sustained Support Virtual Visit.

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 Privacy - attached

Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

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:

Contractor Signature

President
New Haven Board of Education

9/30/2022

Date

Date

Sally Kingston, Chief Impact Officer
Contractor Printed Name & Title

Revised: 9-27-21



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

SCHOOL & DISTRICT SERVICES

Services Agreement

PBLWorks – Buck Institute for Education
3 Hamilton Landing, Suite 220
Novato, CA 94949

Agreement Number: A-3988
Agreement Date: May 31, 2022

ADDRESS INFORMATION

Bill to:

54 Meadow St
New Haven, Connecticut 06511

Ship to:

133 Nash St
New Haven, Connecticut 06511

BILLING INFORMATION

Company: East Rock Community
and Cultural Studies Magnet School **Phone:** (475)220-1436
Contact Name: Jubie Lopez **Fax:**
Email Address: jubiel@new-haven.k12.ct.us

1. Description of Work:

- a. Buck Institute for Education dba PBLWorks (“PBLWorks”) and East Rock Community and Cultural Studies Magnet School (“the Client”) are contracting to work together via this Services Agreement on professional development services designed to create knowledge and understanding of Project Based Learning (“PBL”). Our work together includes the services specified in the Table below.

Table 1(a)

SCHOOL & TEACHER SERVICES

| PBLWorks Provided Services | Timeline* | Maximum Participants | Duration | Quantity | Item Cost | Total Cost |
|--|-----------------------------------|----------------------|----------|----------|------------------|-------------------|
| PBL Sustained Support Visit (SSV) (1 Day) - Online | August 22, 2022 - August 22, 2022 | 35 attendees | 1 day | 1 visit | \$7,725.00 visit | \$7,725.00 |
| TOTAL SERVICES | | | | | | \$7,725.00 |

*Time zone to be determined around the Client's local time.

These prices are valid for services within the date ranges listed above. Prices are inclusive of facilitator fees, travel and accommodations as they apply, and administrative and other costs.

- b. The attached Services Catalog is a reference document that describes the specific services that PBLWorks offers at the time of this contract.

This Services Agreement reflects the scheduling and pricing only for the scheduled service(s) listed:

Initial Here: _____ DS
TS

2. Primary Contacts and Responsibilities.

- a. The Client agrees to provide an administrative coordinator who will be the primary contact for logistics related to the services as outlined in the Table in 1(a).
- b. The Client will inform attendees about workshop and follow-up sessions with enough lead time to ensure optimal attendance and impact.

I. Responsibilities for On-Site Services

- a. For on-site services, the Client will provide meeting space, projector/screens to display the workshop slide-deck, speakers/sound system to project presentation audio/visuals, chart paper, markers, and post-it notes for each service listed.

II. Responsibilities for Online Services

- a. For online services, PBLWorks agrees to supply the online conference rooms, the workshop facilitators, and Tier One technical customer support.
- b. The Client agrees to provide a roster, with name and current email address for each participant, to PBLWorks a minimum of two weeks before the service commences.
- c. The Client will be responsible for ensuring that participants adhere to the attached **Technical Requirements - Online Services**, which serves as a reference to describe the required technology for participants.

3. Participation in Services.

- a. Participation in PBLWorks service offerings is limited to members of the Client's organization, and may not be used by anyone outside the organization without written permission from PBLWorks. Seats in any PBLWorks service are not for resale.
- b. Each service that PBLWorks provides has a maximum number of participants, instructionally designed to be the optimum attendance for quality work. If the participants exceed the maximum number for any service provided, PBLWorks reserves the right to cancel the service. If the presenter is able to accommodate additional participants, the Client may be charged the appropriate fees for additional services provided.

4. Intellectual Property.

- a. PBLWorks has developed a proven and proprietary method to teach PBL using certain protocols, methods, modules, audiovisual, online materials, instructional methodology, framework, and series of PBL steps. ("Intellectual Property"). This Intellectual Property and any related proprietary methodology are embodied in various PBLWorks owned copyrighted works.
- b. To the extent that PBLWorks makes any modifications, alterations, add-ons, versions, updates, or other changes to the Intellectual Property, such modifications, alterations, add-ons, versions, updates or other changes shall constitute derivative works, which shall be considered part of the Intellectual Property defined herein.
- c. PBLWorks reserves and retains all right, title, interest, and goodwill in and to the Intellectual Property, regardless of the form or media in which it may exist. PBLWorks hereby provides a limited, royalty-free, non-exclusive right to the Client to use the Intellectual Property within its organization and in connection with the services outlined in the Table in 1(a) and/ Book of Services.
- d. The Client hereby agrees that it will not distribute, film, record, circulate, copy, cause to be copied, or otherwise replicate the Intellectual Property for use other than within the Client's organization in connection with the services outlined in the Table in 1(a) or as otherwise set forth herein.
- e. The Client shall retain exclusive copyrights to all written material, such as project design blueprints, developed by its participants during professional services events.
- f. To the extent that Client utilizes any trademark owned by PBLWorks in connection with any promotion of any of the services listed in the Table in 1(a) or described in the Book of Services, PBLWorks hereby grants Client a non-exclusive, royalty-free, limited license to use any PBLWorks trademarks as described in this paragraph. Any and all goodwill associated with the use of said trademarks will inure to the benefit of PBLWorks. PBLWorks trademarks include, but not limited to, PBLWORKS, BUCK INSTITUTE FOR EDUCATION, PBL, PROJECT BASED LEARNING and any and all corresponding designs associated therewith. The Client will not use the proprietary trademarks of PBL Institute and/or PBL World.

5. Terms of Payment.

- a. The Client agrees to pay PBLWorks \$7,725.00 as outlined in the Table in 1(a).
- b. PBLWorks will submit invoices to the Client within 30 days following each service provided.
- c. The Client will submit payment to PBLWorks upon receipt of each invoice 30 days from receipt.
- d. Online Consultancy sessions will be invoiced for the full block of time at the end of the service, and any unused hours are not rolled over into later months.

- e. If the Client requires a purchase order (PO) for individual services, they agree to deliver it to PBLWorks 30+ days prior to each service start date. If the PO is not provided within 30 days prior to the scheduled service start date, PBLWorks reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.
- f. For services outside of the United States, all international taxes, fees, and charges caused by wire transfer/ACH/check payment shall be borne by the school or district. All payments made to PBLWorks shall be drawn on U.S. funds.

6. Cancellation of services.

- a. If the client cancels any of the contracted services, a request must be made in writing 60 days in advance of the scheduled date.
- b. Client cancellations for each service are subject to fees described in the Table in 7(e) in order to compensate for costs already incurred by PBLWorks as a part of the scheduling process.

7. Rescheduling of services.

- a. If the Client needs to change the planned dates of any of the contracted services, a request must be made in writing 30 days in advance of the scheduled date. The Client agrees to diligently work to reschedule within 60 days of such notice.
- b. Rescheduling requests for each service are subject to fees described in the Table below in order to compensate for costs already incurred by PBLWorks as a part of the scheduling process.
- c. If no rescheduled date is provided within 30 days of the scheduled service date, the client will be invoiced for the full cancellation fee.
- d. If PBLWorks cancels or fails to deliver a scheduled service, they will not invoice the client until the rescheduled service is delivered.

| Notification Period (# of days prior to the confirmed service delivery date) | Rescheduling Fee (per service) (USD) | Cancellation Fee (per service) (USD) |
|--|---|--------------------------------------|
| 60+ days | \$0 | \$0 |
| 31-60 days | \$250* | \$2,500 |
| 8-30 days | \$500 * | \$2,500 |
| 1-7 days | \$750* | \$2,500 |
| < 24 hours (including, but not limited to, incidents of inclement weather, fire, power failure, or other similar occurrence) | \$1,000 + Full reimbursement of travel expenses will be required. | Full cost of service |

** Including, but not limited to, failure to provide PBLWorks with a PO if the Client requires PO for purchase or payment of these services.*

- e. In the event of the non-performance of a service for reasons beyond the control of either party that could not have been foreseen or provided against (force majeure), both parties will communicate within 30 days to reschedule the service. There will be no cancellation or rescheduling fees applied if successful rescheduling occurs within this 30 day window.

8. Revisions to Services.

- a. The Client and PBLWorks reserve the right to renegotiate the services based on the changing needs of the Client and/or new or expanded offerings of PBLWorks. Both parties agree that any such negotiation should be concluded well in advance of any planned services so as not to disrupt existing schedules.
- b. The overall fee agreed upon in this Services Agreement will not be adjusted downward as a result of such negotiation.
- c. Any agreed upon change in the services must be in writing and signed by both parties.
- d. The Client understands that PBLWorks prices will increase from time to time. The prices outlined in the Table 1(a) at any given time are specific to the time period of their delivery. Renegotiated service offerings are subject to the price of that service at the time of renegotiation.

9. Research data, use of images, and use of Client name.

- a. The Client understands that PBLWorks is a research organization and that the survey data and other observations collected from Client participants may inform research studies. The Client also agrees to provide available information on request (e.g. test scores, available and non-confidential about students) that will help to support PBLWorks's research.
- b. In the course of delivering services, PBLWorks may take pictures or videos of workshop attendees. The Client agrees that PBLWorks may use these images in marketing, promotion or other materials. PBLWorks agrees to request separate permission for use of any images or videos that include students.
- c. The Client agrees that PBLWorks may announce their participation in PBLWorks services on PBLWorks's website, in press releases and in other marketing and promotional materials, and in PBLWorks's research studies and reports.

10. Termination.

- a. Either party may terminate this Services Agreement: (i) in the event that either party becomes insolvent, files for bankruptcy or has its assets assigned to a receiver for the benefit of its creditors; and/or (ii) if the other party commits fraudulent or illegal conduct resulting in a material adverse effect on the terminating party.
- b. This Services Agreement shall be binding on the successors, heirs, and assigns of either party.

11. Governing Jurisdiction.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law rules. The Client also hereby irrevocably submits to the jurisdiction of the courts of Marin County, California, for any suits or proceedings arising out of or relating to these Terms and Conditions and corresponding Exhibits.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the services on this Agreement?

Please select (Customer to Complete)

No

Yes

If yes, and you have this information, please enter it below:

PO Number:

PO Amount:

If the Client requires a purchase order (PO) for individual services, they agree to deliver it to PBLWorks 30+ days prior to each service start date. If the PO is not provided within 30 days prior to the scheduled service start date, PBLWorks reserves the right to cancel the service and issue an invoice for the applicable cancellation fee to the client, as described below.

SIGNATURE BLOCK

Bob Lenz

May 31, 2022

Bob Lenz
Chief Executive Officer

Date

Buck Institute for Education
3 Hamilton Landing, Suite 220
Novato, CA 94949

Client:
DocuSigned by:
Tricia Simon
786EAF3371EB419...

6/6/2022

Official's Signature

Date

Tricia Simon

Printed Name

MRT

Title

ATTACHMENTS

- Attachment 1, **PBLWorks Services Catalog**, serves as a reference to describe services listed in the Statement of Work.
- Attachment 2, **Technical Requirements - Online Services**, serves as a reference to describe the required technology for participants attending online services.

