

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: The Buck Institute for Education **AMENDMENT #:** 1

GRANT # if applicable: 2517-6233-56694-0042 **AGREEMENT #:** 96233458

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: Magnet 16-19 Clemente C/O **DATE:** 5/8/2020

FUNDING SOURCE FOR AGREEMENT:

ACCT # FOR AGREEMENT: 2517-6233-56694-0042

ORIGINAL AMOUNT OF AGREEMENT: \$ 16,500.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$16,500.00 (\$4,125.00 per day for 4 days) **ACTUAL**

AMOUNT OF THIS AMENDMENT: \$ 4,500.00 @ 225.00 an hour for a maximum of 20 hours

DECREASE of \$12,0000

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$4,500.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2517-6233-56694-0042

DESCRIPTION AND NEED FOR AMENDMENT: The amendment is due to school closure. The amount has decreased to \$225 per hour for 20 hours, instead of the previous per session rate for service. The decrease is due to reduced days of training and travel for in school PD. The PD with the Buck Institute will now be done online instead of on-site. The content of the PD will be consistent with the original agreement with a focus on how to deliver instruction through distance learning. All strategies learned through the PD will be added to existing magnet units for the final revision of the magnet cycle. The Buck Institute will invoice on a monthly basis for the hours delivered.

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

CONTRACTOR'S SIGNATURE: Debra S. Hunter 5/8/2020
(Name) (Date)

Debra S. Hunter, Chief Strategy and Operations Officer
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

AGREEMENT NO. 96233458

Please Type

Contractor full name: The Buck Institute of Education

Doing Business As, if applicable:

Business Address: 3 Hamilton Landing, Suite 20 Novato, CA 94949

Business Phone: 413-883-0122

Business email: Finance@bie.org

SS# OR Tax ID #: 68-0160429

Funding Source & Acct # including location code: **Magnet 16-19 Clemente C/O & 2517-6233-56694-0042**

Principal or Supervisor: Peggy Moore, Principal

Agreement Effective Dates: From March 10, 2020 to May 29, 2020

Hourly rate or per session rate or per day rate. \$4,125.00 per day

Total amount: \$16,500.00 (4 day)

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

The Buck facilitator will help teachers develop PBL opportunities into individual lessons. Additionally, the instructor will help assist teacher will strategies for differentiation and socio-emotional through the lens of PBL. These strategies will be added to their magnet units in the final revision for the magnet cycle.

Submitted by: Michael Youngman

Phone: 475-220-7621

Michael Youngman

8-1436



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT NO. 96233458
AGREEMENT

By And Between
The New Haven Board of Education
AND

The Buck Institute for Education

FOR DEPARTMENT/PROGRAM:

Roberto Clemente Leadership Academy

This Agreement entered into on the 6th day of February, 2020, effective (*no sooner than the day after Board of Education Approval*), the 10th day of March, 2020 by and between the New Haven Board of Education (herein referred to as the "Board" and, The Buck Institute for Education located at 3 Hamilton Landing, Suite 220, Novato, California 94949(herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$4,125.00 per day, for a total of \$16,500.00 (4 Days).

The maximum amount the contractor shall be paid under this agreement: Sixteen thousand five hundred dollars(\$16,500.00). 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 16-19 Clemente C/O **Program** of the New Haven Board of Education, **Account Number:** 2517-6233-56694 **Location Code:** 0042.

This agreement shall remain in effect from March 10, 2020 to May 29, 2020

SCOPE OF SERVICE: *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*

The PD will further develop the knowledge base of PBL for our teachers. The facilitator will provide a two day sustained support visit to address strategies for differentiation and socio-emotional learning through PBL. Additionally, the facilitator will assist with the revision and improvement of magnet units through enhancing PBL lessons and opportunities for marking period 3 and 4 units.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

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*. 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.


Contractor Signature


President
New Haven Board of Education

2-07-2020
Date

3/9/20
Date

Debra S. Hunter, Chief Strategy and Operations Officer
Contractor Printed Name & Title

SCHOOL & DISTRICT SERVICES

Services Agreement

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

Agreement Number: A-3134
Agreement Date: February 5, 2020

Address Information

Bill to:

360 Columbus Avenue
New haven, CT 06519

Ship to:

360 Columbus Avenue
New haven, CT 06519

Billing Information

Company: Roberto Clemente
Leadership Academy

Contact Name: Michael
Youngman

Email Address: michael.youngman@new-haven.k12.ct.us

Phone:

Fax:

1. Description of Work:

- a. Buck Institute for Education dba PBLWorks (“PBLWorks”) and Roberto Clemente Leadership Academy (“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.



School & Teacher Services

PBLWorks Provided Services	Timeline	Maximum Participants	Duration	Quantity	Item Cost	Total Cost
Teacher Sustained Support Visit (2-day)	April 6, 2020 - April 7, 2020	35 attendees	2 days	1 visit	\$8,250.00 /visit	\$8,250.00
Teacher Sustained Support Visit (2-day)	May 4, 2020 - May 5, 2020	35 attendees	2 days	1 visit	\$8,250.00 /visit	\$8,250.00
TOTAL SERVICES						\$16,500.00

Pricing is all-inclusive of materials, facilitators' travel and accommodations within the continental United States, along with other applicable fees. The prices listed are in USD and do not include any applicable taxes for services provided outside of the United States.

- 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: _____

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. The Client will also 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.

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, 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.

5. Terms of Payment.

- a. The Client agrees to pay PBLWorks \$16,500.00 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. 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.

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.
- e. In the event of the cancellation of the performance of a service for reasons beyond the reasonable control of a party that could not reasonably have been foreseen or provided against (force majeure), both parties will diligently work to reschedule the service within 30 days.

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.

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. Sub-Contractor Disclosures.

PBLWorks and the Client agree that PBLWorks may assign an appropriately trained and experienced primary presenter, a "National Faculty" designee, for the training programs described in this Services Agreement. PBLWorks will be solely responsible for payment of his/her compensation. National Faculty members are not PBLWorks employees. When assigned to a particular project, a National Faculty member serves in the capacity of an independent contractor to PBLWorks. The person(s) assigned by PBLWorks to act as presenter of PBLWorks materials under this Contract is not an agent of PBLWorks and has no authority to modify the terms and provisions of this Services Agreement on behalf of PBLWorks, or to bind PBLWorks to provide any additional materials or services related to this Contract which are not specified in this Services Agreement.

11. 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.

12. 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

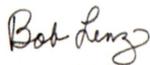
Signature:

Name:

Title:

Date:

Signed:



Bob Lenz
Executive Director
Buck Institute for Education