



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: President and Fellows of Harvard College

Doing Business As, if applicable: Programs in Professional Education at the Harvard Graduate School of Education

Business Address: 13 Appian Way, Longfellow Hall, 5th Floor, Cambridge, MA, 02138

Business Phone: 617-496-0581

Business email: catherine_gardner@gse.harvard.edu

SS# OR Tax ID #: 04-2103580

Funding Source & Acct # including location code: ARP ESSER III Carryover: 2553-6399-56694-0105

Principal or Supervisor: Keisha Redd-Hannans

Agreement Effective Dates: From 2/13/2024. To 6/30/2024.

Hourly rate or per session rate or per day rate: \$4995 per participant.

Total amount: The cost is based upon a maximum of 250 participants and will not exceed \$1,248,750.

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."* The Data Wise Leadership Institute will be offered on-site in New Haven over three days, followed by eight months of follow-up virtual coaching support for each team. Through an eight-step improvement model, Data Wise helps schools, districts, and organizations to cultivate the habits of mind, norms, and practices that support continuous improvement and lead to equitable outcomes for all students.

Submitted by: Keisha Redd-Hannans

Phone: 475-220-1017



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Keisha Redd-Hannans
Date: December 19, 2023
Re: President and Fellows of Harvard College

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:** President and Fellows of Harvard College, d.b.a. Programs in Professional Education at the Harvard Graduate School of Education
2. **Description of Service:** The Data Wise Leadership Institute will be offered on-site in New Haven over three days, followed by eight months of follow-up virtual coaching support for each team. Through an eight-step improvement model, Data Wise helps schools, districts, and organizations to cultivate the habits of mind, norms, and practices that support continuous improvement and lead to equitable outcomes for all students.
3. **Amount of Agreement and hourly or session cost:** The cost is based upon a maximum of 250 participants and will not exceed \$1,248,750
4. **Funding Source and account number:** ARP ESSER III: 2553-6399-56694-0105
5. **Approximate number of staff served through this program or service:** 2,000 staff members
6. **Approximate number of students served through this program or service:** 19,200 students
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? New service
 - b. What would an alternative contractor cost: This is a sole source.
 - c. If this is a continuation, when was the last time alternative quotes were requested? New service
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? This is not a service that existing staff could provide in-addition to their other responsibilities.

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? This is not a service that existing staff could provide in-addition to their other responsibilities. This is a sole source provider.
- 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? Yes; a Massachusetts-based not-for-profit.
- 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? If yes, by how much? N/A.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: This Agreement will build the capacity of staff. They will receive professional learning on the Data Wise collaborative inquiry process to improve teaching and learning

10. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. The contractor developed the collaborative data inquiry process.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Sole Source
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: The contractor was selected based upon their proven record of success.
- d. Who were the members of the selection committee that scored bid applications?
- 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 contractor will provide NHPS with a system wide research-based data protocol that will equip staff with the skills necessary to make data-driven decisions to improve student outcomes. The contractor's performance will be measured and monitored by attending professional learning sessions led by the contractor, observing data team meetings, and student performance.

- 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? The Data Wise Process utilizes a research-based continuous improvement protocol to improve teaching and learning, which is directly aligned to our academic goals.
12. Why do you believe this Agreement is fiscally sound? The Data Wise Leadership Institute will be offered on-site in New Haven over three days, followed by eight months of follow-up virtual coaching support for each team. Through an eight-step improvement model, Data Wise helps schools, districts, and organizations to cultivate the habits of mind, norms, and practices that support continuous improvement and lead to equitable outcomes for all students.
13. What are the implications of not approving this Agreement? If this Agreement is not approved, we will not have a consistent data protocol in the District.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

(President and Fellows of Harvard College)

FOR DEPARTMENT/PROGRAM:

(Office of Academics)

This Agreement entered into on the 13th day of Feb, 2024, effective (*no sooner than the day after Board of Education Approval*), the 13th day of Feb, 2024, by and between the New Haven Board of Education (herein referred to as the “Board” or “Client”) and, President and Fellows of Harvard College (“Harvard”) acting through Programs in Professional Education (“Professional Education”) at the Harvard Graduate School of Education located at, 13 Appian Way, Longfellow Hall, 5th Floor, Cambridge, MA, 02138 (herein referred to as the “Contractor” or “Professional Education”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 4,995 per participant, for a total of 250 people. Payment may include a deposit or multiple payments in advance of the Program, as stated in the Statement of Work.

The maximum amount the contractor shall be paid under this agreement: one-million two-hundred-forty-eight and seven-hundred-fifty dollars. (\$1,248,750). 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 ARP ESSER III Program of the New Haven Board of Education, **Account Number:** 2553-6399-56694 **Location Code:** 0105.

This agreement shall remain in effect from 2/13/2024 to 6/30/2024.

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

The Data Wise Leadership Institute will be offered on-site in New Haven over three days, followed by eight months of follow-up virtual coaching support for each team. Through an eight-step improvement model, Data Wise helps schools, districts, and

organizations to cultivate the habits of mind, norms, and practices that support continuous improvement and lead to equitable outcomes for all students.

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 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.**

Intellectual Property Rights. The design, content and all other aspects of Professional Education's Programs, Professional Education's websites and all related materials prepared by Professional Education are protected by copyright, trademark and other laws. For clarity, Harvard University (or, as the case may be, an individual author pursuant to Harvard's intellectual property policies) owns the copyright and other rights in all aspects of Professional Education's website, and in any curriculum, program design, content and instructional materials developed for or used in any Program ("Program Materials") developed by or for Harvard and Professional Education. Client may not copy, modify, adapt, translate, create derivative works of, rent, loan, sell, distribute, perform, display or otherwise make available the content of any Professional Education Program or Program Materials and presentations provided by Professional Education without the prior written consent of Professional Education through appropriate authorized individuals. Participants may use their copies of Program Materials for personal education and reference. Participants may not record or distribute Program sessions, whether online or in person, without the prior written consent of Professional Education through appropriate authorized individuals.

Use of Names. Client's use of the name "Harvard" (alone or as part of another name) in advertising or promotional materials shall be permitted only upon prior written approval of, and in accordance with restrictions agreed to by, Harvard. The use of any "Harvard" or Harvard entity-related logo is prohibited. Professional Education must review and approve all promotional materials referring to the collaboration prior to materials being published and distributed. Professional Education's review will ensure that any use of name does not imply an endorsement by Harvard but is limited to the fact of this Agreement (i.e., this collaboration is not a "joint program" but an opportunity for Client to participate in a Professional Education program). Where there is agreement to use of name, it must be limited to the collaborating department/School (i.e. Professional Education/HGSE) not "Harvard University". Harvard's use of the names belonging to Client (alone or as part of another name) in advertising or promotional materials shall be permitted only upon prior written approval of, and in accordance with restrictions agreed to by Client. Client must review and approve all promotional materials referring to this Agreement prior to materials being published and distributed. Neither party may issue a press release or other public announcement about this Agreement or the Program, without the prior written approval of the other party, except that each party may identify the other in any description of the Program in its customary informational listings of activities in accordance with this Section.

Disclaimer of Warranties. Harvard does not warrant the performance or results that Client or Participants may obtain through Professional Education Programs. Harvard disclaims all warranties of any kind (express, implied or otherwise) regarding its courses, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Limitation of Liability and Remedies. In no event shall Harvard be liable to Client nor Client liable to Harvard, in contract, tort or otherwise, for any indirect, special, incidental, consequential, punitive or other damages of any kind whatsoever for services rendered related to this Agreement, and regardless of whether Harvard or Client is advised of the possibility of such damages. In no event shall the liability of Harvard or Client arising out of any kind of legal claim (whether in contract, tort, including negligence, or otherwise) in any way connected with services rendered related to this Agreement exceed the amount paid by Client to Professional Education under this Agreement.

Prohibited Parties. The Parties acknowledge that Professional Education is not required to provide any Program to the Client or any Program participant if the Client or any Program participant is or will be at the start of any Program on any prohibited party list maintained by the U.S. government or otherwise precluded by United States law from participating in or accessing the Program. No refund of amounts paid hereunder will be made if Professional Education determines that it cannot provide a Program to Participants consistently with United States law. In such cases, Professional Education will make good faith efforts with Client to transfer seats to other participants from Client.

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.

Harvard may terminate this Agreement for any reason at any time, upon sixty (60) days prior written notice.

Consequences of Termination.

- i. If either party terminates this Agreement, such party shall have no liability to the other party for any damages, losses or expenses resulting from the termination; except that if a Statement of Work has been executed prior to the termination of this Agreement and has not been terminated, the Program will continue pursuant to the terms of the Statement of Work.
- ii. No termination shall relieve either party of (i) any obligation to pay amounts that were due under this Agreement and/or a Statement of Work on the effective date of the termination, including amounts due as a result of cancellation or rescheduling of a Program pursuant to a Statement of Work, or (ii) any liability for such party's breach of this Agreement.

Eric D.
Hultmark

Contractor Signature

Digitally signed by Eric D.
Hultmark
Date: 2024.01.23 16:04:58
-05'00'

President
New Haven Board of Education

January 23, 2024

Date

Date

Eric Hultmark
Associate Dean for Finance

Contractor Printed Name & Title

Revised: 9-27-21

**Exhibit A:
Statement of Work –
Data Wise for New Haven Public Schools**

This Statement of Work (“SOW”) is effective as of February 13, 2024 (the “Effective Date”) and is incorporated into, and governed by the terms and conditions of, the Agreement between President and Fellows of Harvard College, a Massachusetts non-profit educational corporation (“Harvard University”), acting through Programs in Professional Education (“Professional Education”) at the Harvard Graduate School of Education (“HGSE”) and New Haven Board of Education (“Client”), dated February 13, 2024 (the “Agreement”). Unless otherwise defined, capitalized terms used in this SOW shall have the meaning ascribed to them in the Agreement.

- 1.0 Program Description.** The Data Wise Leadership Institute (“the Program”) will be offered twice on-site in New Haven, each time over three days, and will prepare participants to launch Data Wise in their setting. The program will serve school teams of at least four participants and include eight months of follow-up virtual coaching support for each team. Final Program content and delivery decisions will be made by Professional Education, working with representatives from Client.
- 2.0 Learning Objectives.** Through an eight-step improvement model, Data Wise helps schools, districts, and organizations to cultivate the habits of mind, norms, and practices that support continuous improvement and lead to equitable outcomes for all students. This custom offering of the material will be developed to meet the needs of the New Haven Public Schools and will prepare participants to launch Data Wise in their own setting.
- 3.0 Program Details and Faculty**
The title of the Program is the Data Wise Leadership Institute. Professional Education will identify a faculty chair to lead the Program delivery on site and arrange for the participation of HGSE faculty and practitioners, consulting with Client on topics and interests. It is understood that not all faculty will be available at the time the Program is being run, and it may be necessary to have more than one topic or presenter in mind to fulfill a particular role.
- 4.0 Program Fees:**
The number of participants in each Institute offering is between 50 and 250. The total number of participants for the two offerings combined is not expected to exceed 250. The Total Fee associated with this SOW is between \$249,750 and \$1,248,750 based on the following.

 - The fee per participant is \$4995.
 - The Total Fee will be calculated in two segments, one for each Institute, and paid according to Section 8.0 below.
 - If 100-149 participants are enrolled in one Institute, the Total Fee will be reduced by \$39,960, the equivalent of 8 participant fees (two teams of four).
 - If 150 or more participants are enrolled in one Institute, the Total Fee will instead be reduced by \$59,940, the equivalent of 12 participant fees (three teams of four).

The Program consists of the components (the “Components”) indicated below:

 - Three-day in-person learning experience, for which Harvard University will provide

all faculty and teaching fellows.

- Enrollment of all participants in Data Wise in Action, providing eight-months of virtual team-level coaching support.

5.0 Program Venue. The Data Wise Leadership Institute will be hosted in New Haven at a location chosen and provided by Client. The location must be large enough to fit all participants (50-150), plus a teaching team of up to 20. In addition to a main classroom space, smaller breakout rooms are also requested. Finally, the classroom must include wifi access for all participants and staff and access to AV presentation technology.

6.0 Program Attendees. Client will be responsible for selecting and recommending Program attendees who have responsibilities related to the Data Wise content and approach. The prospective participants will be approved by Professional Education. Client will provide a complete list of Participant names, including their titles, institutions, and contact information (email) to Professional Education no later than six weeks in advance of the program. Professional Education will be responsible for activities required to enroll Participants.

7.0 Program Scheduling. The program will be hosted on mutually agreed-upon dates in Spring 2024, tentatively March 12 – 14 and May 14 – 16, 2024.

8.0 Payment Schedule. Client will be responsible for payment to Harvard University according to the following schedule.

- Segment 1a – By February 15, 2024: initial payment of \$125,000 towards the March 12-14 Institute.
- Segment 1b – By March 4, 2024: payment of the remainder of the fees for the March 12-14 Institute, based on the number of participants anticipated. (See 3.0 above.)
- Segment 2 – By April 12, 2024: payment in full for the number of participants in the May 14-16 Institute.

9.0 Termination and Rescheduling.

9.1 Client may cancel this agreement for any reason upon thirty (30) days' written notice sent to Professional Education by certified U.S. mail, return receipt requested. In such case Professional Education will retain as cancellation fees all payments received up to the date of notice.

9.2 Alternatively Client may change the Program dates in discussion with Harvard University, upon thirty (30) days' written notice sent to Professional Education by certified U.S. mail, return receipt requested. In such case Professional Education will retain all payments received up to the date of notice, and will develop jointly with Client a new Payment Schedule based on the new Program dates and the remainder of the Total Fee.

10.0 Payment Instructions. Client may choose to pay by check or by wire.

Check: Make payable to 'Harvard University'. Federal Tax ID 04-2103580. US funds only (USD). Check must be mailed to: Finance Department, Professional Education, HGSE, 13 Appian Way, 5th Floor, Cambridge, MA 02138.

Wire: All payments by wire transfer should follow the instructions below.

Bank Name: Bank of America.

Bank identifier number (ABA): 026-009-593

(SWIFT): BOFAUS3N

(ACH): 011000138.

Bank address: 100 Federal Street, Boston, MA 02110.

Bank Account Name: President and Fellows of Harvard College GSE Wire.

Bank Account Number: 9428-370230.

Memo: Please include Invoice Number, Name

Client will pay any applicable bank fees in addition to the total due.

- 11.0 Program Contacts.** The primary contact for Professional Education will be Cate Gardner, Director of The Principals' Center, catherine_gardner@gse.harvard.edu. Professional Education may designate additional contacts as the Program date approaches.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE, acting through Professional Education at the Harvard Graduate School of Education

By: Eric D. Hultmark Digitally signed by Eric D. Hultmark
Date: 2024.01.23 16:05:32 -05'00' Date: _____
Name: Eric Hultmark
Title: Associate Dean for Finance

Address:
Harvard Graduate School of Education
Nichols House, 205
7 Appian Way
Cambridge, MA 02138
Telephone: 617-495-4445
Email: eric_hultmark@gse.harvard.edu

Primary Professional Education Contact for All Program-Related Correspondence and Information:

Catherine Gardner
Director, The Principals' Center
Professional Education
Harvard Graduate School of Education
13 Appian Way, 5th Floor, Cambridge, MA 02138
Email: catherine_gardner@gse.harvard.edu

NEW HAVEN BOARD OF EDUCATION

By: _____ Date: _____
Name: _____
Title: President, New Haven Board of Education
Address: _____
{ADDRESS LINES}

Telephone: {NUMBER}

Email: {EMAIL}



MEMORANDUM

BUREAU OF PURCHASES

CITY OF NEW HAVEN

Malinda M. Figueroa, Purchasing Agent
200 Orange Street, Room 301
New Haven, Connecticut 06510
Telephone (203) 946-8201
Facsimile (203) 946-8206
Email: mfiguero@newhavenct.gov

SLSRC #30015X NHPS

DATE: December 28, 2023

TO: Edith Johnson, Director of Professional Learning, NHPS

FROM: *Malinda Figueroa*
Malinda M. Figueroa, Purchasing Agent

RE: Sole Source – Data Wise Program, Harvard Graduate School of Education

I have received your sole source request with supportive documentation for the above-referenced vendor. This vendor is the sole provider of Data Wise: Using Collaborative Data Inquiry to Build Equitable Schools, the Data Wise in Action Program, and the Data Wise Coach Certification Program. This institution has a unique program that will cultivate the habits of mind, norms and practices that support continuous improvement and lead to equitable outcomes for all students.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above referenced vendor as the "Sole Source" vendor for the above referenced purpose. This Sole Source letter shall be reference for all future transaction associated with this vendor.

While all else remains the same this Sole Source does not expire.

Please note any non-competitively bid contract which is \$150,000.00 or greater may require Board of Alder approval.

Any questions, please feel free to contact me @ x8201.

c: Linda Hannans/Keisha Redd-Hannans, NHPS
Accounts Payable
File