



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: PowerSchool Group LLC

Doing Business As, if applicable:

Business Address: PO Box 398408, San Francisco, CA 94139-840

Business Phone: 888-265-7641 or Fax – 916-357-9934

Business email: ar@powerschool.com

SS# OR Tax ID #:

Funding Source & Acct # including location code: 190-419-00-56694

Principal or Supervisor: Michele Sherban, Ed.D.

Agreement Effective Dates: From 07/15/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate.

Total amount: \$29,627.39

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

Renewal of Unified Talent (TalentEd) Perform, educator evaluation platform.

Submitted by: Michele Sherban Phone: 475-220-1160



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michele Sherban, Ed.D.
Date: May 27, 2022
Re: F & O Agenda Item Request/Approval
PO for PowerSchool LLC – Unified Talent Perform

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:** PowerSchool Group LLC
2. **Description of Service:** Unified Talent Perform, a customized performance evaluation software system to New Haven Public Schools, annual renewal. Sole Source #29081
3. **Amount** of Agreement and hourly or session cost: \$29,627.39
4. **Funding Source** and account number: 190-419-00-56694
5. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? Cost has increased by \$2194.62 over 21-22 rate.
 - b. What would an alternative contractor cost: Typical low end rates for this service are \$2-3/employee per month plus a setup fee of approximately \$2000 which would put annual costs in the range of \$48,000.

- c. If this is a continuation, when was the last time alternative quotes were requested? Alternative quotes have not been requested since this system was implemented in 2012.
- 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. Our IT department does not have the capacity to develop an application to duplicate this service.

6. 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? no
- c. School Readiness or Head Start Programs? no
- d. Other: (Please describe) secure access for all certified employees to an evaluation platform. Educator evaluation is required by state statute.

7. 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? Annual renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
\$2032.06
- g. Will the output of this Agreement contribute to building internal capabilities?
If yes, please explain: no

8. 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. TalentEd Perform was purchased by PowerSchool because it was one of the leading performance evaluation platforms for the K-12 market.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? When TalentEd was initially selected it was through Sole Source.
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: When we initially sought to implement an online evaluation system in 2011 we sought quotes, at the time TalentEd was the only platform specifically designed for K-12 Educator evaluation and price was significantly less than systems designed for other industries. In its current state the system has been highly customized to meet our specific needs.

9. 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? Access to a proprietary educator evaluation platform that is customized to meet New Haven's specific needs. Feedback from users on ease of use will be used to monitor performance as well as monitoring for any outages of service.
 - b. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. No disruptions to service were experienced during the 2021-22 school year.
 - c. How is this service aligned to the District Continuous Improvement Plan? Educator Evaluation is required by state statute.
10. Why do you believe this Agreement is fiscally sound? It continues to be fiscally sound. The product has continued to improve with input from users with small increases in cost over time.
11. What are the implications of not approving this Agreement? If this purchase order is not approved we will lose our access to an online educator evaluation system that has been customized to meet our changing needs.

For: Office Use Only

Vendor No.	Date Entered
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Mail Fax Email

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

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**

Vendor:

GENERAL FUNDS

Fiscal Year:

Deliver To:

Date Prepared	Agency	Program	Location	Object
	190			

Quantity	Description	Unit Cost	Total Cost
	Shipping Charge		
PLEASE NOTIFY BUSINESS OFFICE IF YOUR TOTAL COST EXCEEDS OUR TOTAL AMOUNT BEFORE SHIPPING			

Authorized Supervisor's Signature	Business Office Approval	Principal's Signature	TOTAL AMOUNT	
Click or tap to enter a date.	Click or tap to enter a date.	Click or tap to enter a date.		

FOR PAYMENT: Send Your Invoice Electronically or By Mail:
 Email: NHInvoice@new-havenct.gov
 Mail: New Haven Public Schools, Attn: Dept. of General Funds
 54 Meadow Street, New Haven, CT 06519
 Fax: 1-203-946-7436

Prepared By: Syed Shaukath
 Customer Name: New Haven Public School District
 Contract Term: 12 Months
 Start Date: 15-JUL-2022
 End Date: 14-JUL-2023
 Billing Frequency: Annually

Customer Contact: Michele Sherban
 Title: Director of Evaluation
 Address: 54 Meadow Street
 City: New Haven
 State/Province: Connecticut
 Zip Code: 06519
 Phone #: (475) 220-1160

Product Description	Quantity	Unit	Extended Price
Initial Term 15-JUL-2022 - 14-JUL-2023			
License and Subscription Fees			
Unified Talent (TalentEd) Perform Sync District	1.00	Each	USD 0.00
Unified Talent (TalentEd) Perform District	1.00	Students	USD 29,627.39
License and Subscription Totals:			USD 29,627.39

Quote Total	
Initial Term	15-JUL-2022 - 14-JUL-2023
Payment Total	USD 29,627.39

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <http://www.powerschool.com/msa/>, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

New Haven Public School District

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander", written over a faint horizontal line.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 10-FEB-2022

Date:

PO Number: _____

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

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POWERSCHOOL GROUP LLC

Data Privacy Rider

(Connecticut)

This Data Privacy Rider (“Rider”) amends the terms of the Licensed Product and Services Agreement (“Agreement”) entered into by and between PowerSchool Group LLC (“PowerSchool”) and the school, school district, or other entity licensing the Licensed Product (“Licensee”).

Whereas, the Connecticut General Assembly passed Public Act 16-189 (as amended), “An Act Concerning Student Data Privacy” (“Act”) that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally- identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, (“FERPA”), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4 measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

New Haven Public School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 10-FEB-2022

Date:

