



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name: Convergence Consulting Group, Inc.

Doing Business As, if applicable: Convergence Consulting Group, Inc.

Business Address: 2502 North Rocky Point Drive, Suite 650, Tampa, Florida 33607

Business Phone: 813-968-3238

Business email: dphelps@ccganalytics.com

SS# OR Tax ID #: 27-0017025

Funding Source & Acct # including location code: **190 454 00 56694 Location 0000**

Principal or Supervisor: Dr. Paul Whyte

Agreement Effective Dates: From 7/1/2021. To 6/30/2022.

Hourly rate or per session rate or per day rate.

Total amount: \$ 88,000.00

Investment Summary

Service	Investment
LDS Post Implementation Support (for 2-years)	\$24,000
Azure Software and Support (for 2-years)	\$64,000
Total	\$88,000

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

The Leadership Development Solution is a data warehouse model accompanied by BI dashboards, customized to fit school needs to provide a set of analytical capabilities that aid in decision making.

Submitted by: Dan Phelps Phone: 813-968-3238



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Paul Whyte
Date: 07/01/21
Re: Convergence Consulting Group, Inc. Leadership Development System

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank):

Leadership Development Solution (LDS) is a leadership pipeline and school analytics platform that helps school district leaders get visibility into their leadership pipeline and analyze leader, school, student, and survey data. LDS consolidates data from HRIS, SIS, ATS, custom surveys, and disparate data sources. It allows visibility into a pool of qualified leadership candidates and allows analytics across all related data from leader, school, student, and survey data. This unified solution empowers school districts to uncover all qualified leadership candidates, see which leaders fit best at which schools, and create visibility into leadership development, development needs, and qualification gaps.

Amount of Agreement and the Daily, Hourly or per Session Cost: \$88,000

**Funding Source & Account #: Wallace Foundation Grant Account: 190 454 00 56694
Location 0000**

Key Questions: (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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?

At its foundation, a continuous improvement plan is about setting goals, identifying ways to improve, and evaluating change so that we are positioned to deliver a world class education to our students. Our vision for the leadership development system is a tool that brings data from several systems together and organizes and visualizes that data in new and different ways that lets us set smarter goals, make better decisions, and understand the relationship between human resource and professional development actions and their ties to student outcomes.

2. What specific need will this contractor address?

A Rand foundation study on the efficacy of investing in school leader pipelines has identified leadership tracking systems (we are calling ours a leadership development system) as a key infrastructure-related support. The team we have selected will manage the technical implementation and post implementation support of the leadership development system (a data warehouse and business intelligence solution).

3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: RFP

4. If this is a continuation service, when was the last time the alternatives were sought?

5. What specific skill set does this contractor bring to the project?

The Calsoyas Group (TCG) is a specialized consulting firm with extensive experience helping school districts and education leaders to deliver on the commitment made to students across the country—access to an education that prepares them for college and/or a career and to serve as engaged citizens. TCG is driven by a belief in the power and promise of public education to transform individuals and communities. TCG has experience advising districts on human capital strategy, process revamping, and the design of data solutions.

CCG brings data architecture, BI expertise, and experience to customize a build a solution based on the needs of New Haven Public Schools. CCG can integrate data across multiple applications and systems to deliver a centralized analytics platform.

As it relates to the LDS project, TCG will facilitate the vision and design of the LDS. This entails a set of structured engagements designed to build out our vision and working requirements so that the LDS has a foundation built on best practices but is also tailored the specific needs, challenges, and opportunities of NHPS. TCG will then translate that vision into working requirements, thus helping to navigate the gap between NHPS end users and key stakeholders and the more technical aspects of the system.

CCG and TCG have collaborated on several LDS implementations in school districts across the country and will bring familiarity with NHPS having been contracted by UCONN to do a feasibility assessment for this phase of Wallace funded principal pipeline initiatives.

6. How does this contractor fit into the project as a whole? (If the contractor is an individual, please attach a copy of their resume):

A key component of our partnership with the University of Connecticut and the Wallace Foundation is the development of a leadership development system in support of strengthening our overall approach to managing our principal pipeline. LDS is an integrated data management tool that provides comprehensive information on the experience, performance and competencies of school leaders over the course of their career: from job applicants through to the last positions they hold. For example an LDS could include longitudinal data on leaders' preparation and certification history, the positions they held and the schools in which they held them, their performance in each position, and their participation in professional development and coaching.

Taken together this tool will build on initiatives already in place positioning NHPS to engage in stronger principal pipeline management. This contractor is responsible for the implementation of the LDS.

7. Is this a new or continuation service?

This is an extension of a previous service .

8. If this is a continuation service has cost increased?

a) If yes, by how much?

b) What would an alternative contractor cost?

- c) Is this a service existing staff could provide? Why or why not?
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)
11. If the service is a professional development program, can the training be provided internally, by district staff?
- a) If not, why not?
- b) How will the output of this Agreement contribute to building internal capabilities?
12. Why do you believe this Agreement is fiscally sound?

The design and development, as well as Azure cloud costs, cloud management, and post implementation support for two years, will be included in the cost of the Leadership Development Solution.

Additionally, a well utilized LDS can support our broader principal pipeline initiative, leading to potential long-term savings for the school district through smarter talent management. The Wallace foundation summarized the RAND study findings, which included among other things that, "The pipelines also led to benefits in principal retention, according to the report. After three years, pipeline districts had nearly eight fewer losses for every 100 newly placed principals than the comparison group. This is significant because principal turnover is disruptive to schools and costly, with districts spending an estimated \$75,000 to replace a principal.)

(<https://www.wallacefoundation.org/knowledge-center/pages/principal-pipelines-a-feasible,-affordable,-and-effective-way-for-districts-to-improve-schools.aspx>)

13. What are the implications of not approving this Agreement? NHPS would be out of compliance with the grant deliverables.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Convergence Consulting Group, Inc.
FOR DEPARTMENT/PROGRAM:

Central Office

This Agreement entered into on the 1 day of July 2021, effective (*start date no sooner than the day after Board of Education Approval*), on the 22 day of November, 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, Convergence Consulting Group, Inc. located at, Tampa, Fl (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$2,980.00 per day, hour or session, for a total of 100 days, hours or sessions.

The maximum amount the contractor shall be paid under this agreement: (\$88,000).
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 **Wallace Foundation Uconn Grant Program** of the New Haven Board of Education, **Account Number: 190 454 00 56694 Location Code:0000**

This agreement shall remain in effect from July 1, 2021 to June 30, 2022.

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

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SERVICES & PRICING

CCG is pleased to provide the following Scope of Services in support of the Leadership Development System project.

Scope	Detail	Investment
Post Implementation Support (2 years)	Provides up to 120 hours/year of data warehouse and PBI dashboard break/fix support for the Leadership Development System. Diagnose issues and implement the appropriate solution. Use of an internal tracking system for all ticket assignments, tracking, knowledge base and reporting to ensure that Client retains all service history	\$24,000
Cloud Management Services (2 years)	Azure tenant setup Azure data security setup and monitoring Azure resource setup and management Environment backup and restore	\$24,000
Azure Cloud Consumption (2 years)	2 years of Azure cloud consumption (fixed price guarantee)	\$40,000
	Total	\$88,000

LDS Post Implementation Support

SERVICES

CCG will work at the direction of the Client to provide remote support services. The services to be provided under this contract include the following:

CCG will provide up to 120 hours/year of Azure Cloud and PBI break/fix support for the Leadership Development System.

CCG will diagnose issues and implement the appropriate solution according to the SLA defined in this agreement.

CCG will use an internal tracking system for all ticket assignments, tracking, knowledge base and reporting to ensure that Client retains all the service history.

SUPPORT HOURS AND ESCALATION

The Escalation Contact is provided in case the SLA is not being met and/or there is an urgent need for escalation.

Support Contact

Support Contact			
First Level Support	CCG Post Implementation Support	ZenDesk Portal Link: https://ccgcloud.zendesk.com/hc/en-us/restricted?return_to=https%3A%2F%2Fccgcloud.zendesk.com%2Fhc%2Fen-us	ccgcloud@ccganalytics.com In the email subject line put: “<Client name> Production Support Request: <issue title>”
Escalation Contact	Leo Lovely, VP of Delivery	813-968-3238	Llovely@ccganalytics.com

Support Hours

Services	Description
<p>Support Business Hours: 8:00 AM to 6:00 PM EST *Except for Client and Federal holidays.</p>	<p>After Hours Support: Service Requests logged after regular business hours will be responded to the following business day by 9:00 AM.</p>
<ul style="list-style-type: none"> Regularly scheduled system maintenance performed by Client IT resources will be communicated to the CCG support team in advance of the performance of such maintenance. <p>Overtime, weekend and holiday work schedules, and changes in regular work schedule will be mutually agreed to by CCG and Client prior to scheduling.</p>	

SERVICE LEVEL AGREEMENT

This section defines how CCG will respond to service requests with regards to response and resolution times.

Support services are limited to 20 support service hours per month. Any additional support service hours greater than 20 hours per month will require a Change Request which will result in additional service fees.

CCG will make commercially reasonable efforts to resolve issues within the prescribed target resolution time. The Leadership Development System is considered a low impact application.

Suggested Response & Resolution Time

- **Response Time:** Within 4 hours, within business hours.
- **Resolution Time:** We will target less than 24 hours, but this will depend on the issue to be resolved and receiving an approval from the client to complete the work.
- **Status Updates:** Every 8 hours.

PRICING AND INVOICING

This SOW is an annual subscription to cloud and PBI support services in the amount of \$24,000 for 2 years. This is a monthly fee of \$2,000 payable within thirty (30) days of receipt of invoice. This entitles Client to 120 hours of support services a year for 2 years. Hours in excess of 120 per year will initiate the Change Management process.

Azure Software and Support

SOFTWARE

CCG will provision the following cloud-based subscription on behalf of the Client to support the Leadership Development Solution (LDS) during the project implementation and post project implementation. Note, the client maintains ownership and full control of these services and will receive monthly invoices for their usage from CCG, their indirect cloud service provider. Services can be stopped at any time at Client's discretion although this may affect the availability of the LDS with a 30-day written notice.

PRICING AND INVOICING

The estimated software costs for Azure consumption are \$20,000 per year. This is an estimate as billing is based on actual Azure consumption. The monthly fee is payable within thirty (30) days of receipt of invoice.

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***. 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:
Dan Phelps
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Contractor Signature

President
New Haven Board of Education

11/16/2021

Date

Date

Dan Phelps

Contractor Printed Name & Title

Dan Phelps, Chief Strategy Solutions Officer

Revised: 12/3/19



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