



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Dr. Michele Sherban, Director of Research, Assessment and Evaluation
Mr. John Nguyen
Date: June 20, 2023
Re: Purchase Order with DecisionEd, Inc. for K-12 Performance Management Classroom/Student dashboard.

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	DecisionEd Group, Inc.	
Doing Business as: (DBA)		
Vendor Address:	9901 Valley Ranch Parkway East, #1060 Irving, TX 75063	
Vendor Contact Name:	Deborah Mason	
Vendor Contact Email:	Deborah.mason@decisioned.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Purchase Order	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From July 1, 2023.	To June 30, 2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$58,200.00	
Funding Source Name: Acct. #:	ARP ESSER III Carryover 2553-6399-54409-0107	
Contract #: <small>(Local or State)</small>	N/A	



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Key Questions:

1. What specific service will the contractor provide:

The DecisionEd K-12 Performance Management Classroom/Student provides a complete solution to address data and dashboards requirements for a school district. Included are perpetual licenses for Administrators and IBM Cognos software for server administration, report development, query development, dashboard development, and end user access for all district employees, students, and parents. Information from systems across the district is integrated into a single repository for ease of reporting and dashboard views.

2. How was the contractor selected? **Attach appropriate supporting documents*

- ☐ Quotes
- ☐ Sealed Bid # _____
- ☐ Sole Source # _____
- ☒ RFP# _____
- ☐ State Contract # _____
- ☐ Exempt Professional
 - ☐ Accountant
 - ☐ Actuary
 - ☐ Appraiser
 - ☐ Architect
 - ☐ Artist
 - ☐ Dentist
 - ☐ Engineer
 - ☐ Expert Professional Consultant
 - ☐ Land Surveyor
 - ☐ Lawyer
 - ☐ Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

RFP Posted in 2022.

The contractor was selected because of the quality of the proposal in addressing the scope and sequence of the RFP. This was the only contractor with a solution that allowed the district to host the services on our own servers.

b. Who were the members of the selection committee? *(Minimum 3 members required)*

Teachers – David Low, Marianne Maloney, Michael Soares; School based administrators – Paul Camarco, Sequella Coleman; Central office administrators – Ivelise Velazquez, Keisha Redd-Hannans, Lynn Brantley, Michele Sherban, Paul Whyte, Pedro Mendia, Viviana Conner; and IT rep – William Zesner.



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Key Questions: - Continued

4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

This product brings data from many different sources into one data warehouse so that it can be linked and visualized on dashboards and in reports. This will greatly increase the ability of building administrators to make decisions informed by their school data. It will also allow us to more easily disaggregate data for subgroups and look at the relationship between different variables. This PO is for annual support for the product which was implemented in 22-23.

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

This agreement is fiscally sound because it meets the needs of the district to have a data warehouse and associated dashboards that we host. The licenses are perpetual and include all staff and students. The annual support fees were significantly less than the annual fees associated with solutions that were hosted in the cloud.

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

N/A - renewal

7. Is this a service that existing staff could provide? Why or why not?

No, this is a service that a team of professionals that has the necessary equipment to provide the service to the district.



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor # <u>13501</u>
If No or New,	Vendor must provide completed W9
2. A quote or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u> It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u> Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.	
Emailed Disclosures are acceptable.	

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?

This product brings data from many different sources into one data warehouse so that it can be linked and visualized on dashboards and in reports. This will greatly increase the ability of building administrators to make decisions informed by their school data. It will also allow us to more easily disaggregate data for subgroups and look at the relationship between different variables. This PO is for annual support for the product which was implemented in 22-23.

- 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?
As part of the strategic operating plan we monitor key data points. This system will allow us to create a dashboard for monitoring those data points. While it supports many priority areas in the strategic plan it is most closely aligned with operational efficiencies.

12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound because it meets the needs of the district to have a data warehouse and associated dashboards that we host. The licenses are perpetual and include all staff and students. The annual support fees were significantly less than the annual fees associated with solutions that were hosted in the cloud.
13. What are the implications of not approving this Agreement? If this purchase order were not approved then the district would lose support for a system that the district has invested time and almost \$300,000 in for the initial implementation. This purchase will continue the support from DecisionEd for data uploads, training, and dashboard visualizations.



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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 to 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.

DecisionEd Group, Inc

9901 Valley Ranch Pway East
Suite 1060
Irving, TX 75063

Invoice

Date	Invoice #
4/27/2023	3663

Bill To
New Haven Public Schools 54 Meadow Street New Haven, CT 06519

P.O. No.	Support Period
	7/2023-6/2024

Quantity	Description	Rate	Amount
	Annual support DecisionEd XJ1 performance management Sales to non taxable customer	58,200.00 0.00%	58,200.00T 0.00
		Total	\$58,200.00

Vendor No.	Date Entered
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Vendor:

Deliver To:

SPECIAL FUNDS

Fiscal Year:

**PURCHASE ORDERS NOT
COMPLETED AND DELIVERED
WITHIN 60 DAYS ARE
AUTOMATICALLY CANCELLED**

Date Prepared	Fund	Agency	Program	Object	Project Code

[illegible]

FOR PAYMENT: Send Your Invoice Electronically or By Mail:

Email: NHInvoice@newhavenct.gov

Mail: **New Haven Public Schools, Attn: Dept. of Special Funds**

54 Meadow Street, New Haven, CT 06519

Fax: 1-203-946-5740