



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: NCS Pearson Inc

Doing Business As, if applicable:

Business Address: 5601 Green Valley Dr Bloomington, MN 55437

Business Phone: 1-800-843-0019

Business email: laura.cain@pearson.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 07/1/2021. To 06/30/2022.

Hourly rate or per session rate or per day rate.

Total amount: \$89,800

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

Purchase order for Pearson-SchoolNet student management information system for SY 2021-22 for the annual renewal of subscription licenses and support.

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



Memorandum

To: New Haven Board of Education Finance and Operations
Committee
From: Michele Sherban, Ed.D.
Date: August 3, 2021
Re: F & O Agenda Item Request/Approval
PO for SchoolNet

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:** NCS Pearson Inc
2. **Description of Service:** Student Management Information System (SMIS) – Schoolnet for SY 2021-2022 for the annual renewal of subscription licenses and support.Sole Source #29177
3. **Amount** of Agreement and hourly or session cost: \$89,800
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? The cost has stayed the same since 19-20 which is a decrease from the 18-19 cost of \$134,500.
 - b. What would an alternative contractor cost: An alternative would cost significantly more with the setup and fees to migrate the multiple years of data.

- c. If this is a continuation, when was the last time alternative quotes were requested? Alternative quotes have not been requested since 2012. We negotiated a price decrease in 19-20.
- 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 educators to an online student assessment management system

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? no
- 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. Schoolnet has been effective as a system of student data connected with Benchmark Assessments, Student Profiles and a robust reporting system that allows custom reports. The secure online access to student records (enrollment, grades, profile) has been crucial during the time that school buildings have been physically closed.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? When SchoolNet was initially selected in 2007 it was through the RFP process and the City of New Haven designated them as a sole source (#29177)
- 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 assessment management system in 2007 the RFP process was followed.

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?
Schoolnet serves as a historical data warehouse for both enrollment information pre-dating the implementation of PowerSchool and student assessment data. Schoolnet will also allow us to securely administer online benchmark assessments. Teachers and content supervisors will have the ability to create assessments which students can access online. The student profile has allowed teachers to share student information securely which has proven useful especially during the pandemic when we had to shift to distance learning. The Director of Research, Assessment & Evaluation will continue to monitor & evaluate Schoolnet performance through feedback from users (teachers, administrators, subject specialists). 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 2020-21 school year.
 - b. How is this service aligned to the District Continuous Improvement Plan?
Schoolnet Student Management Information System (SMIS) is strategically aligned with District goals with seamless integration with PowerSchool (SIS) and connecting current student data with historical data warehouse starting back in 2003.
10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound. The cost of licenses is \$3/student for a total of \$64,8000 for licenses and \$25,000 for support for a total of \$89,800. As previously stated this has been the same since SY 2019-20 and significantly less than SY 2018-19.
11. What are the implications of not approving this Agreement? If this purchase order is not approved we will lose our access to a student management information system that allows us to easily link student enrollment/demographic information from our SIS to a data warehouse for student assessment data and enrollment data pre-2012. While we would retain ownership of the data, the ability to access it easily would be lost without the interface that Schoolnet provides.



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.



Pearson

INVOICE

Customer Bill-to:
New Haven Public Schools
54 MEADOW ST
New Haven, CT 06519-1783

Customer Ship-to:
New Haven Public Schools
54 MEADOW ST
New Haven, CT 06519-1783

NCS Pearson, Inc.
5601 Green Valley Dr.
Bloomington, MN 55437
Tel: 1-800-843-0019
Email:
credit@pearson.com
Tax ID No:
41-0850527

Invoice Number : 47458
Date : 05-JUN-2021
Due Date : 03-SEP-2021
Payment Terms : NET 90
Customer Account : 551233
Contract Number/EP ID : 3310696
Currency : USD
Shipment Terms :
Purchase Order Number :
Number of Pages : Page 1 of 2

Terms And Conditions: <https://www.pearson.com/social-impact/sustainability/policies---downloads/terms-conditions-for-sales-orders.html>

Total Ordered Quantity (No. Of Items)	:	3
Net Amount	:	USD \$89,800.00
Tax Total	:	USD \$0.00
Invoice Total	:	USD \$89,800.00
Amount Due	:	USD \$89,800.00

Make Checks Payable to:
NCS Pearson, Inc.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

REMITTANCE INFORMATION

Bank Wire to:	Bank of America N A
Bank Name	Bank of America N A
Bank Address	
ABA ACH No	071000039
ABA Wire No	026009593
SWIFT Code	BOFAUS3N
A/C No	8188105388
Bank Account Name	NCS Pearson, Inc.



Pearson

Invoice Number: 47458

Page 2 of 2

Contract Number	PO Number	Item Number	Item Description	Quantity	List Price	Net Price	Tax	Line Total
3310696-10-MAR-21 18:57:07		IMSMAINT	Schoolnet IMS Maintenance & Support:01-JUL-2021:30-JUN-2022	1	64,800.00	64,800.00	0.00	64,800.00
3310696-10-MAR-21 18:57:07		6000323	Schoolnet Annual Client Services Support:01-JUL-2021:30-JUN-2022	1	25,000.00	25,000.00	0.00	25,000.00
3310696-10-MAR-21 18:57:07		0150009135	Pearson Formative Item Bank Subscription Licenses:01-JUL-2021:30-JUN-2022	1	0.00	0.00	0.00	0.00

To pay your invoice online: Visit <https://ipay2.bizsys.pearson.com/register> to register. Already registered? Access your online account by visiting <https://ipay2.bizsys.pearson.com>

Invoice Total	Subtotal USD	Total Other Charges USD	Total Tax USD	Invoice Total USD
	\$89,800.00	\$0.00	\$0.00	\$89,800.00

Terms Details-

Term ID:	Term Name:	Start Date:	End Date:	Census Date:
	NEW HAVEN PUBLIC SCHOOLS	01-JUL-2021	30-JUN-2022	

