



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Please Type

Contractor full name: NAVIANCE Inc.,

Doing Business As, if applicable:

Business Address: 400 E. Business Way, Suite 400, Cincinnati, OH 45241

Business Phone: 703-859-7368

Business email: sean.kruglak@naviance.com

Tax ID #:

Funding Source & Acct # including location code: 2547-6107-56694-000

Principal or Supervisor: Typhanie Jackson, Director of Special Education/Student Services

Agreement Effective Dates: From 09/01/2020. To 08/31/2021.

Hourly rate or per session rate or per day rate.

Total amount: \$69,846.01

Description of Service: Naviance will provide fundamental tools for supporting college, career and life readiness through our CCLR Framework. This solution includes tools such as: Achieve Works, Career key, Insights Premium, Naviance eDocs, and Naviance Alumni Tracker. Plus consultation services onsite and remotely to ensure a successful Naviance implementation for students and staff.

Submitted by: Typhanie Jackson, Director Phone: 07/21/2020



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Director of Special Education/Student Services
Date: June 30, 2020
Re: NAVIANCE, Inc.,

Executive Summary/ Statement: Approval is requested for an Agreement by and between the New Haven Board of Education and NAVIANCE Inc.,

Amount of Agreement and the Daily, Hourly or per Session Cost: \$69,846.01

Funding Source & Account #: alliance District - Academic, Account # 2547-6107-56694
Location Code: 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?
This goal is aligned to the district and department's goal and the district's continuous improvement plan to for NAVIANCE, Inc., to address the foundational tools for supporting college, career and life readiness though our CCLR Framework
2. What specific need will this contractor address?
This contractor will address Essentials Solution to provide fundamental tools for supporting college, career and life readiness and provide consultation services to students and staff.
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: Sole Source #
4. If this is a continuation service, when was the last time the alternatives were sought?
Continuation
5. What specific skill set does this contractor bring to the project?
Software specializing in college and career awareness
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): This contractor fits into the whole by providing a service that will assist students with planning for college and career

7. Is this a new or continuation service?
Continuation
8. If this is a continuation service has cost increased?
 - a) If yes, by how much? Yes/\$3,607.81
 - b) What would an alternative contractor cost? N/A
 - c) Is this a service existing staff could provide? Why or why not? No
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
Feedback from district representatives, student growth reports, and usage reports
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) N/A
11. If the service is a professional development program, can the training be provided internally, by district staff? N/A
 - a) If not, why not?
 - b) How will the output of this Agreement contribute to building internal capabilities? This contractor provides assistance to teachers and school counselors in building college and career choices
12. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides fundamental tools to support students in college, career and life readiness.
13. What are the implications of not approving this Agreement? The implication of not approving this agreement is that we may not meet the legal requirements to provide students with career and life tools and to support teachers and staff via consultation.

For: Office Use Only

Vender No.	Date Entered

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

PO.
▲
This number must appear on all invoices and package of shipment.

**PURCHASE ORDERS MUST BE
ORDERS NOT COMPLETED AND
DELIVERED IN 60 DAYS ARE
AUTOMATICALLY CANCELLED**

SPECIAL FUNDS

Mail Fax Email
NAVIANCE, Inc.,
Vender 400 E. Business Way
Suite 400
Cincinnati, OH 45241

Deliver to:
Typhanie Jackson
New Haven Board of Education
54 Meadow Street, 3rd floor
New Haven, CT 06519-5550

Fiscal Year: **2020-2021**

Date Prepared	Fund	Agency	Program	Object	School
07/21/2020	2547	900		6107	56694 00

Quantity	DESCRIPTION	Unit Cost	Total Cost
	Annual Software Subscription for Students Success Plans For Grades 6-12 including support for School Year 2020-2021 As per Order Form Attached Subject to Student Data Privacy Agreement – Special Terms And Conditions Attached Sole Source #	69,846.01	69,846.01

**PLEASE NOTIFY DEPT. OF EDUCATION
IF YOUR TOTAL COST EXCEEDS OUR
TOTAL AMOUNT BEFORE SHIPPING**

1-475-220-1383

Authorized Supervisor's Signature 	Business Office Approval	Principal's Signature	TOTAL AMOUNT	\$69,846.01
Date <u>7/21/20</u>	Date _____	Date _____	SUBMIT WHITE, YELLOW AND PINK TO BUSINESS OFFICE	

PART 1 - VENDOR

**FOR PAYMENT: Send your Invoice in Triplicate to:
New Haven Public Schools, Attn: Dept. of Special Funds
54 Meadow St., New Haven, CT 06519**

400 E Business Way
 Suite 400
 Cincinnati, OH 45241
www.hobsons.com

Sold To: New Haven Public Schools
Name: Delores Garcia-Blocker
Address: 54 Meadow St, New Haven, CT 06519-1783
Email: billing@naviance.com
Phone: (203) 946-8982
Naviance ID: 0902790dus

Order Date: July 21, 2020

Valid Until: 9/1/2020
Quote Number: : Q360895
Contract Start Date: 9/1/2020
Contract End Date: 8/31/2021
Contract Term (in months): 12
Currency: USD

Hobsons Contact:
Name: Sean Kruglak
Email: sean.kruglak@naviance.com
Phone: (703) 859-7368

Purchase Order:
Payment Term: Net 30

Subscription	Subscriber	Description	Quantity	Start Date	Term (In Months)	Sub-Total
Naviance Essentials Solution	New Haven Public Schools	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness through our CCLR Framework. This solution includes tools such as: AchieveWorks, Career Key, Insights Premium, Naviance eDocs, and Naviance Alumni Tracker.	6,041	9/1/2020	12	45307.50
Naviance Essentials Solution - MS	New Haven Public Schools	Our Naviance Essentials Solution provides fundamental tools for supporting college, career and life readiness through our CCLR Framework. This solution includes tools such as: AchieveWorks, Career Key, and Insights Premium.	4,600	9/1/2020	12	34500.00
Consulting Hours (Naviance)	New Haven Public Schools	Naviance Consultants partner with schools and districts providing a customized implementation plan aligned to our CCLR Framework and implementation methodology. Consultants deliver services onsite and remotely to ensure a successful Naviance implementation for students and staff.	30	9/1/2020	12	7500.00

Sub Total:	87,307.50
Discount:	17,461.49

Notes: (if applicable)	Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined. Client is responsible for travel expenses associated with onsite consulting.
Comments:	

Please complete or update the following information:

Account Contacts:	Name:	Email Address:
Billing	Delores Garcia-Blocker	billing@naviance.com
Payment Method:	Purchase Order # _____ Check _____ Wire Transfer # _____	Paying by credit or debit card? Credit Card # _____ Card Holder Name: _____ Expiration Date (MM/YY): _____ Billing Zip Code: _____ Security Code: _____ Country: _____
CEEB Code:		

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

The services are delivered in accordance with applicable terms that can be found at <https://static.naviance.com/html/policies/tos.html>. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

_____ Yes, a Purchase Order is required. It will be sent to Hobsons by _____.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

HOBSONS, INC.

Signature

Name

CUSTOMER

Syphenia Jackson

Signature

Syphenia Jackson

Name

Title

Title

Director of Student Services

Date

Date

7/21/20

Address: 400 E-Business Way, Ste. 400

Address: **New Haven Public Schools
Dept. of Student Services, 3rd floor
54 Meadow Street
New Haven, CT 06519**

Cincinnati, OH 45241 USA

Purchase Order & Order Forms:

Naviance, Inc.
400 E. Business Way, Suite 400
Cincinnati, OH 45241

Remit To:

Naviance, Inc.
P.O. Box 504571
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT



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



Monica Morrell
General Manager, Naviance
Hobsons

3033 Wilson Boulevard
Suite 500
Arlington, VA 22201

To Whom It May Concern:

Naviance, Inc. develops, supports and is the sole source for purchasing Naviance services. Naviance is a college and career readiness platform that connects academic achievement to postsecondary goals. Its comprehensive college and career planning solutions align student strengths and interests to long-term aspirations, improving student outcomes and connecting learning to life.


The solution enables schools and districts to build personalized learning plans for students that align with college and career readiness objectives. Naviance includes unique technology, subject to trademark and copyright protection, and is the only solution of its kind on the market that:

- Offers a holistic, customizable approach to college and career planning for students in grades 6-12;
- Enables school and district staff to create personalized postsecondary plans that link students' skills and areas of interest to their college and career goals;
- Provides automated reminders to students of pending college and career readiness tasks;
- Fully integrates with Clever to enable single-sign on to Naviance from the Clever dashboard for students and staff;
- Includes over 3,500 videos of leaders discussing how they overcame obstacles to achieve unique goals from content provider Roadtrip Nation;
- Offers Gallup's StrengthsExplorer® assessment for students in grades 6-10;
- Provides a mobile app for students that syncs with Naviance and allows students to communicate with counselors from an iPhone or iPod touch;
- Works in collaboration with the National Student Clearinghouse to allow schools to access the Clearinghouse's StudentTracker data directly through Naviance to measure the college retention and graduation rates of their alumni;
- Provides electronic document and transcript delivery services for the largest number of participating colleges (currently more than 2,000) of any college and career readiness platform, and the only full integration with The Common Application®;
- Allows schools and districts to send e-mail messages to students based on the completion of tasks;

- Offers the Naviance College and Career Readiness Curriculum, a blended learning experience that helps students develop critical college knowledge and non-cognitive skills;
- Offers game-based Naviance Test Prep for ACT WorkKeys™, ACT®, SAT®, and Advanced Placement® courses leading to a 16% average score improvement when used regularly;
- Includes a rich-media authoring environment for tasks and programs that foster high student engagement;
- Includes a progress-monitoring dashboard to identify students failing to meet key milestones;
- Integrates Do What You Are®, Learning Style Inventory, MI Advantage™, and Career Key™ assessments into customized student learning plans;
- Allows counselors to track and report their time at work in line with the ASCA National Model®;
- Includes proprietary SchoolSync™ technology, subject to copyright, allowing automated data exchange between Naviance and virtually any third-party student information system;
- Tracks state assessment scores and exhaustive standardized test results (e.g., HSPT®, SSAT, TerraNova™, TOEFL®, International Baccalaureate®, Advanced Placement®, SAT®, PSAT®, ACT®, and historic PLAN® and EXPLORE® scores);
- Supports an unlimited number of user roles and customizable permissions to secure access to student data;
- Supports single sign-on and delegated authentication to users via LDAP and Active Directory®;
- Incorporates a proprietary College Power Score™ to measure the rigor of each students' course history and plans;
- Includes intelligent, user-customizable surveys that can be pushed to users based on multicriteria search to direct students and parents to surveys without requiring sign-in;
- Supports group e-mail to students and/or parents with targeting based on multi-criteria search;
- Provides specific interfaces to the Naviance student and family portal, Family Connection™, that can be customized for grades 6-12, alumni, and parents;
- Includes exclusive access to the Naviance Marketplace, an eco-system of additional solutions that integrate with Naviance and/or offer special pricing to Naviance customers.

Naviance, Inc., a subsidiary of Hobsons, is a Delaware corporation headquartered in Arlington, Virginia. The company's federal tax identification number is 20-4027223.

Yours truly,



Monica Morrell
General Manager, Naviance
Hobsons