



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gilda Herrera, IT Director
Date: 3/23/2023
Re: Purchase Order, with Severin Intermediate Holdings, LLC to provide PowerSchool-Licenses

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:	Severin Intermediate Holdings, LLC	
Doing Business as: (DBA)	Power School Group LLC	
Vendor Address:	150 Parkshore Dr., Folsom CA 956630	
Vendor Contact Name:	Liana Jackson	
Vendor Contact Email:	916.790.1740	
Is the contractor a minority or women owned small business?	N/A	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Renewal-Purchase Order	
Effective Dates: (mm/dd/yy) <small>Multi-yr. require Board of Aldermen approval</small>	From 7/1/2023	To 6/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$151,822.41	
Funding Source Name: Acct. #:	2023-2024 Operating Budget 19047200 56694-Other Contractual Services	
Contract #: <small>(Local or State)</small>	N/A	



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Key Questions:

1. What specific service will the contractor provide:

PowerSchool, Student Information System is the core student information for the NHPS. PowerSchool SIS covers all administration needs, including scheduling, attendance, state compliance reporting, data management, faculty management, emergency/medical and health management, registration, and gradebooks. FY 7/1/2023-6/30/2024.

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

- Quotes
- Sealed Bid # _____
- Sole Source # 29172X
- 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/RFP/RFP) process; answer the following:

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

Attached Sole Source Letter

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

N/A



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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?

Yes

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

No for services included in this memo.

Note: Additional VMWare (3/1/23-3/1/24) and Kemp (3/1/2023-2/29/2024) licensing added to the cost of PowerSchool, \$1372 per year. Licenses overlap fiscal years, due to start dates.

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

No

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

No



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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 #54352
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.
<p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>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></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p>	
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
<p>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.</p> <p>Emailed Disclosures are acceptable.</p>	



MEMORANDUM

BUREAU OF PURCHASES

CITY OF NEW HAVEN



Michael V. Fumiatti, Purchasing Agent
200 Orange Street, New Haven,
Connecticut 06510
Telephone (203) 946-8201
Facsimile (203) 946-8206

SLSRC #29172x

DT: December 22, 2015

TO: William Clark, CFO
BOE

FR: Michael V. Fumiatti
Purchasing Agent

RE: Sole Source – Power School Group LLC – for Powerschool Software, upgrades
maintenance, hosting etc

I have received and reviewed your sole source request for the above referenced vendor and purpose. Powerschool is the sole provider and distributor of their software.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above vendor as the "Sole Source" vendor for the above referenced purpose. Please include this sole source number in the vendor sourcing notes of your requisition.

While all else remains the same, this Sole Source does not expire

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alderman approval.

Any questions, please feel free to contact me @ x8207.

cc: Accounts Payable
Carl Carangelo - BOE
File



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: liana.jackson@powerschool.com
 Quote Date: 10-MAR-2023
 Quote #: Q-734625-2

Prepared By: Emily Mishalanie - Inactive
 Customer Name: New Haven Public School District

 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

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

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
PowerSchool SIS Enterprise Management Service		20,500.00	Students	USD 15,375.00
PowerSchool SIS Maintenance and Support		20,500.00	Students	USD 132,020.00
PD+ Subscription		1.00	Students	USD 4,427.41
License and Subscription Totals:				USD 151,822.41

Quote Total	
Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 151,822.41

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 https://www.powerschool.com/MSA_Feb2022/, 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:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Gilda Herrera

Title:

Date: 15-DEC-2022

IT Director

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:
Gilda Herrera

Title: Chief Financial Officer

Title:
IT Director

Date: 15-DEC-2022

Date:

