



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Gemma Joseph Lumpkin, Chief of Youth, Family, and Community Engagement  
**Date:** 01/03/24  
**Re:** PO to PowerSchool LLC to provide attendance interventions in effort to provide efficient attendance identification, outreach and responses.

**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:	PowerSchool LLC
Doing Business as: (DBA)	
Vendor Address:	150 Parkshore Dr, Folsom, CA 95630
Vendor Contact Name:	Sarah Watiker
Vendor Contact Email:	Sarah.Watiker@powerschool.com
Is the contractor a minority or women owned small business?	No
Agreement/Contract Information	
New or Renewal Agreement/Contract?	New
Effective Dates: (mm/dd/yy) <small>Multi-ys. require Board of Aldermen approval</small>	From 01/23/24 To 06/30/24
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$60,356.61
Funding Source Name: Acct. #:	ARP ESSER III C/O 2553-6399-56694-0444
Contract #: <small>(Local or State)</small>	



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**Key Questions:**

**1. What specific service will the contractor provide:**

PowerSchool will offer various attendance interventions to support identification and outreach to students within the New Haven public school district at risk of chronic absenteeism.

**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/RFQ/RFP) process; answer the following:**

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

- NHPS has a continued partnership with PowerSchool. This will be an additional service added to the contracted annual license/subscription fees for PowerSchool ECollect Forms, PowerPack, United Talent Perform and Enrollment Registration

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

- Gemma Joseph Lumpkin, Keisha Redd-Hannans, Christian Tabares



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<b>4. If this is a renewal with a current vendor, has the vendor met all obligations under the existing agreement/contract?</b>
- No renewal. New License, Subscription, Professional Service, Setup and Training Services from PowerSchool
<b>5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? <small>*Attach Renewal Letters</small></b>
- N/A
<b>6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?</b>
- N/A
<b>7. Is this a service that existing staff could provide? Why or why not?</b>
- No, PowerSchool is a data platform used across district to support attendance at each school building.



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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**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # _____
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>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></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></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><b>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.</b></p> <p>Emailed Disclosures are acceptable.</p>	

**For: Office Use Only**

Vendor No.	Date Entered
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Mail Fax Email

Vendor:

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

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

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

**SPECIAL FUNDS**

Fiscal Year:

Deliver To:

Date Prepared	Fund	Agency	Program	Object	Project Code
		<b>901</b>			

Quantity	Description	Unit Cost	Total Cost
PLEASE NOTIFY BUSINESS OFFICE IF YOUR TOTAL COST EXCEEDS OUR TOTAL AMOUNT BEFORE SHIPPING			

Authorized Supervisor's Signature	Business Office Approval	Principal's Signature	<b>TOTAL AMOUNT</b>
Date:	Date:	<i>Gemma Joseph Lumpkin</i> Date:	<b>SUBMIT PURCHASE ORDERS TO:</b> SpecialfundsPO@new-haven.k12.ct.us

**FOR PAYMENT:** Send Your Invoice Electronically or By Mail:  
 Email: [NHinvoice@newhavenct.gov](mailto: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



# 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



PowerSchool LLC  
 150 Parkshore Dr, Folsom, CA 95630  
 Quote #: Q-879216-2  
 Quote Expiration Date: 31-JAN-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Sarah Watiker	Customer Contact:	Keisha Hannans
Customer Name:	New Haven Public School District	Title:	Instructional Superintendent: K-8
Enrollment:	18,965	Address:	54 Meadow Street
Start Date:	24-JAN-2024	City:	New Haven
End Date:	30-JUN-2024	State/Province:	Connecticut
		Zip Code:	06519
		Country:	United States
		Phone #:	(475) 220-1017

Prorated pricing is reflective of time period from Start Date through End Date as outlined above. This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Extended Price
<b>Initial Term 24-JAN-2024 - 30-JUN-2024</b>				
<b>License and Subscription Fees</b>				
Attendance Intervention Suite Subscription	18,965.00		Students	USD 32,873.18
Attendance Letters Subscription	18,965.00		Students	USD 10,381.01
Attendance Letters M/S	1.00		Each	USD 261.74
Attend Period Attendance Customization M/S	1.00		Each	USD 625.68
License and Subscription Totals:				<b>USD 44,141.61</b>

<b>Professional Services and Setup Fees</b>				
Attendance Intervention Suite Deployment	1.00		Each	USD 6,745.00
Attendance Letters Deployment	1.00		Each	USD 2,410.00
Attend Period Attendance Customization	24.00		Hours	USD 5,760.00
Professional Services and Setup Fee Totals:				<b>USD 14,915.00</b>

<b>Training Services</b>				
Unified Home Training Remote	4		Hours	USD 1,300.00
Training Services Total:				<b>USD 1,300.00</b>

<b>Subscription Period Total</b>	
<b>Total Discount</b>	<b>USD 8,238.89</b>
<b>Initial Term</b>	<b>24-JAN-2024 - 30-JUN-2024</b>
<b>Amount To Be Invoiced</b>	<b>USD 60,356.61</b>

Attendance Intervention Suite Subscription	18,965.00	Students	USD 75,670.34
Attendance Letters Subscription	18,965.00	Students	USD 23,895.91
Attendance Letters M/S	1.00	Each	USD 602.50
Attend Period Attendance Customization M/S	1.00	Each	USD 1,440.24

Estimated Annual Ongoing Fees **USD 101,608.99**  
Total:

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End 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 sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/)

**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:

Title: Chief Financial Officer

Title:

Date: 26-DEC-2023

Date:

# Statement of Work

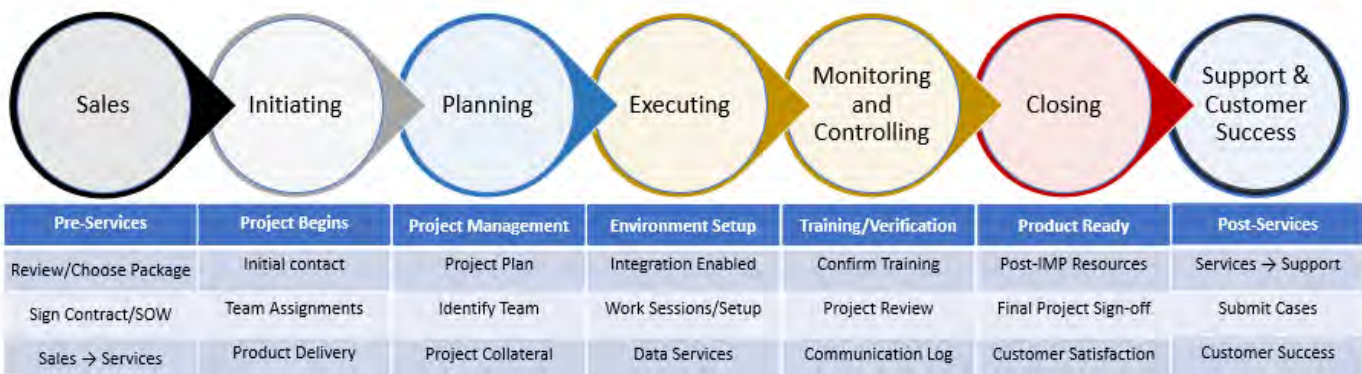
## Purpose of Document

The purpose of this Statement of Work (“SOW”) between the PowerSchool entity in accompanying quote (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



## General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

# Deliverables Acceptance Procedure

## Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

# Project Change Control and Escalation Procedure

## Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

## Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – [pmleadership@powerschool.com](mailto:pmleadership@powerschool.com)
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

# PowerSchool Attendance Intervention Statement of Work

## Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- PowerSchool Attendance Intervention

All PowerSchool services for this SOW will be performed remotely.

## Prerequisites

- If using SIS rostering via Clever or Classlink, you must have:
  - Customer SIS source system that is supported with an available PowerSchool Attendance Intervention SIS connector (Clever/Classlink).
  - Clever/Classlink SIS Rostering subscription.
- If not using SIS rostering via Clever/Classlink, customer must provide the necessary files in the required .csv format as defined in the Appendix.
- If using SIS, Customer approves the Application Specialist accessing SIS via Maintenance Access for duration of implementation.
- If using SIS, district must have contacts saved in PS SIS student contact table. If not, the customer must provide the necessary contact file in the required .csv format as defined in the Appendix.

## Services in Scope

### Initiating & Planning

#### PowerSchool Responsibilities

- Provision Environment
- Send welcome Email
- Identify PowerSchool Project Team
  - Project Manager
  - Application Specialist
  - Professional Development Specialist
  - Customer Success Manager
  - Strategic Support Consultant
- Schedule Session One: Kickoff Meeting
- Data reviewed with Client for official rollout
- Finalize and approve Project Plan

# PowerSchool Attendance Intervention

## Statement of Work

### Customer Responsibilities

- Identify Customer Project Team
  - Project Lead: primary point of contact for the PowerSchool team for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
  - Professional Development Lead
  - Technical Lead: data administrator with administrative access to your SIS or student and staff data; they should also be familiar with creating data files.
- Attend Session One: Kickoff Meeting
- Finalize and approve Project Plan

### Executing

#### PowerSchool Responsibilities

- Install and enable UH Plugin
- Conduct Session One: Kickoff Meeting
- Site Configuration based on customer provided data
  - District
  - Schools
  - Days Off
  - District Admins
  - Area Code
  - Features Purchased
  - Site Configuration Analysis
- Configure Middleware or API
- Configure (1) Postcard template
  - Two edits requests per template
  - Postcard to be sent manually
  - If automated postcards are required consulting hours are needed
- Implementation Imports
  - Implementation overview with Client
  - SIS (Data Source)
    - Configure sftp (if needed)
    - Daily Attendance
      - Attendance Codes
    - Schedules
  - Define Imports
    - Student Roster
    - Student Contact Data
    - Schedules
    - Post Import Analysis – Students and Contacts
    - Edits (if needed)
  - Post Import Analysis



# PowerSchool Attendance Intervention Statement of Work

## Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Complete Attendance Intervention Guide
- Implementation Imports
  - Implementation overview with Client
  - SIS (Data Source)
    - Configure sftp (if needed)
    - Daily Attendance
      - Attendance Codes
    - Schedules
  - Review imports
    - Student Roster
    - Student Contact Data
    - Schedules
    - Post Import Analysis – Students, Contacts, and Attendance Codes
    - Edits (if needed)
    - Client signoff
  - Post Import Analysis
  - Implementation Phase Complete

## Monitoring and Controlling

### PowerSchool Responsibilities

- Schedule Follow up meeting
- Client Testing updates and follow-ups as needed
- Status Updates/Follow-ups and Scheduled Periodic Calls
- Review Submitted Go Live Client Testing Checklist
- Confirm all critical cases are resolved

### Customer Responsibilities

- Attend Follow-up call
- Perform final QA of system
- Approve Project closure

# PowerSchool Attendance Intervention Statement of Work

## Closing

### PowerSchool Responsibilities

- Project close out call
- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Customer Education and Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey
- Complete Lessons Learned

### Customer Responsibilities

- Project close out call
- Review and verify completed deliverables to finalize completion of project scope
- Review and verify Support Contact methods and understand that support will be the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Contact Customer Education to schedule training
- Complete Customer Satisfaction Survey

## Statement of Work Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

# PowerSchool Attendance Intervention Statement of Work

## Appendix

### Student Contact Information File Requirements

PowerSchool Attendance Intervention matches parent contact data directly to the students they are associated with in your student information system.

Below are the required columns to integrate student contacts:

- Student ID
- Adult ID
- Adult First Name
- Adult Last Name
- Student Contact Flag (if applicable; optional)
- Relationship to student
- Cell Phone
- Email Address
- Language Preference

### File Format Specifications

- Share in .csv format
- Escape columns with double quotes {""}

### Staff Messaging Data File Requirements

All data files shared with PowerSchool Attendance Intervention should be in .csv format with header rows included.

Below are the required columns to integrate staff messaging:

- Staff ID Number
- Staff Member First Name
- Staff Member Last Name
- Staff Member School Assignment
- Staff Member Email Address
- Staff Member Cell Phone Number

### File Format Specifications

- Share in .csv format
- Escape columns with quotations {" "} if possible

### Daily Attendance Data File Requirements

Each state or district has different requirements for defining a day of absenteeism which is calculated in your SIS. All data files shared with PowerSchool Attendance Intervention must be in .csv format with header rows included.

## PowerSchool Attendance Intervention Statement of Work

Below are the required columns to integrate daily attendance:

- Student ID
- School ID
- Date of Attendance Event
- Attendance Status (Some identification of: Excused Absent, Unexcused Absent, Tardy),
- Attendance Reason (Examples: "Quarantine", "Field Trip")
- Modification Timestamp (Optional)

### File Format Specifications

- Share in .csv format
- Escape columns with quotations {“ ”} if possible

### Direct to Student Contact Information File Requirements

PowerSchool Attendance Intervention matches student contact data directly to the students profile based on the student ID in your student information system.

Below are the required columns to integrate student contacts:

- Student ID
- Student First name, Last name
- Cell Phone
- Email Address

### File Format Specifications

- Share in .csv format
- Escape columns with double quotes {""}

# PowerSchool Attendance Intervention Letters Statement of Work

## Overview

This document serves as the Statement of Work (SOW) to define the scope of a PowerSchool Professional Services project. This SOW includes services for a single-district deployment of the following products, hosted in a PowerSchool cloud environment:

- PowerSchool Attendance Intervention Letters

All PowerSchool services for this SOW will be performed remotely.

## Prerequisites

- If using SIS rostering via Clever, you must have:
  - Customer SIS source system that is supported with an available PowerSchool Attendance Intervention SIS connector (Clever).
  - Clever SIS Rostering subscription.
- If not using SIS rostering via Clever, customer must provide the necessary files in the required .csv format as defined in the Appendix.
- If using SIS, district must have contacts saved in PS SIS student contact table. If not, the customer must provide the necessary contact file in the required .csv format as defined in the Appendix.
- Completed Attendance Suite implementation

## Services in Scope

### Initiating & Planning

#### PowerSchool Responsibilities

- Provision Environment
- Send Welcome Email
- Identify PowerSchool Project Team
  - Project Manager
  - Application Specialist
  - Professional Development Specialist
  - Customer Success Manager
- Schedule Session One: Kickoff Meeting
- Data reviewed with Client for official rollout
- Finalize and approve Project Plan

# PowerSchool Attendance Intervention Letters

## Statement of Work

### Customer Responsibilities

- Identify Customer Project Team
  - Project Lead: primary point of contact for the PowerSchool team for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
  - Professional Development Lead
  - Technical Lead: data administrator with administrative access to your SIS or student and staff data; they should also be familiar with creating data files.
- Schedule Session One: Kickoff Meeting
- Finalize and approve Project Plan

### Executing

#### PowerSchool Responsibilities

- Conduct Session One: Kickoff Meeting
- Letter Creation based on Customer details
  - (3) edits based on Customer feedback

#### Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Provide Attendance information required for letters
- Provide verbiage for Letters to be created
  - Review letter
  - Provide any edits
  - Review and approve edits
    - (3) edits per letter
  - Implementation Phase Complete

### Monitoring and Controlling

#### PowerSchool Responsibilities

- Confirm attendance letter generates as expected

#### Customer Responsibilities

- Approve Project closure

# PowerSchool Attendance Intervention Letters

## Statement of Work

### Closing

#### PowerSchool Responsibilities

- Project close out call
- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey
- Complete Lessons Learned

#### Customer Responsibilities

- Project close out call
- Review and verify completed deliverables to finalize completion of project scope
- Review and verify Support Contact methods and understand that support will be the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Complete Customer Satisfaction Survey

### Statement of Work Fees

This is a fixed-price SOW. Any services or deliverables not documented in this SOW can be addressed via a Project Change Request or a new SOW.

# PowerSchool Attendance Intervention Letters

## Statement of Work

### Appendix

#### Student Contact Information File Requirements

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# PowerSchool Attendance Intervention Letters

## Statement of Work

### Daily Attendance Data File Requirements

Each state or district has different requirements for defining a day of absenteeism which is calculated in your SIS. All data files shared with PowerSchool Attendance Intervention must be in .csv format with header rows included.

Below are the required columns to integrate daily attendance:

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- Email Address

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**PowerSchool Holdings, Inc.**

150 Parkshore Drive

Folsom, CA 95630

[www.powerschool.com](http://www.powerschool.com)

RE: PowerSchool Sole Source Affirmation

To Whom It May Concern:

The purpose of this letter is to inform you that PowerSchool Holdings, Inc., its subsidiaries PowerSchool Group LLC, PowerSchool Canada ULC and PowerSchool India Private Limited, and its and their affiliate companies (collectively, "**PowerSchool**") are the sole source from which your school, school district, other educational institution, business or governmental entities may license the PowerSchool software that is available in your market and purchase accompanying support, including fixes and enhancements. PowerSchool is the sole provider to offer native integrations amongst its product family. Moreover, PowerSchool is the only company that can provide single-sign-on within the PowerSchool products without using a third-party product.

- PowerSchool Unified Operations solutions, which includes student information systems (SIS), enrollment, engagement, and payroll/finance products such as PowerSchool SIS; PowerSchool eSchoolPlus SIS; PowerSchool Enrollment; PowerSchool Enrollment Express; Predictive Enrollment Analytics; Operational Data Store (ODS); PowerSchool Ecollect Forms; PowerPack; Communication and Attendance Intervention; eFinancePlus; BusinessPlus; Atrieve Finance; Atrieve HR; and Atrieve Payroll.
- PowerSchool Unified Classroom® solutions, which includes Performance Matters Assessment; Performance Matters Analytics; Schoology Learning; Special Programs; Behavior Support; Curriculum Management; Naviance CCLR; and Naviance for Elementary.
- PowerSchool Unified Talent™ solutions, which includes SchoolSpring Job Board; Applicant Tracking; Candidate Assessment; Employee Records; Perform; Professional Learning - including Premium Content Library; and SmartFind Express.
- PowerSchool Unified Insights™, which includes the following individual solution offerings: SEL, Student Essentials, Advanced Student Suite, Talent and Business Operations; Community Engagement; District Operations; EdFI ODS; Human Capital; Geovisual Enrollment Analytics; Essentials; Enrollment Analytics; Location Analytics; Risk Analysis; and Student Readiness.
- Headed2™ solutions.
- PowerSchool also offers, under the PeopleAdmin brand, the following solutions: PeopleAdmin Applicant Tracking System, PeopleAdmin Position Management, PeopleAdmin Employee Records, PeopleAdmin Performance Management, PeopleAdmin Faculty Information System, PeopleAdmin Professional Learning, PACx, and all other software as part of PowerSchool's future product line.



Additionally, any services provided using the PowerSchool software including, without limitation, hosting and implementation services for PowerSchool products are only available through PowerSchool, unless PowerSchool provides explicit approval or authorization for an outside party to provide services on PowerSchool's behalf.

Sincerely,

DocuSigned by:

*Eric Shander*

2/8/2023

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Eric Shander

Chief Financial Officer

PowerSchool Holdings, Inc.

# Funding Improved Attendance

## New Haven Public Schools

### Absenteeism, Graduation, and State Funding

In addition to supporting academic growth and student wellbeing, improving attendance has impacts on districts' state funding. This includes districts in Connecticut, like New Haven Public Schools, where base state allocations (\$11,525 per pupil) are driven by enrollment.

Research demonstrates that missed school days are correlated with increased risks of not completing high school, with direct impacts on district enrollment.

- A student who is chronically absent in kindergarten and first grade is four times more likely to not graduate than their peers (USDOE, 2019).
- This likelihood increases to seven times for a student who is chronically absent in any one year from eighth to twelfth grade (Utah Education Policy Center, 2012).
- A study in Baltimore Public Schools found that by sixth grade chronic absenteeism was the strongest predictor of a student not graduating (BERC, 2011).



NHPS has approximately 5,700 enrolled high school students and a chronic absenteeism rate of approximately 37%. If efforts to reduce chronic absenteeism led to just a 0.25% decrease in the dropout rate in New Haven, the district would recoup \$161,350 in state funding annually.

Dropout Rate Reduction	# of Students	State Funding Recouped (# of Students x \$11,525)
0.10%	6	\$69,150.00
0.25%	14	\$161,350.00
0.50%	29	\$334,225.00



**NEW HAVEN PUBLIC SCHOOLS**

# Funding Improved Attendance in NHPS

## Federal Funds

Longstanding federal funds and temporary Covid-relief funds are not only aligned to goals of improving student attendance but support the Vision of New Haven Public Schools to ensure "access to equitable opportunities and successful outcomes for all students as they prepare for college, career, and life." By helping students and families in overcoming barriers to participation, addressing attendance with these grants helps set the groundwork for success.

Funding Source	Alignment to the Promoting Attendance
<b>ESSER III</b>	ESSER funds are used to meet ongoing district needs arising from or exacerbated by the pandemic, including accelerating learning, supporting student mental health, and ensuring continuity of operations. Promoting attendance is essential to learning recovery and supporting the whole child. Leveraging ESSER III to offset year-one implementation costs are a great way to take advantage of these funds while being mindful of their temporary nature.
<b>Title I Part A</b>	The purposes of Title I Part A are to ensure that all students meet challenging state academic standards and to close achievement gaps. Title I is also used to promote parent and family engagement. By reducing absenteeism and cultivating family involvement, efforts to promote attendance support eligible students in accessing the high-quality first instruction and supplemental supports needed for academic growth.
<b>Title II Part A</b>	Title II Part A funds are designed, in part, to support the development of staff that are highly-effective in improving student outcomes. Using these funds for training around best practices in promoting attendance is an allowable use of Title II. Additionally, these funds can be transferred, becoming Title IV Part A, through coordination with the state.
<b>Title IV Part A</b>	<p>A core intent of Title IV Part A funds is to promote safe and healthy environments for learning, including by meeting the physical and social-emotional needs of each student. If efforts to increase student attendance and family engagement support student well-being and positive conditions for learning, then an investment in Attendance Intervention is an allowable use of Title IV funds.</p> <p>Additionally, consider leveraging NHPS's Stronger Connections Grant for the same purposes.</p>

