



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: August 10, 2020

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of RESCHEDULED Workshop/Committee Meetings –
Wednesday, August 12, 2020, 5:30 p.m., VIRTUAL MEETING VIA ZOOM

The Committees of the Board of Education will meet on Wednesday, August 12, 2020, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury’s Government Access Channel (Comcast Channel 96, Frontier Channel 6096) or listened to via teleconference by calling 1-701-802-5064 with access code 2305673. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the August 10, 2020 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-701-802-5064 with access code 2305673 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

- Committee of the Whole/5 minutes ~ Request approval of a Student Intern Affiliation Agreement with Tufts University, at no cost, for school psychology student internships – K. Gabrielson.
- Committee of the Whole/5 minutes ~ Request approval of an Agreement with Sacred Heart University, Inc. – College of Health Professions, at no cost, for speech, language and pathology internships – K. Gabrielson.
- Committee of the Whole/5 minutes ~ Request approval of a Student Teacher Affiliation Agreement, at no cost, with the following: - J. Mendoza, J. Ocasio, L. Romano.
 - Franklin Pierce University
 - Grand Canyon University
 - University of Bridgeport
 - University of Connecticut
- Committee on Finance/5 minutes ~ Request approval of a Memorandum of Understanding with Relay Graduate School of Education for Relay Teaching Residency Alternate Route to Certification Program – J. Mendoza, T. Shaw.
- Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education “Promoting Middle School Financial Literacy Grant 2020” (*consensus needed*) – L. Brown, M. Merati, D. Schwartz.

6. Committee on Finance/5 minutes ~ Request approval of a College Readiness and Success Contract with CollegeBoard to provide PSAT and SAT assessments – T. Battistoni, D. Schwartz.
- 6a. Committee on Finance/5 minutes ~ Request approval of an Agreement with Curriculum Associates, LLC, for Elementary Mathematics Curriculum – J. Frenis, D. Schwartz.
7. Committee on Building and School Facilities/2 minutes ~ Use of School Facilities by school organizations and/or City departments – W. Clark.
8. Superintendent's Update/20 minutes – Dr. Ruffin.
 - a) Reopening Schools Update—Long Term Recovery Committee Update
 - b) Proposed calendar for 2020-21 school year
 - c) Professional Development
9. Superintendent's Notification to the Board/5 minutes:
 - a. Grant funded appointments effective immediately:

Keith, Ryan – Accountant II, Business/Grants Office, full-time, salary and benefits governed by UPSEU.

Martinez, Alejandro – Behavior Counselor, Wilby High School, \$22.00 p/hour, 35 hours p/week, 10 month, non-union with benefits.

Ostuno, Julie – Human Resources Generalist-Grants, full-time, 35 hours p/week, \$55,000 annually with benefits.

Rozum, Brittney – Parent Educator, Wilson School, \$15.12 p/hour, 10 month, part-time, non-union and without benefits.
 - b. Resignations:

Caffrey, Emily – WHS Special Education, effective 07/30/2020.

Cangelosi, Danielle – Generali Special Education, effective 07/30/2020.

DeLucia, Patricia – Bucks Hill Annex, effective 7/30/2020.

Duggan, Tatiana – WMS Science, effective 07/27/2020.

French, Gina – Driggs/Chase Art, effective 08/06/2020.

Generali, Alyssa – WCA Business, effective 08/06/2020.

Hauck, Jochlynn – Wilson grade 2, effective 07/29/2020.

Kores, Lauren – Sprague Kindergarten, effective 08/06/2020.

Lago, Lori – WHS Special Education, effective 07/14/2020.

Linares, Christopher – Carrington PE/Health, effective 07/29/2020.

Mayes, Tristan – Reed Music, effective 08/03/2020.

Michaud, Krista – WSMS Special Education, effective 07/24/2020.

Miller, Grant – KHS ELA, effective 08/07/2020.

Miller, Joan – Sprague Speech Language Pathologist, effective 07/17/2020.

Napoli, Nicolas – NEMS Tech Ed, effective 08/07/2020.

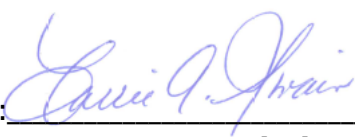
Ortiz, Jennifer – KHS Guidance Counselor, effective 08/01/2020.

Trevino, Julia – CHS Vice Principal, effective 08/07/2020.
 - c. Retirements:

Padua, Louis – Principal, Waterbury Career Academy, eff. 08/31/2020.

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

ADJOURNMENT

ATTEST: 
 Carrie A. Swain, Clerk
 Board of Education



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

July 31, 2020

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Approval of Contract between City of Waterbury and Tufts University

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that you approve a contract between the City of Waterbury and Tufts University to enable school psychologist students from the Department of Education School of Arts and Sciences to intern in the Waterbury Public Schools. I am **requesting BOA approval, subject to/conditioned upon BOE approval which is anticipated at the 8/20 BOE meeting.** This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

There is no cost associated with the contract which covers a one year period from September 1, 2020 through June 30, 2021 during which time Tufts University can send School Psychologist graduate student interns to Waterbury Public Schools as the parties agree are appropriate.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The contract enables the District to obtain school counseling graduate school interns while providing the interns with valuable and necessary experiences required for their degrees. The District has had interns from other universities for school counseling interns. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Sincerely,

Katharine Gabrielson

Enc. Agreement with Tufts University

STUDENT INTERN AFFILIATION AGREEMENT
for
School Psychology Student Internships
between
The City of Waterbury, Connecticut
And
Tufts University

THIS AGREEMENT, effective on the date signed by the University, is by and between the City of Waterbury, with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Tufts University, having a principal place of business in Medford, Massachusetts (the "University").

WHEREAS, **Tufts University** is a private University and maintains a Department of Education School of Arts and Sciences, located at 12 Upper Campus Road Paige Hall, Medford, Massachusetts, 02155; and

WHEREAS, the University desires to establish Psychology internships with the City to assist in the training of students enrolled in its Graduate School Psychology Program; and

WHEREAS, the City desires to assist in the training of such students by hosting them as Psychology Student Interns ("Interns") in the City's school system; and

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on September 1, 2020, and terminate on June 30, 2021 or the last scheduled school date, whichever occurs first, unless earlier terminated as provided herein.

1.1. Internship Hours. The internship is full-time for one year

2. Compensation. Neither the University, nor the City, shall be responsible to compensate the other party, or the Intern for services rendered under this Agreement. The parties further agree and understand neither the Intern nor the Faculty Advisor/Supervising Practitioner is an employee of the City of Waterbury, but rather that the Intern is participating in an internship in the Waterbury Public Schools for the purpose of obtaining experience in furtherance of his/her education. The Intern and the parties therefore agree that neither the Intern nor the University faculty member shall be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers' Compensation coverage, health benefits, etc.

3. Responsibilities of the University.

3.1. The University's Director of Internship and Field Experience, or his or her designee, not later than August 1 of each year, shall notify the City if any Interns will be available

to be hosted by the City during the coming school year, and the City shall give notice as promptly as is practicable of the number of Interns it agrees to host during that school year.

3.2. The University shall certify for participation in the clinical internship only those qualified Graduate School Psychology students enrolled in the Graduate School Psychology Program who have received a baccalaureate degree

3.3. Prior to placement at an internship site (the “Internship Site”), the University shall arrange for the potential Intern to be interviewed by the Principal, Vice-principal, School Social Worker/ Counselor or School Psychologist who is certified to supervise the Intern, or other designated representative of the Internship Site. Interns shall be approved by the Principal of the intended Internship Site. Only those students of the University who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site.

3.4. The University shall designate a University Supervisor (the “University Supervisor”) to facilitate administration of the internship. Interns will be assigned to each Internship Site in consultation with the Supervising Practitioner. The University Supervisor shall visit each internship site three times per year (either in person or telephonically) and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the interns. The University Supervisor shall consult with school personnel with regard to the performance and evaluation of the Interns.

3.5. The University shall advise its Interns that they shall be required to follow the Tufts University Department of Education School Psychology, Internship, Program, Manual during the Intern's involvement in the internship program (the “Program”). A copy of the Manual shall be provided to the City prior to commencement of this agreement.

3.6. The University will instruct its Interns to comply with all applicable rules and regulations of the City. Upon the City’s request, the University shall withdraw from the internship any Intern who fails to comply with applicable City rules and regulations.

3.7. The University shall withdraw an Intern from the internship with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Intern’s continued participation in the internship is detrimental to the Intern and/or any employee of the City or student in the City’s school system.

3.8. The University shall advise its Interns that they will be expected to report to their designated Internship Sites as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Intern’s educational program, including clinical or other

fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide Faculty for the purpose of tracking Intern progress and for consultation with the Institution, as necessary. The Faculty shall be solely responsible for assigning final course grades to the Interns.

3.11. The University will instruct Interns, Faculty and University personnel not to disclose any confidential material or information connected with the City or any of its Students as set forth herein.

3.12. The University will convey to the City' personnel information about the philosophy and objectives of the Program.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system graduate school psychology student interns who are enrolled in the University's Graduate School Psychology Program and who have received a baccalaureate degree and are qualified to act as School Psychology Interns in the City's school system performing functions as described below.

4.2. The City shall provide the University Supervisor and Interns relevant information, including policies, procedures, and rules with which the Interns must comply.

4.3. The City will notify the University's Director of Internship and Field Experience, or his or her designee, whenever an Intern does not timely report to the designated Internship Site.

4.4 The City may, in its exclusive discretion, require that each Intern execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

4.5 The City shall provide suitable space for conferences connected with the Interns' clinical or fieldwork instruction.

4.5.2 The City shall allow the Intern to be released to participate in all required Tufts University bi-weekly two hour seminar/meetings.

4.6. The City shall provide a Supervising Practitioner who shall be responsible for planning and implementing individual Student Assignments in accordance with criteria developed by and provided to the City by the University.

4.6.1 The Supervising Practitioner shall be responsible for providing the supervision of all professional services provided by the Intern in the school setting to include but not be limited to; formal and informal assessment of the

Intern, guidance in all aspects of professional practice, support in meeting the professional responsibilities of a school psychologist, oversight to ensure the legal and ethical practices are upheld, and opportunities to develop problem-solving and intervention skills within a theoretical context.

4.7 The City shall provide orientation for Faculty regarding relevant City information, including policies, procedures, and rules with which Faculty and Interns must comply. The University shall provide such orientation to the Students.

5. Responsibilities of the Intern.

The University shall ensure that the Intern:

5.1. Executes a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

5.2. Each Intern shall be expected to report to their designated Internship Sites as per their agreed upon schedules.

5.3. Each Intern shall comply with all applicable rules and regulations of the City.

5.4. Each Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.

5.5. Intern shall be familiar with and follow the policies and procedures delineated in the District, School, and University manuals and documents. They must agree to complete all required reports and recordkeeping in a timely fashion for all cases and within guidelines specified in school and special education regulations. Drafts of psychological assessment reports and IEP paperwork should be submitted to their supervisor with enough time for review and editing prior to meetings.

. Criminal Background Check. and DCF Registry Check. The University shall provide to each proposed Intern an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Intern's state and national criminal history records checks to the City's Board of Education. The University will instruct the proposed Interns to go to the RESC for fingerprinting and to present and execute the authorization to the RESC at the time of fingerprinting.

6..1. The University shall ensure, and represents to the City, that any Interns who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry

established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

6.2. The City shall confirm that, in accordance with C.G.S. Section 10-221d, the proposed Interns have submitted to fingerprinting and state and national criminal history checks within 30 days of commencing his/her internship. Should the results of any criminal history check for any Intern be unsatisfactory, then upon receipt of notice of this from the RESC, the City shall terminate the internship of such Intern and notify the University's Clinical Field Experience Specialist or his or her designee, of such termination.

6.3. The proposed Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

6.4. The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

7. Student Education Records. The parties acknowledge that in the course of providing/hosting the Interns pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the parties have no authority to make any other disclosures of any information from education records. The University shall instruct its Interns on their obligations to comply with FERPA.

8. Student Data Privacy.

8.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Intern.

8.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Intern 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 University or the Intern. 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 University or the Intern 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 University and/or the Intern 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.

8.3 Neither the University nor the Intern shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

8.4 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 University or the Intern receives a request to review Student Data in the University's or the Intern's possession directly from a student, parent, or guardian, the University and the Intern agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Intern 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 University or the Intern, and correct any erroneous information therein.

8.5 The University and the Intern shall take actions designed to ensure the security and confidentiality of student data.

8.6 The University and the Intern 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 University or the Intern of a breach of Student Data, the University 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.

8.7 Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Intern at the expiration of his or her internship term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.

8.8 The University, Intern 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.

8.9 The University and the Intern 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.

8.10 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.

9. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the “Confidential Information”). The University shall use at least the same standard of care to maintain the confidentiality of the City’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University’s obligation to maintain the confidentiality of the City’s Confidential Information shall survive the expiration or earlier termination of this Agreement.

9.1 Nothing herein shall prohibit or limit the University from disclosing the City’s Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City’s Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

10. Use of City Property. The Supervising Practitioner and Intern shall have access to such areas of City property as the City and the Supervising Practitioner agree are necessary for the

performance of the Supervising Practitioner's and/or Intern's functions pursuant to this Agreement and at such times as the City and the Supervising Practitioner may mutually agree.

11. Insurance.

11.1. The University shall offer health insurance to the student to be considered as a potential Intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the student intern program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Intern for review by the City.

11.2. The University or Intern(s) shall not commence work under this Contract until all insurance required under this Section 12 has been obtained by the University or Intern(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.3. At no additional cost to the City, the University or Intern(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Intern(s)' obligations under this Contract, whether such obligations are the University's or Intern(s)' or person or entity directly or indirectly employed by said University or Intern(s), or by any person or entity for whose acts said University or Intern(s) or subcontractor may be liable.

11.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.5. The following policies with stated limits shall be maintained by the University or the Intern(s) as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Intern(s):

11.5.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate, \$2,000,000.00 Products/Completed Operations
Aggregate

The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.5.2 Auto Liability: \$1, 000, 000, 00 combined single limit each Accident, Any Auto, All owned and Hired Autos

The University shall provide Auto Liability Insurance providing coverage to the University, the City or Intern(s) on any Auto and all Owned and Hired Autos.

11.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University, the City and the Intern(s).

11.5.4 Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate: The University shall provide Excess/Umbrella Liability Insurance providing coverage to the University, the City or Intern(s).

11.5.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City or Intern(s), as it relates to Educational Services provided to City of Waterbury Board of Education.

11.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving an Intern(s) within the Program.

11.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Intern(s) fails to maintain the minimum required coverage as set forth herein.

11.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Intern(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.8. Certificates of Insurance: The University or Intern(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Intern(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Intern(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the

City of Waterbury, as follows: “The City of Waterbury and its’ Board of Education are listed as additional insureds on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability.” The University or Intern(s) must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.9. No later than thirty (30) calendar days after University or Intern(s)’ receipt, the University or Intern(s) shall deliver to the City a copy of the University or Intern(s) insurance policies, endorsements, and riders.

12. Indemnification. University agrees to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College’s/University’s and the Intern’s obligations under this Agreement, by the negligent acts, errors or omissions of University, the Intern or anyone for whom the College is legally responsible.

13. Termination.

13.1. Termination Either party may terminate this Agreement at any time without cause by giving Thirty (30) days’ written notice to the other party.

13.2. Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

13.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by

University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.

14. Interns and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Interns nor the Supervising Practitioner will be considered employees or agents of the City, and that the relationship between the City and the Interns, the Supervising Practitioner and the City is that of an independent contractor. The Interns and the Supervising Practitioner shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

15. Accommodations for Persons with Disabilities. In the event that an Intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

16. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: Department of Education
 12 Upper Campus Road
 Paige Hall
 School of Arts and Sciences
 Tufts University
 Medford, MA 02155

With a copy to: _____

To the City: City of Waterbury
 c/o Department of Education
 Chief Operating Officer
 236 Grand Street
 Waterbury, CT 06702.

17. Contract Assignment: No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

18. Discriminatory Practices. In performing this Agreement, the University shall not discriminate against any Intern or applicant for internship, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to

employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

18.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

19. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

20. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

21. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

22. Survival. Any provisions of this agreement that impose continuing obligations on the parties shall survive the expiration or termination of this agreement for any reason.

24. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

25. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

25.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

25.2. It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

25.3. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime University or Intern or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

25.4. The value of anything transferred or received in violation of the City’s Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

25.5. Upon a showing that a subcontractor made a kickback to the City, a prime University or Intern or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

25.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 26.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 26.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

25.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

25.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 25.1-25.7.

25.9. The University or Intern is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

25.10. The University or Intern hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The

text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

25.11. The University or Intern is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

25.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

25.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

25.14. PROHIBITION AGAINST CONTINGENCY FEES. The University or Intern hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

25.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the University or Intern set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all University or Intern records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

TUFTS UNIVERSITY

By: _____
_____, Dean

Date: _____

SCHEDULE A

**WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education (“Education Department”) granting me the privilege of participating in a Graduate School Psychology student internship that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the Tufts University, Department of Education in its Graduate Psychology Program participating in a School Psychology student internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver

Private University or College

which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 2020.

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury ____, ____, 2020

County of New Haven:

On this ____ day of ____, 2020, before me the undersigned officer, personally appeared ____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

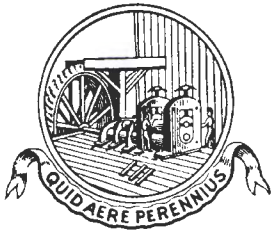
AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in the _____
Program at the _____ School of _____, hereby request and authorize
Cooperative Educational Services (a Regional Education Service Center), and the Department of
Children and Families (“DCF”) to release to the Board of Education of the City of Waterbury the
results of my state and national criminal history records check and my DCF registry check
requested by the Board of Education of the City of Waterbury pursuant to Connecticut General
Statutes Section 10-221d.

Signed,

[Printed Name of Student Intern]

Dated: _____



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

July 31, 2020

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

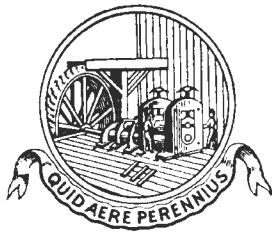
Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Approval of Contract between City of Waterbury and
Sacred Heart University

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that you approve a contract between the City of Waterbury and Sacred Heart University to enable school Speech and Language Pathology students from the College of Health Professionals to intern in the Waterbury Public Schools. I am **requesting BOA approval, subject to/conditioned upon BOE approval which is anticipated at the 8/20 BOE meeting.** This contract did not go out to bid

There is no cost associated with the contract which covers a three-year period from September 1, 2020 through June 30, 2023 during which time Sacred Heart University can send Speech and Language Pathologist graduate student interns to Waterbury Public Schools as the parties agree are appropriate.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The contract enables the District to obtain school counseling graduate school interns while providing the interns with valuable and necessary experiences required for their degrees. The District has had interns from other universities for school counseling interns. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Sincerely,

Katharine Gabrielson

Enc. Agreement with Sacred Heart University

AGREEMENT
for
Speech, Language & Pathology Internships
between
The City of Waterbury, Connecticut
and
Sacred Heart University, Inc. - College of Health Professions

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the City of Waterbury (the “City”), located at 235 Grand Street, Waterbury, Connecticut and Sacred Heart University, Inc., College of Health Professions (the “University”), located at 5151 Park Avenue, Fairfield, CT, 06825 a Connecticut Non-stock Corporation duly registered University.

WHEREAS, the University is a private university with a College of Health Professionals awarding Baccalaureate and Master’s degrees in the area of Speech Language Pathology; and

WHEREAS, the University desires to establish opportunities for clinical experience and instruction, or other fieldwork experience for graduate students studying in its speech, language, and pathology program (hereinafter “Student Interns” or “Interns”); and

WHEREAS, the City, has agreed to provide such clinical experience, to qualified Speech Language Pathology students in the City’s public school system.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on August 20, 2020, and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

2. Compensation. Neither the University nor the City shall be responsible to compensate the other Party, or the interns, for services rendered under this Agreement. The Parties further agree and understand the City is not responsible to compensate the intern(s) or the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing internship opportunities in the Waterbury Public Schools in furtherance of the graduate interns’ experience and education.

3. Scope of Services. During the term of this Agreement, the University shall furnish qualified student Interns to the City, who are enrolled in its Graduate Program in Speech Language Pathology and who have received a Baccalaureate Degree and are qualified to act as student Interns in the Waterbury Public School System performing functions as described below. The City shall host such student Interns in its school system and shall provide the students with a clinical experience as outlined and described herein. The City shall provide the Interns with practical experience in a classroom setting as mandated by the Council on Academic Accreditation, which includes work in clinical assess Audiology and Speech Language Pathology (CAA) which includes work in clinical assessment and management of disorders of articulation, voice, fluency,

fluency, language, and swallowing in children. Said experiences shall be supervised by University staff and City staff.

4. Responsibilities of the University.

4.1. The University's School of Health Sciences and Human Performance shall certify and furnish and the City shall host qualified students Interns for each fall, spring, and summer semester. The number of students the City shall host shall be determined by the City at least thirty (30) days prior to the start of the semester and the City shall notify the University of the same as soon as reasonably possible. The University shall certify for participation in the clinical Internship/student-teaching only those qualified Speech Language Pathology students enrolled in the Graduate Speech Language Pathology who have received a baccalaureate degree. In the event that the City deems it necessary to cancel a reserved space, due to circumstances beyond its reasonable control, the City will notify the University as soon as reasonably possible in advance of the commencement date of the student affiliation.

4.1.1. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any student Intern from any Internship Site, school and/or City property. The City will promptly notify the University in the event a Student Intern is so removed.

4.2. All functions performed by the University or Interns shall comply with any and all local, state, and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Further, the University shall insure that the Interns comply with all rules, regulations, procedures, and policies of the University and the City.

4.3. The University shall ensure that the academic preparation of the students it assigns shall be in keeping with the objectives and requirements of the clinical education program.

4.4. The University shall designate and provide one person who shall be responsible for coordination of all aspects of the affiliation and its associated academic components.

4.5. The University shall ensure that the students it assigns shall adhere to all policies and procedures of the City.

4.6. The University shall require students to provide to the City evidence of physical examination and immunizations as may be reasonably required by the City.

4.7. The University shall provide students with such mandatory education as is deemed appropriate by the University, including, but not limited to OSHA standards regarding blood borne pathogens and universal precautions.

4.8. The University understands that students Interns, or any faculty of the University, shall not be deemed employees of the City, and are therefore not entitled to worker's compensation benefits or any other employment-related benefits.

4.9. The University shall arrange for each potential Intern to be interviewed by the City. Such interviews shall be conducted before placement. Only those Interns of the University who have been interviewed and accepted by the school representative shall be permitted to Intern at the site.

4.10. The University shall be solely responsible for evaluating and grading the performance of the Interns.

4.11. The University shall require that the Interns report to each designated Internship site at the start of each school day and stay until the end of a required school day. The City will notify the University whenever an Intern does not timely report to the designated Internship site.

4.12. The University shall obtain and provide to the City a signed copy of the waiver of liability, attached hereto as Schedule A, and signed by each Intern, prior to participation in said program. Participation in the Program shall be contingent upon the City's receipt of such waiver of liability.

4.13. Criminal Background Check and DCF Registry Check

4.13.1. The University shall ensure, and represents to the City, that each and every Student Intern or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Intern who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Intern with a disqualifying criminal history to have direct contact with a student.

4.13.2. The University shall advise each proposed Student Intern that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Intern an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student' Intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to

the City of Waterbury. The University will instruct the proposed Student Intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

4.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Interns have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Intern be determined by the City to be unsatisfactory, the City may terminate the Student Interns Opportunity in the Program and refuse to host such Student Intern and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

4.13.4. The provisions of this Section 4.13 regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

4.14. The University shall ensure the communication of and compliance with all Student Intern Responsibilities, including but not limited to the following:

4.14.1. Each Student Intern shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

4.14.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Intern shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.

4.14.3. Each Student Intern shall be expected to report to their designated Hosting School as per their agreed upon schedules.

4.14.4. Each Student Intern shall comply with all applicable rules and regulations of the City.

4.14.5. Each Student Intern shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.

- 4.15. The University shall ensure that the University, its employees, and each Student Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, “University” includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.**

4.15.1. Student Education Records. The Parties acknowledge that in the course of the Program and hosting the Student Interns pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Interns on their obligations to comply with FERPA.

4.15.2. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Intern.

4.15.3. The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern 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 University or the Student Intern. 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 University or the Student Intern 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 University and/or the Student Intern 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.

- 4.15.4.** The University and/or the Student Intern shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 4.15.5.** 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 University or the Student Intern receives a request to review Student Data in the University's or the Student Intern's possession directly from a student, parent, or guardian, the University and the Student Intern agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Intern 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 University or the Student Intern, and correct any erroneous information therein.
- 4.15.6.** The University and the Student Intern shall take actions designed to ensure the security and confidentiality of student data.
- 4.15.7.** The University and the Student Intern 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:
- 4.15.8.** Upon discovery by the University or the Student Intern of a breach of Student Data, the University 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.
- 4.15.9.** Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Intern at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.
- 4.15.10.** The University, Student Intern, 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.
- 4.15.11.** The University and the Student Intern acknowledge 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.

4.15.12. 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.

4.15.13. The provisions of this Section 4.15 regarding student confidentiality, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.

5. City Responsibilities.

5.1. The City agrees to provide onsite supervision of the Speech Language Pathology Intern by appropriate, qualified personnel, make available the relevant facilities for student training, including necessary and appropriate equipment and supplies, and shall undertake such activities as will permit the Speech Language Pathology Intern to gain field experience.

5.2. The City agrees to provide a planned, supervised program of clinical instruction consistent with the objectives of the University's clinical education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

5.3. The City agrees to designate a Program Coordinator, who shall be responsible for the learning experience of the students, such person having met the academic and other standards established by the parties.

5.6. The City agrees to provide the students with an orientation to the policies and procedures of the City and Board of Education in advance or at the beginning of the affiliation.

5.7. In the event that it becomes necessary for the Waterbury Public School system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5.8. The City reserves the right to determine the number of speech-language pathology student interns it will host in its school system in accordance with paragraph 3.1 herein.

5.9. The City shall provide the Internship Supervisor and student interns relevant information, including policies, procedures, and rules with which the student interns must comply.

5.10. The City will notify the University's Director of Internship and Field Experience, or his or her designee, whenever an intern does not timely report to the designated internship

site.

6. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the “Confidential Information”). The University shall use at least the same standard of care to maintain the confidentiality of the City’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University’s obligation to maintain the confidentiality of the City’s Confidential Information shall survive the expiration or earlier termination of this Agreement.

6.1. Nothing herein shall prohibit or limit the University from disclosing the City’s Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City’s Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

7. Use of City Property. The University Supervisor and/or Student Intern shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor’s and/or Student Intern’s functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

8. Insurance.

8.1. The University shall offer health insurance to the student to be considered as a potential Student Intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Intern Program with the City. With the consent of the student, the University shall provide the student’s health insurance information when submitting the potential Student Intern for review by the City.

8.2. The University or Student Intern(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or Student Intern(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an “A-” A.M. Best’s Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

8.3. At no additional cost to the City, the University or Student Intern(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Student Intern(s)' obligations under this Contract, whether such obligations are the University's or Student Intern(s)' or person or entity directly or indirectly employed by said University or Student Intern(s), or by any person or entity for whose acts said University or Student Intern(s) or subcontractor may be liable.

8.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

8.5. The following policies with stated limits shall be maintained by the University or the Student Intern(s) as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Student Intern(s):
[insert appropriate limits below per Risk Management]

8.5.1. General Liability Insurance: \$1,000,000.00 per Occurrence,
\$2,000,000.00 Aggregate, \$2,000,000.00 Products/Completed Operations
Aggregate

The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

8.5.2. Auto Liability: \$1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

The University shall provide Auto Liability Insurance providing coverage to the University, the City or Student Intern(s) on any Auto and all Owned and Hired Autos.

8.5.3. Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University, the City and the Student Intern(s).

8.5.4. Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate: The University shall provide Excess/Umbrella Liability Insurance providing coverage to the University, the City or Student Intern(s).

8.5.5. Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City or Student Intern(s), as it relates to Educational Services provided to City of Waterbury Board of Education.

8.5.6. Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student Intern or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

8.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Student Intern(s) fails to maintain the minimum required coverage as set forth herein.

8.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Student Intern(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

8.8. Certificates of Insurance: The University or Student Intern(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Intern(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Intern(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and [professional Liability]." and be written on an Occurrence basis." The University or Student Intern(s) must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

8.9. No later than thirty (30) calendar days after University or Student Intern(s)' receipt, the University or Student Intern(s) shall deliver to the City a copy of the University or Student Intern(s) insurance policies, endorsements, and riders.

9. Indemnification. University and Student Intern(s) agree to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Student Interns' obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Intern(s) or anyone for whom the University is legally responsible.

10. Termination.

10.1. Termination Either Party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other Party.

10.2. Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

10.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

10.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.

11. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Interns nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Interns, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

12. Accommodations for Persons with Disabilities. In the event that a Student Intern

requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

13. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

University: Sacred Heart University, Inc.
College of Health Professions
5151 Park Avenue
Fairfield, CT06825

City: City of Waterbury
c/o Department of Education
236 Grand Street, 3rd Floor
Waterbury, CT 06702

14. Contract Assignment: No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

15. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Intern or Student Intern applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Interns under this Agreement, because of the person's race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and

Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

15.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Prohibition against Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

19. Survival. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

20. Entire Agreement. This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

21. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

- 21.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 21.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
- 21.3.** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 21.4.** strikes and labor disputes; and
- 21.5.** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in Section 5 of this Contract.

22. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

- 22.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 22.2.** It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim

or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

22.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the University or Student Intern or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

22.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

22.5. Upon a showing that a subcontractor made a kickback to the City, a University or Student Intern or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

22.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 26.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 26.6 shall not apply to full-time employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

22.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

22.8. The definitions set forth in the City's Code of Ordinances shall be the primary

source for interpretation of the forgoing subsections 21.1-21.7.

22.9. The University or Student Intern is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

22.10. The University or Student Intern hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

22.11. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

22.12. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

22.13. PROHIBITION AGAINST CONTINGENCY FEES. The University or Student Intern hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

22.14. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the University or Student Intern set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all University or Student Intern records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESS:

SACRED HEART UNIVERSITY, INC.
COLLEGE OF HEALTH PROFESSIONS

By: _____

Date: _____

**SCHEDULE A
WAIVER OF LIABILITY,
INDEMNITY AGREEMENT AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education (“Education Department”) granting me the privilege of participating in an Internship that includes observation and, when appropriate, participation in some of the various functions of the Department of Education, and in further consideration of the of Sacred Heart University, Inc. - College of Health Professions allowing me to participate in said Internship, I, _____, the Undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Internship or any associated activity.

I further agree to indemnify and hold harmless the City of Waterbury and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney’s fees which may directly or indirectly result from or occur as a consequence of said Internship or any associated activity.

I further agree and understand that I am neither an employee of the City of Waterbury nor of Sacred Heart University, Inc. - College of Health Professions, but rather that I am a Speech Language Pathology Graduate Student at Sacred Heart University, Inc. - College of Health Professions in its Graduate Speech Language Pathology Program participating in an Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this _____ day of _____, 201__

Signature

Date

Print Name

State of Connecticut:

: ss: Waterbury _____, _____, 201__

County of New Haven:

On this _____ day of _____, 201__, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court

Notary Public

My Commission Expires: _____

SCHEDULE B
AUTHORIZATION FOR RELEASE OF RESULTS OF INTERN CRIMINAL HISTORY
RECORDS CHECKS

The undersigned, _____, a graduate Speech Language Pathology in the Graduate of Speech Language Pathology Program at Sacred Heart University, Inc. - College of Health Professions, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the Dean of the Sacred Heart University, Inc. - College of Health Professions , or her designee, and to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

Speech Language Pathology Intern Signature

Printed Name of Speech Language Pathology Intern

Dated: _____



Date: July 29, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

And

**Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702**

Re: Approval Request of Contract for Student Teaching Opportunities between the City of Waterbury and Franklin Pierce University.

Dear Honorable Aldermen and Honorable Commissioners:

The Human Resource/Education Department is requesting Board of Alderman approval conditioned upon/subject to Board of Education approval which is anticipated at the 8/20/20 Board of Education meeting. The term of this Agreement shall commence on the date signed by the Mayor and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

The Human Resources/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and Franklin Pierce University. The City shall host no more than five (5) Student Teachers enrolled in the University's Graduate or Masters in Education Program per each of the University's semesters.

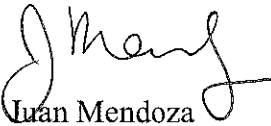
This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a Three Hundred and Fifty Dollar (\$350.00) stipend directly to the Cooperating Teacher(s) for each 8-week session of the Program.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall provide proof of insurance. In the event that it becomes necessary for the Waterbury public school

system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract and the Vendor's Certificate of Insurance. Lastly, please be advised that the Human Resources/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'J. Mendoza', with a stylized flourish at the end.

Juan Mendoza
Interim Director of Human Resources
236 Grand St., Room 309
(203) 574-8109

Attachment

cc: Attorney *Dawn Desantis*
File: CRT20-097

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

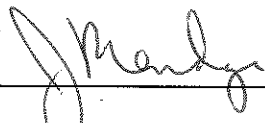
ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Student Teaching Opportunities between the City of Waterbury and Franklin Pierce University

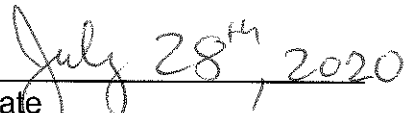
Department: Human Resources/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: 

Juan Mendoza
Interim Director of Human Resources

 July 28th, 2020
Date

STUDENT TEACHER AFFILIATION AGREEMENT
for
Student Teaching Opportunities
between
The City of Waterbury, Connecticut
and
Franklin Pierce University

THIS STUDENT TEACHER AFFILIATION AGREEMENT (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut and Franklin Pierce University (hereinafter the "University") with its principal place of business located at 40 University Drive, Rindge, New Hampshire 03461, and a duly registered nonprofit corporation in the State of New Hampshire, (jointly referred to as the "Parties" to this Agreement).

WHEREAS, Franklin Pierce University is a private university and maintains a School of Education; and

WHEREAS, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the "Student Teaching Program" or the "Program") with the City to assist in the training of students enrolled in its School of Education Masters in Education degree program; and

WHEREAS, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City's school system; and

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence on August 1, 2020, and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

1.1. **Option.** This Agreement may be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

2. **Compensation.** Neither the University nor the City shall be responsible to compensate the other Party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand neither the City is not responsible to compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

3.1. The University's School of Education through its designated representative, or his/her designee, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 12 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per each of the University's semesters.

3.1.1. The University shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Graduate program.

3.2. The University shall certify for participation in the Student Teaching Program only those qualified Graduate students enrolled in the Masters in Education for Elementary and Secondary Certification Program who have received a baccalaureate degree

3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School

3.4. The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit each Hosting School twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.

3.5. The University shall advise its Student Teachers that they shall be required to follow the University's School of Education Masters in Education Student Teacher Handbook during the Student Teachers' involvement in the Program. A copy of the Handbook shall be provided to the City prior to commencement of this Agreement.

3.6. The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the Program any student who fails to comply with applicable City rules and

regulations. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will notify the University and/or the University Supervisor immediately but no later than within twenty-four (24) hours in the event a Student Teacher is so removed.

3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will notify the University and/or the University Supervisor immediately but no later than within twenty-four (24) hours in the event a Student Teacher is so removed.

3.8. The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.

3.9 Subject to Section 4.5 below, the University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as provide any information and forms to be completed by the Cooperating Teacher, or the City as may be necessary to enable the City to host the Student Teacher, including the Student Teacher Handbook, the Cooperating teacher handbook, and the Supervisor Handbook.

3.12. **Cooperating Teacher Stipend.** The University shall pay a Three Hundred and Fifty Dollar (\$350.00) stipend directly to the Cooperating Teacher(s) for each 8-week session of the Program.

3.13. Criminal Background Check and DCF Registry Check

3.13.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were

ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.

3.13.2. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

3.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

3.13.4. If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

3.14. The University shall ensure the communication of and compliance with all **Student Teacher Responsibilities, including but not limited to the following:**

3.14.1. Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

- 3.14.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.
 - 3.14.3. Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.
 - 3.14.4. Each Student Teacher shall comply with all applicable rules and regulations of the City.
 - 3.14.5. Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.
 - 3.14.6. Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.
- 3.15. **The University shall ensure that the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.**
- 3.15.1. **Student Education Records.** The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

3.15.2. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Teacher.

3.15.3. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher 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 University or the Student Teacher. 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 University or the Student Teacher 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 University and/or the Student Teacher 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.

3.15.4. The University and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.15.5. 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 University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher 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 University or the Student Teacher, and correct any erroneous information therein.

3.15.6. The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.

3.15.7. The University and the Student Teacher 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:

- 3.15.8. Upon discovery by the University or the Student Teacher of a breach of Student Data, the University 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.
- 3.15.9. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student-generated content.
- 3.15.10. The University, Student Teacher, 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.
- 3.15.11. The University and the Student Teacher acknowledge 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.
- 3.15.12. 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.
- 3.15.13. If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentially, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Masters in Education Program and who have received a baccalaureate degree and are qualified to act as Student Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host no more than five (5) students per semester.

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

4.3. The City will notify the University's Director of Operations and Student Services Clinical Practice Administrator or his/her designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. **Cooperating Teacher and Cooperating Teacher Qualifications.** The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. **Qualifications.** The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.

4.6. The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. **Proprietary Information.** Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

5.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any

such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

6. Use of City Property. The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

7. Insurance.

7.1. The University shall offer health insurance to the student to be considered as a potential Student Teacher, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Teacher Program with the City. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Teacher for review by the City.

7.2. The University or Student Teacher(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or Student Teacher(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

7.3. At no additional cost to the City, the University or Student Teacher(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Student Teacher(s)' obligations under this Contract, whether such obligations are the University's or Student Teacher(s)' or person or entity directly or indirectly employed by said University or Student Teacher(s), or by any person or entity for whose acts said University or Student Teacher(s) or subcontractor may be liable.

7.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or

non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

7.5. The following policies with stated limits shall be maintained by the University or the Student Teacher(s) as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Student Teacher(s):

7.5.1 General Liability Insurance: \$1,000,000.00 per Occurrence, \$2,000,000.00 Aggregate, \$2,000,000.00 Products/Completed Operations Aggregate

The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

7.5.2 Auto Liability: \$1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

The University shall provide Auto Liability Insurance providing coverage to the University, the City or Student Teacher(s) on any Auto and all Owned and Hired Autos.

7.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University, the City and the Student Teacher(s).

7.5.4 Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate: The University shall provide Excess/Umbrella Liability Insurance providing coverage to the University, the City or Student Teacher(s).

7.5.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City or Student Teacher(s), as it relates to Educational Services provided to City of Waterbury Board of Education.

7.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student Teacher or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

7.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Student Teacher(s) fails to maintain the minimum required coverage as set forth herein.

7.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Student Teacher(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

7.8. Certificates of Insurance: The University or Student Teacher(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Teacher(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Teacher(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: *[insert insurance language]* **"The City of Waterbury and Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability."** The University or Student Teacher(s) must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

7.9. No later than thirty (30) calendar days after University or Student Teacher(s)' receipt, the University or Student Teacher(s) shall deliver to the City a copy of the University or Student Teacher(s) insurance policies, endorsements, and riders.

8. Indemnification. University and Student Teacher(s) agree to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Student Teachers' obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Teacher(s) or anyone for whom the University is legally responsible.

9. Termination.

9.1. Termination Either Party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other Party.

9.2. Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

9.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

9.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.

10. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

11. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

12. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: Franklin Pierce University
40 University Drive
Rindge, NH 03461

With a copy to:

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

With a copy to: City of Waterbury, Board of Education
Human Resources
235 Grand Street, Room 310
Waterbury, Connecticut 06702

13. This section intentionally left blank.

14. Contract Assignment: No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

15. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular

job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

15.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Prohibition against Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

19. Survival: Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

20. Entire Agreement. This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This

Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

21. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

21.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in Section 5 of this Contract.

22. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

22.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

22.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

22.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the University or Student Teacher or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

22.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

22.5. Upon a showing that a subcontractor made a kickback to the City, a University or Student Teacher or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

22.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 26.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 26.6 shall not apply to full-time employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

22.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the

City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

22.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 21.1-21.7.

22.9. The University or Student Teacher is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

22.10. The University or Student Teacher hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyvt.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

22.11. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

22.12. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

22.13. PROHIBITION AGAINST CONTINGENCY FEES. The University or Student Teacher hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

22.14. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the University or Student Teacher set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all University or Student Teacher records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

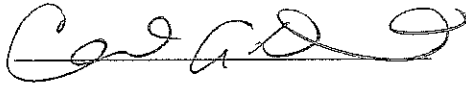
CITY OF WATERBURY

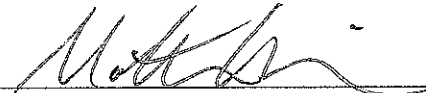
By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

Franklin Pierce University



By:  _____
College of Liberal Arts & Social Sciences Dean

7/27/2020

Date: 7/27/2020

SCHEDULE A

**WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a Student Teaching Program that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Student Teacher Program with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Student Teaching Program or any associated activity to the extent such is not covered by the University's insurance policy provided in association with the Student Teaching Program.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the Franklin Pierce University School of Education in its Graduate program participating in a Student Teaching Program the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by

Franklin Pierce University

signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 2020.

Student Teacher Signature

Student Teacher Print Name

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury ____, ____, 2020

County of New Haven:

On this ____ day of ____, 202__, before me the undersigned officer, personally appeared ____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

**AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS
AND DEPARTMENT OF CHILD AND FAMILY REGISTRY CHECK**

I, the undersigned, _____, a graduate student in the University's Masters in Education Program at the Franklin Pierce University hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Printed Name of Student Teacher]

Dated: _____

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: Franklin Pierce University

Requesting Department: BOE

Department Contact: Lisa Dunn

Description of Work To Be Performed: Student / Teacher
Internship Program

Estimated Contract Duration and End Date: multi

Date Reviewed: 7/8/20

Insurance Certificate Term: 10/1/19-10/1/20

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
<https://portal.ct.gov/-/media/CID/licencom.pdf>

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes



Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)

7/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC
CA License #0F15767
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017
213-689-0065

CONTACT
NAME:
PHONE:
(A/C, No, Ext):
E-MAIL:
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United Educators Ins, a Reciprocal Risk Retention Group 10020

INSURER B: Travelers Property Casualty Co of America 25674

INSURER C: The Charter Oak Fire Insurance Company 25615

INSURER D: Evanston Insurance Company 35378

INSURER E:

INSURER F:

INSURED 1430184 Franklin Pierce University
40 University Drive
Rindge NH 03461

COVERAGES FRAP101

CERTIFICATE NUMBER: 16813235

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y			T49-71C	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y			810-0P450082-19-14-G	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$					T49-71C	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				UB-0P45046-19-14-G	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Medical E&O	N	N			SM933045	10/1/2019	10/1/2020	Limit: \$1,000,000 each claim \$3,000,000 agg Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Sexual Misconduct: Policy: T49-71C; 10/01/2019 - 10/01/2020; Insurer: United Educators Ins, a Reciprocal Risk Retention Group; Limit: \$1,000,000

Deductible: \$10,000

CERTIFICATE HOLDER

16813235
City of Waterbury
236 Grand Street
Waterbury CT 06702

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

RE: Project: Student/Teacher internship program with several Universities. The City of Waterbury and BOE are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

7/2

Submitting Department: BOE

Contact Name: Lisa Dunn

Project: Student / Teacher Internship program with Several Universities

Date : 4/9/20

Description of Work/Services: University of Bridgeport , Franklin Pierce , Tufts , Grand Canyon

Contract Term:

Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
 Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$500,000 EL each Accident
 \$500,000 EL Disease each Employee
 \$500,000 EL Disease Policy Limits

[Signature]
4/9/20

Excess/ Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$1,000,000each Occurrence
 \$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and BOE is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.



Date: July 29, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

And

**Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702**

Re: Approval Request of Contract for Student Teaching Opportunities between the City of Waterbury and Grand Canyon University, Inc.

Dear Honorable Aldermen and Honorable Commissioners:

The Human Resource/Education Department is requesting Board of Alderman approval conditioned upon/subject to Board of Education approval which is anticipated at the 8/20/20 Board of Education meeting. The term of this Agreement shall commence on the date signed by the Mayor and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

The Human Resources/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and Grand Canyon University, Inc. The City shall host no more than five (5) Student Teachers enrolled in the University's Graduate or Masters in Education Program per each of the University's semesters.

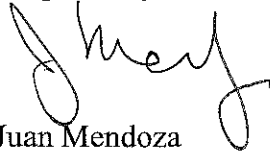
This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a two hundred and fifty dollar (\$250.00) stipend directly to the Cooperating Teacher(s) for each 8-week session of the Program.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall also provide proof of insurance. In the event that it becomes necessary for the Waterbury public

school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract and the Vendor's Certificate of Insurance. Lastly, please be advised that the Human Resources/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'J. Mendoza', written over a horizontal line.

Juan Mendoza
Interim Director of Human Resources
236 Grand St., Room 309
(203) 574-8109

Attachment

cc: Attorney *Dawn Desantis*
File: CRT20-006

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Student Teaching Opportunities between the City of Waterbury and Grand Canyon University, Inc.

Department: Human Resources/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: _____

Juan Mendoza
Interim Director of Human Resources

Date

7/28/2020

STUDENT TEACHER AFFILIATION AGREEMENT
for
Student Teaching Opportunities
between
The City of Waterbury, Connecticut
and
Grand Canyon University, Inc.

THIS STUDENT TEACHER AFFILIATION AGREEMENT (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Name of University/College with its principal place of business located at 3300 W Camelback Road, Building 26, Phoenix, Arizona 85017 (hereinafter the "University"), a duly registered Arizona corporation and duly registered in Connecticut as a foreign corporation (hereinafter, jointly referred to as the "Parties" to this Agreement).

WHEREAS, The Grand Canyon University is a private university and maintains a College of Education including a physical and online school for graduate students in its education programs; and

WHEREAS, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the "Student Teaching Program" or the "Program") with the City to assist in the training of students enrolled in its Masters in Education program(s); and

WHEREAS, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City's school system; and

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on August 1, 2020, and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

1.1. **Option.** This Agreement may be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

2. Compensation. Neither the University nor the City shall be responsible to compensate the other Party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand neither the City is not responsible to compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching

Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

3.1. The University's Teacher Placement Counselor (TPC), or the equivalent thereof, or his/her designee, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 12 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per each of the University's semesters.

3.1.1. The University shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Masters/Graduate program.

3.2. The University shall certify for participation in the Student Teaching Program only those qualified Graduate/Masters students enrolled in a Graduate or Masters in Education Program who have received a baccalaureate degree.

3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School .

3.4. The University shall designate a University faculty member (hereinafter the "Faculty Supervisor" or "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit each Hosting School twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.

3.5. The University shall advise its Student Teachers that they shall be required to follow the University's Master's in Teaching curriculum, manuals, policies, and procedures during the Student Teachers' involvement in the Program. A copy of any such relevant documents shall be provided to the City prior to commencement of this Agreement.

3.6. The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the Program any student who fails to comply with applicable City rules and regulations. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.8. The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as an information and forms to be completed by the Cooperating Teacher, or the City as may be necessary to enable the City to host the Student Teacher.

3.12. Cooperating Teacher Stipend. The University shall pay a Two Hundred and fifty Dollar (\$250.00) stipend directly to the Cooperating Teacher(s) for each 8-week session of the Program.

3.13. Criminal Background Check and DCF Registry Check

3.13.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal

charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.

3.13.2. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

3.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

3.13.4. If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

3.14. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:

3.14.1. Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

- 3.14.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.
- 3.14.3. Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.
- 3.14.4. Each Student Teacher shall comply with all applicable rules and regulations of the City.
- 3.14.5. Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.
- 3.14.6. Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.
- 3.15. **The University shall ensure that the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.**
 - 3.15.1. **Student Education Records.** The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

- 3.15.2. Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the University or the Student Teacher.
- 3.15.3.** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher 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 University or the Student Teacher. 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 University or the Student Teacher 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 University and/or the Student Teacher 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.
- 3.15.4.** The University and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 3.15.5.** 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 University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher 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 University or the Student Teacher, and correct any erroneous information therein.
- 3.15.6.** The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
- 3.15.7.** The University and the Student Teacher 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:

- 3.15.8.** Upon discovery by the University or the Student Teacher of a breach of Student Data, the University 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.
- 3.15.9.** Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student-generated content.
- 3.15.10.** The University, Student Teacher, 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.
- 3.15.11.** The University and the Student Teacher acknowledge 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.
- 3.15.12.** 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.
- 3.15.13.** If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentially, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Masters in Education for Elementary and Secondary Certification Program and who have received a baccalaureate degree and are qualified to act as Student Teachers in the City's school system performing functions as

described below. For each year of the Contract, the City will host no more than five (5) students per semester.

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

4.3. The City will notify the University's Director of Operations and Student Services Clinical Practice Administrator or his/her designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. Cooperating Teacher and Cooperating Teacher Qualifications. The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. Qualifications. The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.

4.6. The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

5.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws

available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

6. Use of City Property. The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

7. Insurance.

7.1. The University shall offer health insurance to the student to be considered as a potential Student Teacher, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Teacher Program with the City. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Teacher for review by the City.

7.2. The University or Student Teacher(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or Student Teacher(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

7.3. At no additional cost to the City, the University or Student Teacher(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Student Teacher(s)' obligations under this Contract, whether such obligations are the University's or Student Teacher(s)' or person or entity directly or indirectly employed by said University or Student Teacher(s), or by any person or entity for whose acts said University or Student Teacher(s) or subcontractor may be liable.

7.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the

commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

7.5. The following policies with stated limits shall be maintained by the University or the Student Teacher(s) as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Student Teacher(s):

7.5.1 General Liability Insurance: \$1,000,000.00 per Occurrence, \$2,000,000.00 Aggregate, \$2,000,000.00 Products/Completed Operations Aggregate

The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

7.5.2 Auto Liability: \$1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

The University shall provide Auto Liability Insurance providing coverage to the University, the City or Student Teacher(s) on any Auto and all Owned and Hired Autos.

7.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University, the City and the Student Teacher(s).

7.5.4 Excess/Umbrella Liability: \$1,000,000.00 each Occurrence and \$1,000,000.00 Aggregate: The University shall provide Excess/Umbrella Liability Insurance providing coverage to the University, the City or Student Teacher(s).

7.5.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City or Student Teacher(s), as it relates to Educational Services provided to City of Waterbury Board of Education.

7.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student Teacher or

any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

7.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Student Teacher(s) fails to maintain the minimum required coverage as set forth herein.

7.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Student Teacher(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

7.8. Certificates of Insurance: The University or Student Teacher(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Teacher(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Teacher(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: *[insert insurance language]* **"The City of Waterbury and Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builder's Risk and Professional Liability."** The University or Student Teacher(s) must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

7.9. No later than thirty (30) calendar days after University or Student Teacher(s)' receipt, the University or Student Teacher(s) shall deliver to the City a copy of the University or Student Teacher(s) insurance policies, endorsements, and riders.

8. Indemnification. University and Student Teacher(s) agree to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Student Teachers' obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Teacher(s) or anyone for whom the University is legally responsible.

9. Termination.

9.1. Termination Either Party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other Party.

9.2. Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

9.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

9.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.

10. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

11. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

12. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: Grand Canyon University, Inc.
3300 W Camelback Road, Building 26
Phoenix, AZ 85017

With a copy to: _____

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

With a copy to: City of Waterbury, Board of Education
Human Resources
235 Grand Street, Room 310
Waterbury, Connecticut 06702

13. This section intentionally left blank.

14. Contract Assignment: No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

15. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular

job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

15.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Prohibition against Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

19. Survival. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

20. Entire Agreement. This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This

Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

21. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

21.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in Section 5 of this Contract.

22. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

22.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

22.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

22.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the University or Student Teacher or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

22.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

22.5. Upon a showing that a subcontractor made a kickback to the City, a University or Student Teacher or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

22.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 26.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 26.6 shall not apply to full-time employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

22.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the

City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

22.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 21.1-21.7.

22.9. The University or Student Teacher is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

22.10. The University or Student Teacher hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

22.11. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

22.12. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

22.13. PROHIBITION AGAINST CONTINGENCY FEES. The University or Student Teacher hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

22.14. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the University or Student Teacher set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all University or Student Teacher records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

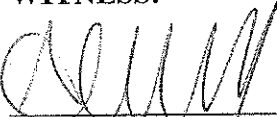
CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor


Date: _____

WITNESS:

GRAND CANYON UNIVERSITY, INC.



Teacher Placement Manager


By: _____
College of Education , Dean

6/25/2020

Date: 6/25/2020

SCHEDULE A
WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a Student Teaching Program that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Student Teacher Program with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Student Teaching Program or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a graduate student at the Grand Canyon University participating in a Student Teaching Program the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 2020.

Student Teacher Signature

Student Teacher Print Name

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 2020

County of New Haven:

On this _____ day of _____, 202_, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

**AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS
AND DEPARTMENT OF CHILD AND FAMILY REGISTRY CHECK**

I, the undersigned, _____, a graduate student in the University's Masters in Education Program at the Grand Canyon University, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Printed Name of Student Teacher]

Dated: _____

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: Grand Canyon University

Requesting Department: BOE

Department Contact: Lisa Romano-Rotella

Description of Work To Be Performed: Student / Teacher
Internship

Estimated Contract Duration and End Date: Multi

Date Reviewed: 7/27/20

Insurance Certificate Term: 8/1/19-8/1/20

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
<https://portal.ct.gov/-/media/CID/licencom.pdf>

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes



Risk Manager or Authorized Designee

Client#: 1789364

GRANDCAN17

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E. Camelback Rd. Suite 250 Phoenix, AZ 85016	CONTACT Ronnie Lambeth PHONE (A/C, No, Ext): 602-666-4896 FAX (A/C, No): E-MAIL ADDRESS: phx.certificates@usi.com														
INSURED Grand Canyon University 3300 W. Camelback Road Phoenix, AZ 85017	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B: CopperPoint Premier Insurance Co</td> <td>12741</td> </tr> <tr> <td>INSURER C: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER D: Homeland Insurance Company of New York</td> <td>34462</td> </tr> <tr> <td>INSURER E: United Educators Ins, Recip Risk Ret Gr</td> <td>10020</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co.	18058	INSURER B: CopperPoint Premier Insurance Co	12741	INSURER C: Argonaut Insurance Company	19801	INSURER D: Homeland Insurance Company of New York	34462	INSURER E: United Educators Ins, Recip Risk Ret Gr	10020	INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2018022	08/01/2019	08/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PHPK2018022	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			P0572N	08/01/2019	08/01/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		1021953 (AZ, CO, NM, NV, UT)	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
C				WC928648744034 (All other states)	07/01/2020	07/01/2021	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Nurses	X		MFL0041740819	08/01/2019	08/01/2020	\$2,000,000 Each Claim
D	Professional						\$4,000,000 Aggregate
D	SAM			MFL0041730819	08/01/2019	08/01/2020	***See Dec. of Ops

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***Sexual Abuse and Molestation - Each Claim - \$2,000,000 - Aggregate \$4,000,000

The General Liability, Automobile Liability, Excess Liability and Professional Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contain a (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Waterbury Public Schools
 236 Grand St.
 Waterbury, CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard J. Davis

DESCRIPTIONS (Continued from Page 1)

special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, Excess Liability, and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

Additional Insured Includes: Waterbury Public Schools and The City of Waterbury and BOE

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

(1/7)

Submitting Department: BOE

Contact Name: Lisa Dunn

Project: Student / Teacher Internship program with Several Universities

Date : 4/9/20

Description of Work/Services: University of Bridgeport , Franklin Pierce , Tufts , Grand Canyon

Contract Term:

Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$1,000,000 each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
\$500,000 EL each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

[Signature]
4/9/20

Excess/ Umbrella Liability: \$1,000,000 each Occurrence
\$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
\$1,000,000 Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$1,000,000each Occurrence
\$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and BOE is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Rec'd
7/10

Rec'd
7/10



Date: July 29, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

And

**Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702**

Re: Approval Request of Contract for Student Teaching Opportunities between the City of Waterbury and the University of Bridgeport.

Dear Honorable Aldermen and Honorable Commissioners:

The Human Resource/Education Department is requesting Board of Alderman approval conditioned upon/subject to Board of Education approval which is anticipated at the 8/20/20 Board of Education meeting. The term of this Agreement shall commence on August 24, 2020 and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

The Human Resources/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and the University of Bridgeport. The City shall host no more than five (5) Student Teachers enrolled in the University's Graduate or Masters in Education Program per each of the University's semesters.

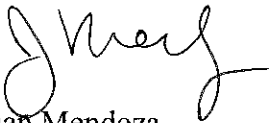
This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a Two Hundred and Seventy Five Dollar (\$275.00) stipend directly to the Cooperating Teacher(s) for each session of the Program.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall provide proof of insurance. In the event that it becomes necessary for the Waterbury public school

system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract and the Vendor's Certificate of Insurance. Lastly, please be advised that the Human Resources/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'J. Mendoza', with a stylized flourish at the end.

Juan Mendoza
Interim Director of Human Resources
236 Grand St., Room 309
(203) 574-8109

Attachment

cc: Attorney *Dawn Desantis*
File: CRT20-103

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Student Teaching Opportunities between the City of Waterbury and the University of Bridgeport

Department: Human Resources/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: J. Mendoza

Juan Mendoza
Interim Director of Human Resources

July 28th 2020
Date

STUDENT TEACHER AFFILIATION AGREEMENT
for
Student Teaching Opportunities
between
The City of Waterbury, Connecticut
and
The University of Bridgeport

THIS STUDENT TEACHER AFFILIATION AGREEMENT (hereinafter the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut and the University of Bridgeport (hereinafter the “University”) with its principal place of business located at 126 Park Avenue, Bridgeport, Connecticut 06604, a specially chartered non-stock corporation (jointly referred to as the “Parties” to this Agreement).

WHEREAS, The University of Bridgeport is a private university and maintains a School of Education; located at 126 Park Avenue, Bridgeport, CT 06604; and

WHEREAS, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the “Student Teaching Program” or the “Program”) with the City to assist in the training of students enrolled in Masters of Science in Education Program; and

WHEREAS, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City’s school system; and

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on **August 24, 2020**, and terminate on **June 30, 2023**, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

1.1.Option. This Agreement may be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

2. Compensation. Neither the University nor the City shall be responsible to compensate the other Party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand neither the City is not responsible to compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

3.1. The University's Director of Operations and Student Services Clinical Practice Administrator, or her designee, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 12 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per each of the University's semesters.

3.1.1. The University shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Masters program.

3.2. The University shall certify for participation in the Student Teaching Program only those qualified Graduate/Masters students enrolled in the (insert program name) Masters in Education for Elementary and Secondary Certification Program who have received a baccalaureate degree

3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School

3.4. The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit each Hosting School twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.

3.5. The University shall advise its Student Teachers that they shall be required to follow the University's and its School of Education's policies and procedures in addition to any manuals or handbooks pertaining to the Student Teacher Program. The University shall provide any such policies, procedures, manuals or handbooks relevant to the Student Teacher Program to the City prior to execution of this Agreement.

3.6. The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the Program any student who fails to comply with applicable City rules and regulations. The University understands and acknowledges that the City, in its absolute discretion, has

the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.8. The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as an information and forms to be completed by the Cooperating Teacher, or the City as may be necessary to enable the City to host the Student Teacher.

3.12. Cooperating Teacher Stipend. The University shall pay a Two Hundred and Seventy Five Dollar (\$275.00) stipend directly to the Cooperating Teacher for each session of the Program. If there are two Cooperating Teachers, that amount is split in half and the University shall pay a One Hundred and Thirty Seven Dollar and Fifty Cent (\$137.50) stipend to each Cooperating Teacher.

3.13.Criminal Background Check and DCF Registry Check

3.13.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and

neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.

3.13.2. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student's Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

3.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

3.13.4. If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

3.14. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:

3.14.1. Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

3.14.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality

agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.

3.14.3. Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.

3.14.4. Each Student Teacher shall comply with all applicable rules and regulations of the City.

3.14.5. Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.

3.14.6. Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.

3.15. **The University shall ensure that the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, “University” includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.**

3.15.1. Student Education Records. The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

3.15.2. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Teacher.

- 3.15.3.** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher 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 University or the Student Teacher. 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 University or the Student Teacher 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 University and/or the Student Teacher 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.
- 3.15.4.** The University and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 3.15.5.** 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 University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher 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 University or the Student Teacher, and correct any erroneous information therein.
- 3.15.6.** The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
- 3.15.7.** The University and the Student Teacher 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:
- 3.15.8.** Upon discovery by the University or the Student Teacher of a breach of Student Data, the University 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.

3.15.9. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.

3.15.10. The University, Student Teacher, 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.

3.15.11. The University and the Student Teacher acknowledge 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.

3.15.12. 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.

3.15.13. If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentiality, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Masters of Science in Education Program and who have received a baccalaureate degree and are qualified to act as Student Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host no more than five (5) students per semester.

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

4.3. The City will notify the University's Director of Operations and Student Services Clinical Practice Administrator or his/her designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. Cooperating Teacher and Cooperating Teacher Qualifications. The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. Qualifications. The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.

4.6. The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

5.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation

to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

6. Use of City Property. The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

7. Insurance.

7.1. The University shall offer health insurance to the student to be considered as a potential Student Teacher, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Teacher Program with the City. The Student Teacher shall provide City with proof of health insurance coverage.

7.2. The University or Student Teacher(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or Student Teacher(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

7.3. At no additional cost to the City, the University or Student Teacher(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Student Teacher(s)' obligations under this Contract, whether such obligations are the University's or Student Teacher(s)' or person or entity directly or indirectly employed by said University or Student Teacher(s), or by any person or entity for whose acts said University or Student Teacher(s) or subcontractor may be liable.

7.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

7.5. The following policies with stated limits shall be maintained by the University as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Student Teacher(s):

7.5.1. General Liability Insurance: \$1,000,000.00 per Occurrence, \$2,000,000.00 Aggregate.

The University shall provide coverage to protect the City to the extent of said policy for damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for damages arising out of destruction of property in any one accident or occurrence.

7.5.2 Automobile Liability Insurance: \$1,000,000.00 per Accident, combined single limit (CSL).

The University shall provide coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use of loading and unloading of any owned or non-owned vehicle. Such coverage shall apply only to vehicles owned or operated by the University, and specifically shall not apply to vehicles not owned by the University.

7.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): \$500,000.00 EL Each Accident, \$500,000.00 EL Disease Each Employee; \$500,000.00 EL Disease Policy Limit.

The University shall comply with all State of Connecticut statute as it relates to workers' compensation. The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University for University employees; notwithstanding any other provision of this Agreement, student teachers are not University employees and are not covered by Workers' Compensation Insurance.

7.5.4 Excess General Liability Insurance: \$10,000,00.00 per Occurrence/\$10,000,000.00 Aggregate Limit. The University shall carry and provide comprehensive general liability umbrella insurance coverage.

7.5.5 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City and Student Teacher(s), as it relates to the Student Teaching Program and any related educational services in the course of the Student Teaching Program with the City of Waterbury and its Board of Education.

7.5.6 Sexual Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student Teacher or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

7.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Student Teacher(s) fails to maintain the minimum required coverage as set forth herein.

7.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Student Teacher(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

7.8. Certificates of Insurance: The insurance policies shall be endorsed to add the City and its Board of Education as an additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Teacher(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Teacher(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Board of Education are listed as Additional Insureds on all lines of coverage except for Workers Compensation and Professional Liability and include a Waiver of Subrogation on all lines of coverage except Professional Liability."** The University is responsible for maintaining the required coverage for the duration of this Agreement as stated herein this Section 7.

7.9. No later than thirty (30) calendar days after University or Student Teacher(s)' receipt, the University shall deliver to the City a copy of the University or Student Teacher(s) insurance policies, endorsements, and riders.

8. Indemnification. University and Student Teacher(s) agree to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Student Teachers' obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Teacher(s) or anyone for whom the University is legally responsible.

9. Termination.

9.1. Termination Either Party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other Party.

9.2. Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event

sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

9.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

9.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.

10. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

11. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

12. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: University of Bridgeport
126 Park Avenue
Bridgeport, Connecticut 06604

With a copy to: _____

To the City: City of Waterbury
 c/o Department of Education
 Chief Operating Officer
 236 Grand Street
 Waterbury, CT 06702.

With a copy to: City of Waterbury, Board of Education
 Human Resources
 235 Grand Street, Room 310
 Waterbury, Connecticut 06702

13. This section intentionally left blank.

14. Contract Assignment: No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

15. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

15.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding

or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Prohibition against Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

19. Survival. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

20. Entire Agreement. This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

21. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

21.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement.

22. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

22.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

22.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

22.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the

University or Student Teacher or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

22.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

22.5. Upon a showing that a subcontractor made a kickback to the City, a University or Student Teacher or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

22.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 26.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 26.6 shall not apply to full-time employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

22.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 26.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

22.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 21.1-21.7.

22.9. The University or Student Teacher is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized

Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

22.10. The University or Student Teacher hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

22.11. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

22.12. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

22.13. PROHIBITION AGAINST CONTINGENCY FEES. The University or Student Teacher hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

22.14. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the University or Student Teacher set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all University or Student Teacher records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESS:

UNIVERSITY OF BRIDGEPORT

By: _____
Manul Im, Interim Provost

Date: _____

SCHEDULE A

**WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education (“Education Department”) granting me the privilege of participating in a Student Teaching Program that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Student Teacher Program with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Student Teaching Program or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the University of Bridgeport School of Education in its Masters of Science in Education Program participating in a Student Teaching Program the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 2020.

Student Teacher Signature

Student Teacher Print Name

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 2020

County of New Haven:

On this _____ day of _____, 202_, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

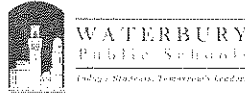
**AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS
AND DEPARTMENT OF CHILD AND FAMILY REGISTRY CHECK**

I, the undersigned, _____, a graduate student in the University's Masters of Science in Education Program at the University of Bridgeport hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

[Printed Name of Student Teacher]

Dated: _____



Date: July 28, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

And

**Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702**

Re: Approval Request of Contract for Student Teaching Opportunities between the City of Waterbury and the University of Connecticut.

Dear Honorable Aldermen and Honorable Commissioners:

The Human Resource/Education Department is requesting Board of Alderman approval conditioned upon/subject to Board of Education approval which is anticipated at the 8/20/20 Board of Education meeting. The term of this Agreement shall commence on August 1, 2020 and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first. There is an option for this Agreement to be renewed for one (1) three (3) year successive term by the mutual written agreement of the Parties.

The Human Resources/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and the University of Connecticut. The City shall host no more than five (5) Student Teachers enrolled in the University's Graduate or Masters in Education Program per each of the University's semesters.

This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a Three Hundred and Fifty Dollar (\$350.00) stipend directly to the Cooperating Teacher(s) for each session of the Program. If there is a co-teacher, the stipend will be split in half between the two co-teachers.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check. The Student Teacher shall provide proof of insurance. In the event that it becomes necessary for the Waterbury public school

STUDENT TEACHER AFFILIATION AGREEMENT
for
Student Teaching Opportunities
between
The City of Waterbury, Connecticut
And
University of Connecticut

THIS STUDENT TEACHER AFFILIATION AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the City of Waterbury (the “City”), with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut and the University of Connecticut (“UConn” or “University”), a constituent unit of the State of Connecticut System of Higher Education having a location in Storrs, Connecticut with its Teacher Graduate School Program located at UConn NEAG School of Education at 249 Glenbrook Road, Unit 6064, Storrs, Connecticut 06269-3064 (jointly referred to as the “Parties” to this Agreement).

WHEREAS, UConn is a State University and maintains a School of Education; and

WHEREAS, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the “Student Teaching Program” of the “Program”) with the City to assist in the training of students enrolled in its School of Education Masters in Education degree program; and

WHEREAS, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City’s school system, and

WHEREAS, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on August 1, 2020, and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein..

1.1. **Option.** This Agreement may be renewed for one (1) three (3) year successive term by the mutual written agreement of the parties.

2. Compensation. Neither the University nor the City shall be responsible to compensate the other party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand neither the City is not responsible to compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any

employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

3.1. The University's School of Education through its designated representative, or his/her designee, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 13 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per each of the University's semesters.

3.1.1. The University shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Graduate program.

3.2. The University shall certify for participation in the Student Teaching Program only those qualified Graduate students enrolled in the (insert program name) Masters in Education for Elementary and Secondary Certification Program who have received a baccalaureate degree.

3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School.

3.4. The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit each Hosting School twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.

3.5. The University shall advise its Student Teachers that they shall be required to follow the University's School of Education Masters in Education Student Teacher Handbook and policies during the Student Teachers' involvement in the Program. A copy

of any applicable Handbook or materials shall be provided to the City prior to commencement of this Agreement.

3.6. The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed. The University shall immediately withdraw from the Program any Student Teacher who is so removed or, upon the City's request, any student who fails to comply with applicable City rules, regulations, and policies.

3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed. The University shall immediately withdraw from the Program any Student Teacher who is so removed or upon the City's request.

3.8. The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as provide any information and forms to be completed by the Cooperating Teacher, or the City as may be necessary to enable the City to host the Student Teacher, including any applicable Student Teacher Handbook, Cooperating Teacher Handbook, or Supervisor Handbook.

3.12. Cooperating Teacher Stipend. The University shall pay a Three Hundred and Fifty Dollar (\$350.00) stipend directly to the Cooperating Teacher(s) for each session of the Program. If there is a co-teacher, the stipend will be split in half between the two co-teachers.

3.13. Criminal Background Check and DCF Registry Check

- 3.13.1.** The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.
- 3.13.2.** The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.
- 3.13.3.** Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.
- 3.13.4.** If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and

comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

3.14. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:

3.14.1. Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

3.14.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.

3.14.3. Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.

3.14.4. Each Student Teacher shall comply with all applicable rules and regulations of the City.

3.14.5. Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.

3.14.6. Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.

3.15. The University shall require the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.

3.15.1. Student Education Records. The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The

University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

3.15.2. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Teacher.

3.15.3. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher 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 University or the Student Teacher. 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 University or the Student Teacher 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 University and/or the Student Teacher 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.

3.15.4. The University and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.15.5. 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 University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher 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 University or the Student Teacher, and correct any erroneous information therein.

- 3.15.6.** The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
- 3.15.7.** The University and the Student Teacher 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:
- 3.15.8.** Upon discovery by the University or the Student Teacher of a breach of Student Data, the University 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.
- 3.15.9.** Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.
- 3.15.10.** The University, Student Teacher, 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.
- 3.15.11.** The University and the Student Teacher acknowledge 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.
- 3.15.12.** 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.
- 3.15.13.** If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentially, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Masters in Education Program and who have received a baccalaureate degree and are qualified to act as Student Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host no more than five (5) students per semester.

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

4.3. The City will notify the University's Director of Operations and Student Services Clinical Practice Administrator or his/her designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. Cooperating Teacher and Cooperating Teacher Qualifications. The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. Qualifications. The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.

4.6. The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. This section intentionally left blank.

6. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the

confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

6.1 Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

- 7. Use of City Property.** The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

8. Insurance.

8.1 The University shall offer health insurance to the student to be considered as a potential Student Teacher, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Teacher program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Teacher for review by the City.

8.2 Student Teachers participating in the Student Teacher Program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious. The University agrees that it shall "save harmless" the City of Waterbury from any damages as a result of the University's or Student Teacher(s) negligence.

9. This section intentionally left blank.

10. Termination.

10.1 Termination. Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

10.2 Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

10.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

10.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.

11. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City the is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

12. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

13. Notice.Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: University of Connecticut
Attn: Dean of NEAG School of Education
249 Glenbrook Road
Storrs, Connecticut 06269-3064

With a copy to: _____

To the City: City of Waterbury
c/o Department of Education
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702.

With a copy to: City of Waterbury, Board of Education
Human Resources
235 Grand Street, Room 310
Waterbury, Connecticut 06702

14. Contract Assignment. No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

15. Claims against the State. The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

16. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

17. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning

products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the City.

18. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

18.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

19. This section intentionally left blank.

20. This section intentionally left blank.

21. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

21.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement.

21. Prohibited Activities. The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

22. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

23. Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

24. Severability. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action,

then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

25. Survival. Any provisions of this agreement that impose continuing obligations on the parties shall survive the expiration or termination of this agreement for any reason.

26. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

[Signature Page follows.]

IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

Signature

By: _____
Neil M. O’Leary, Mayor

Print Name

Date: _____

WITNESS:

UNIVERSITY OF CONNECTICUT

Signature

By: Gladis Kersaint
Signature

Print name

Gladis Kersaint, Dean of the Neag School of Education
Print Name and Title

Date: 8/3/2020

SCHEDULE A
WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT

In consideration of the City of Waterbury Department of Education (“Education Department”) granting me the privilege of participating in Student Teacher Program that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Program with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the University of Connecticut (UConn), NEAG School of Education in its Graduate Program participating in a Student Teacher Program in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

[Signature page follows]

Dated at Waterbury, Connecticut this ____ day of ____, 202__.

WITNESSES:

Print Name:

Print name:

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 202__

County of New Haven:

On this _____ day of _____, 202__, before me the undersigned officer,
personally appeared _____, known to me or satisfactorily proven to be the
person whose name is subscribed herein and acknowledged that he/she executed the foregoing
document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE B

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in UConn's Masters in Education Program at the NEAG School of Education, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

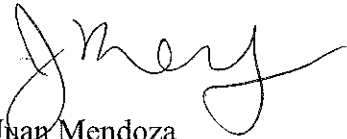
[Printed Name of Student Teacher]

Dated: _____

system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract and the Vendor's Certificate of Insurance. Lastly, please be advised that the Human Resources/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'J. Mendoza', with a stylized flourish at the end.

Juan Mendoza
Interim Director of Human Resources
236 Grand St., Room 309
(203) 574-8109

Attachment

cc: Attorney *Dawn Desantis*
File: CRT20-158

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Student Teaching Opportunities between the City of Waterbury and the University of Connecticut

Department: Human Resources/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

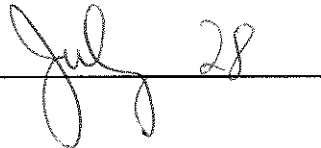
I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: _____



Juan Mendoza
Interim Director of Human Resources

Date _____



Memorandum

To: Board of Aldermen

From: Attorney Tara L. Shaw

Date: August 3, 2020

Re: **Board of Aldermen Approval Request / Executive Summary** – MOU with Relay Graduate School re Program for Alternate Route to Teaching Certification.

The Department of Education respectfully requests your approval of the above-referenced contract in the amount of \$1,000 of tuition assistance per candidate for a total amount of up to \$5,000 for the 2020-21 school year.

This MOU continues a program first introduced in Waterbury during the 2015-16 school year with Relay Graduate School to provide an alternate route to certification for persons seeking to become teachers in the Waterbury Public Schools (“WPS”).

- This MOU and attendant document provides for existing employees such as paraprofessionals and substitute teachers to attain teaching certification through a non-traditional route.
- Candidates will fulfill teaching obligations through a year-long assignment in Waterbury, employed as a substitute teacher on Mondays-Thursdays, and will attend class through Relay on Fridays.
- Candidates will be matched with a mentor teacher in Waterbury who will observe the candidate and serve as a teaching mentor/resource. Relay will pay a stipend directly to the selected mentor teachers.
- Through the MOU and attendant document, Waterbury will contribute \$1,000 per candidate towards his/her Relay tuition costs and provide a substitute for classroom coverage each Friday when the candidate attends class.
- Upon program completion, candidate agrees to accept a teaching position in Waterbury if WPS makes candidate an offer of employment.

Accordingly, attached for your review and consideration are 10 copies of the proposed MOU, subject to approval from Corporation Counsel.

In addition, one (1) complete set of documents, including the MOU and other City required forms/documents, have been placed on file with the City Clerk’s Office.

Thank you.

cc: Board of Education

Memorandum of Understanding
Relay Graduate School of Education and Waterbury Public Schools
Alternate Route to Certification Program
Class of 2021

MEMORANDUM OF UNDERSTANDING OVERVIEW

This Memorandum of Understanding (“**MOU**”) is entered into by and between the following entities: Waterbury Public Schools (“**Partner**”) and Relay Graduate School of Education (“**Relay**”) (each a “**Party**” and collectively the “**Parties**”).

Partner and Relay propose to work together on the following educational program:

Alternate Route to Certification Program: Whereby Relay enrolls, engages and supports new-to-the-profession teachers in its program with key support provided by Partner during the operation of the program. Candidates who successfully complete this program are eligible for state certification at the conclusion of the program and meeting all state certification requirements.

This MOU outlines the scope of work and delineates the minimum roles and responsibilities of each party.

This MOU shall become effective on _____ (“**Effective Date**”) and shall continue through 7/1/2020 (the “**Initial Term**”) for all candidates enrolled in Class of 2021 (“**CO2021**”). Relay and Partner will renegotiate the terms for each incoming cohort thereafter. In cases where candidates are enrolled in Relay beyond the Initial Term, the conditions of this MOU will apply for candidates until their completion of the program.

PARTNERSHIP OVERVIEW

Recruitment and Hiring

Partner will use its best efforts to provide 1-3 prospective candidates for enrollment in the Relay’s Class of 2021 Alternate Route to Certification program by May 1, 2021. Prospective candidates will be employed as non-teaching certified employees at Partner’s schools. Prospective candidates provided by Partner will meet the admissions requirements outlined below. Partner will support Relay’s planning for future cohorts by providing accurate projections of prospective candidates by fall of 2020 and by fall of each subsequent school year (e.g., fall 2021 for candidates to begin in the summer of 2022).

Admission to the Program

Prospective candidates must meet the minimum requirements for admission to Relay. Partner will screen for candidates' admissions eligibility during the recruitment process with support from Relay as agreed upon by Relay and Partner. Relay reserves the right to deny admission to all prospective candidates who do not meet the admissions standards below and any admissions requirements added after the Effective Date of this MOU. Once prospective candidates demonstrate employment with Partner and have successfully completed the Relay admissions process, Relay will officially accept them into the program. Candidates must meet the following admissions requirements:

- Secure an employment at a partner school that serves students in the grade and subject that matches their intended Relay program of study for SY20-21;
- Have a cumulative undergraduate grade point average of 2.75 or higher on a 4.0 scale (although applicants with an undergraduate GPA lower than 2.57 but at least 2.5 may be considered for admission by submitting an additional letter of recommendation that explains their qualifications for admission to Relay). Applicants with an undergraduate GPA of at least 2.5 but less than 2.75 may be admitted as a non-matriculated student. (NOTE: Applicants who earned an undergraduate GPA of at least 2.5 AND provide an official transcript demonstrating they earned a graduate degree with a GPA of at least 3.0, may be considered for matriculated status.) Relay cannot consider applicants with an undergraduate GPA of less than 2.5 on a 4.0 scale for admission of any kind; and
- Submit all transcripts, including an official degree-conferred undergraduate transcript that shows proof of a baccalaureate degree from a regionally accredited institution of higher education.

All prospective candidates must complete the Relay online admissions application, which includes an essay, resume, recommendations, and state-specific requirements (e.g. certification exams if required). Relay will support prospective candidates in completing this application by providing clear instructions and deadlines.

Non-Matriculated Students

As noted above, applicants who do not meet Relay's undergraduate GPA minimum are not eligible to be a matriculated student at Relay. They may instead be eligible for non-matriculated status. When a student has non-matriculated status, there are significant academic, financial, and certification implications. Most notably, students with non-matriculated status are not working towards a degree, not eligible for certification, not eligible for federal financial aid, and not eligible for in-school deferment. Before they can matriculate, non-matric students must end the fall or spring term in good academic standing.

For more information on non-matriculated status as well as the requirements and timeline for potential matriculation, please see Appendix A.

Certification Requirements

Relay's academic programs are designed to meet the educational requirements for teacher certification in Connecticut. Candidates enrolled in Relay are expected to complete requirements to earn their state teaching credential. Relay will be responsible for communicating all certification requirements to candidates, providing all required coursework and support, supervising clinical experience, maintaining all certification paperwork, and recommending eligible candidates for state certification. Candidates should be eligible for Temporary Certificate after successful completion of Relay, submission and passing edTPA, as well as Praxis II (and Foundations of Reading for Elementary Candidates only) and eligible for the Initial Educator Certificate after meeting all other state requirements for licensure (e.g. background check). candidates will be responsible for completing their certification requirements by state and/or Relay deadlines. For more information on certification, please see Relay CAMPUS's certification policy in Appendix B.

Certification Areas

For CO2021, Relay's programs are designed to meet educational requirements for certification in the following endorsement areas:

1. Elementary Education
2. Secondary English
3. Secondary Math
4. Secondary General Science
5. Secondary Biology
6. Secondary Chemistry
7. Secondary Physics

Salary and Benefits

Partner will be solely responsible for compensating candidates with an appropriate salary and benefits package (including health care) that is commensurate with their experience.

Tuition and Fees

Billing for tuition contributions

Partner and/or candidates will be billed for all tuition and fees related to enrollment in the program. Should Partner wish to be billed directly for some or all tuition, Partner and Relay will sign a separate "Third Party Billing Contract."

Tuition and out-of-pocket costs

The anticipated, discounted out-of-pocket cost per year for candidates is \$6,000. Below is an explanation of Relay's tuition structure and provisions and conditions that must be met for candidates to be eligible to receive discounted tuition.

The full cost of tuition and fees for the program is \$17,500/year. Relay will offer institutional aid to all candidates and will reduce the base tuition price to no more than \$6,000/year.

Tuition and fees after aid

<i>Tuition and Fees</i>	<i>Institutional Aid</i>	<i>Out-of-pocket cost</i>
\$17,500	\$11,500	\$6,000

The tuition amounts described are not inclusive of fees related to state certification including exams and application fees. Candidates will be responsible for all certification-related costs, including testing fees.

Financing options

Payment plans are available for all candidates.

Special circumstances and tuition responsibilities

Some candidates employed by Partner may have access to Segal AmeriCorps Awards through participation in a previous AmeriCorps program (e.g. City Year). A portion of tuition charged each term will be deferred to the end of the academic year so that candidates may apply the Segal AmeriCorps Education Award to their tuition after successful completion of the year. Should candidates not receive their education Segal Award for any reason or choose not to use those funds to pay the deferred balance, they will be responsible for paying the balance out of pocket. Should candidates leave the Alternate Route to Certification program for any reason (including dismissal for failing to make satisfactory academic progress) after October 1, 2020, they will be responsible for paying all deferred tuition which was intended to be covered by the Segal AmeriCorps Education Award. This amount will become payable immediately upon exit.

Candidates who fail to pay tuition bills risk removal from the program.

Partner (when applicable) and candidates will be responsible for all certification-related costs, including testing fees.

Resident Advisor Selection and Training

Partner will recruit and select teachers to serve as Resident Advisors (“**RAs**”) in collaboration with Relay faculty. RA’s must hold at least an Initial, Provisional or Professional Educators Certificate in the certification area the Resident is seeking, have a history of strong student achievement results and must be recognized by the school and/or district as a model for professionalism in the adult community. Resident Advisors must attend Relay-facilitated online training as well as stay in communication with Relay faculty advisors throughout the year.

Resident advisors will be matched with a Resident, in their own certification area. Relay will provide RAs with access to relevant Relay coursework, Relay’s online video library of relevant teaching practices, and Relay’s digital library. If Relay determines at any point that the RA is unsuitable to support and mentor Residents, Relay reserves the right to request that Partner removes the RA from their role.

District and Resident Advisor Responsibilities

The District will assign Residents to a role that allows frequent work with students, and set a predictable, full, and instruction-heavy daily schedule. Each Resident will have a defined Practice Classroom, which will be the equivalent to 3 hours a week total (example: 45 min./ 4 days a week) in the content where they are seeking certification. This Practice Classroom will be the primary class being observed, and the class where they will practice and execute their teacher training. Relay highly recommends that the Resident not carry a full teaching load during the first year of the program, and be provided the opportunities to follow a gradual on-ramp to lead teaching opportunities. RAs will communicate Residents’ progress to the Relay Faculty minimum of three times throughout the year, corresponding to the Gateway Assessments (“**Gateways**”).

RESIDENT ADVISOR COMPENSATION- Relay will provide \$300 in compensation directly to the Resident Advisor upon successful completion of the Resident Advisor responsibilities.

Partner Commitments to Relay Alternate Route to Certification Program

Partner commitments to the Relay Teaching Residency include:

- Partner hires Residents into positions in their schools.

- Partner provides Residents with a Resident Advisor who has the time and expertise required to mentor an aspiring teacher.
- Partner provides a minimum of 6.5 weekly hours of release time for the following weekly commitment:
 - at minimum 3 hours a week for Resident to practice teaching in the practice classroom led by the RA.
- 3.5 hours of release time to attend Relay deliberate practice class
- Partner requires Residents to remain enrolled at Relay for the duration of the program.
- Partner adheres to Residents' gradual on-ramp to full-time teaching responsibilities.
- Partner ensures that Residents remain in a Residency role during the school year and do not become the full-time teacher of record. **In addition to programmatic issues, such a change could cause Residents to lose their eligibility to earn an AmeriCorps Segal Education Award.**
- Partner requires Residents to attend Relay's pre-service, Summer 1 class sessions the summer before their Residency year.
- Partner requires Residents to attend all Relay classes and Deliberate Practice sessions.
 - Deliberate Practice sessions are held for three hours per week during the school day. Relay will make its best effort to schedule Deliberate Practice at a time preferred by partners, but cannot guarantee partners' first choice scheduling preferences.
- Partner requires Residents to attend Relay's Summer 2 class sessions during June 2021.
- Partner emails Relay notification of any change in Residents' employment within Partner schools.

Summer Commitments:

Residents will participate in two summer term (Summer 1 and Summer 2) intensives as a part of the Relay program. For the 2020-21 school year, all Residents will be required to attend one of the following Summer 1 options:

Summer 1 sessions (Mon to Fri, 9am to 4pm):

- Option 1: July 13-17, 2020
- Option 2: August 17-21, 2020

All Relay students enrolled in the 2020-21 school year will also be required to attend Summer 2 the following year: Summer 2 session (Mon to Fri, 9am to 4pm): June 21-25, 2021

Residents must be able to attend Summer 1 and 2 training to be eligible for licensure. Relay will work with the District onboarding team to align dates with the District and campus-specific training, to the greatest extent possible.

Deliberate Practice Class

Attendance at Deliberate Practice classes are mandatory for all Residents. Deliberate Practice sessions for students in the Fairfield and Hartford areas will be held approximately every week during school hours on Fridays from 1:00 P.M– 4:00 P.M (Note: a 9:00 A.M. – 12:00 A.M option may be available depending on enrollment size) starting September 2020 and ending June, 2021.

Deliberate Practice class for students in the New Haven area will be held approximately every week during school hours on Wednesdays from 1:00 PM – 4:00PM starting September 2020 and ending June, 2021.

Deliberate Practice class will be held at a location to be determined within each county. The Partner will release the Resident from school based responsibilities during this time. Relay will provide a calendar of Deliberate Practice class no later than July 1, 2020.

Program Coursework

Residents will complete program coursework and will attend weekly class sessions. Residents will make satisfactory progress across all Relay assessments and observations. Failing to make satisfactory academic progress for two consecutive terms may trigger a performance review and possible exit from the program.

Assessments and Gateways

Since Relay is a performance and proficiency-based program, there are multiple performance assessments throughout the year to determine whether the Residents are making adequate progress towards becoming lead teachers. Assessments include videos, observations, lesson plans, reflections, data trackers, and data driven action plans. Assessments vary by content and are scored based on customized performance rubrics.

Gateways serve as checkpoints to both identify and communicate whether Residents are on track to becoming lead teachers of record. As such, proficiency levels determine Residents' ability to move to the next level of the program. Residents are evaluated by the Relay faculty and their school based Resident Advisors on Gateway rubrics, with the Relay faculty determining the final score for Residents. There are three possible responses to the Gateways:

- If the Residents are proficient, then they will move ahead.

- If the Residents do not meet proficiency, then they will be put on a performance improvement plan and receive extra remediation and be assessed again.
- Should Residents fail a Gateway multiple times, therefore failing to demonstrate readiness to take on further instructional responsibilities and move on with their cohort, they may be dismissed from the Relay Residency Program.

Relay may dismiss Residents based on Gateway performance; it is up to the school whether the Resident remains employed after a Gateway dismissal.

Partnership Communication

The Director of Operations will be the point-person for all communication with Partner. Relay will provide regular updates regarding candidate's progress, upcoming coursework, and other relevant data.

Videotaping in the Classroom

To support candidates in submitting video assessments, Partner will permit candidates to videotape in their PK-12 classroom throughout their enrollment in the program. All candidates will be required to obtain and submit to Relay a School Authorization form (Appendix D), which requires them to obtain their school leader's permission to videotape in their classroom. Partner will assist candidates in obtaining all required media releases.

Data and Reporting

Partner will allow candidates to submit PK-12 student test data to Relay for PK-12 students taught by candidates, and will comply with all provisions of the Family Educational Rights and Privacy Act (FERPA) when sharing the information. Partner agrees to share employment information about Relay teachers and PK-12 student data with Relay annually, including state test scores, while candidates are still employed at Partner, including after they graduate from Relay. Partner may also be asked to share additional PK-12 assessment or attendance data while candidates are still employed at Partner, including after they graduate from Relay, and Partner will make best efforts to satisfy these requests. The "Data and Reporting" section survives termination of this MOU.

Relay agrees that all PK-12 student data collected will be stripped of identifying information, such as student names or social security numbers, as consistent with applicable state and federal laws and will not be shared externally except in aggregate. Relay will be responsible for reporting data to AmeriCorps and other funders as applicable. Relay's use of the data will be consistent with FERPA.

Partner and Relay will abide by the terms outlined in the Data Use Agreement (DUA) (Appendix C).

Intellectual Property

Partner understands and acknowledges that Relay creates its own intellectual property (“IP”)—including but not limited to curricula, instructional materials, multimedia, technologies, software, videos, trademarks, trade names, and logos—and licenses others’ IP in order to deliver its educational programs. Partner agrees that Relay (and/or its licensors) retain all right, title, and interest in and to the IP that Relay provides to Partner and its candidates. Relay makes this IP available to Partner’s candidates through a limited, revocable, non-exclusive, non-transferable, and non-sub licensable license solely for candidates’ personal, noncommercial, educational use while enrolled in Relay’s programs. Partner agrees that neither it nor its candidates shall distribute, make derivative works from, or otherwise make available Relay’s or its licensors’ IP for any other purpose. Partner understands and acknowledges that Relay may revoke this limited license at Relay’s sole discretion. Other than as expressly set forth here, no license or other rights in Relay’s or its licensors’ IP are granted to Partner or its candidates, and all such rights are hereby expressly reserved.

OVERVIEW OF REQUESTS FROM RELAY

A summary of requests to the Partner/Partner’s enrolled candidates from Relay is provided below so that Partner may see the timing of each of the requests enumerated herein as well as those that will be asked of their employed candidates for the first year of this MOU.

A summary of requests to the Partner/Partner’s enrolled candidates from Relay is provided below so that Partner may see the timing of each of the requests enumerated herein as well as those that will be asked of their employed candidates.

Month	Request	Action by Partner	Action by candidates
August 2020	1. Submit data about enrolled Relay students and other teachers in the school/network/district to Relay’s Research team (Partner) 2. Returned signed Third Party Billing Contract with roster if applicable (Partner)	x	x
September 2020	1. Obtain signed School Authorization form (Appendix E) from each building-level leader for each candidate in a given school (candidates)	x	x

	2. Pay Relay Summer I and Fall tuition (Partner/candidates)		
October 2020	--		
November 2020	--		
December 2020	--		
January 2021	1. Provide candidate numbers to Relay for SY2021-2022	x	
February 2021	1. Pay Relay Spring tuition	x	x
March 2021	--		
April 2021	--		
May 2021	1. Complete candidate hiring for SY2021-2022	x	
June 2021	--		
July 2021	1. Pay Relay Year 2 summer term tuition 2. Sign Year 1 AmeriCorps Segal Education award over to Relay to cover deferred tuition in Year 1 (candidates) if applicable	x	x

Miscellaneous Provisions

Modifications and Waivers

No provision of this MOU shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Relay. No failure by Relay to insist upon the strict performance of any term, covenant, agreement or provision of this MOU or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Relay of Services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision. No term, covenant, agreement or provision of this MOU and no breach thereof shall be waived, altered or modified except by a written instrument executed by the parties. No waiver of any breach shall affect this MOU, but each and every term, covenant, agreement and provision of this MOU shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Entire Agreement

No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this MOU have been made or entered into by either Party with respect to the subject matter of this MOU. This MOU contains the entire understanding of the Parties with respect to the subject matter hereof.

Confidentiality

The Parties acknowledge that, during the term of this MOU, they will disclose certain Confidential Information to each other. For purposes of this provision, Confidential Information shall include but not be limited to personal and educational information about the students attending Partner schools as well as the students of Relay, and proprietary information about Relay operations and business plans not readily available to the public. Confidential Information shall include information covered by other provisions of this MOU and information protected by federal, state and local law, including FERPA. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the obligations under this MOU. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.

Indemnity

To the extent permitted by law, the Parties agree to indemnify, defend and hold harmless each other, and their respective successors, assigns, trustees, directors, officers, employees, agents and students from and against all actions, causes of action, claim, losses, and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of services under this MOU, except as to those acts, errors and omissions that are due to the sole negligence of the party to be indemnified.

Severability

If any term or provision of this MOU is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part shall be stricken from this MOU, and such provision shall not affect the legality, enforceability or validity of the remainder of this MOU. If any provision or part thereof of this MOU is stricken in accordance with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as legally possible. Should any provision of the MOU require interpretation or construction, it is agreed by the parties that the MOU shall be interpreted and construed as having been drafted jointly, and that the tribunal or entity so interpreting or construing the MOU shall not apply any presumption by reason of the doctrine of construction that a document is to be construed more strictly against the party which prepared the document.

Non-Assignment

Neither this MOU nor any of the rights, interests or obligations under this MOU shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.

Construction

The headings of sections contained in this MOU are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this MOU.

Governing Law and Venue

This MOU shall be construed and enforced in accordance with the substantive laws of the State of New York applicable to agreements made and wholly to be performed in the State of New York without recourse to any principles of choice of laws; and the federal and state courts located in New York County shall have sole and exclusive jurisdiction to construe and enforce the MOU.

Compliance with the Law

Partner and Relay shall comply with the applicable federal, state and local laws and regulations governing the respective Parties, including without limitation, FERPA, civil rights and non-discrimination, and mandatory reporting of child abuse. In the event that either Party learns of a potential or actual lack of meaningful compliance, the Party shall give notice to the other Party promptly and work to achieve compliance.

Dispute Resolution

Any dispute or controversy between the Partner and Relay arising out of or in connection with this MOU can be resolved through binding arbitration by the agreement of the Parties instead of litigation. The Parties will commence the arbitration through the general Arbitration Rules of the American Arbitration Association then in effect (the "Rules") in New York County or, at the agreement of the Parties a similar dispute resolution company. The Parties shall share the cost of arbitration and each Party shall be responsible for their respective lawyers' fees and costs. Notwithstanding the foregoing sentence, the Parties mutually agree that they shall, before commencing any arbitration or litigation, disclose the facts and matters relevant to the subject matter of such dispute, claim or controversy to the other Party and endeavor in good faith to discuss the matter and seek a mutual resolution among the Parties so as to avoid an adversarial proceeding. Each Party shall identify a person who is to be notified in the event of a dispute and who shall be responsible for seeking to comply with the intent of this provision.

Termination

Relay and Partner shall have the right to terminate this MOU with or without cause upon thirty (30) days prior written notice to the other party. Upon such notice of termination, any payments owed by one Party to the other party for all work performed, and not subject to dispute, to the date of the notice of termination shall be paid in accordance with the MOU terms, and payment will be made for work performed after the notice date until the relationship is completely concluded, but neither party shall be entitled to any additional payments whether on account of lost profit or otherwise.

Upon notice of termination, to the extent feasible the Partner shall provide all reasonable co-operation to Relay in arranging for a transition of services to a replacement Partner so that the candidates can remain in their Residency Program.

Notices

Any notice, demand, or other communication required or permitted to be given under this MOU shall be in writing and shall be delivered to the address of such Party as set forth below:

Any notice, demand, or other communication required or permitted to be given under this MOU shall be in writing and shall be delivered to the appropriate representative of each Party.

By signing this form, the Partner and Relay agree to the above terms.

Relay Graduate School of Education	Waterbury Public Schools
Signature	Signature
Pamela Inbasekaran Print Name	Print Name
Relay GSE Executive Vice President Title	Title
Date	Date

APPENDIX A:

NON-MATRICULATED STUDENT POLICY

Policy & FAQ: Undergraduate GPA Non-Matriculated Status at Relay

Admissions 2019 and 2020 (for students applying to a 2019-20 or 2020-21 Relay MAT and/or Teacher Certification program)

Policy Headlines

1. Applicants who do not meet Relay's undergraduate GPA minimum are not eligible to be a matriculated student at Relay. They may instead be eligible for non-matriculated (i.e., non-matric) status.
2. When a student is non-matric, there are significant academic, financial, and certification implications (outlined below). Most notably, non-matric are not working towards a degree, not eligible for certification, not eligible for federal financial aid, and not eligible for in-school deferment.
3. Before they can matriculate, non-matric students must end the fall or spring term in good academic standing.
4. Given those implications, applicants should very carefully consider whether or not the non-matric option is right for them. It is strongly recommended that applicants consult the schools where they will be teaching and/or their sponsoring organization about this decision.

Policy FAQ

Question	Answer
1. Who does the non-matric (GPA) policy apply to?	<ul style="list-style-type: none"> ● Applicants whose undergraduate GPA is below a 2.75 are not eligible to matriculate at Relay. * ● Applicants whose undergraduate GPA is at least a 2.5, but below a 2.75, may be eligible for non-matric status. ● Applicants who earned an undergraduate GPA of at least 2.5 AND provide an official transcript demonstrating they earned a graduate degree with a GPA of at least 3.0, may be considered for matriculated status.
2. What are the implications of being a non-matric?	<i>Below are the academic, certification, and financial implications of being non-matric at Relay. Read the next section for how those implications change should a student matriculate.</i>

	<p>Academic Implications</p> <ul style="list-style-type: none"> ● A student takes coursework (e.g., attends class and completes online coursework and assignments). ● A student is not working towards a degree (for those joining a degree track). ● A student earns credit for courses they are enrolled in upon receiving a passing grade. <p>Certification Implications (for those joining a program leading to certification)</p> <ul style="list-style-type: none"> ● A student is not eligible to be recommended for certification and cannot obtain certification. <p>Financial Implications</p> <ul style="list-style-type: none"> ● A student is not eligible for federal financial aid (i.e., Title IV federal loans and TEACH grants). ● A student is not eligible to receive in-school deferment for pre-existing student loans. ● A student must be prepared to pay tuition and fees out of pocket, as well as make payments on any pre-existing student loans. ● A student will not receive a 1098-T.
3. What happens after a non-matric student matriculates?	<ul style="list-style-type: none"> ● A student is now working towards a degree (for those joining a degree track). ● A student may be eligible for certification upon satisfying state and Relay requirements (for those joining a program leading to certification). ● A student becomes eligible to apply for Title IV federal financial aid (for those in a Relay program and campus eligible for financial aid). ● A student continues to earn credit for coursework upon receiving a passing grade.
4. How does a non-matric (GPA) student matriculate?	<ul style="list-style-type: none"> ● Finish the first fall or spring term in good academic standing (as defined in Relay's Program Guide), according to their Dean's Office end of term progress report.
5. When can a non-matric (GPA) student matriculate?	<ul style="list-style-type: none"> ● Students must end the academic term in good academic standing to matriculate. ● Students have the opportunity to matriculate on two separate occasions during their first year at Relay. ● The first opportunity is at the end of the first fall term (Date TBA).

	<ul style="list-style-type: none"> a. If students do not meet the end of fall academic matriculation standards, students may continue to the spring term as non-matric. However, if students' end-of-term academic performance is at or below the bar for dismissal, students will be dismissed. They will have earned credit for coursework for which they received a passing grade. ● The second opportunity is at the end of the spring term (Date TBA). <ul style="list-style-type: none"> a. If students do not meet the end of spring academic matriculation standards, students will be dismissed from Relay. Students will have earned credit for coursework for which they received a passing grade. ● Students do not have the opportunity to matriculate between terms.
6. How does an applicant apply to be a non-matric (GPA)?	<ul style="list-style-type: none"> ● Complete the same admissions application and process as matriculated students here. ● Ensure the official transcript demonstrating proof of a bachelor's degree reflects at least a 2.5 undergraduate GPA and submit that with the online application. ● Upload a second recommendation on the online application by the application deadline. ● Make a plan in collaboration with the applicant's PK-12 school of employment. ● Sign and date the bottom of this document and upload it onto the admissions portal.
7. Are applicants whose undergraduate GPA is below a 2.5 eligible to be a non-matric (GPA)?	<ul style="list-style-type: none"> ● Unfortunately, applicants whose undergraduate GPA is below a 2.5 are ineligible for enrollment in a Relay MAT or teacher certification track.
8. How does the non-matric policy interact with Relay's leave of absence policy?	<ul style="list-style-type: none"> ● Individuals with non-matric status may not take a leave of absence after the 0% billing refund date of their spring term. In order to be readmitted as a non-matric for a future term, students who met satisfactory academic progress at least once prior to being withdrawn will need to complete their certification requirements, resolve all outstanding financial balances, and receive approval from the Dean's Office after sharing their compelling reason for their readmissions.

APPENDIX B: CAMPUS CERTIFICATION POLICY

It is the expectation of the Relay Connecticut Alternate Route to Certification program that all students will pass their licensure exams (Praxis II for Secondary candidates and Praxis II and Foundations of Reading for Elementary candidates) on or before June 30, 2021. It is our expectation that all students will have completed and passed edTPA on or before Fall 2020. Failure to pass licensure exams and complete edTPA by the aforementioned dates may result in a delay of the Resident obtaining their certification and securing employment as a certified teacher. Students are not considered program completers until they have passed Praxis II, and edTPA requirements.

APPENDIX C

DATA USE AGREEMENT

This Data Use Agreement (the “**Agreement**”) is made and entered into as of the Effective Date of the parent MOU between Relay and Partner (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, the Parties share the interest of better preparing educators to lead their students to remarkably positive academic and life outcomes;

WHEREAS, the Family Educational Rights and Privacy Act (“**FERPA**”) (20 USC § 1232g; 34 CFR Part 99) makes confidential personally identifiable student information in education records and, subject to certain exceptions, prohibits the disclosure of such information to third parties;

WHEREAS, Relay has a need to study the effectiveness of its programs in order to improve its instruction, as referenced in 34 CFR § 99.31(a)(6)(i)(C);

WHEREAS, the Partner may also benefit from instructional improvements resulting from Relay’s aforementioned studies; and

WHEREAS, 34 CFR § 99.31(b)(1) enables the Partner to share certain information with Relay to support Relay’s instructional-improvement-related studies;

NOW, THEREFORE, the Parties agree as follows:

1. **Statement of Purpose.**

- a. **Research Rationale.** As part of the Partner’s ongoing efforts to improve its quality of instruction and raise student achievement, the Partner will engage, enroll, and support some of its employed teachers as students in Relay’s training and educational programs. In order to assess the effectiveness and impact of Relay’s programs on the quality of instruction of Partner’s teachers and the achievement of Partner’s students, Partner will provide Relay with access to certain Partner Data as described in this Agreement.
- b. **Research Questions.** The Partner Data will be used by Relay to determine whether teachers’ participation in Relay’s programs enhances teachers’ quality of instruction and student achievement (the “**Research**”). These insights will assist the Partner in evaluating its efforts to increase instructional efficacy among its teachers and academic achievement among its students.

2. **Term and Termination.**

All applicable terms and conditions in the accompanying MOU are incorporated into this agreement.

- a. **Term.** This Agreement takes effect upon the Effective Date of the parent MOU executed between the Parties and shall remain in effect until three years (36 months) from the date of this agreement, or until terminated by either Party, whichever occurs first (the “**Term**”). At least sixty (60) days prior to the expiration of the Term, the Parties shall work together in good faith to re-evaluate this Agreement to consider renewal and/or renegotiation of the terms as appropriate.
 - b. **Termination for Convenience.** Either Party may terminate this Agreement for any reason or for no reason by providing thirty (30) days written notice to the other Party.
3. **Data Disclosure.** To support Relay’s Research, the Partner agrees to share with Relay certain data files and fields (the Partner Data, as defined below). To facilitate the Partner’s preparation of the Partner Data, Relay shall provide the Partner with certain data to identify Relay-trained educators (the Relay Data, as defined below).
 - a. **Scope of Relay Data Sharing.** Relay agrees to share with Partner the following data to identify Relay-trained educators employed by the Partner (the “**Relay Data**”):
 - i. Name;
 - ii. Date of birth; and
 - iii. School where last employed.
 - b. **Timing of Relay Data Sharing.** Relay agrees to provide the Relay Data to Partner between July 1st and December 1st of each calendar year that this Agreement is in effect.
 - c. **Scope of Partner Data Sharing.** The Partner agrees to share with Relay the following data files and fields (the “**Partner Data**”) for the current academic year as well as the prior two academic years (i.e., 2017-2018 and 2018-2019, as available). Partner agrees to provide Relay with the following Partner Data for *all* teachers in the schools where Relay-trained educators are employed (i.e., not only for Relay-trained educators in the schools where they work, but *also* for non-Relay-trained educator peers working in the same schools).
 - i. Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, and tenure status;

- ii. Teacher demographic information (e.g., gender, race/ethnicity);
 - iii. Individual student achievement test results with linkage to teachers (provided at the student level and de-identified to ensure that no personally identifiable data about P-12 students are included); and
 - iv. Individual student records detailing demographics (e.g., gender, race/ethnicity), school attendance, and school disciplinary offenses.
- d. **Timing of Partner Data Sharing.** Partner agrees to provide the Partner Data to Relay within one month of when Relay submits request for each calendar year that this Agreement is in effect, whichever occurs first.
- e. **De-Identification of Partner Data.** In order to minimize the amount of personally identifiable information (“PII”) transported outside of Partner’s systems, Partner will, or will work with Relay to, remove PII elements for non-Relay-trained teachers and for P-12 students before the Partner Data are transferred to Relay.

4. **Confidentiality.**

- a. **Compliance with Relevant Laws.** This Agreement is entered into by Relay and the Partner in accordance with the provisions of FERPA, its implementing regulations, and any applicable state laws (the “Relevant Laws”). In particular, the Parties acknowledge that all Partner Data and Relay Data that include PII contained in or derived from education records and/or teacher evaluations are deemed confidential pursuant to Relevant Laws.
- b. **Confidentiality of Partner Data.** Relay agrees that it shall not disclose the Partner Data to any third party:
- i. Without the Partner’s prior, written permission; and
 - ii. In a manner that violates the terms of Relevant Laws.
 - iii. Notwithstanding these confidentiality obligations, Partner acknowledges that Relay outsources to contractors (“Research Contractors”) some of its Research functions as permitted by 34 CFR § 99.31(a)(1)(i)(B), that Relay’s Research Contractors are bound by similar confidentiality obligations (as per Section 5.3) and by FERPA, and that Relay may disclose Partner Data to its Research Contractors in order to produce the Research.
- c. **Confidentiality of Relay Data.** Partner agrees that it shall not disclose the Relay Data to any third party:
- i. Without Relay’s prior, written permission; and

- ii. In a manner that violates the terms of Relevant Laws.
- d. **Survival of Confidentiality Obligations.** The terms of this Section 4 shall survive any expiration or termination of this Agreement.
- 5. **Restrictions on Use.**
 - a. **Use of Partner Data Solely to Support Research.** Relay agrees to collect and use any Partner Data disclosed by the Partner solely for the purposes of the Research pursuant to this Agreement. Relay understands that this Agreement does not convey any ownership rights of the Partner Data to Relay.
 - b. **Use of Relay Data Solely to Support Research.** Partner agrees to collect and use any Relay Data disclosed by Relay solely for the purposes of the Research pursuant to this Agreement. Partner understands that this Agreement does not convey any ownership rights of the Relay Data to the Partner.
 - c. **Limited Access.** Each Party shall limit access to the other Party's confidential information to individuals working on the Research with legitimate interests in the information and on a need-to-know basis.
 - d. **Survival of Restrictions on Use.** The terms of this Section 5 shall survive any expiration or termination of this Agreement.
- 6. **Reports.**
 - a. **Review Period.** In order to protect the confidentiality of the Partner Data per Section 4, Relay agrees to provide to Partner any proposed publications or presentations which are to make public any findings, data, or results of the Research under this Agreement for Partner's review and comment at least fourteen (14) calendar days prior to submission of a manuscript or abstract for publication or the date of the presentation, provided that such review shall be limited to the identification of confidential information contained in the publication. If Relay does not receive a written response from Partner after fourteen (14) calendar days regarding Relay's advisory under this Section 6(a), then Relay shall have the right to publish. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by Partner.
 - b. **Ownership.** Relay shall own the copyright in any works it originally authors under this Agreement.
- 7. **Liaison Officials.** Relay's and the Partner's liaisons for the implementation of this Agreement are as follows. For the avoidance of doubt, this Agreement may not be modified or altered by the following liaisons—rather, this Agreement may only be

modified or altered by the signatories at the bottom of this Agreement or by other duly authorized representatives of the Partner and Relay.

Relay	Partner
Anne-Marie Hoxie Chief Research Officer Relay Graduate School of Education 25 Broadway, 3rd floor New York, NY 10011 ahoxie@relay.edu 212-228-1888	

8. **General.**

- a. **Entire Agreement.** This Agreement expresses the entire agreement of the Parties and shall not be modified or altered except in writing executed by duly authorized representatives of the Partner and Relay, and in a manner consistent with Relevant Laws.
- b. **Independent Parties.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.
- c. **Headings.** The headings preceding the various sections and paragraphs of this Agreement are intended solely for the convenience of the Parties and shall not be deemed relevant in the construction of this Agreement or its terms.

APPENDIX D: SCHOOL AUTHORIZATION FORM

[Required] School Authorization Form: The School Authorization Form is a required agreement between Relay and candidates P-12 school to ensure both parties can support the candidate's development as a teacher. Through this form, the candidate's school leader will acknowledge their permission for the resident to complete key components of the Relay program such as videotaping in the classroom, sharing state test data, mentoring, and observations. This form has two parts: resident's form and the school leader's form.

- a. **Candidates must Log in** to their status page and click on the "checklist item"
 - i. Residents complete their part of the School Authorization Form no later than **September 1**. Residents will need your student ID number which is listed at the top of the email they will receive to start the form. The school leader can either be the principal or a member of the school leadership team.
- b. **School Leaders receive a form online.** After residents submit the form, an email will be sent to the school leader with their form. When they're done, residents will receive a confirmation email.

CERTIFICATION PAYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") has been entered into by and between The District of Waterbury ("Employer") and ("Employee").

Employee has been accepted into the Relay Graduate School of Education's Connecticut's Alternative Route to Education Program ("the Program") for the class entering in the summer of 2020.

Employer will release Employee from school based responsibilities for 6 hours a week:

- Released from schools for 3.5 hours every week (includes travel time)
- Allow resident to observe and practice teach at least 45minutes 4 times a week (or the equivalent of 3 hours a week) in an average sized classroom aligned to the certification area they are seeking.

During this release time, Employer agrees to compensate Employee.

Employer will contribute \$1,000 toward the cost of the Program for Employee ("the Payment"), to be paid as a reimbursement directly to the employee upon proof of tuition payment.

After the successful completion of the Program and certification requirements, Employee will be eligible to interview for a teaching position with the District of Waterbury.

In exchange for the compensated release time made by Employer for the Employee to be released from school based responsibilities and payment made by Employer toward the cost of the Program, Employee agrees to accept a teaching position with Employer if such a position is offered to Employee.

Should Employee (1) not complete the Program, (2) not accept a teaching position offered by Employer, or (3) voluntarily resign from or otherwise be dismissed from a teaching position with the District of Waterbury before the end of Employee's second school year as a teacher, Employee agrees to reimburse Employer for the cost of the release time and Payment.

Employee acknowledges and agrees that the provisions of this Agreement are reasonable to protect and preserve Employer's interests and the substantial investment Employer made in Employee in regard to the payment for the Program.

Employee and Employer agree that this Agreement does not constitute a contract of employment, and that Employer is not promising to employ Employee as a teacher and that this Agreement does not constitute a contract for employment for any specific duration.

Printed Name of Employee

For Employer

Signature of Employee

Signature of Representative

Date

Date



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

July 29, 2020

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: Promoting Middle School Financial Literacy Statewide Grant 2020 [CSDE]

Dear President Pagano and Education Commissioners:

The Connecticut State Department of Banking and the Connecticut State Department of Education (CSDE) have announced a new grant. Districts can apply for up to \$15,000 to fund financial literacy programs serving students in grades 6-8. No matching funds are required; however, applicants are expected to commit to sustaining the project beyond the grant period.

At the request of Chief Academic Officer Darren Schwartz, I have worked with Career and Technical Education (CTE) Supervisor Michael Merati to develop a proposal for this grant opportunity. Details can be found in my attached Grant Highlights document.

Grant applications are due to CSDE on August 14, 2020. Therefore, I respectfully request your permission to apply for the Promoting Middle School Financial Literacy Statewide Grant, and consensus from your honorable board at the August 6th Workshop meeting to do so. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Dr. Janice Epperson
Darren Schwartz
Michael Merati

Promoting Middle School Financial Literacy Grant 2020
CT State Department of Education
July 29, 2020
Louise Allen Brown

Grant Highlights

Program Purpose: "...The Promoting Middle School Financial Literacy Grant 2020 seeks to expand financial literacy in grades 6-8 to prepare students to navigate the complex consumer economy of the 21st century as informed and civically engaged citizens.... Funds must be utilized to create new Financial Literacy programming or to enhance and improve current content offerings. Nationally-recognized Personal Finance Standards, e.g., JumpStart or National Business Educator Association (NBEA), must be utilized when designing curriculum.... Funding shall be utilized for students participating in courses which embed instruction in Financial Literacy in **Grades 6-8 only.**" [rfp, p. iv]

Eligible Applicants: "The grant is open to all public school districts in Connecticut.... Although this grant is not competitive, districts must submit a grant application and sustainability plan to be approved by the CSDE." [rfp, p. iv]

Grant Period: "All funds from the grant must be encumbered by June 30, 2021, and liquidated by August 31, 2021." [rfp, p.iv]

Grant Amount: "Funds will be awarded per district, not per middle school, with a maximum of \$15,000. Amounts awarded may be less based upon the number of applications received..." [rfp, p.iv]

Matching Funds: No matching funds are required; although applicants are expected to sustain the project after the grant period.

Application Deadline: August 14, 2020

Waterbury Public Schools (WPS) Program Description:

WPS proposes to invest grant funds in two financial literacy programs which will be embedded into the Business and Computers elective course at the three comprehensive middle schools. With the potential to be awarded a grant of no more than \$15,000, the CTE Supervisor plans to initiate these new financial literacy programs at the comprehensive middle schools as a pilot of sorts, through the grant funding. To sustain these programs at the comprehensive middle schools past the grant period as required by the grant guidelines, the CTE Supervisor will recommend that funding be allocated for the Virtual Business program (site license subscription) into future years from Perkins Grants or other funding. To sustain the Foundations of Financial Literacy Program, the CTE Supervisor will have teachers reuse the curriculum resources and/or workbooks over multiple years. (The CTE Supervisor does not recommend purchasing access to the Foundations video which is provided for one year when the program resources are purchased.)

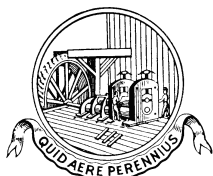
The Virtual Business - Personal Finance online simulation teaches multiple personal finance concepts. Through simulated games, students track personal behavior and spending habits (finding an apartment, finding a job, getting a bank account, paying taxes, and more) of their simulated character. As a result, students are expected to build more knowledge about personal finance than by other means. Students are expected to benefit from 'Virtual Business-Personal Finance' curriculum units such as:

- Budgeting & Saving
- Choosing & Balancing a Checking Account
- Getting a Credit Card
- Fixing Your Credit
- Education & Advancement
- Using Online Banking
- Paying Your Taxes
- Intro to Investing
- Time Management and Health
- Finding a Job
- Finding an Apartment
- Buying a Car
- Shopping
- Risk vs. Return
- Diversification
- Investing for Retirement

From CTE Supervisor, Michael Merati:

Project Summary

The 2020 Promoting Middle School Financial Literacy Grant will enable middle school students taking Business courses across the district to improve their financial literacy skills. The sooner we begin exposing students to financial literacy topics, the more informed and better prepared they will be upon graduation. Students will begin to learn about budgeting, credit cards, saving plans, interest rates and careers in the finance world. We are requesting to purchase a middle school Foundations of Financial Literacy curriculum by David Ramsey as well as nine virtual business simulations that embed financial literacy. The virtual business simulations are game based where students run various businesses such as restaurants, hotels, sports stadiums as well as a life simulation in the dedicated personal finance game. Both vendors have included tech support and webinar training for teachers to utilize for professional learning. This will ensure teachers are prepared to use these new resources to make their classroom curriculum, instruction and assessments more effective. CTE Supervisor, Michael Merati, also plans to provide ongoing professional learning for those teachers who need extra support. Expected outcomes from this grant would be to see an increase in students financial literacy skills and an increase in excitement and enrollment in these courses to ensure more students are increasing their financial literacy capabilities.



Tara Battistoni, M.S.

Supervisor of Research, Development, and Student Testing
 Waterbury Public Schools
 236 Grand Street • Waterbury, CT 06702
 Phone: 203-574-8283 • FAX: 203-346-3514
 Email: tbattistoni@waterbury.k12.ct.us
 Web: www.waterbury.k12.ct.us



Memo

To: Ms. Carrie Swain, Clerk, Board of Education

Date: August 4, 2020

Re: College Board PSAT/SAT Contract – Board of Education Executive Summary

CC: Mr. Darren Schwartz, Chief Academic Officer
 Mr. Richard Scappini, Corporation Council

The Department of Education requests to enter into a contract with the College Board to administer the PSAT and SAT assessments for the 2020-2021 school year. This contract will extend services from our prior contracts and allow continuous measure of student performance to monitor growth toward the ultimate outcome for state accountability, the grade 11 SAT. Taking the assessment multiple times has proven to result in higher outcome scores and provides students an increased opportunity for college acceptance.

The contract will allow students in grades 8-10 to participate in October 2020 testing during the school day, in addition to grade 11 and 12 students, which will be paid for by the Connecticut State Department of Education (less the essay component for grade 12 students which the district must pay for separately). Students in grades 9 and 10 will also participate in April 2020 testing, in addition to grade 11 students, which will be paid for by the Connecticut State Department of Education. The cost of the contract covers grades 8-10 in October and grades 9 and 10 in April, at a total cost of \$56,497. The contract provisions protect both parties if we are unable to administer the assessments due to the Covid-19 pandemic. The payment will not be due unless the assessments are conducted.

The College Board has previously performed contracts for the same services. The quality of their prior services for the Department of Education has been exemplary. The total amount due for this contract has been confirmed and secured through the Alliance Grant. Tax Clearance has been obtained and is attached. The Purchasing Director has issued a sole source letter for the services, allowing this contract to proceed as an exception to a public bidding process (see attached copy). The term of the contract is for one year, from 7/1/20-6/30/21, with the option to renew up to three additional twelve month periods. Corporation Council has reviewed and approved all aspects of this contract.



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00027269**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this “Agreement”), is made as of this **July 01, 2020** (“Effective Date”), by and between Waterbury Public Schools, 235 Grand Street, Waterbury Connecticut 06702 (“Client”) and the College Board, 250 Vesey Street, New York, NY 10281 (the “College Board”).

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board’s College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, “Deliverables”) in accordance with the applicable schedules, which outline the Deliverables hereunder (“Schedule”); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 01, 2020 and, unless sooner terminated as provided herein, will expire on June 30, 2021 (“Initial Term”). Client may renew this Agreement for up to three (3) in twelve (12) month increments (“Renewal Term”), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement or any renewal term. During any Renewal Term, this Agreement shall be subject to the College Board’s then-current fees and policies at the time of renewal which shall be subject to negotiation between the parties. Any such renewal shall be subject to approval pursuant to the City of Waterbury procurement ordinance. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the “Term.” If, during the Term, Client decides to have the College Board support Client’s administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client’s failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client’s computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board’s direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client’s possession or under Client’s control. Upon termination of this Agreement, the College Board shall terminate Client’s access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Deliverables furnished during the 2020-2021 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.



4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") solely as result of the Client's negligence provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused by the negligence or willful misconduct of the College Board.

7.1 To the extent permitted by law and notwithstanding any other provision of this Agreement, College Board agrees to indemnify, hold harmless, and defend the Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") as result of the College Boards' negligence, provided, however, that the College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by the sole negligence or willful misconduct of the Client.



7.2 Intellectual Property Infringement Indemnification. The College Board shall defend and indemnify Client against any claim, liabilities, demands, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, by an unaffiliated third party of this Agreement that a College Board Software Product, used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New Haven, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**

K-12 Contract Management

With a copy to

Legal Department

To Client:Neil O'Leary
Mayor

The College Board

The College Board

Waterbury Public Schools

250 Vesey Street
New York, NY 10281

Tel: (212) 713-8000

Contractsmanagement@collegeboard.org

250 Vesey Street
New York, NY 10281

Tel: (212) 713-8000

Legalnotice@collegeboard.org

236 Grand Street
Waterbury, CT 06702-1933

Tel: (203) 574-8000

Email: noleary@waterburycr.org

9.5 Publicity. Each party agrees to make reasonable efforts to inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement. The College is aware that the Client is subject to Freedom of Information Requests and as such is legally required to disclose documents pursuant to said requests.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for Deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

9.14 Interest of City Officials. No member of the governing body of the Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement

9.15 Prohibition Against Gratuities and Kickbacks .No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of this agreement.

9.16 Prohibition Against Contingency Fees. College Board hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

9.17 City of Waterbury's Ethics Code Ordinance. College Board hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest (Chapter 39). The text of the Ethics and Conflicts of Interest Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/http://www.waterburyct.org/content/9569/9605/9613/default.aspx> click on the link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST

9.18 Confidentiality/FERPA. College Board acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of the Client's students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the Client only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, College Board has no authority to make disclosures of any information obtained in the course of performing this agreement.

9.19 Student Data Privacy Student Data Privacy.

9.19.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, COLLEGE BOARD or its employees.

9.19.2 The City's Board of Education ("Board") shall have access to, and the ability to request timely deletion of Student Data in the possession of College Board or its employees in College

Board's Online Reporting Portal, or as otherwise in College Board's possession. Access by the Board to College Board's Online Portal will be provided to the Board in accordance with College Board's standard guidelines, 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 COLLEGE BOARD or its employees. 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 COLLEGE BOARD or its employees immediately but no later than 4 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 COLLEGE BOARD and/or its employee(s) 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.

9.19.3 Neither COLLEGE BOARD nor its employees shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

9.19.4 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 COLLEGE BOARD or its employees receive a request to review Student Data in their possession directly from a student, parent, or guardian, COLLEGE BOARD and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. COLLEGE BOARD and its employees agree 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 COLLEGE BOARD or its employees, and correct any erroneous information therein.

9.19.5 COLLEGE BOARD and its employees shall take actions designed to ensure the security and confidentiality of student data.

9.19.6 COLLEGE BOARD and its employees 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, which is the subject of this Agreement. Such notification will include the following steps:

Upon discovery by COLLEGE BOARD or its employees of a breach of Student Data, COLLEGE BOARD 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.

9.19.7 Student Data shall not be retained or available to COLLEGE BOARD or its employees upon expiration of the contract between COLLEGE BOARD and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with COLLEGE BOARD after the expiration of such contract for the purpose of storing student generated content.

9.19.8 COLLEGE BOARD and the 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.

9.19.9 COLLEGE BOARD and its employees acknowledge and agree 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.

9.19.10 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. The Parties agree that the provisions herein shall only apply to Student Data which is the subject matter of this Agreement and shall not apply to any other data or information that College Board may have or receive. The Parties agree that the provisions herein shall not prohibit students and/or their parents or legal guardian from lawfully accessing or using data provided by students and/or their parents or legal, guardian directly



to College Board. The Parties agree that College Board shall use the data in accordance with this Agreement, [Attachments](#), and [Connecticut statutes](#).

10. Required from College Board.

10.1 College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

10.2 At no additional cost to the City, College Board shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from College Board's obligation under this Agreement, whether such obligations are College Board's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

10.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

10.4 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

10.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

10.4.2 Automobile Liability Insurance: Not applicable

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

10.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

10.4.4 Excess/Umbrella Liability Insurance: Not applicable.



10.5 Intentionally Omitted.

10.6 Cancellation: The City of Waterbury shall receive written notice of cancellation from College Board at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

10.7 Certificates of Insurance: College Board's General Liability policy shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under College Board's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time College Board executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis"**. The City's request for proposal number must be shown on the certificate of insurance. College Board must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

10.8. No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the City endorsements, and Certificates of Insurance.

11. College Board acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments. College Board acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City and /or State or Federal government, including the funding of grants for the purpose of this Agreement. College Board therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced or eliminated pursuant to law



Contract # CB-00027269

Waterbury Public Schools

Signature

Name

Title

Date

COLLEGE BOARD

DocuSigned by:

Jeremy Singer

Signature

Jeremy Singer

Name

President

Title

07/29/2020

Date



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT[®] assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the schools designated by Client in Section IV (List of Participating Schools):

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide (one copy sent to each school).
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools cannot be made

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



after **September 11, 2020**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks¹, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT/NMSQT Assessment Administration. The exam shall be administered on **October 14, 2020**. The alternate exam administration is on **October 28, 2020**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

- a. Client Testing Delays.** Participating Schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require Participating Schools to close for reasons beyond the reasonable control of such Participating Schools (for example, including, but not limited to, severe weather, extended power outages or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and Participating Schools to shift testing to the alternate Wednesday administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the Participating Schools for the alternate Wednesday administration, or should a PN Delay Event otherwise prevent the Participating Schools from administering the PSAT/NMSQT on the alternate Wednesday administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by a PN Delay Event up to one week prior to the alternate Wednesday administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the alternate Wednesday administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the alternate Wednesday administration. No additional administration of the PSAT/NMSQT will be made available after the alternate Wednesday administration. Client understands that by selecting the 2nd Wednesday as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Crosby High School	070835
Enlightenment School	070875

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



John F Kennedy High School	070840
State Street School	070876
Waterbury Arts Magnet School	070867
Waterbury Career Academy High School	070863
Wilby High School	070870

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u> PSAT/NMSQT with PSAT 8/9 and SAT School Day	<u>Multi-Assessment Pricing:</u> • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and < 50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 30, 2020**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$17.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

¹ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

**VI. CLIENT CONTACT INFORMATION**

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	2035748283	2035748283	(203) 574-8000	2035748283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9® exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

1. Materials for Students:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Paper Score Report (one copy sent to Participating School).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. If Client is administering digital testing ('Digital Testing'), students will receive online access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential™ for students in 9th grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide (one copy sent to each school).
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code at **least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 8/9 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2020 and March 2021, and its second testing date in April 2021. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.



- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
 - d. Bulk Registration is required for Participating Schools electing to Digital Testing.
6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Waterbury Public Schools	Carrington Elementary School	079097	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Crosby High School	070835	8, 9	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Crosby High School	070835	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Duggan Elementary School	079058	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Enlightenment School	070875	8, 9	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Enlightenment School	070875	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	John F Kennedy High School	070840	8, 9	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	John F Kennedy High School	070840	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	John G Gilmartin Elementary School	079059	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Jonathan Reed Elementary School	079057	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Michael Wallace Middle School	079054	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	North End Middle School	079055	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	State Street School	070876	8, 9	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	State Street School	070876	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Waterbury Arts Magnet School	070867	8, 9	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Waterbury Arts Magnet School	070867	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Waterbury Career Academy High School	070863	8, 9	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Waterbury Career Academy High School	070863	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	West Side Middle School	079056	8, 9	Sep 21, 2020 - Jan 29, 2021
Waterbury Public Schools	Wilby High School	070870	8, 9	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Wilby High School	070870	8, 9	Sep 21, 2020 - Jan 29, 2021



V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u>	<u>Multi-Assessment Pricing:</u>
	PSAT 8/9 with SAT School Day, and PN and/or P10	<ul style="list-style-type: none"> PSAT 8/9 with either PN or P10 or SAT School Day At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$9.00	\$9.50
≥ 50% and < 75%	\$8.00	\$9.00
≥ 75%	\$7.00	\$8.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2020 – Jan. 2021	October 30, 2020
Feb. 2021 – Mar. 2021	January 29, 2021
April 2021	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$13.00 per student.

3. Restrictions. No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

4. Unused Tests (paper and pencil). Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per test booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating

¹ College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	2035748283	2035748283	(203) 574-8000	2035748283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



**PSAT 10
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT 10[®] program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 10 as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 10 and initiates students' earlier entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 10 administration for students and what data and reports may be provided to Client through our online data portal.

II. SCOPE

College Board shall furnish the following PSAT 10 materials and reports to the schools designated by Client in Section IV (List of Participating Schools):

1. Materials for Students:

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. Student Paper Score Report (one copy sent to Participating School).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. If Client is administering digital testing ('Digital Testing'), Participating Students will receive online access to the Digital Testing platform and download applications, and Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Material for Schools:

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the Digital Testing platform and download applications, and Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.
- c. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- d. Access to AP Potential™, delivered via College Board website.
- e. SAT Suite of Assessment Educator Guide (one copy sent to each Participating School).
- f. PSAT 10 Coordinator Manual (copies sent to Participating Schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 10 Digital Testing Coordinator Manual (copies sent to Participating Schools based on Client's bulk registration file; one per 10 students registered).

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating



Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order tests**.

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT 10 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 10 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 10 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 10 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT 10 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 10 test booklets and digital platform for Digital Testing for the sole purpose of administering the PSAT 10 exam on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 10 test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 10 test booklets or Digital Testing.

Client shall return all materials, including PSAT 10 test booklets, no later than the next school day after the test administration or promptly upon termination of this Agreement.

4. PSAT 10 Assessment Administration. Client has agreed to administer the PSAT 10 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national assessments as set forth in the PSAT 10 Coordinator Manual. If testing digitally, Client shall also comply with the guidelines as published in the PSAT 10 Digital Testing Coordinator Manual, PSAT 10 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 10 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 10 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.



- **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- Bulk Registration is required for schools electing Digital Testing.

6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

7. If Client administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Waterbury Public Schools	Crosby High School	070835	10	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Enlightenment School	070875	10	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	John F Kennedy High School	070840	10	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	State Street School	070876	10	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Waterbury Arts Magnet School	070867	10	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Waterbury Career Academy High School	070863	10	Apr 13, 2021 - Apr 30, 2021
Waterbury Public Schools	Wilby High School	070870	10	Apr 13, 2021 - Apr 30, 2021

V. FEE CALCULATION

1. **Program pricing.** The fee calculation for this schedule depends solely on the total enrollment figures for the participating grade(s) as indicated in the college readiness agreement budget schedule ('budget schedule'), and client's official national school lunch program (nslp) percentage, and the assessment(s) sponsored by client. Client acknowledges that successful implementation of the early participation program is contingent on client requiring 100% of their schools¹ to participate under this schedule. If, during the term covered by this schedule, college board is furnishing other assessments to client (under separate agreements) in addition to the psat 10, or if multiple grades are being tested under this schedule, client shall receive the fee calculation testing under this schedule represents a great discount as set forth on the budget schedule. The table below details the discounts available ('suite pricing' and 'multi-assessment pricing'). For purposes of suite pricing under this schedule, the psat/nmsqt ('pn') and psat 10 ('p10') are considered one assessment.

¹ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



National School Lunch Program (NSLP) Percentage	Suite pricing: PSAT 10 with SAT School Day, and PSAT 8/9	Multi-Assessment Pricing: • PSAT 10 with either SAT School Day, or PSAT 8/9, or PN • At least two grades testing for PSAT 10
≥ 0% and <50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

Clients will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the psat 10 assessment. The enrollment and total cost indicated in the budget schedule are estimates; client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to enrollment. If client determines, after signing this agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), client must provide college board with the adjusted enrollment figures, and identify how and where college board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: psat/sat assessments, college board, 250 vesey street, new york, ny 10281 no later than january 29, 2021.

Notwithstanding the foregoing, after the administration of the exam, college board may request a verification of enrollment by participating grade from the client. If enrollment figures provided by client based on such request, differ from those provided herein, college board will adjust the total cost of the schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a participating grade exceeds the client's enrollment figures indicated herein, client shall remit payment to college board for any additional students at the full test fee of \$17.00 per student.

3. Restrictions. No student participating under this schedule will be assessed an individual fee for taking the psat 10 exam.

4. Unused tests (paper and pencil). Participating schools will not incur unused test fees for participating grade(s); however, unused test fees will apply for all other grades ('non-participating grades'). A fee of \$4 per test booklet will be charged if a school is calculated to have unused tests greater than 20% of their test booklets ordered by non-participating grade(s). Participating schools that use at least 80% of the tests ordered for non-participating grade(s) will not incur an unused test fee.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	2035748283	2035748283	(203) 574-8000	2035748283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

Attachment 1 - (College Board Use of SAT Suite Program Information and Data)

1. **College Board's Use of Student Data**

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below (1) when it has obtained the express, informed, written consent of the student, (if the student is of the age of majority), or the parent or legal guardian (if the student is a minor), when the student is being registered for a College Board assessment; or (2) if the student and/or parent/legal guardian otherwise forms a direct relationship with College Board.

College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. Upon receiving the written consent of the student or student's parent or legal guardian as described above, College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.
- b. Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if College Board has obtained the prior, affirmative written consent of the student or the student's parent or legal guardian. College Board may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers. As part of the explanation of the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining how the PII will be licensed.
- c. Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:
 - (i) College and University Electronic Score Reports and Paper Score Reports: Students can select to send their scores to colleges, when they register for the SAT exam, when they take the test, or after they receive their scores. Through 'score choice,' students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
 - (ii) SAT Trend Reports: College and universities can see reports containing only de-identified data on trends of students who send scores to their schools.
- d. Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential, consistent with all applicable laws.
 - (i) Access to Opportunity (A2O): College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources, including college application fee waivers, designed to address barriers they may face in the path to college access.
 - (ii) Realize Your College Potential: Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.
 - (iii) State Scholarship Feeds/Data: State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.

(iv) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars and National Merit Scholars): National Merit Scholars receives Student Data to provide students with the opportunity to receive national recognition and scholarships. Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.

(v) Enhancing and Customizing Student Practice: Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.

e. Score Reporting to States, Schools and Districts:

(i) K12 Reporting Portal: An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.

(ii) Integrated Summary Reporting: Aggregate Data reporting from across SAT, PSAT Suite (PSAT 8/9, PSAT 10 and PSAT/NMSQT).

(iii) Schools and districts can receive test-taking rosters, of their students through an online portal.

(iv) SAT Score Reporting to Students: Paper and online reports are delivered to students after each administration of the SAT.

(v) SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.

h. Research

(i) College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2020	June 30, 2021	1,496	\$13.00	\$19,448.00	\$8,976.00	\$10,472.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2020	June 30, 2021	1,162	\$17.00	\$19,754.00	\$6,972.00	\$12,782.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2020	June 30, 2021	1,427	\$13.00	\$18,551.00	\$8,562.00	\$9,989.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2020	June 30, 2021	1,496	\$13.00	\$19,448.00	\$8,976.00	\$10,472.00
PSAT 10 EPP Fixed-Fee - 10th Grade	July 1, 2020	June 30, 2021	1,162	\$17.00	\$19,754.00	\$6,972.00	\$12,782.00

Subtotal: \$96,955.00

Total Discount: \$40,458.00

Total Cost: \$56,497.00

COVID-19 Pandemic Contingency Plans. The parties agreed and understand that due to the Covid-19 pandemic and for reasons beyond the reasonable control of either party, either party may be prohibited from delivering its obligations and/or fulfilling its responsibilities. College Board shall solely determine whether it shall be able to fulfill its obligations to offer the assessments which are the subject of this Agreement, and Client shall solely determine whether it can administer the assessment which are the subject of this Agreement. If Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in schools in accordance with this Agreement, Client shall be relieved of its obligation to pay College Board for any assessment(s) which it cannot administer because of the COVID-19 pandemic. If Client can administer an assessment to a portion of its students but not the full cohort, College Board shall provide a revised budget schedule; provided, that Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in accordance with this Agreement. Any notification to College Board of Client's inability to administer College Board assessments must be provided in advance of the schedule test date(s).

If Client has received secure test material, Client agrees to safeguard such material (including by way of example, to store in a locked office and/or cabinets, to maintain the packaging seal on the boxes) and, if requested, to return such material to College Board. Client is prohibited from administering the assessment(s) on any day, or in any manner, that is not permitted by College Board and/or to use the assessment(s) for any other purpose.

College Board will work with Client to mutually agree on a back-up administration plan and date, to the extent possible; provided, that the parties failure to agree on a backup plan shall permit the parties to immediately terminate this Agreement. Client must notify College Board in writing (with email to suffice) of its request to use a published back-up administration date in advance of the originally scheduled test date. For a SAT School Day administration, the back-up administration shall be an available make-up date. For the PSAT/NMSQT, the back-up administration shall be the Alternate Test Day – Wednesday, October 28, 2020. However, if the Client had chosen to use the PSAT/NMSQT Alternate Test Day as their primary test date, there will be no available back-up administration date. If the parties agree to administer the assessment(s) on an available back-up date, College Board shall determine in its sole discretion whether to ship Client replacement tests or whether Client shall use previously shipped unused tests. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to immediately notify College Board of the need for a test day change in time to allow delivery of test materials one week prior to the back-up administration. College Board shall use commercially reasonable efforts to timely deliver such material; provided, however, College Board shall not be responsible for the failure of any third-party shipping company to deliver such material because of delays caused by COVID-19.

College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by such delay up to one week prior to the alternate administration. College Board reserves the right, in its sole discretion, to charge

Form Approved By College Board Legal January 2020 Page 26 of 27



for any additional fees associated with rush deliveries, publication reprints or incremental support incurred within seven (7) days of the alternate administration.

College Board reserves the right to decline to offer additional administrations beyond the published testing dates or testing windows, as may be amended by College Board.

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: College Readiness and Success Contract
Department: Education - Academics

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: Darren Schwartz *DM*

07/31/2020
Date

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office

Date: 7/24/2020

To: Tara Battistoni
Department of Education


Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent.***

The College Board
Jeremy Singer
250 Vesey Street
New York, NY 10281

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson CCMC
Deputy Revenue Collections Manager
City of Waterbury

RQ+Nbr+0204244+from+Kling+Amanda

Drill Around - No Comments Exist

Requisition	0204244	Requester	B026H
Requested Delivery Date		Requesting Location	29309 - ECS Alliance 20-21
Buyer	KM	Vendor	College Board

Item	Description	Acct Unit	Account	Activity	Acct Cat	Quantity	UOM	Unit Cost	Extended Cost
PSAT/SAT	PSAT/SAT FY 20-21 NO ESSAY	27100- 2021	561100	27100202118903	600	1.0000	EA	\$56497.00000	\$56497.00

Lines	1
Inventory Total	\$0.00
Non Stock Total	\$0.00
Special and Services Total	\$56497.00
Requisition Total	\$56497.00

Approved SKY 7-27-2020

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220		CONTACT NAME: Cait Schluter PHONE (A/C, No, Ext): 856-479-2193 FAX (A/C, No): E-MAIL ADDRESS: cschluter@connerstrong.com	
INSURED College Board 250 Vesey Street New York, NY 10281		INSURER(S) AFFORDING COVERAGE INSURER A : Great Northern Insurance Company	NAIC # 20303
		INSURER B : Fireman's Fund Insurance Company	21873
		INSURER C : National Union Fire Ins CoPittsburgh PA	19445
		INSURER D : Federal Insurance Company	20281
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		35983287	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		99482704	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		USL00409020U	01/01/2020	01/01/2021	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71746896	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		039819705	01/01/2020	01/01/2021	\$2,000,000 Per Occur. \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2020 Agreements

The City of Waterbury and its Board of Education are included as Additional Insured on the above-referenced Commercial General Liability and Business Automobile Policies if required by written contract.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Waterbury Public Schools
 Attn: Margaret Cherubini
 Chase Building
 236 Grad Street, 1st floor
 Waterbury, CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Trapani

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DESCRIPTIONS (Continued from Page 1)

A Waiver of Subrogation applies in favor of The City of Waterbury and its Board of Education on the above referenced Commercial General Liability, Business Automobile, and Workers' Compensation Policies if required by written contract and permitted by law.

9.19.3 College Board agrees that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the College Board.

9.19.4 College Board agrees that, Students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policies

9.19.5 College Board agrees that it will not retain any student data or let said student data remain available to College Board upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with COLLEGE BOARD regarding the retention of the student's data in an electronic form or database.

9.19.6 College Board agrees and is responsible to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

9.19.7 Notwithstanding anything to the contrary contained in this Agreement, Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administrations of the exams which are the subject matter of this Agreement for the purposes of students' college and career readiness by utilizing the services available to student. The College Board's use of the data it receives in connection with this Agreement is set forth on Attachment 1, attached hereto and incorporated herein by this reference.

9.20.. Security Breach of Student Information and Data.

9.20.1 College Board's Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. College Board shall establish a procedure and provide a copy of said procedure to the City and its Board of Education setting forth its notification policy to the Board of Education and the Parents when there has been a breach or unauthorized release of student information or records.

9.20.2 College Board shall provide a 30-Day notification in event of unauthorized release of student information. Upon the discovery of a breach of security that results in the unauthorized release of student information, as defined by Public Act 16-189, (excluding directory information), College Board must notify the City of such breach without unreasonable delay, and in no case later than thirty (30) days from discovery of the breach. During that 30-day period, College Board may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or (2) restore the integrity of the College Board's data system.

9.20.3 College Board shall provide a 60-Day notification in event of unauthorized release of directory information, student records, or student-generated content. Upon the discovery of a breach of security that results in the unauthorized release of directory information, student records, or student-generated content as defined by Public Act 16-189, the College Board must notify the City without unreasonable delay and in no case later than sixty (60) days from discovery of the breach. During the 60-day period, College Board may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or restore the integrity of College Board's data system, or (2) restore the reasonable integrity of the College Board's data system.

10. Insurance Required from College Board.

10.1 College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best

classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

10.2 At no additional cost to the City, College Board shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from College Board's obligation under this Agreement, whether such obligations are College Board's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

10.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

10.4 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

10.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

10.4.2 Automobile Liability Insurance: Not applicable

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

10.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

10.4.4 Excess/Umbrella Liability Insurance: Not applicable.

10.5 Intentionally Omitted.

10.6 Cancellation: The City of Waterbury shall receive written notice of cancellation from College Board at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

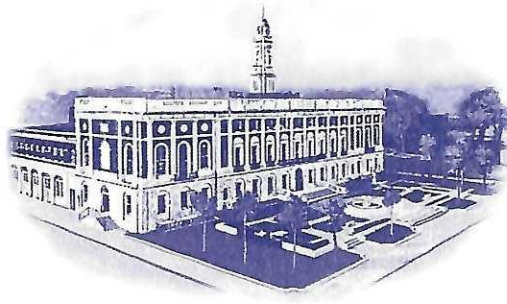
10.7 Certificates of Insurance: College Board's General Liability policy shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under College Board's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time College Board executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board

of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis". The City's request for proposal number must be shown on the certificate of insurance. College Board must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

10.8. No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the City endorsements, and Certificates of Insurance.


11. College Board acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments. College Board acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City and /or State or Federal government, including the funding of grants for the purpose of this Agreement. College Board therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced or eliminated pursuant to law

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Tara Battistoni, M.S., Supervisor of Research, Development, and Student Testing

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for "PSAT" and "SAT" provided by vendor College Board

Date: July 23, 2020

After review of the sole source letter dated July 22, 2020 indicating that College Board is the only source that can provide the product titled "PSAT" and "SAT" which is the product required by your department, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



Date: July 30, 2020

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

Re: Board of Aldermen Approval Request of Contract for Elementary School Mathematics Curriculum between the City of Waterbury and Curriculum Associates, LLC

Dear Honorable Aldermen:

The Education Department respectfully requests your approval of the above-referenced contract in the amount of \$1,905,392.50 for Elementary School Mathematics Curriculum between the City of Waterbury and Curriculum Associates, LLC subject to Board of Education approval on August 20, 2020. The cost for year one implementation is \$438,678.50 with payments of \$366,678.50 in years two through five.

This contract was initiated under the Request for Proposal process (RFP #6591). There were several bidders for this project with Curriculum Associates, LLC best meeting the requirements set forth in the Scope of Services as determined by a selection committee of teachers, mathematics specialists and administrators. Curriculum Associates product i-Ready Diagnostic and Instruction has been used in the elementary grades for five years as a system of mathematics intervention. Curriculum Associates has met all obligations satisfactorily and has exceeded expectations in terms of product support.

Under this contract, Curriculum Associates will provide all print material and digital licenses (440 teachers, 9,070 students) for Ready Classroom 2020 as a core mathematics program for kindergarten through grade five for a period of five years. In addition to the core program, Curriculum Associates will provide i-Ready Diagnostic Testing and Instruction to determine students' mathematics proficiency levels and growth as well as individualized instruction for the purpose mathematics intervention and enrichment. Curriculum Associates, LLC will also provide professional learning services for elementary school teachers and administrators.

The Contract Term is five years effective July 1, 2020 through June 30, 2025. The project is being funded by the Alliance Grant (1920) in the amount of \$1,905,392.50.

Accordingly, attached for your review and consideration are 11 copies of the Request for Proposal prepared by the Education Department-Mathematics; the proposed contract; Disclosure and

Certification of Obligations, Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Janet Frenis
Supervisor of Elementary Mathematics
236 Grand St., Room 104
203 574-8341

Attachment

cc: Attorney *Angela Juliani*
File: CRT20-225

AGREEMENT
RFP # 6591
For
Elementary Mathematics Curriculum
Between
The City of Waterbury, Connecticut
and
Curriculum Associates, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and CURRICULUM ASSOCIATES, LLC, 153 Rangeway Road, North Billerica, MA 01862 a duly registered State of Massachusetts limited liability company and duly registered to do business in the State of Connecticut as a limited liability company (the "Contractor").

WHEREAS, the State of Connecticut has awarded the Alliance Grant to the City of Waterbury for, among other things, funding of services requires under this Agreement; and

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 6591** for comprehensive kindergarten through grade five mathematics program to include lessons, resources, and assessments that are aligned to the Common Core State Standards in Mathematics as well as professional learning services to support program implementation.; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 6591**; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide a comprehensive kindergarten through grade five mathematics program that includes lessons, resources, and assessments that are aligned to the Common Core State Standards in Mathematics as well as professional learning services to support program implementation as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The City's solicitation documents, RFP # 6591, attached hereto
- 1.1.2** Amendment #1 to RFP# 6591 Dated March 9, 2020, attached hereto
- 1.1.3** Curriculum Associates' Cost Proposal dated 6/29/2020. Attached hereto
- 1.1.4** Curriculum Associates' Response to RFP # 6591, incorporated by reference
- 1.1.5** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference
- 1.1.6** Certificates of Insurance, incorporated by reference
- 1.1.7** All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of the Alliance Grant (incorporated by reference)
- 1.1.8** All Required Licenses

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1** This 25 page Contract document.
- 1.2.2** Curriculum Associates' Cost Proposal dated 6/29/2020.
- 1.2.3** Amendment #1 to RFP# 6591 Dated March 9, 2020.
- 1.2.4** Curriculum Associates' Response to RFP # 6591.
- 1.2.5** The City's solicitation documents, RFP # 6591.
- 1.2.6** All applicable Federal, State and local statutes, regulations charter and ordinances, and all applicable provisions and requirements of the Alliance Grant.

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. For the avoidance of doubt, the use of unidentifiable "data" shall be in accordance with product development and research purposes, as allowed under the Family Educational Rights and Privacy Act ("FERPA"). The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City

property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the

submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic monthly, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the District Account Manager.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall be for a period of Five (5) years commencing on July 1, 2020 and shall terminating on June 31, 2025, unless sooner terminated as provided by this agreement. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. When goods purchased include annual subscriptions to hosted software solutions, payment is due yearly in advance.

6.1. Fee Schedule. The fee payable to the Contractor, for all services, materials, licenses, and as further provided for in this Agreement, an amount not to exceed ONE MILLION, NINE HUNDRED AND FIVE THOUSAND DOLLARS THREE HUNDRED AND NINETY TWO 50/100 (\$1,905,392. 50) for the entire five year term of this Contract with the basis of payment being an amount up to the following and as further set forth in Contractor's Cost Proposal dated 6/29/2020 attached hereto:

6.1.1 Year 1– July 1, 2020- June 30, 2021.....	\$438,678.50
6.1.2 Year 2– July 1, 2021- June 30, 2022.....	\$366,678.50
6.1.3 Year 3– July 1, 2022- June 30, 2023.....	\$366,678.50
6.1.4 Year 4– July 1, 2023- June 30, 2024.....	\$366,678.50
6.1.5 Year 5– July 1, 2024- June 30, 2025.....	\$366,678.50

TOTAL 5 year Compensation.....1,905,392.50

6.2. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 6591** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if requested by the City, shall deliver to the City

a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee. For the avoidance of doubt, all print materials provided under this Contract will be delivered free of liens and encumbrances. However, Contractor grants liens on its intellectual property assets to its lending institution, which is customary in the ordinary course of business.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence. Any product developed under this Contract for the sole benefit of the City will be the sole property of the City. For the avoidance of doubt, nothing under this Contract will grant the City ownership of Curriculum Associates' proprietary software solutions and/or related training materials.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6 In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as

opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City and the Board of Education for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit any auto, all owned and hired autos

Providing coverage to protect the City and the Board of Education with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **\$500,000.00**
EL Disease Each Employee **\$500,000.00**
EL Disease Policy Limit **\$500,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Professional Liability Insurance: \$1,000,000.00 each Wrongful Act. **\$1,000,000.00** aggregate

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and The Board of Education are listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a Certificate of Insurance, along with additional insured endorsements. Contractor's riders and insurance policies will be provided upon request. Contractor may redact confidential information from the policies.

10. Conformance with Federal, State and Other Jurisdictional Requirements.

By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including the Alliance Grant funding this contract, and including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as

supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut, as applicable.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects

covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the

provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to

mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in this Contract.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances. For the purposes of this Contract, "subcontractors" shall not include Contractor's cloud service provider, and other vendors used in the ordinary course of business who perform technology and software development and maintenance services under Contractor's supervision on Contractor's internal systems.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor

shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim,
or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself,

permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 6591** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 6591**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be

recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary

source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on

"TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:


CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

CURRICULUM ASSOCIATES, LLC

By: 
Robert Waldron

Its Chief Executive Officer

Date: August 8, 2020

ATTACHMENT A

- 1 The City's solicitation documents, RFP # 6591, attached hereto
- 2 Amendment #1 to RFP# 6591 Dated March 9, 2020, attached hereto
- 3 Curriculum Associates' Cost Proposal dated 6/29/2020. Attached hereto
- 4 Curriculum Associates' Response to RFP # 6591, incorporated by reference
- 5 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference
- 6 Certificates of Insurance, incorporated by reference
- 7 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of the Alliance Grant (incorporated by reference)
- 8 All Required Licenses

REQUEST FOR PROPOSAL #6591
BY
THE CITY OF WATERBURY
(EDUCATION DEPARTMENT)
(Elementary Mathematics Curriculum)

The City of Waterbury, Department of *Education* (hereinafter "City"), is seeking one or more vendors to provide a comprehensive kindergarten through grade five mathematics program that includes lessons, resources, and assessments that are aligned to the Common Core State Standards in Mathematics as well as professional learning services to support program implementation.

A. Background and Intent

The intent of the request is to obtain cost proposals for curriculum materials that are aligned to the Common Core Standards in Mathematics and the Smarter Balanced assessments in order to improve student outcomes in mathematics and prepare students for middle school and beyond.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
4. Expertise in conducting timely, evidence-based research supporting the instructional program and correlation of assessments.

C. Scope of Services

(Detail the Scope of Services and Deliverables)

1. The proposals will include online and print materials for approximately 440 teachers and 9,070 students in kindergarten through fifth grade.
2. The curriculum, instruction, assessment and other materials must demonstrate strong horizontal and vertical alignment to the Common Core State Standards in Mathematics for grades kindergarten through five.
3. The program must include assessments that directly measure mastery of the Common Core State Standards in Mathematics and be similar to the interactive item types in the Smarter Balanced Assessments in mathematics.
4. The program must include supports for English Language Learners.

5. The program must include supports for students who struggle with mathematics.
6. The program must be available in print and online. The online component must have the capability to offer interactive lessons and communications between the teachers and the students.
7. The program must include an intervention component that allows students to work at their instructional levels.
8. The vendor must have an online data management system that complies with all applicable FERPA laws.
9. The vendor must provide initial and ongoing professional development for teachers and administrators for the first two years of implementation for twenty elementary schools.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2020 – June 30, 2025.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on March 6, 2020**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by March 10, 2020, 2:00 PM**). It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by the Department of Education, Mathematics Department.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **200** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and **5** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must

be received at the following address no later than **10:30 AM on March 16, 2020.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities
 - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
 - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

- 4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section

B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements – Not Applicable

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority

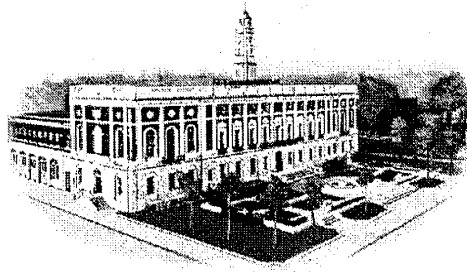
owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 9, 2020

RFP #: 6591

Project Title: Elementary School Math Curriculum

Please find questions and answers below and be aware that duplicative type questions have only been responded to once.

Question 1.

Do bidders need to sign the provided Professional Services Agreement (PSA) for inclusion with their submission or will that be done after notice of intent to award? If a signature is not required at this stage, should bidders still include the unsigned PSA with their proposals?

As per Section E.2. of the RFP, "Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)"

Question 2.

Should bidders provide hard copy and digital samples of their proposed elementary mathematics curriculum? If so, for which grades K–5 and how many student and teacher sets per grade?

Yes. We would like one set per grade level of hard copy materials as well as access to online demo accounts.

Question 3.

Will the District be using a general curriculum evaluation tool – such as IMET – to review and evaluate proposed programs? If applicable, please provide a copy of the rubric that will be used.

The District will refer to curriculum evaluations tools such as IMET but will not provide copies to vendors.

Question 4.

Should bidders provide pricing based on annual purchase only, or will the District consider an upfront purchase for all five years (which yields an additional discount)?

Please provide both if possible. The district will consider an upfront purchase for all five years.

Question 5.

We understand that the cost proposal should be separately sealed. Should bidders provide one original and five hard copies, plus one electronic copy of the cost proposal? Or will one hard copy of the cost proposal suffice?

As per Section H. of the RFP, "One original (clearly identified as such) and 5 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than 10:30 AM on March 16, 2020."

Question 6.

Is this a core-only bid or are you also looking for math supplemental materials?

We would prefer a program that has built in intervention supports. Any supplemental materials not included with the core program should be viewed as an "add on" and priced separately.

Question 7.

The RFP provides the number of teachers and students in aggregate for grades K-5, is a breakdown by grade available? Is there a timeframe for review and approval for a July 1, 2020 contract? Is there a specific timeframe from the district for implementation training of staff?

The projected enrollment is listed below and may require minor adjustments at the time of contract. The committee would like to make a selection by the end of April. Teacher training would occur August 23-24. Elementary coaches and teacher-leaders could participate in training sooner.

2020 projected	Student	Teacher
K	1540	90
1	1540	76
2	1550	74
3	1500	71
4	1460	63
5	1480	58
	9070	432

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

Curriculum Associates

Waterbury Public School District, CT

6/29/2020 | 1YR Print, i-Ready & PD Annual Purchase Option

i-Ready Site Licenses, Math: Purchase Annually, 1 Year Pricing Shown

Description	Quantity	Unit Price	Disc	Disc. Price	Total YR 1	Total YR 2	Total YR 3	Total YR 4	Total YR 5	Total YRs 1-5
<200 Students	1	\$ 4,340.00	10%	\$ 3,906.00	\$ 3,906.00	\$ 3,906.00	\$ 3,906.00	\$ 3,906.00	\$ 3,906.00	\$ 19,530.00
201-350 Students	4	\$ 7,350.00	10%	\$ 6,615.00	\$ 26,460.00	\$ 26,460.00	\$ 26,460.00	\$ 26,460.00	\$ 26,460.00	\$ 132,300.00
351-500 Students	11	\$ 10,460.00	10%	\$ 9,414.00	\$ 103,554.00	\$ 103,554.00	\$ 103,554.00	\$ 103,554.00	\$ 103,554.00	\$ 517,770.00
501-800 Students	5	\$ 12,320.00	10%	\$ 11,088.00	\$ 55,440.00	\$ 55,440.00	\$ 55,440.00	\$ 55,440.00	\$ 55,440.00	\$ 277,200.00
801-1200 Students	0	\$ 15,840.00	10%	\$ 14,256.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1201+ Students	0	\$ 17,710.00	10%	\$ 15,939.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total i-Ready Purchase					\$ 189,360.00	\$ 189,360.00	\$ 189,360.00	\$ 189,360.00	\$ 189,360.00	\$ 946,800.00

Totals Below Are Estimations. Final Totals Subject to Quantities/Items Purchased

Ready Classroom Mathematics K-5: Purchase Annually, 1 Year Pricing Shown

Description	Quantity	Unit Price	Disc	Disc. Price	Total YR 1	Total YR 2	Total YR 3	Total YR 4	Total YR 5	Total YRs 1-5
Student Worktext w/ Digital Access	9070	\$ 23.00	15%	\$ 19.55	\$ 177,318.50	\$ 177,318.50	\$ 177,318.50	\$ 177,318.50	\$ 177,318.50	\$ 886,592.50
Teacher Guide w/ Digital Access	414	\$ 440.00	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discourse Cards and/or Cubes	414	\$ 7.00	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Core Implementation Support Services	21	\$ 1,500.00	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Book Purchase					\$ 177,318.50	\$ 177,318.50	\$ 177,318.50	\$ 177,318.50	\$ 177,318.50	\$ 886,592.50
Total Annual Book and i-Ready Purchase Per Year					\$ 366,679	\$ 366,678.50	\$ 366,678.50	\$ 366,678.50	\$ 366,678.50	\$ 1,833,392.50

Professional Development: Purchase Annually, Year 1 Shown

Description	Quantity	Unit Price	Disc	Disc. Price	Total YR 1	Total YR 2	Total YR 3	Total YR 4	Total YR 5	Total YRs 1-5
Prof. Dev. Custom Webinar	144	\$ 500.00	N/A	\$ 500.00	\$ 72,000.00					
Total					\$ 72,000.00					
i-Ready + Ready Classroom + PD 1YR Total					\$ 438,678.50					

Notes

10% volume discount applied to i-Ready site licenses based upon purchase of 21 site licenses.
 15% blended learning discount applied to student worktexts with digital access.
 Unit pricing held for 5 years. Final totals subject to change based upon quantities purchased.
 Classroom teacher materials provided no charge per 1:25 ratio. Print teacher materials shipped in YR1 only, reshipped only if new copyright is released.
 Final pricing and totals subject to change based upon quantities purchased, and any applicable volume discounts that may be applied.
 Site licenses based upon total K-8 enrollment at a single school site.
 Professional development is required for all years of implementation.
 Shipping costs included in the student bundle price.
 Tax, if applicable, is not shown.



March 12, 2020

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

RE: Elementary Mathematics Curriculum, RFP 6591

Dear Mr. McCaffery:

In response to the City of Waterbury's (City's) Request for Proposal seeking an elementary mathematics curriculum for grades K–5, Curriculum Associates, LLC (Curriculum Associates) proposes a solution that includes the print *Ready® Classroom Mathematics* program together with online *i-Ready® Personalized Instruction*. Since the *i-Ready Assessment* and *Personalized Instruction* programs (formerly known as *i-Ready Diagnostic and Instruction*) are already in use in the City, purchase of the solution offered here will mean that the City will no longer need to purchase *i-Ready* as a stand-alone resource. This will translate into cost savings for the City, as reflected in the Cost Proposal portion of this submission.

Ready Classroom Mathematics for grades K–5 is our blended core curriculum. *i-Ready Personalized Instruction*, when added to *Ready Classroom Mathematics*, provides personalized instructional resources and online lesson modules targeted to each student's specific needs. Together, these programs provide—in both print and digital formats—effective core mathematics instruction, assessment, differentiation, and personalized learning resources for students in grades K–5. The programs are housed on one integrated platform, making assessment and differentiation easier for teachers.

Ready Classroom Mathematics empowers all students to own their learning through discourse-based instruction that embodies the true intent and demands of the college- and career-ready standards. Purposeful data drives instruction, while providing support to teachers as they facilitate meaningful mathematical discourse. The program is engaging for all learners and manageable for teachers.

The adaptive *Diagnostic* (K–12), built into the *Ready Classroom Mathematics* program, is a valid and reliable online assessment that diagnoses student needs and abilities, providing an overall score as well as information per domain and to the sub-skill level. The assessment is given three times each school year—at the beginning, middle, and end of the year. Results from the *Diagnostic* yield a recommended list of resources and lessons for each student and instructional group. Teachers receive detailed reports, including the Prerequisites report, which identifies students' understanding of prerequisite concepts needed for each unit of *Ready Classroom Mathematics* and expedites the teacher's ability to begin classroom education and differentiate as needed, equipped with accurate and up-to-date data. These reports also connect to targeted resources that support teachers in helping students strengthen the skills and concepts across the unit.

Beyond the *Diagnostic*, optional *Standards Mastery* assessments are also available in the system and have been in use in the City. These fixed-form assessments for grades 2–8 allow the City to assess mastery of the standards just covered in class; the City can choose to assess individual standards or groups of standards.

In lieu of *Standards Mastery*, educators can opt to use *Ready Classroom Mathematics'* Digital Comprehension Checks—which also provide an alternative to print-based Lesson Quizzes and Mid-Unit and Unit Assessments—using a variety of rigorous questions and item types. These premade, automatically scored assessments are comparable to the premade print assessments, and educators can customize Comprehension Checks by adding or removing items.

Easy-to-use, *i-Ready Personalized Instruction* helps educators pinpoint areas where students need instruction and provides support and resources to deliver that instruction in whole-class, small-group, and individual settings. Based on the results of the *Diagnostic*, *i-Ready Personalized Instruction* automatically places students into online instruction customized to their placement levels. Lessons provide a consistent best-practice lesson structure and build conceptual understanding, in addition to being engaging and fun for learners of all levels. The lessons reflect a natural progression: skills learned in earlier lessons inform the foundation for lessons that follow. The modules include explicit instruction, guided practice, and a short quiz for progress monitoring purposes.

Of note, while the focus of this response is grades K–5, the *Teacher Toolbox*—already in use in some City schools—provides online access to grades K–8 materials, and *i-Ready* lessons are personalized to each student based on the *Ready Classroom Mathematics Diagnostic* performance. Therefore, if a student is performing below or above grade level, additional digital instruction and other resources will meet each student in their zone of proximal development, offering the support that the student needs to advance.

Ready Classroom Mathematics and *i-Ready* are aligned with Common Core State Standards (CCSS), and a linking study provides evidence of the correlation between the adaptive *Diagnostic* and the Smarter Balanced assessment (SBA).

In support of the diverse population in Waterbury, our proposed programs also provide robust support for English language learners (ELLs). *Ready Classroom Mathematics* features such as Language Objectives, Language Expectations charts, Language Development Differentiated Instruction charts, Community and Cultural Responsiveness, and multiple aspects of the Try-Discuss-Connect instructional routine make ELL support a routine part of units and lessons. The *Diagnostic* assessment for mathematics is available in Spanish, and embedded *i-Ready* features such as Vocabulary Support, modeling with peer conversations, and audio and graphic support ELLs.

Opportunities for intervention abound throughout our proposed programs. For example, *Ready Classroom Mathematics* features, including Connect It questions, Ask/Listen for questions, and the Lesson Quiz (print) or Comprehension Check (digital), provide regular opportunities to assess student understanding and skills. Hands-On Activities, Visual Models, Additional Practice, and Unit Games within the units/lessons provide opportunities to support struggling learners. Automatically generated reports in the *i-Ready* system inform educators about student-specific learning needs that can be addressed in the classroom (in addition to the automated personalized learning path reflected in online *i-Ready Personalized Instruction* lessons). Several reports suggest online *Tools for Instruction* lesson plans to address below-level student performance.

Both *Ready* and *i-Ready* meet Every Student Succeeds Act (ESSA) criteria. An impact evaluation of the blended core mathematics program for elementary grades (the *Diagnostic*, *i-Ready Personalized Instruction*, and *Ready Mathematics*—the foundation for *Ready Classroom Mathematics*) by the third-party research firm, Human Resources Research Organization (HumRRO) concluded that student participation in the *Ready Mathematics* blended core curriculum resulted in higher student-level achievement in mathematics, as measured by the *Diagnostic*, compared with a control group of students using only the *Diagnostic*. This study met ESSA Level 2 criteria. Additional studies of *Ready Mathematics* and *i-Ready* alone have yielded similar positive findings and have also met ESSA Levels 2 and 3 criteria.

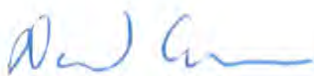
Ready print materials and/or the *Teacher Toolbox* are being used by more than 3,200 districts and more than 12,500 schools across the country. Seven and a half million students are using *i-Ready*. Teachers are saving time and are administering instruction that is proven to make a difference. Students are engaged in their learning and feel empowered to contribute to their own and others' experiences in the classroom and beyond.

Curriculum Associates has more than 50 years of experience in making classrooms better places for teachers and students. Our research-based programs strive to give every student an equal opportunity to learn and grow academically, and we continuously refine these programs based on user feedback and results. We strive to empower teachers—the bridge between our programs and classroom success—with the tools and resources they need to accelerate student growth. At Curriculum Associates, we want to go beyond improving test scores—we want to inspire teachers to be intentional and purposeful in their planning through valid and reliable data and targeted, best-practice instructional resources that truly yield learning gains for diverse learners.

We are confident that our blended assessment and instruction solution—backed by our comprehensive professional development and support—will ensure the City's students and staff receive the resources and support they need to succeed.

This proposal is valid until December 31, 2020. We acknowledge receipt of Addendum 1 on March 9, 2020. Our clarifications and exceptions document is included in Section 6 of the proposal, as prescribed by the RFP. For additional information about our proposal or to arrange a presentation, please contact Michelle Frazier, Associate Vice President of Bids and Proposals, by phone at 603.200.0077, or by email at RFPs@cainc.com. On behalf of Curriculum Associates, thank you for your review and consideration of our submission.

Sincerely,



David Caron
Chief Financial Officer
Curriculum Associates, LLC

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Executive Summary

In response to the City of Waterbury's (City's) Request for Proposal seeking an elementary mathematics curriculum for grades K–5, Curriculum Associates, LLC (Curriculum Associates) proposes a solution that includes the **print Ready® Classroom Mathematics** program together with **online i-Ready® Personalized Instruction**. Since the *i-Ready Assessment* and *Personalized Instruction* programs (formerly known as *i-Ready Diagnostic and Instruction*) are already in use in the City, purchase of the solution offered here will mean that the City will no longer need to purchase *i-Ready* as a stand-alone resource. This will translate into cost savings for the City, as reflected in the Cost Proposal portion of this submission.

This Executive Summary provides background information on Curriculum Associates and on the proposed programs, with a high-level overview of program components, how they are designed to work together, and supporting evidence. The proposal provides more granular detail on our experience and capabilities in Section 2 (Experience, Expertise and Capabilities, page 1), on the program components in Section 3b (Solution Overview portion, page 17), and on supporting evidence in Section 7 (Additional Data, page 58).

About Curriculum Associates

Curriculum Associates has **more than 50 years of experience** in making classrooms better places for teachers and students. We publish core curriculum for grades K–8 mathematics, as well as supplemental instruction and intervention for grade levels K–8 English language arts (ELA)/reading and mathematics and grades 2–5 writing; reading/ELA and mathematics assessments for students in K–12; and early childhood and Special Education inventories and screens for children birth through high school.

Our **research-based, best-practice programs** strive to give every student an equal opportunity to learn and grow academically, and we continuously refine these programs based on user feedback and results. We strive to empower teachers—the bridge between our programs and classroom success—with the tools and resources they need to accelerate student growth. Together with our school community partners nationwide, we are making equitable learning programs a reality—raising the bar and making it reachable.

Our commitment to service is evident in our employee makeup, with **more than 40 percent of team members working in dedicated service roles** to support educators who use our products. Our sales, account management, and professional development teams work together seamlessly, building strong customer relationships that support educators' success. Our **award-winning service and technical support** drive tremendous loyalty and contribute to a renewal rate well above 90 percent.

Our Proposed Programs

Ready Classroom Mathematics for grades K–5 is our **blended core curriculum**. Our proposal for *Ready Classroom Mathematics* includes *i-Ready Personalized Instruction*, which, when added to *Ready Classroom Mathematics*, provides **personalized instructional resources and online lesson modules** targeted to each student’s specific needs. Together, these programs provide—in both print and digital formats—effective core mathematics instruction, assessment, differentiation, and personalized learning resources for students in grades K–5. The programs are housed on **one integrated platform**, making assessment and differentiation easier for teachers.

A Summary of Key Program Benefits

Ready Classroom Mathematics and *i-Ready* are **aligned with Common Core State Standards (CCSS)**, and a linking study provides evidence of the **correlation between the adaptive *Diagnostic*** (built into *Ready Classroom Mathematics*) and the **Smarter Balanced assessment (SBA)**.

In support of the diverse population in Waterbury, our proposed programs **provide robust support for English language learners (ELLs)**. For example, features such as Language Objectives, Language Expectations charts, Language Development Differentiated Instruction charts, Community and Cultural Responsiveness, and multiple aspects of the Try-Discuss-Connect instructional routine embedded in *Ready Classroom Mathematics* make ELL support a routine part of units and lessons. The *Diagnostic* assessment for mathematics is available in Spanish, and embedded features such as Vocabulary Support, modeling with peer conversations, and audio and graphic support ELLs.

Opportunities for intervention also abound throughout our proposed programs. For example, *Ready Classroom Mathematics* features, including Connect It questions, Ask/Listen for questions, and the Lesson Quiz (print) or Comprehension Check (digital), provide regular opportunities to assess student understanding and skills. Hands-On Activities, Visual Models, Additional Practice, and Unit Games within the units/lessons provide opportunities to help struggling learners. Automatically generated reports in the *i-Ready* system inform educators about student-specific learning needs that can be addressed in the classroom (in addition to the automated personalized learning path reflected in online *i-Ready Personalized Instruction* lessons). Several reports suggest online *Tools for Instruction* lesson plans to address below-level student performance (as well as on and above level performance).

Both *Ready* and *i-Ready* **meet Every Student Succeeds Act (ESSA) criteria**. An impact evaluation of the blended core mathematics program for elementary grades (the *Diagnostic*, *i-Ready Personalized Instruction*, and *Ready Mathematics*—the foundation for *Ready Classroom Mathematics*) by the third party research firm, Human Resource Research Organization (HumRRO) concluded that student participation in *Ready Mathematics* Blended Core Curriculum resulted in higher student-level achievement in mathematics, as measured by the *Diagnostic*, compared with a control group of students using only the *Diagnostic*. This study met ESSA Level 2 criteria. Additional studies of *Ready Mathematics* and *i-Ready* alone have yielded similar positive findings and have also met ESSA Levels 2 and 3 criteria.

Ready Classroom Mathematics

Ready Classroom Mathematics empowers all students to own their learning through **discourse-based instruction** that embodies the true intent and demands of the college- and career-ready standards. Purposeful data drives instruction, while providing support to teachers as they facilitate meaningful mathematical discourse. The program is engaging for all learners and manageable for teachers.

Lessons in the *Student Worktext* are designed to ensure deep conceptual understanding by providing students an opportunity to examine topics in depth and make connections across strategies during discussion with classmates. Each lesson provides multiple entry levels, activities, and differentiation points that allow teachers to flexibly address differentiation needs within each lesson.

The *Teacher's Guide* and online Teacher Digital Experience provide educators with the resources and embedded support they need to ensure students develop conceptual understanding, sharpen procedural skills and fluency, and apply their knowledge to solve real-world problems. The **Teacher Toolbox**, with which the City has experience, is part of the Teacher Digital Experience. The *Teacher Toolbox* is a digital collection of K–8 resources that provides teachers with immediate access to all program materials, including detailed lesson plans and digital tutorials for students performing below, on, or above grade level.

Throughout this proposal, we describe or refer to the following student and teacher components of *Ready Classroom Mathematics*. Student resources include:

The print ***Student Worktext*** consists of two sequential volumes organized by units, lessons, and session.

The **Student Digital Experience** provides all student components of *Ready Classroom Mathematics*, including the digital version of the *Student Worktext*, accessibility features (e.g., highlighter, calculator, etc.), a Student Handbook covering Standards for Mathematical Practice (SMPs), the *Family Center*, and the Multilingual Glossary. Here, students can also access their To Do list of digitally assigned content, as well as Digital Math Tools and *Learning Games*.

The ***Teacher's Guide*** (two sequential print volumes) provides everything in one place—planning, instruction, assessment, differentiation, and practice activities.

In addition to the *Teacher Toolbox*, the **Teacher Digital Experience** includes assignable interactive practice, *Diagnostic* reports, and *Learning Games* reports, as well as Unit Flow and Progression Videos and Digital Comprehension Checks and reports.

The adaptive *Diagnostic (K–12)*, which is built into the *Ready Classroom Mathematics* program, is a valid and reliable online assessment that diagnoses student needs and abilities overall and to the subskill level. The assessment is given three times each school year—at the beginning, middle, and end of the year. Results from the *Diagnostic* yield a recommended list of resources and lessons for each student and instructional group. Teachers receive detailed reports, including the **Prerequisites report, which identifies students’ understanding of prerequisite concepts needed for each unit of *Ready Classroom Mathematics*** and expedites the teacher’s ability to begin classroom education and differentiate as needed, equipped with accurate and up-to-date data. These reports also connect to targeted resources to support teachers in helping students strengthen the skills and concepts across the unit.

Assessment Beyond the Diagnostic

Beyond the *Diagnostic* built into *Ready Classroom Mathematics*, which yields the Prerequisites report discussed above (and many other reports), **optional Standards Mastery assessments** are also available in the system and have been in use in the City. These fixed-form assessments for grades 2–8 allow the City to assess mastery of the standards just covered in class; the City can choose to assess individual standards or groups of standards.

In lieu of *Standards Mastery*, educators can opt to use *Ready Classroom Mathematics’ Digital Comprehension Checks*—which also provide an alternative to print-based Lesson Quizzes and Mid-Unit and Unit Assessments—using a variety of rigorous questions and item types, including multiple select, yes/no, true/false, multiple choice, and more. These premade, automatically scored assessments are comparable to the premade print assessments, and educators can customize Comprehension Checks by adding or removing items.

Please also see the *Ready Classroom Mathematics Overview Brochure* in Appendix C of this proposal.

i-Ready Personalized Instruction

As your classroom educators are aware, *i-Ready Personalized Instruction* is easy to use and **helps educators pinpoint areas where students need instruction and provides support and resources** to deliver that instruction in whole-class, small-group, and individual settings. Based on the results of the built-in *Ready Classroom Mathematics Diagnostic*, *i-Ready Personalized Instruction* automatically places students into online instruction **customized to their placement levels**.

i-Ready Personalized Instruction provides interactive lessons allowing students to work independently at their individual instructional levels. Robust real-time reports provide an action plan for teacher-led instruction, including *Ready Classroom Mathematics* lessons. *Personalized Instruction* lessons provide a **consistent best-practice lesson structure** and build conceptual understanding, in addition to being engaging and fun for learners of all levels. The **lessons reflect a natural progression**: skills learned in earlier lessons inform the foundation for lessons that follow. The modules include explicit instruction, guided practice, and a short quiz for progress monitoring purposes.

Personalized Instruction **design principles** include letting students dive right into the subject matter, as starting a lesson with a challenge engages students far more than passive instruction. The program provides strategic scaffolds that help students access what they are learning and empower them to take ownership. It also encourages productive struggle, which allows for failure but provides a path to success. Many of our newest lessons feature a more responsive approach, in that more lessons now adjust pacing to meet individual learning needs. With responsive instruction, students get support when they need it, and advance more quickly through the lesson when they demonstrate mastery.

Together, the *Ready Classroom Mathematics* core program and *i-Ready Personalized Instruction* provide a **proven effective and comprehensive mathematics solution** for students. Of note, while the focus of this response is grades K–5, the *Teacher Toolbox* provides online access to grades K–8 materials, and *i-Ready* lessons are personalized to each student based on the *Ready Classroom Mathematics Diagnostic* performance. Therefore, if a student is performing below or above grade level, additional digital instruction and other resources will **meet each student in their zone of proximal development**, offering the support that the student needs to advance.

1. Proposer Information

Please provide the following information:

a. Firm Name

Curriculum Associates, LLC (Curriculum Associates)

b. Permanent main office address

153 Rangeway Road, N. Billerica MA 01862

c. Date firm organized.

1969

d. Legal Form of ownership. If a corporation, indicate where incorporated.

Limited liability company

e. How many years have you been engaged in services you provide under your present name?

Curriculum Associates was founded in 1969 and under this name publishes core curriculum for grades K–8 mathematics, as well as supplemental instruction and intervention for grade levels K–8 English language arts (ELA)/reading and mathematics and grades 2–5 writing; reading/ELA and mathematics assessments for students in K–12; and early childhood and Special Education inventories and screens for children birth through high school.

f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

In this section we provide brief biographies of the key members of our Executive Leadership team, and a project-specific organizational chart. Under Section 2. Experience, Expertise and Capabilities beginning on page 1, we provide the specific Project Team for our core math implementation in the City.

Key Executive Leadership Team Members

Rob Waldron, Chief Executive Officer, joined Curriculum Associates as President in 2008 and became CEO in 2009, bringing leadership experience from both the for-profit and nonprofit education worlds. He runs the company with a long-term focus, upholding the founding mission to improve classrooms everywhere. Under his leadership, revenues have surged, making Curriculum Associates one of the nation's fastest growing K–12 education publishing companies.

Prior to joining Curriculum Associates, Rob served as CEO of Jumpstart, a national nonprofit preparing preschoolers from low-income backgrounds for success, and as CEO of Score Learning, a unit of Kaplan Education. Rob also served as an operating executive at private equity firm Berkshire Partners.

A Pahara-Aspen Education Fellow, Rob's mission-driven passion has earned him recognition as a Fast Company Top 25 Social Entrepreneur and World Economic Forum Young Global Leader. Rob served as a Fellow at Harvard's Kennedy School and is on the boards of The Fessenden School and Van Pool, a transportation provider for students with special needs. He received his B.A. from Northwestern University and M.B.A. from Harvard University.

Katie Nicholson, Senior Vice President of Digital Product, joined Curriculum Associates in 2009 and since then has served in several roles to support product strategy and development efforts. In her current role, she drives strategic direction and oversight of Curriculum Associates' digital assessment and instruction platforms. Additionally, Katie sets the research agenda, with a focus on delivering efficacy research that supports the superior outcomes associated with both assessment and instructional programs. She guides research activities to ensure strong validity and reliability of assessment products. Prior to her current role, Katie served the company as Vice President of BRIGANCE Products, Director of BRIGANCE Products, and Vice President of Assessment. Before joining Curriculum Associates, Katie served as Case Team Leader at the Bridgespan Group, a nonprofit strategy consulting firm, where she worked with a number of leading education and philanthropic organizations to support their efforts to address pressing strategic issues. She also served as Senior Director of External Affairs at Jumpstart for Young Children, a national early education nonprofit organization. Katie began her career in management consulting at Bain & Company. She has her M.A. in Education and M.B.A. from Stanford University, as well as a B.A. in Psychology from Amherst College.

Woody Paik, Senior Vice President of Sales, leads Curriculum Associates' partnership and sales teams. He works closely with districts and schools—from across the country—that are implementing blended-learning models, standards-based curriculum, adaptive diagnostics, and online instruction. Prior to joining Curriculum Associates, Woody led two business units for the Corporate Executive Board's research and consulting services. In that capacity, he provided online services, research, and quantitative analysis to a network of more than 2,000 leaders of sales and marketing, and worked to launch a new business unit that delivered strategic salesforce consulting services.

For Accenture's consulting practice, he served as Strategy Consultant, implementing technology solutions. Before joining the business sector, Woody taught English literature to secondary students in Connecticut. He earned a B.A. in Literature from University of Pennsylvania and an M.B.A. from Columbia Business School.

Steven Hayes, Senior Vice President, Implementation and Support, leads the Technical Support, Implementation Support, and Professional Development teams at Curriculum Associates. Prior to this role, Steve served as our Vice President of Digital Products, overseeing the customer-facing aspects of our digital products, including the *Diagnostic*. Steve brought a strong background in educational publishing to Curriculum Associates when he joined our team in 2009.

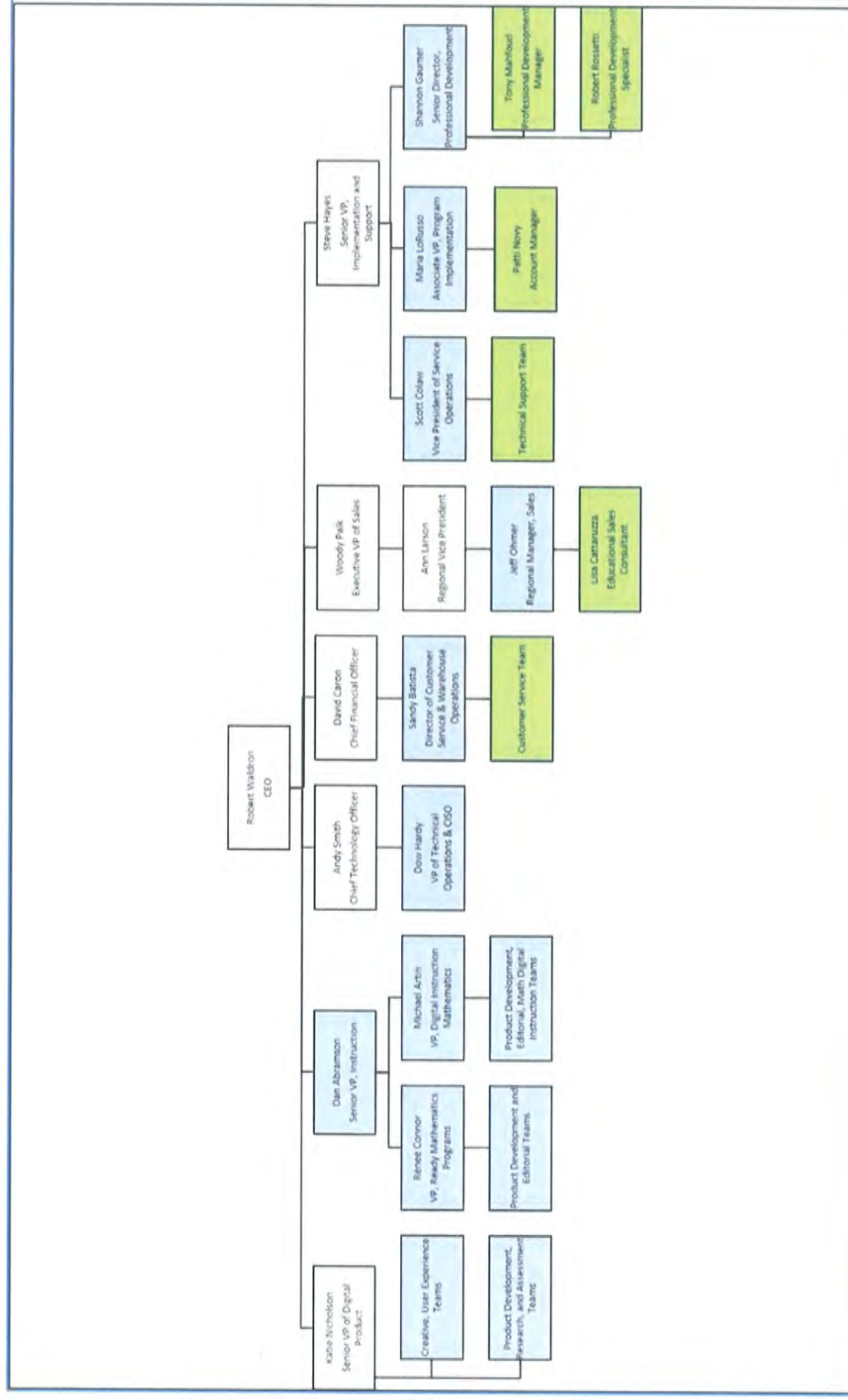
Steve began his career in educational publishing at Holt, Rinehart, and Winston Publishers in the Editorial Group, developing market-leading programs for secondary students. He later moved to Riverside Publishing, where he directed a staff in the delivery and support of high-stakes and formative testing programs. He subsequently served as Vice President of Publishing Technology at Houghton Mifflin Harcourt (HMH), where he developed and implemented systems to streamline the publishing process and help to customize programs to fit customer needs. Steve holds Bachelor's and Master's degrees from the University of Texas at Austin.

Dan Abramson, Senior Vice President, Instruction, designs, produces, and launches our innovative, interactive and engaging instructional solutions. He has a distinguished record of leading all aspects of product development from ideation through delivery, along with his collaborative leadership duties. He has served as the Senior Vice President of Instruction for us for nearly three years, having earned experience at HMH, where he was an SVP in Product Management Platform and Application Strategy. Prior to his tenure there, he was an SVP at Scholastic and a VP of Product Development at Edgenuity, Inc. Dan has his BA in History from Denison University and his MA in Secondary Education from Western Washington University.

Michael Artin, Vice President of Digital Instruction. As a seasoned leader with more than 25 years of experience building and managing organizations in technology and media, Michael is adept at creating business plans, establishing organizational processes to enact those plans, and defining criteria to measure progress and success. Since joining Curriculum Associates, Michael has led the digital instruction team for mathematics. He and the team have introduced innovations in instructional design, informed by research-driven design principles and guided by data on student use. He has an extensive background in product development and a deep understanding of software and systems and has demonstrated success in large companies and start-ups, in both the consumer and educational markets—such as Amplify, where he was the Vice President of the Math Department. He also worked as the Director of Instructional Design and Technology, K–12 Math, at Pearson Education.

Renee Connor, Vice President, Ready Mathematics Programs. As the Vice President of *Ready Mathematics* Programs, Renee will support the District with questions pertaining to our product development process or questions about the rationale behind product decisions. She oversees the development of our core and supplemental mathematics programs and leads both the product development and product management teams. Renee also served as our Associate Vice President of Mathematics, Associate Vice President of Marketing, and Mathematics Product Director. Prior to Curriculum Associates, Renee was the Director of Mathematics Product Management at Pearson, the STEM Grant Coordinator at Miami-Dade College, and a Curriculum Specialist and Mathematics Teacher at Miami-Dade Public Schools. Renee has a B.A. in Mathematics and an M.A. in Mathematics Education from Wayne State University.

The following organizational chart shows the reporting relationships of key staff members:



2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus

A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

Founded in 1969, Curriculum Associates is on a **mission to make classrooms better places for teachers and students** through our world-class products and customer-acclaimed service. We believe the role of an education company is to help students and teachers succeed, and this dedication has defined our vision and driven our company growth. As a **pioneer in the educational technology industry**, we have learned—through working hand-in-hand with our partner districts and state departments of education—that an **ethical, long-term, focused company** is the one that will drive the best results.

We develop **research-based, best practice programs** to give every student an equal opportunity to learn and grow academically, and then continuously refine those programs based on user feedback and results. We believe teachers are the bridge between our programs and classroom success, so we strive to empower them with the tools and resources to accelerate student growth. Together with our partners in school communities nationwide, we are making **equitable learning programs** a reality—raising the bar and making it reachable.

Our people-first commitment to service extends to our stakeholders at every level, from the passionate, talented employees within our organization to the communities in which we operate. We hold ourselves to high standards, with six simple yet powerful **values guiding our teams' decisions and interactions**:

- We measure ourselves by the impact we have on teachers and students, not by the size of our pocketbooks.
- The quality of our service is as important as the quality of our products.
- We embrace all and are committed to building an inclusive, diverse culture.
- We lead with integrity in everything we do, ensuring every action by every employee every day could appear on a newspaper cover.
- We say it like it is, with grace.
- We are high in confidence, but keep our egos low.



Providing educators with world-class training and support at every step of our journey together is our top priority. Our commitment to service is evident in our employee makeup, with more than 40 percent of **team members working in dedicated service roles to support educators** who use our products. Our sales, account management, and professional development teams work together seamlessly, building strong customer relationships that support educators' success.

Our award-winning service and technical support drive tremendous loyalty and contribute to a renewal rate well above 90 percent. Awards for Curriculum Associates' programs—and the company overall—are listed at <https://www.curriculumassociates.com/about/awards>.

Our Philosophy

We imagine mathematics classrooms with a **focus on thinking and reasoning**. We imagine mathematics instruction that is **accessible and equitable**. We imagine a place where **learners are doing most of the talking** and **teachers are consistently providing high-impact tasks and opportunities** to collaboratively problem solve. Only then will students become strong, independent thinkers and active contributors in mathematics conversations. Engaged mathematicians thrive when:

- Research-based mathematics routines are integrated into instruction.
- Problems with real-world application are at the heart of each lesson.
- The teacher facilitates and encourages active student questioning and discussion.
- Students at all levels of language proficiency are given opportunities to listen, speak, read, and write about mathematics.



Our Solution

Built on the foundation of *Ready Mathematics*—first released in 2012 and highly rated by EdReports.org—comes *Ready Classroom Mathematics*, a blended mathematics program using a **discourse-based instructional routine to build strong mathematical habits in students**. This innovative program encourages student ownership of learning, provides a unique approach to practice, and connects formative data in a way that helps teachers know their students at a much deeper level as they address each student's learning needs. *i-Ready Personalized Instruction* provides **personalized instructional resources and online lessons** designed to address to each student's specific needs. Together, *Ready Classroom Mathematics* and *i-Ready Personalized Instruction* provide proven-effective core mathematics assessment, instruction, differentiation, and personalized learning resources for students in grades K–5.

B. Summary of Relevant Experience

A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Due to contractual obligations, it is our corporate policy not to provide a list of projects. While we cannot share a list of all of our projects in the past three years due to customer privacy, we do include in this section an overview of our programs' usage nationwide and in Connecticut, contact information for client references, and summaries of case studies that demonstrate our relevant experience and expertise.

Curriculum Associates has the qualifications set forth in Section B on page 1 of the RFP:

- Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
- A proposer with a proven track record in providing these types of or similar services for municipal governments.
- Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
- Expertise in conducting timely, evidence-based research supporting the instructional program and correlation of assessments.

Now in our fifth decade of service to K–12 educational institutions, Curriculum Associates has the **staff and resources needed to ensure the successful implementation** of our core mathematics curriculum in the City. **The City has implemented the *Diagnostic*, and many schools also use *i-Ready Personalized Instruction* and *Ready Mathematics*** (the precursor to *Ready Classroom Mathematics*) via the *Teacher Toolbox*. We look forward to expanding our partnership with the City.

Curriculum Associates has worked with urban, suburban, and rural schools in all 50 states. **In the past few years, more than 60 percent of U.S. school districts have purchased a program or service from Curriculum Associates.** Our proposed solution embodies our commitment to equitable education; our products have had a profound impact on student learning across the nation. Below we highlight our experience in providing *Ready*, the *Teacher Toolbox*, and *i-Ready*.

Ready and the Teacher Toolbox

- *Ready* print materials and/or the online *Teacher Toolbox* are being used by more than 2500 districts and more than 12,000 schools across the country.
- *Ready Mathematics*—the program upon which *Ready Classroom Mathematics* is founded—is a **highly-rated program by EdReports.org**, an independent nonprofit that delivers evidence-based reviews of instruction material. After an extensive review by expert educators, *Ready Mathematics* (©2017) met all criteria at every grade level with a “green” rating across all of EdReports.org’s three gateways: Focus and Coherence, Rigor and Mathematical Practices, and Usability. To see the full report, visit <https://www.edreports.org/math/ready/index.html>.
- There are currently more than 320,000 active *Teacher Toolbox* teacher users.
- On average, 18,000 educators per day log in to the *Teacher Toolbox*.
- *Teacher Toolbox* users downloaded/viewed this resource’s educational content (PDFs and Interactive Whiteboard Lessons) 16.5 million times last year.

i-Ready

- Curriculum Associates released the award-winning *i-Ready* in the summer of 2011. Since then, we have provided the program to urban, suburban, and rural schools in all 50 states.
- **More than seven and a half million students** across the country currently benefit from *i-Ready* . Since January 2018, more than 2,200 school districts representing more than 13,900 schools have purchased the program (excluding pilots).
- Approximately **1.1 million students across 36 Council of the Great City Schools’ (CGCS) districts** use *i-Ready* . While student demographics in *i-Ready* are provided voluntarily by our partner districts, based on the more than 50 percent of reported student characteristics for this population, we observe that 42 percent of those users are Hispanic, 36 percent are African American, 19 percent are ELLs, and 18 percent are Special Education students.
- As of January 2018, approximately 18 percent of K–8 children in the United States use *i-Ready* .

Client References

The following tables include contact information for three client references from school districts whose educators and students have benefited from our products and services. The educators listed below will attest to Curriculum Associates' first-rate products, comprehensive professional development, and responsive customer support.

West Hartford Public Schools	
Contact Person	Monique Albani-Ethier, Math Department Supervisor
Address	50 South Main St, West Hartford, CT 06107
Contact's Phone	860.929.5147
Email	Monique_albani-ethier@whps.org

Stratford Public Schools	
Contact Person	Harold Greist, Coordinator STEM
Address	1000 East Broadway, Stratford, CT 06615
Contact's Phone	203.385.4219
Email	greisth@stratk12.org

Warwick Public Schools, Rhode Island	
Contact Person	Wendy Amelotte, Assistant Superintendent
Address	69 Draper Avenue, Warwick, RI 02889
Contact's Phone	401.734.3100
Email	Wendy.Amelotte@warwickschools.org

Case Studies

In addition to our client references, in this section we provide **client stories highlighting the success that school districts with similar challenges are realizing** with the use of *Ready* and *i-Ready*. The case studies described here (also known as success stories) are available in Appendix C; all case studies are online at <https://www.curriculumassociates.com/success-stories>.

Stratford Public Schools (SPS), Connecticut

"Very grim." That's how Harold Greist, Coordinator of Math and STEM Education for SPS, describes the situation in mathematics when he began his job in the District back in 2013. Of course, he allows, it was a challenging time nationwide, owing to upheaval created by the new learning standards. Greist personally faced the following:

- **A decade-old curriculum** with no alignment to the Common Core.
- **Poor state test performance in math**, with the percentage of students meeting the SBAC's standards for proficiency ranging from 18 percent to 28 percent in grades 3–6.
- **Achievement in reading far outshining that in math**, as the percentage of students meeting the SBAC's standards for proficiency in reading exceeded those in math by close to 30 percent in grades 4–6, and 10 percent in grade 3.

As a result, he began the search for a new core resource to support a new math curriculum. Following a one-year pilot during which he gathered input from educators and parents, Greist chose to adopt *Ready Mathematics* (the foundational program upon which *Ready Classroom Mathematics* is based) as the core resource for instruction in grades K–6 for the 2014–2015 school year. In 2015, Greist added grades 7 and 8 to Stratford's *Ready Mathematics* implementation.

Conceptual understanding, procedural skill and fluency, and application echo the exact framework for rigor defined by the CCSS. SPS had adopted a definition of mathematical rigor to match that of the state test. Greist appreciated that the *Ready* program came with a robust *Teacher's Guide* and a wealth of lesson-by-lesson instructor support material. He recognized that the *Ready* program would require changes and a new approach:

- Fewer problems, deeper understanding
- Student-centric instruction and discourse
- A new understanding of developmental appropriateness

From teachers using *Ready* with fidelity, I get rave reviews. They love the resources. They love that it's differentiated. They love the student center activities. And they [teachers] don't need to use anything else because it has such rich online materials that can be accessed at home, on their phone—from anywhere."—Math Coach, Grades 3–5

Quantitative Impact of *Ready Mathematics*

For quantitative impacts of the new math curriculum, Greist points to SPS students' improved math proficiency as measured by the SBAC state test. After four years with *Ready Mathematics*:

- Grades 3–6 had increases in the percentage of students meeting or exceeding standards, with third graders—the cohort that had used *Ready* for the largest portion of their schooling—rising from 28 percent to 46 percent, the highest overall performance (Figure 1).
- A ten-point performance gap between reading and math final closed when, for the first time since the implementation of the SBAC, grade 3 math results came in higher than those for reading. In grade 4, a 300-point gap (between reading results and math results) has narrowed to eight.

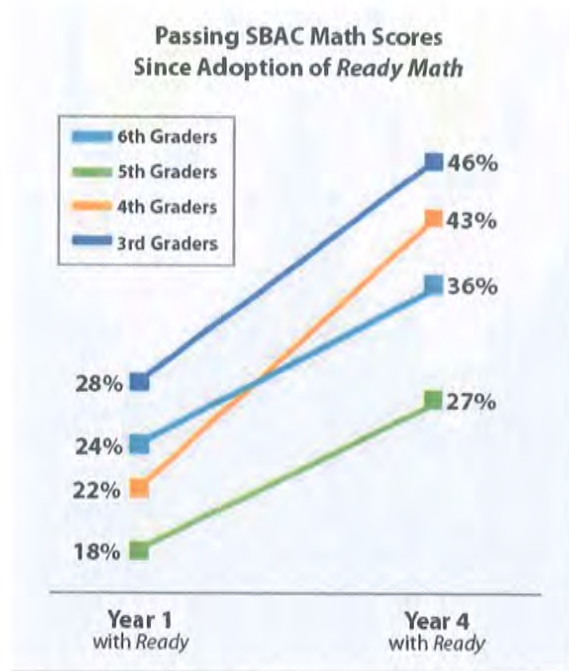


Figure 1. Since adopting *Ready Mathematics*, Stratford Public Schools has realized improved student math proficiency, as measured by the SBAC. The above graph plots this increase.

Further, according to District educators:

- “Students are being asked to present to each other, and that instills confidence.” (Grade 8 teacher)
- “The level of discussion has skyrocketed. Students are able to explain their thinking so much better.” (Grade 3 teacher)
- “We talk about perseverance all the time.” (Grades K–2 math coach)

Miami-Dade County Public Schools (M-DCPS), Florida

Miami-Dade County Public Schools, led by Superintendent Alberto M. Carvalho, is the fourth largest school district in the United States. With 392 schools, the District serves 345,000 students who speak 56 different languages and represent 160 countries.

Superintendent Carvalho is a nationally recognized expert on education transformation, finance, and leadership development, and was named National Superintendent of the Year in 2014. During his tenure, M-DCPS has become one of the nation’s highest-performing urban school systems. In 2012, the District won the Broad Prize for Urban Education, which recognizes districts that have shown major gains in student achievement.

Miami-Dade has made monumental improvements in student achievement, graduation rates, and overall school performance grades. School performance grades, calculated by the Florida Department of Education, are based on 11 components, some of which include learning gains and student achievement on statewide standardized assessments.

When school performance grades were first issued in 1999, 26 M-DCPS schools received a failing grade. The total number of failing schools has since decreased dramatically, from 16 schools in 2015 to only seven schools in 2016. In 2017, the District experienced a historic achievement: not one school in Miami-Dade received an *F* rating.

Many factors have contributed to Miami-Dade's success. One factor is its ability to build a strong data culture throughout the entire District. Ms. Maria Izquierdo, the District's Chief Academic Officer for the Office of Academics and Transformation, highlights how having and using data has enabled M-DCPS to provide more freedom to their teachers: "We need teachers to be the artists of their craft. We don't want them to be spending their days disaggregating data, we want them to use their time to meet their kids where they are. We want to create systems that provide more freedom for them to practice their art."

M-DCPS has built systems and structures to gather, process, and analyze data, allowing teachers and administrators to better understand their students' and schools' needs, and to structure interventions accordingly without having to spend additional time disaggregating data. Ms. Gisela Feild, Administrative Director for Assessment, Research, and Data Analysis, attributes improvement in student achievement to data culture: "By knowing students' weaknesses and what they are struggling with, we can be more targeted with interventions. A strong data culture exposes information to everyone, giving them notice and putting them on alert. They are more aware of everything that is going on with our students and how they can take action."

Having an appropriate and capable technology infrastructure is an essential piece of the foundation of a strong data culture. The steps Miami-Dade took to optimize the use of data included:

- **Redesigning the District's portal to be more teacher driven**, using a color scheme that allows educators to process and understand characteristics about their students quickly. This portal also streamlined data distribution.
- **Purchasing *i-Ready* assessments to replace mid-year assessments and serve as a baseline for the beginning of the year.** Teachers triangulate data to determine if the students need intervention and tier their *i-Ready* usage based on their *Diagnostic* placement and historical data.
- **Adopting *i-Ready Personalized Instruction*** to provide students with a personalized learning path and teachers with data to pinpoint changes in instruction. This tool also enabled them to manage data faster.

Blended Learning Gets Results: Thomas Russell Middle School, Milpitas, CA

As shown in the following graph, students at Thomas Russell Middle School experienced **higher growth in mathematics** (and reading), as compared with other California schools and average U.S. growth.

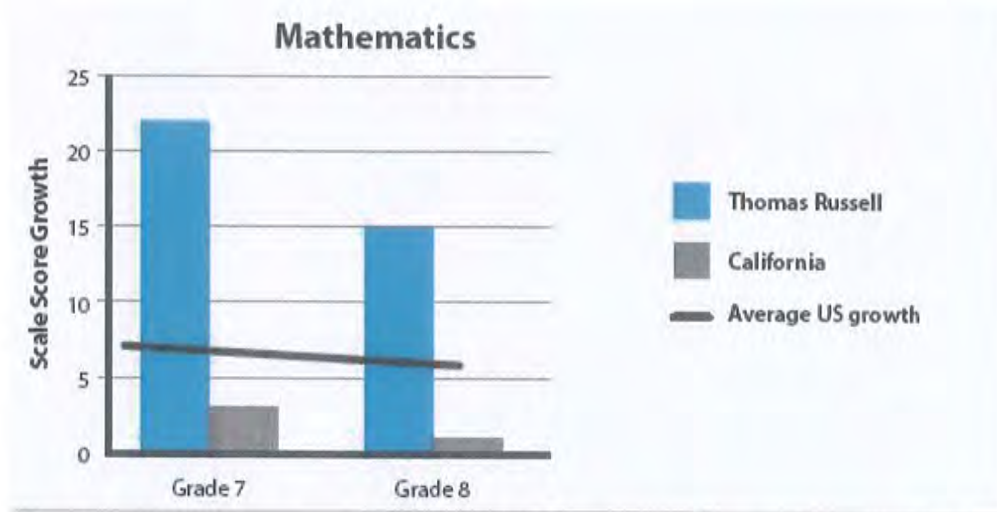


Figure 2. Thomas Russell 7th and 8th grade students, who improved by 22 and 15 scale score points respectively, performed markedly better than state and national averages.

Blended learning is an integral aspect of their approach—as Principal Damon James said, “Every day should be a blended day.” With a student-to-computer ratio of nearly 2:1, students are familiar with technology and understand it can be a powerful learning tool.

Key to Thomas Russell’s success was their emphasis on the importance of setting goals for program usage and progress. For example, James noted, “I asked my teachers to ensure an average of at least one hour per week of online instruction through *i-Ready* for each student.”

Every student was also expected to pass at least two lessons per week; low-performing students had to pass three *i-Ready* lessons each week. Furthermore, teachers and students had a target number of *Ready* lessons to complete each week.

These tangible, quantitative goals set expectations for students and facilitated conversations around the transition to the CCSS. Additionally, data from the programs—particularly grade-level information—allowed teachers to measure progress and adjust goals for all students, especially those with Individualized Education Plans (IEPs). After an initial diagnostic, teachers and students could collaborate to identify appropriate targets and then work toward those goals using both *Ready* and *i-Ready Personalized Instruction*.

Why Teachers love *Ready* and *i-Ready*

Teachers at Thomas Russell appreciated that **they could “view data from *i-Ready* immediately,** instead of having to wait 2–3 weeks,” and that the data provided them with a clear understanding of what to do next. Armed with data they were confident in, teachers could then individualize student instruction with the *Ready* books and the multi-level online resources available in the *Teacher Toolbox*. Larsen commented, “*Ready* was approachable for low-performing students—it taught the concepts in a way that they could understand and allowed students to progress at their own pace.”

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

We include a list of contracts/purchase orders with the City in Appendix B.

c. Personnel Listing

A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual’s qualifications and experience in the subject area.

Curriculum Associates’ strong commitment to client service begins with our top-notch employees. We provide all new and veteran personnel with a robust training regimen, spanning research and development, implementation/case studies, advancing technologies, feature releases, best practices and project management, internal process and customer support, and the foundational corporate mission and vision.

Training and professional development for our employees is ongoing. Our associates have unlimited access to recorded webinars and training videos posted online. Online training begins with New Hire On-Boarding modules—a sampling of which includes *Diving Deeper into Ready*, *Diving Deeper into i-Ready*, and *FERPA Training*. Product and industry training is provided on an ongoing basis to keep staff members up-to-date on our research base, professional development offerings, and assessment and instructional enhancements (online courses include *Assessment Workshop*, *i-Ready K–2 Updates*, *Talking Research*).

Further, all employees are encouraged to attend regular live webinars and frequently can participate in “lunch and learns” and other interactive knowledge-sharing events. These training activities ensure all personnel have the most current product knowledge and are fully equipped to serve our customers. Most importantly, Curriculum Associates promotes a collaborative, team environment in which employees are encouraged to share experience and expertise within and across departments.

Summary Biographies of our Proposed Core Project Team

The City's core math implementation will be supported by a team equipped to provide local onsite support, as well as a team based in our Massachusetts headquarters. Curriculum Associates offers in-house, full-time support, and dedicated account managers to ensure a consistent level of service for our clients.

For this important initiative, we appoint **Patti Novy** as Account Manager. Patti will be supported by our implementation, professional development, technical, and customer service teams. Our project team for the City is well-qualified to ensure a successful implementation. Summary biographies are included below; full confidential resumes are provided in Appendix B.

Depending on the final scope and timing of the implementation, the following personnel may provide direct support or service for this contract or manage their respective teams in providing direct support or service.

Account Management and Regional Support

Patti Novy | Account Manager

Education: B.S., Marketing, SUNY College at Oswego

Patti Novy will assist Waterbury schools with coordination and scheduling of all aspects of program implementation, be the main point of contact for school and District leadership teams, and provide direct support to educators as they use *i-Ready*. She will support the District with setting goals, reviewing data, creating action plans, and answering questions to help make their implementation a success for staff and students.

Before joining Curriculum Associates in 2016, Patti was an Educational Consultant for 10 years, partnering with K–12 districts to provide support for assessments, technology, product pilots, and professional development. Patti brings to her role experience creating successful partnerships between curriculum, operations, and technology groups, and has also designed and implemented interactive professional development programs for teachers.

Lisa Cattaruzza | Educational Sales Consultant

Education: B.S., Management, Fairfield University

Lisa works directly with customers to identify local needs and present effective solutions. She collaborates with teachers and administrators to analyze results data and address the diverse levels and needs in every classroom. Lisa joined Curriculum Associates in 2014; previously, she worked in pre-K–6 textbook and e-product sales for McGraw-Hill Publishers and Harcourt School Publishers/HMH.

Lisa is proficient at business integration analysis—bridging the gap between the technical and non-technical needs of user groups. An experienced consensus builder, she has also created technical support materials and developed technical training modules.

Jeff Ohmer | Regional Manager

Education: M.S., Education and School Administration, Johns Hopkins University

Jeff joined Curriculum Associates in 2018, and has a passion for working with teachers and district leaders to implement systemic change to support the diverse learning needs of students. Previously, he was with McGraw-Hill Education for 15 years, serving in positions including National Manager of the Achievement Solution Group, Senior National Curriculum Specialist, National Consultant, and Consultant Manager. While in these roles, Jeff partnered with service teams and educators to deliver effective professional development solutions to assure successful implementations. Prior to his time at McGraw-Hill, Jeff taught kindergarten and first grade in the Baltimore City Public Schools System. He served as a demonstration teacher for the district and supported teachers in need of additional professional development.

Our experienced team adheres to the philosophy that all children should have an opportunity to succeed in school while engaging in their own achievement and enjoying the learning process. To that end, the company is steadfastly committed to educational research, fostering innovation, and hiring and retaining high-caliber people—making classrooms better places for teachers and students.

Professional Development

Tony Mahfound | Professional Development Manager

Education: M.A., Curriculum and Instruction, University of St. Joseph
B.A., Secondary Education of Mathematics, Western Connecticut State University
6th Year Leadership, Math Educational Leadership, Central Connecticut State University

Tony is the Northeast Professional Development Manager who will be in charge of the professional development for Waterbury. He has been with Curriculum Associates since 2018 and will work with the District to plan and schedule professional development and support a healthy implementation. He works closely with instructional support teams to ensure continual progress toward program implementation. He supports and coaches educational specialists on professional development content and provides support around curriculum and standards. Leadership and healthy implementations are Tony's focus, and he brings the perspective of a leader, teacher, and coach to provide support and guidance to his role.

Shannon Gaumer | Senior Director of Professional Development

Education: M.S., Educational Technology, Azusa Pacific University , B.S., Elementary Education, Bloomsburg University, CLAD Certificate, University of California, Los Angeles

For the Waterbury school district, Shannon will deliver training and onsite support related to *i-Ready* solutions; conduct internal professional development for new hires; and schedule day-to-day team members working with District and school leaders to coordinate training, initial planning, and ongoing support. She will ensure that the City's professional development needs are met and schedule appropriate consultants to work with educators and administrators. She joined Curriculum Associates in early 2016 from Discovery, Inc. (formerly Discovery Communications), where she served in a variety of roles over a span of ten years: Education Field Manager, Independent Consultant, and International Director of Professional Development. Shannon will provide additional training support, as needed, for this program.

Robert Rossetti | Professional Development Specialist

Education: B.S. Secondary Mathematics Education, Central Connecticut State University

As a Professional Development Specialist, Robert will be working directly with Waterbury Public Schools educators. Prior to joining Curriculum Associates, Robert worked as a Mathematics Intervention Teacher, Education Implementation Specialist, and test-prep teacher. In his role as Mathematics Intervention Teacher, Robert co-facilitated the high school's RTI program, collaborated with the math department to develop a new curriculum for the CCSS, and implemented the school's first blended-learning classroom. As an Education Implementation Specialist with Odysseyware, Robert designed and developed professional development and provided implementation support to schools and districts. Robert is focused on building strong relationships with his partner districts.

Implementation Services, Customer Service, Technical Support, and Technical Operations Leadership Team

Implementation Services

Maria LoRusso | Director of Program Implementation

Education: B.A., History, Boston College
M.A., Teaching, and Educational Administration and Supervision, Pace University

Maria will direct the Account Management team as they provide ongoing support to Waterbury Public Schools. Maria has extensive experience coaching teachers to meet ambitious goals for student academic success. She joined Curriculum Associates in 2009. Previously she was a Teach for America Corps member, and then became a Curriculum Specialist, Program Director, and ultimately the National Northwest Evaluation Association Manager for Teach for America. Maria also taught history, global studies, and government in New York City Public Schools.

Technical Support

Scott Colaw | Vice President of Service Operations

Education: B.S., Systems Science and Engineering with a focus on Business and Information Systems, University of Pennsylvania

Scott Colaw will oversee the Technical Support team to ensure responsive, speedy resolution to any technical inquiries from Waterbury Public Schools. He brings with him more than five years of experience in his current role at Curriculum Associates.

Scott provides executive-level support and direction for our Technical Support and Provisioning Data Services teams, who respond to and work on all aspects of our customers' technology experience. He leads technical services and support teams to manage user technology experience, including:

Tier 1: Technical Support providing front-line technical triage and remediation of customer issues;

Tier 2: Technical Support providing senior-level application support and network engineering; and Sales Engineer: Providing customer technical health checks, pre-sales technical reviews and technical training.

He supervises the Provisioning Data Services team for automated provisioning accounts, supporting technical aspects of customer account provisioning, custom data exports and reporting, and single sign-on. Scott coordinates activities with Development & Operations teams to ensure timely reporting, prioritization and resolution of system defects as identified by customers.

Prior to taking the lead at our company, Scott had more than 14 years of experience directing information technology/technical operations services at organizations including Houghton-Mifflin Company and Akibia. His career has spanned more than 30 years in technology, program management, business development, and strategic planning.

Customer Support

Sandy Batista | Director of Customer Service & Warehouse Operations

Education: B.S., Business Administration, Southern New Hampshire University
A.S., Information Technology, Southern New Hampshire University
Logistics Degree Program, Community College of the Air Force

Sandy Batista will oversee Curriculum Associates' customer service team in supporting Waterbury Public Schools. She brings with her the experience of over 10 years in her current role at Curriculum Associates, and seven years as a Customer Service Manager at the company prior to that. Among her many roles, Sandy helps to ensure workflow efficiencies, customer service excellence, and quality assurance. Prior to her work at Curriculum Associates, Sandy had over 12 collective years of experience in corporate positions that prepared her for her current focus, including as Director of Quality Control at Triumph Learning and in Director roles in Operations and IT as well as in Production at Options Publishing. She served in the United States Air Force for 10 years.

Technical Operations

Dow Hardy | Vice President of Technical Operations & Chief Information Security Officer

Education: B.S., Aeronautical Engineering, Massachusetts Institute of Technology
Certified Information Systems Security Professional (CISSP)

Dow Hardy will provide strategic oversight and direction for all Software-as-a-Service operations of i-Ready for Waterbury Public Schools.

He oversees the security and operations of all customer implementations. Dow brings seven years of experience in this role at Curriculum Associates, as well as extensive experience surrounding technology in prior positions.

While Senior Vice President of Product and Technology at DiningIn.com, he developed a next-generation technology suite as a cloud-based SaaS mode, and recruited technology, product, operations, and IT staff. As Senior Vice President of Technology at GameLogic, Inc. for six years, he led all aspects of technology and technical operations and managed a portfolio of nearly 100 granted patents and applications. Dow's extensive experience also includes roles as Vice President of U.S. Operations for Terra Lyco, managing more than 100 technical personnel and Program Manager/System Engineer for Charles Stark Draper Laboratory, which specializes in the design and deployment of advanced technology solutions.

We believe the foundation of our success is four-fold: quality products, engagement of learners, superior customer service, and proven professional development. The City has our commitment that we will bring this winning formula to our support of the core math implementation.

d. Conflict of Interest

Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

Curriculum Associates does not have any conflicts of interest with the City.

3. Statement of Qualifications and Work Plan

a. Qualifications

Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

Curriculum Associates has the experience and capability to effectively implement our core math solution for the City and help prepare students for college- and career-ready expectations. Staying true to our mission and values has allowed us to expand our reach and impact, driving the company to quintuple in size and revenue from 2013 to 2018. **Today we work with 400,000 educators to serve more than eight million students across all 50 states as well as internationally.** With approximately 1,500 full- and part-time and 480 temporary or per-diem highly trained staff members, Curriculum Associates is headquartered in Massachusetts, with satellite offices in Arizona, California, Illinois, Iowa, and New York—plus local representation in Connecticut and nationwide. We meet the qualifications listed in Part B of the RFP.

Since our founding by a team of educators more than half a century ago, we have produced research-based and classroom-proven programs focused on helping educators effectively address the diverse needs of their students. Our impact on classrooms is expanding—not just in our growing number of users, but more importantly in the learning gains these students are seeing.

Educators are seeing remarkable year-over-year gains and expanding program use. Information about our programs' research and efficacy information is available in Appendix D (impact reports and linking study), and online at <https://www.curriculumassociates.com/research-and-efficacy>.

We believe our program renewal rate is the best indicator of overall satisfaction with our software and texts, representing our clients' experience with product quality and efficacy, ease of use, and satisfaction with our service. **Our renewal rate for all customers in 2019 was greater than 90 percent.**

Our corporate focus on customer service requires a keen understanding of the needs of the educators and students we serve. This focus allows us to invest heavily in product development and to respond rapidly to changes in education. In addition to the proposed solution, we are sole-source publishers and providers of *Ready* for reading/English language arts, and writing and the BRIGANCE® Series for Early Childhood and Special Education. For a full product listing, please refer to our website: www.curriculumassociates.com.

The prior sections, Proposer Information and Experience, Expertise and Capabilities, include, respectively, biographies of key members of our Executive Leadership Team and our proposed Core Project Team. Key team member résumés are housed in Appendix B.

b. Work Plan

Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

1. The proposals will include online and print materials for approximately 440 teachers and 9,070 students in kindergarten through fifth grade.

The City is seeking a high-quality, research-based and proven K–5 core mathematics curriculum aligned to the Common Core State Standards (CCSS). To uniquely meet this need, Curriculum Associates is proposing our print, core *Ready Classroom Mathematics* program together with online *i-Ready Personalized Instruction*. Together, these programs provide **cohesive core mathematics instruction, assessment, differentiation, and personalized learning resources to help the City achieve its mission** “to inspire and prepare every student to be successful in and beyond school.”¹

In the Solution Overview section that follows we provide an overview of the key components of the proposed programs and then detail how our proposed program meets the Scope of Services outlined in the RFP. We also include a draft implementation/work plan beginning on page 44.

Solution Overview

Ready Classroom Mathematics for grades K–5 is our blended core curriculum, complete with a two-volume *Student Worktext* with interactive Student Digital Experience and a two-volume *Teacher’s Guide* with Teacher Digital Experience. *i-Ready Personalized Instruction*, when added to *Ready Classroom Mathematics*, provides personalized instructional resources and online lesson modules targeted to each student’s specific needs. Together, these programs provide—in both print and digital formats—effective core mathematics instruction, assessment, differentiation, and personalized learning resources for students in grades K–5. The City has experience using *i-Ready* as well as *Ready*’s digital collection of K–8 resources—the *Teacher Toolbox*.

Ready Classroom Mathematics

Ready Classroom Mathematics empowers all students to **own their learning through discourse-based instruction** that embodies the true intent and demands of the college- and career-ready standards. **Purposeful data drives instruction**, while providing support to teachers as they facilitate meaningful mathematical discourse. The program is engaging for all learners and manageable for teachers.

Lessons are designed to ensure **deep conceptual understanding** by providing students an opportunity to examine topics in depth and make connections across strategies during discussion with classmates. Each lesson provides **multiple entry levels, activities, and differentiation points** that allow teachers to flexibly address differentiation needs within each lesson.

¹ <https://www.waterbury.k12.ct.us/>

The *Teacher's Guide* and online Teacher Digital Experience provide educators with the resources and **embedded support** they need to ensure students develop conceptual understanding, sharpen procedural skills and fluency, and apply their knowledge to solve real-world problems.

The *Teacher Toolbox*, part of the Teacher Digital Experience, provides teachers with **immediate access to all program materials**, including detailed lesson plans and digital tutorials for students performing below, on, or above grade level. While the focus of this response is grades K–5, the *Teacher Toolbox* provides online access to grades K–8 materials, and *i-Ready* lessons are personalized to each student based on the *Ready Classroom Mathematics Diagnostic* performance. Therefore, if a student is **performing below or above grade level**, additional digital instruction and other resources **will meet each student in his or her zone of proximal development**, offering the support that the student needs to advance.

Student resources include:

The ***Student Worktext*** consists of two volumes organized by units, lessons, and sessions:

- **Unit Level:** The beginning of the unit includes a Self Check and Build Your Vocabulary sections; the end of the unit presents Self Reflection, Unit Game, Literacy Connection, Math in Action (grades 2–5), Unit Review, and Vocabulary (grades 1–5).
- **Lesson Level:** There are three different types of lessons (Understand, Strategy, and Math in Action) to help support conceptual understanding, procedural fluency, and application. Multi-day lessons are divided into sessions. Lessons include whole-class instruction, practice, and differentiation opportunities. Pacing guides are included to help educators schedule lessons throughout the year. Family letters are available for every lesson in English and Spanish; they include an activity related to the lesson.
- **Session Level:** Lessons are made up of three types of sessions; Explore, Develop, and Refine.

The ***Student Digital Experience*** provides all student components of Ready Classroom Mathematics:

- The ***Bookshelf*** houses the digital version of the *Student Worktext* and accessibility features such as a highlighter, notepad, calculator, and text-to-speech, as well as the ability to print. The *Bookshelf* also includes access to the Student Handbook, *Family Center*, and the Multilingual Glossary:
 - **Student Handbook:** Includes guidance on the eight mathematical practices (SMPs) that help students to develop habits of mind, a Mathematical Language Reference Tool that provides sentence frames to help students talk and write about mathematics, and 100 Questions that Promote Mathematical Discourse designed to help students share their ideas about mathematics.

- **Family Center:** Helps parents understand what students are learning in class and provides Family Letters (in English and Spanish) that suggest easy activities for students to do at home, to support learning. The *Family Center* also includes Unit Flow and Progression videos showing the flow and progression of the math concepts in each unit. The videos include tips and insights on using the models and making connections.
- **Multilingual Glossary:** Includes translations to key vocabulary terms in Spanish, Haitian Creole, Portuguese, Vietnamese, French, Arabic, Chinese, Russian, Tagalog, and Urdu. Glossaries are also available on the *Teacher Toolbox*, as part of the Teacher Digital Experience.
- **To Do:** Includes digitally assigned content including the *Diagnostic*, Interactive Practice, Comprehension Checks, and teacher-assigned *i-Ready Personalized Instruction* lessons.
- **Tools:** Students can access specific Digital Math Tools associated with a lesson—base-ten blocks, perimeter and area, fraction models, number line, and multiplication models, as well as counters and connecting cubes.
- **Learning Games:** Provide engaging and adaptive mathematics games that help build and support mathematical fluency.


Teacher resources include:

The **Teacher's Guide** (two sequential print volumes) provides everything in one place—planning, instruction, assessment, differentiation, and practice activities.

The *Teacher Digital Experience* includes access to the *Teacher Toolbox*, assignable interactive practice, *Diagnostic* reports, and *Learning Games* reports, as well as the following:

- **Unit Flow and Progression Videos**, referenced in the Math Background section of the *Teacher's Guide*, are available on the *Teacher Toolbox*. As noted earlier, they are also a part of the *Family Center* within the online Student Digital Experience.
- **Digital Comprehension Checks and reports** allow educators to assess students' understanding of grade-level standards at the end of each *Ready Classroom Mathematics* lesson and unit, and may be used as exit tickets, lesson quizzes, or unit assessments. One advantage of the Digital Comprehension Checks is that they are automatically scored and provide reports to teachers on student progress toward understanding. The resulting reports provide data that allows teachers to purposefully plan their instruction and differentiation. City educators can use the response analysis, for the class and by student, and thoughtful guidance on common misconceptions and errors to inform next steps for instruction and remediation, including grouping students for reteaching and targeted instruction.

Figure 3 and Figure 4 summarize the Student and Teacher Digital Experiences that are part of Ready Classroom Mathematics. Please see the Ready Classroom Mathematics Program Overview brochure provided in Appendix C for additional information on Ready Classroom Mathematics, including the digital experience components.



Student Digital Experience

Student Bookshelf provides online access to the print Student Worktext along with many additional digital features, including:

- **Family Resources**, such as a Family Letter for every lesson and the Unit Flow and Progression Videos
- **Accessibility features**, such as notetaking, text-to-speech, highlighting, and a calculator
- **Multilingual Glossary** available in nine languages
- **Student Handbook** with a guide to the Standards for Mathematical Practice, a mathematical language reference tool, and 100 Mathematical Discourse Questions
- **Digital Math Tools** allow students to use virtual representations of a variety of models.
- **Interactive Learning Games** develop conceptual understanding, improve fluency, and develop a positive relationship to challenge.
- **Interactive Practice** helps students build procedural fluency and skill by providing immediate, conditional feedback.

Figure 3. Student digital resources (Student Digital Experience) in *Ready Classroom Mathematics*. The purple “E/S” symbol indicates components that are available in Spanish.

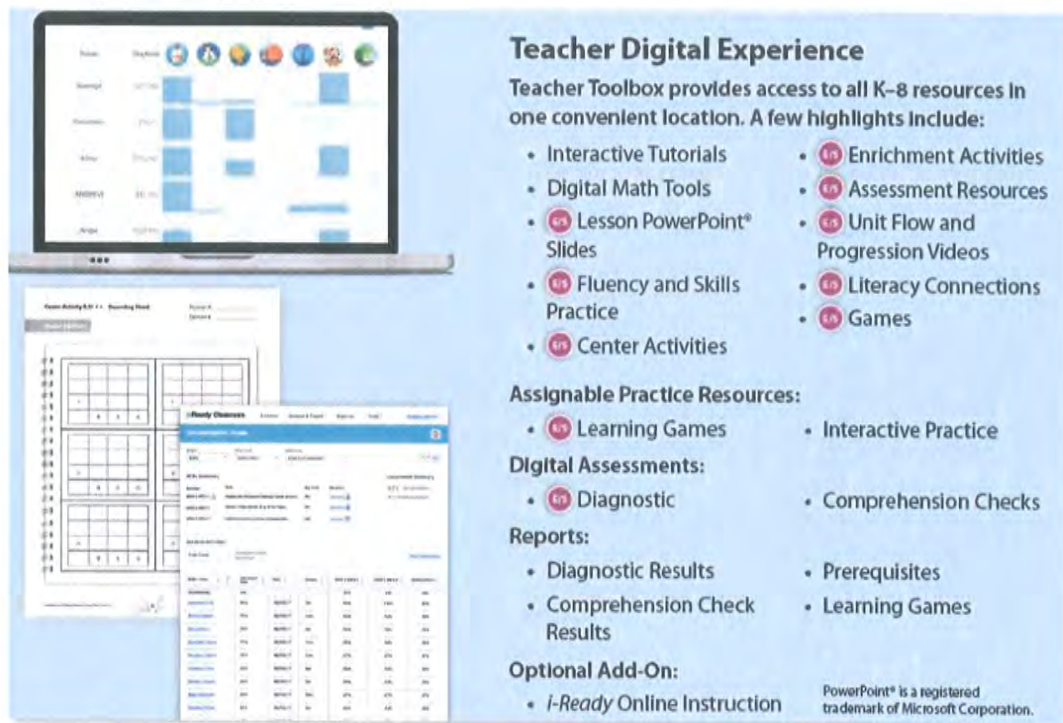


Figure 4. Teacher digital resources (Teacher Digital Experience) in *Ready Classroom Mathematics*. The purple "E/S" symbol indicates components that are available in Spanish.

The **adaptive Diagnostic (K–12)**, which is built into the *Ready Classroom Mathematics* program and administered at the beginning, middle and end of the school year, is a **valid and reliable online assessment** that diagnoses student needs and abilities overall and to the subskill level. Results from the *Diagnostic* yield a wealth of real-time reports that are easy to access and understand, many of which include a recommended list of resources and lessons for each student and instructional group. For example, the Prerequisites report identifies students' understanding of prerequisite concepts needed for each unit of *Ready Classroom Mathematics* and expedites the teacher's ability to begin classroom education and differentiate as needed, equipped with accurate and up-to-date data. These reports also connect to targeted resources to support teachers in helping students strengthen the skills and concepts across the unit. Appendix C includes a table of standard reports to which Connecticut educators and administrators have access, as well as the Key Features & Reports book featuring many sample reports. Evaluators can log into the provided Demonstration Account using credentials provided in Appendix A, in order to navigate the system and look at sample reports in that context.

i-Ready Personalized Instruction

Easy-to-use, *i-Ready Personalized Instruction* helps educators pinpoint areas where students need instruction and provides support and resources to deliver that instruction in whole-class, small-group, and individual settings. Based on the results of the built-in *Ready Classroom Mathematics Diagnostic*, *i-Ready Personalized Instruction* automatically places students into online instruction customized to their placement levels.

i-Ready Personalized Instruction provides **highly scaffolded, interactive** lessons that allow students to work independently. **Robust real-time reports** provide an action plan for teacher-led instruction, including *Ready Classroom Mathematics* lessons. *Personalized Instruction* lessons provide a **consistent best-practice lesson structure** and **build conceptual understanding**, in addition to being engaging and fun for learners of all levels. The lessons **reflect a natural progression**: skills learned in earlier lessons inform the foundation for lessons that follow. The modules include explicit instruction, guided practice, and a short quiz for progress monitoring purposes.

Personalized Instruction **design principles** include letting students dive right into the subject matter, as starting a lesson with a challenge engages students far more than passive instruction. The program provides strategic scaffolds that help students access what they are learning and empower them to take ownership. It also encourages productive struggle, which allows for failure but provides a path to success. Many of our newest lessons feature a more responsive approach, in that more lessons now adjust pacing to meet individual learning needs. With responsive instruction, **students get support when they need it**, and advance more quickly through the lesson when they demonstrate mastery.

Assessment Beyond the Diagnostic

Beyond the *Diagnostic* built into *Ready Classroom Mathematics*, **optional Standards Mastery assessments** are available in the system as well and **have been in use in the City**. These fixed-form assessments for grades 2–8 allow the City to **assess mastery of the standards just covered in class**; the City can choose to assess individual standards or groups of standards.

In lieu of *Standards Mastery*, educators can opt to use **Digital Comprehension Checks**, also providing an alternative to print-based Lesson Quizzes, Mid-Unit, and Unit Assessments using a variety of rigorous questions and item types, including multiple select, yes/no, true/false, multiple choice, and more. These premade assessments are **comparable to the premade print assessments**, and **educators can customize** Comprehension Checks by adding or removing items.

Scope of Services

In this section we describe how our proposed core math solution meets the specifications in Part C. Scope of Services in the RFP.

2. The curriculum, instruction, assessment and other materials must demonstrate strong horizontal and vertical alignment to the Common Core State Standards in Mathematics for grades kindergarten through five.

Ready Classroom Mathematics and *i-Ready Assessment* and *Personalized Instruction* were built to **address the rigor and intent of the CCSS**; reviewers may find correlations for these programs digitally in Appendix E. We also include our completed Instructional Materials Evaluation Tool (IMET) on *Ready Classroom Mathematics* in Appendix C for evaluator reference.

Curriculum Associates developed *Ready Classroom Mathematics* to specifically **address the mathematical standards and maintain a deep focus on the Major Work** of each grade, so students can gain strong foundations, solid conceptual understanding and a high degree of procedural fluency, and the ability to apply the math they know to solve problems inside and outside the math classroom.

Built from scratch **by strictly following the Publishers' Criterion guidelines**, *Ready Classroom Mathematics* develops conceptual understanding through reasoning, modeling, and discussion that explores the structure of mathematics, while also developing students' procedural fluency.

Lessons build coherence through **intentional, appropriate learning progressions**, building on prior knowledge, making connections within and across clusters and domains, within and across grade levels (**horizontal and vertical alignment**), and across content areas. This is evident in the Lesson Progressions at the beginning of each unit (see Figure 5) and in the Learning Progression on the Lesson Overview pages at the beginning of each lesson.

Learning Progression	
In Grade 2 students added and subtracted two- and three-digit numbers with and without regrouping a hundred and/or a ten and explored the relationship between addition and subtraction.	In this lesson students break apart three-digit numbers into hundreds, tens, and ones in order to subtract. Students also apply the strategy of <i>adding on</i> in order to subtract three-digit numbers, using both a number line and a place-value chart. Students will then be introduced to the standard subtraction algorithm.
In Grade 3 this work is continued with the focus on achieving fluency. In the previous lesson, students added three-digit numbers with and without regrouping a hundred and/or a ten. They were also introduced to the standard addition algorithm.	In Grade 4 students will subtract multi-digit numbers with up to six digits. They are expected to use the standard algorithm to fluently add and subtract with numbers through hundred thousands.

Figure 5. Example of a grade 3 learning progression in *Ready Classroom Mathematics*.

Ready Classroom Mathematics spreads lessons across three to five days, ensuring that students understand each idea deeply and can connect it to related concepts. As such, **spiral review is integrated into the program structure** and supported throughout small-group differentiation and the digital experience.

There is at least one lesson for each standard and only lessons that address the CSSS are included. The Table of Contents demonstrates that lessons strongly focus on the Major Work (M) of the grade with an inclusion of Supporting/Additional standards (S/A), as well as a purposeful, seamless integration of the SMPs, as shown in Figure 6.

Unit 4 Fractions

Equivalence and Comparison, Measurement, and Data

Unit Planning	
Learning Progression.....	455a
Connect Language Development to Mathematics	455c
ELL Language Expectations	455c
Professional Learning: <i>The Process of English Language Learning and What to Expect</i>	455d
Math Background	455e
Fraction Concepts and Representations.....	455e
Equivalent Fractions and Comparing Fractions ..	455f
Connect to Measurement and Line Plots.....	455h
Standards for Mathematical Practice in Every Lesson	455i
Unit Opener	455
Build Your Vocabulary	456
Lesson 20 Understand What a Fraction Is	457a
3.NF.A.1, 3.G.A.2	
Focus: M SMP 1, 2, 3, 4, 5, 6	
Lesson 21 Understand Fractions on a Number Line	469a
3.NF.A.2a, 3.NF.A.2b, 3.NF.A.1	
Focus: M SMP 1, 2, 3, 4, 5, 6, 7	
Lesson 22 Understand Equivalent Fractions	481a
3.NF.A.3a, 3.NF.A.1, 3.NF.A.2a, 3.NF.A.2b	
Focus: M SMP 1, 2, 3, 4, 5, 6, 7	
Lesson 23 Find Equivalent Fractions	493a
3.NF.A.3b, 3.NF.A.3c, 3.NF.A.2a, 3.NF.A.2b, 3.NF.A.3a	
Focus: M SMP 1, 2, 3, 4, 5, 6, 7, 8	

Figure 6. Sample excerpt from Table of Contents found in a grade 3 *Ready Classroom Mathematics Teacher's Guide*, indicating the standards, embedded SMPs, and Major Work of the grade addressed in each lesson. ("Focus: M" indicates Major Work of the grade. Some lessons [not shown] are marked "S" or "A" for supporting or additional focus.)

Because Curriculum Associates built *i-Ready* for the CCSS, the program matches the expected rigor in each of the domains listed in Figure 7.

Mathematics
Number and Operations/The Number System
✓ Algebra and Algebraic Thinking
✓ Measurement and Data
✓ Geometry

Figure 7. *i-Ready* assesses and teaches these mathematics domains.

i-Ready prepares students for college- and career-ready expectations, including SBA. Curriculum Associates worked with the independent Educational Research Institute of America (ERIA) to conduct a large-scale study on the relationship between the *Diagnostic* and the 2018 SBA.

ERIA collected data from approximately 105,000 students across 24 districts in Connecticut, California, Delaware, Oregon, and Washington. These districts were selected for participation in the study specifically to be representative of the consortium in terms of factors such as urbanicity, race/ethnicity, and socioeconomic status (using National School Lunch Program as a proxy). The research study found a strong correlation between *Diagnostic* scores and scores on the SBA administered during the 2017–2018 school year (Figure 8). The study provides strong evidence supporting the use of the *Diagnostic* scores as a tool for evaluating students' progress toward proficiency, as measured by SBA.

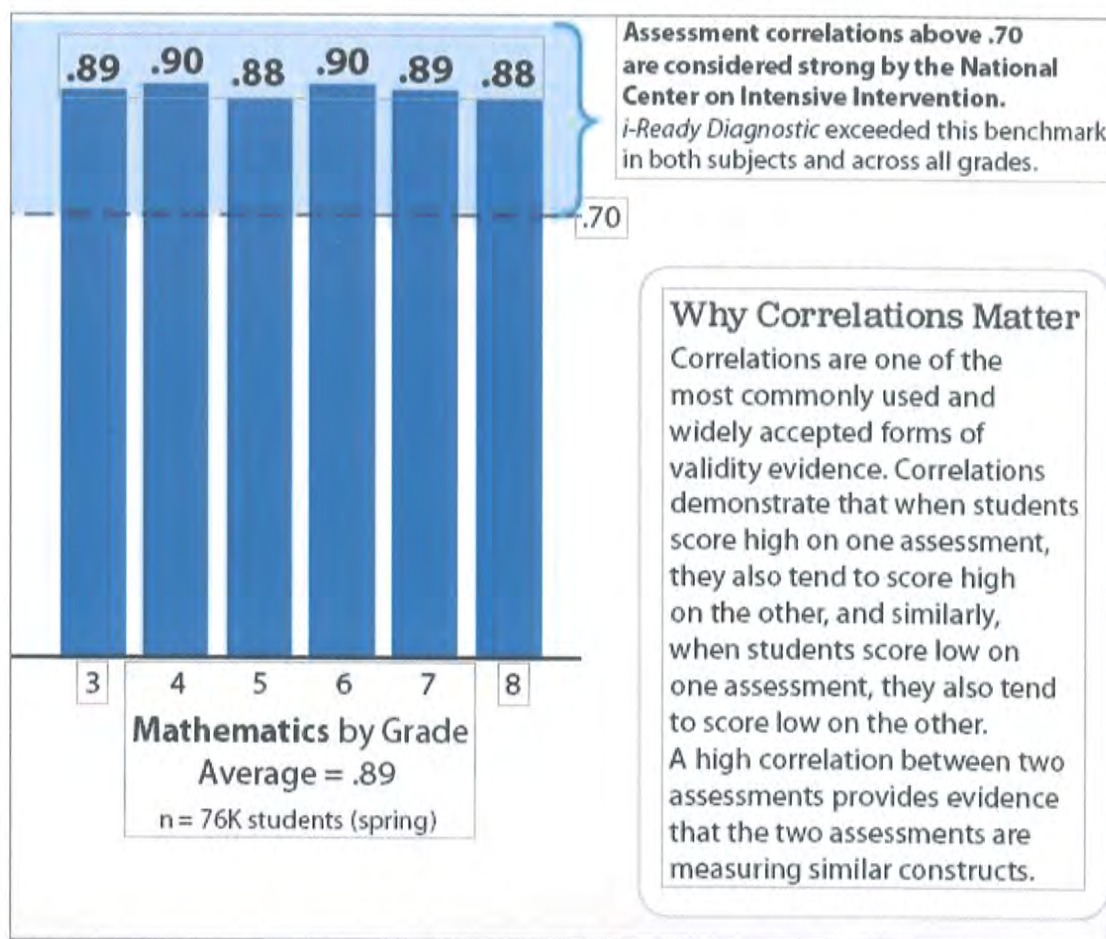


Figure 8. Summary of data from the large linking study between the *Diagnostic* for mathematics and SBA. Average scores by grade were all well above .70, demonstrating a strong correlation between the assessments.

The complete SBA Linking Study report is available in Appendix D, or read the document at <https://www.curriculumassociates.com/Research-and-Efficacy>.

3. The program must include assessments that directly measure mastery of the Common Core State Standards in Mathematics and be similar to the interactive item types in the Smarter Balanced Assessments in mathematics.

Through the online *Teacher Toolbox*, City educators can access *Ready Classroom Mathematics* assessments to measure students' mastery of the CCSS:

- **Mid-Unit Assessments** provide opportunities within the middle of a unit to assess student understanding on the standards presented thus far in the unit.
- **Unit Assessments** provide opportunities at the end of each unit to assess student understanding of the unit standards.

The adaptive online *Diagnostic* automatically and accurately identifies each student's overall and sub-skill needs by domain in math, providing a valid and reliable measure of student growth with detailed *Diagnostic* results and personalized next steps for instruction. The *Diagnostic* provides **intuitive reports that track student progress toward mastery of the CCSS** and explicitly inform instructional decision-making.

The *Diagnostic* includes a variety of question formats and assessment types, so students can build comfort and familiarity with **item types like the ones seen on the SBA**. Item types include: drag and drop, text highlighting, graphing using tools, modeling using tools, equation builders, and virtual tools such as ruler, compass, number pad, ten-frame counter, base-ten blocks, unit square and cubes.

Standards Mastery assessments are a value-added enhancement to implement in between *Diagnostic* assessments, and have already been in use in the City. Available for grades 2–8, *Standards Mastery* fixed-form assessments provide targeted, efficient assessment of specific grade-level standards—making it easy for teachers to obtain formative and benchmark information and quickly identify when reteaching or remediation is needed as students progress throughout the year.

In lieu of *Standards Mastery*, educators can opt to use **Digital Comprehension Checks**, which also provide an alternative to print-based Lesson Quizzes, Mid-Unit, and Unit Assessments using a variety of rigorous questions and item types, including multiple select, yes/no, true/false, multiple choice, and more. These premade assessments are comparable to the premade print assessments, and educators can customize Comprehension Checks by adding or removing items.

4. The program must include supports for English Language Learners.

Ready Classroom Mathematics includes **a wealth of features to support ELLs**. Appendix C includes the Access and Equity document from the *Teacher's Guide* front matter, as well as the Supporting and Inspiring English Learners brochure.

Language Objectives, which appear in the Lesson Overview of every lesson, are one example of ELL support. These objectives give explicit guidance to educators on how students can demonstrate mastery of the lesson content through communication, using the vocabulary from the lesson (Figure 9). For examples, see the Lesson Overview in the *Teacher's Guide* at the beginning of any lesson.

Language Objectives

- Read the division symbol (\div) as *divided by*.
- Write and interpret division equations.
- Explain division as sharing equally.
- Tell stories or describe contexts for a given division expression.

Figure 9. Language Objectives in each lesson's Lesson Overview focus on how mastery can be demonstrated through communication. The example here is from grade 3.

The implementation of language objectives is one of the first steps teachers can take toward ensuring that ELLs have equal access to the curriculum even if they are not yet fully proficient in English. (Echevarría & Short, 2010). These objectives give teachers of ELLs a concrete way to make the content more comprehensible so that all students can be successful.

Language routines, found in the *Teacher's Guide*, enhance the overall Try-Discuss-Connect discourse routine and suggest an overall approach to teaching problems. An **Integrating Language and Mathematics overview** is provided for teachers in the front matter of the *Teacher's Guide*. It illustrates features found in each lesson that support ELLs.

Each unit provides a **Language Expectations** chart, which provides teachers with examples of what learners can do based on their English language proficiency (ELP) levels in connection with standards (Figure 10).

ELL Language Expectations					
Standard 5.NBT.B.5 Fluently multiply multi-digit whole numbers using the standard algorithm.					
LANGUAGE DOMAINS	Beginning Level 1	Intermediate Level 2	Level 3	Advanced/Advanced High Level 4	Level 5
LISTENING	Follow the teacher's oral explanation of how to solve a simple multiplication problem using visual models, partial products, or regrouping.	Follow the oral explanation of how a partner solved a two-digit by two-digit multiplication problem using visual models, partial products, or regrouping.	Follow the oral explanation of how a partner multiplied a multi-digit factor by a two-digit factor using visual models, partial products, or the standard algorithm.	Follow the oral explanation of how several students solved various multi-digit multiplication problems using area models, partial products, or the standard algorithm and regrouping.	Follow the oral explanation of how several students solved various multi-digit multiplication problems using area models, partial products, or the standard algorithm and regrouping.
SPEAKING	Point to a completed multi-digit multiplication problem and explain how each partial product was found using an area model.	Explain the steps taken to solve a multi-digit multiplication problem using a visual model.	Explain where a student made a computation error while solving a multi-digit multiplication problem using an oral sentence frame.	Students come to a common solution after justifying how they solved a multi-digit multiplication problem using a consensus mat with a partner.	Students come to a common solution after justifying how they solved a multi-digit multiplication problem using a consensus mat with up to three other classmates.
READING	Match the pictorial solution of a multi-digit multiplication problem with the numerical solution using a table.	Point to and explain where a student made a computation error while solving a multi-digit multiplication problem while working with a partner.	Match word problems to multiplication equations and final answers given in the context of the problem using a table.	Compare the partial product method for solving a multi-digit multiplication problem with the standard algorithm using a visual model.	Compare the partial product method for solving a multi-digit multiplication problem with the standard algorithm using the distributive property of multiplication.
WRITING	Set up and label the parts of a multi-digit multiplication problem using a word bank.	Write the steps taken to solve a multi-digit multiplication problem while modeling the solution using concrete materials.	Use place-value reasoning to explain a reasonable estimate for the product of two multi-digit numbers using a sentence stem.	Explain the connections between a method of solving a multi-digit multiplication problem that shows all the partial products and the standard algorithm using visuals and numbers.	Explain the regrouping steps shown in a multi-digit multiplication problem solved using the standard algorithm using a table.

Figure 10. Using the Language Expectations chart from the start of a unit (this example from grade 5), educators can quickly determine what ELLs can do based on their ELP levels in regard to one of the standards addressed in the unit.

In addition, each lesson in the *Teacher's Guide* includes a **Language Development Differentiated Instruction** chart (Figure 11) that teachers can use to plan and prepare for specific activities in every session.

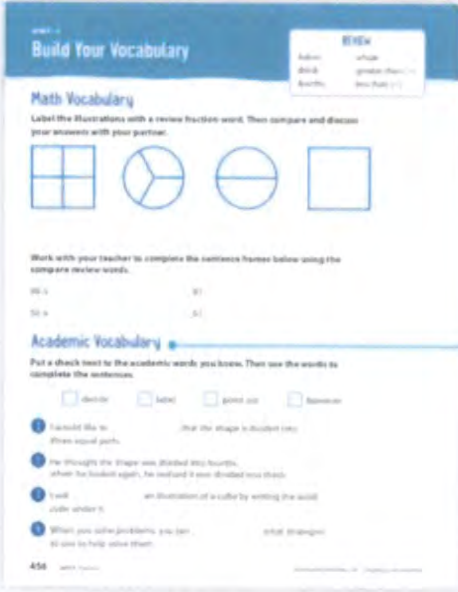
<div>ELL English Language Learners: Differentiated Instruction</div> <div>Prepare for Session 1 Use with <i>Connect It</i>.</div>		
Levels 1–3	Levels 2–4	Levels 3–5
<p>Listening/Speaking Read <i>Connect It</i> problem 2 aloud. Point out <i>breaking apart numbers</i>. Explain that numbers can be broken apart by their place values. Display 525 in a place-value chart. Point to the 5 in the ones column. Say: <i>This 5 has a value of five</i>. Point to the 2. Say: <i>The 2 is in the tens column. Two tens is 20</i>. Point to the last 5. Say: <i>This 5 is in the hundreds column. Five hundreds is 500</i>. Display $500 + 20 + 5$. Have students make a place-value chart and practice breaking apart different numbers. Have them say the equations chorally.</p>	<p>Listening/Speaking Read <i>Connect It</i> problem 2 aloud. Have students make a place-value chart. Display 525. Have students discuss with a partner the value of each digit and how it is represented. Guide students in representing 525 until $500 + 20 + 5$ is displayed. Pose different numbers for students to break apart. Ask students to explain the pattern formed by zeros. Provide the sentence frames:</p> <ul style="list-style-type: none"> • A digit in the tens column always has a written value ending with <u>1 zero</u>. • A digit in the hundreds column always has a written value ending with <u>2 zeros</u>. 	<p>Listening/Speaking Have student pairs read <i>Connect It</i> problem 2 together. Have the pairs make a place-value chart. Display 525. Have students discuss with a partner the value of each digit and how to represent it. Prompt students until $500 + 20 + 5$ is displayed. Display other numbers for students to break apart. Ask students to explain the pattern formed by zeros. Provide the sentence frame:</p> <ul style="list-style-type: none"> • A digit in the <u>tens/hundreds</u> column always has a written value ending with <u>1 zero/2 zeros</u>.

Figure 11. The ELL Differentiated Instruction chart (grade 3 example) shows helpful strategies for each level of ELP.

The beginning of every unit in the *Student Instruction* book gives students the opportunity to review mathematical and academic vocabulary and to access and build on familiar concepts that are important for the upcoming unit, through features like **Build Your Vocabulary and Academic Vocabulary**. As the unit continues, lessons offer the opportunity for **Additional Practice**, which can help students deepen understanding of mathematical words and phrases (Figure 12).

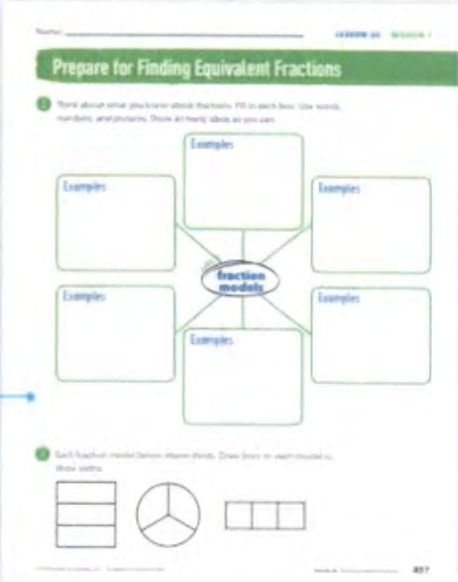
Vocabulary Development

Understanding mathematics and engaging in mathematical discussions require students to communicate ideas using both academic and math-specific vocabulary and language. *Ready Classroom Mathematics* provides instruction and practice to help students acquire and develop vocabulary.



Build Your Vocabulary provides the opportunity for students to review previously taught mathematical vocabulary and activate prior knowledge.

Academic Vocabulary provides an early entry point to those all-purpose academic words students will engage with throughout their study of mathematics.



Additional Practice uses a series of graphic organizers to help students deepen understanding of mathematical words and phrases.

Figure 12. Opportunities to integrate language and mathematics guidance appear throughout the units and lessons. Build Your Vocabulary and Academic Vocabulary features appear at the start of the unit. Additional Practice later on reinforces understanding of mathematical language. In addition to appearing on a regular basis in the units/lessons, these features are summarized for educators in front matter in the *Teacher's Guide*, as shown here (partial example).

Beyond differentiating for students at all achievement levels, *Ready Classroom Mathematics* provides instruction strategies, materials, and resources to help ELL students meet the same standards as all other students.

Develop Language and Discuss It notes appear throughout the research-based *Teacher's Guide* alongside the relevant aspects of the lesson at hand. **Discourse Cards** and **Cubes** provide an avenue for encouraging meaningful discourse—putting the many language supports to use in a practical context (Figure 13).

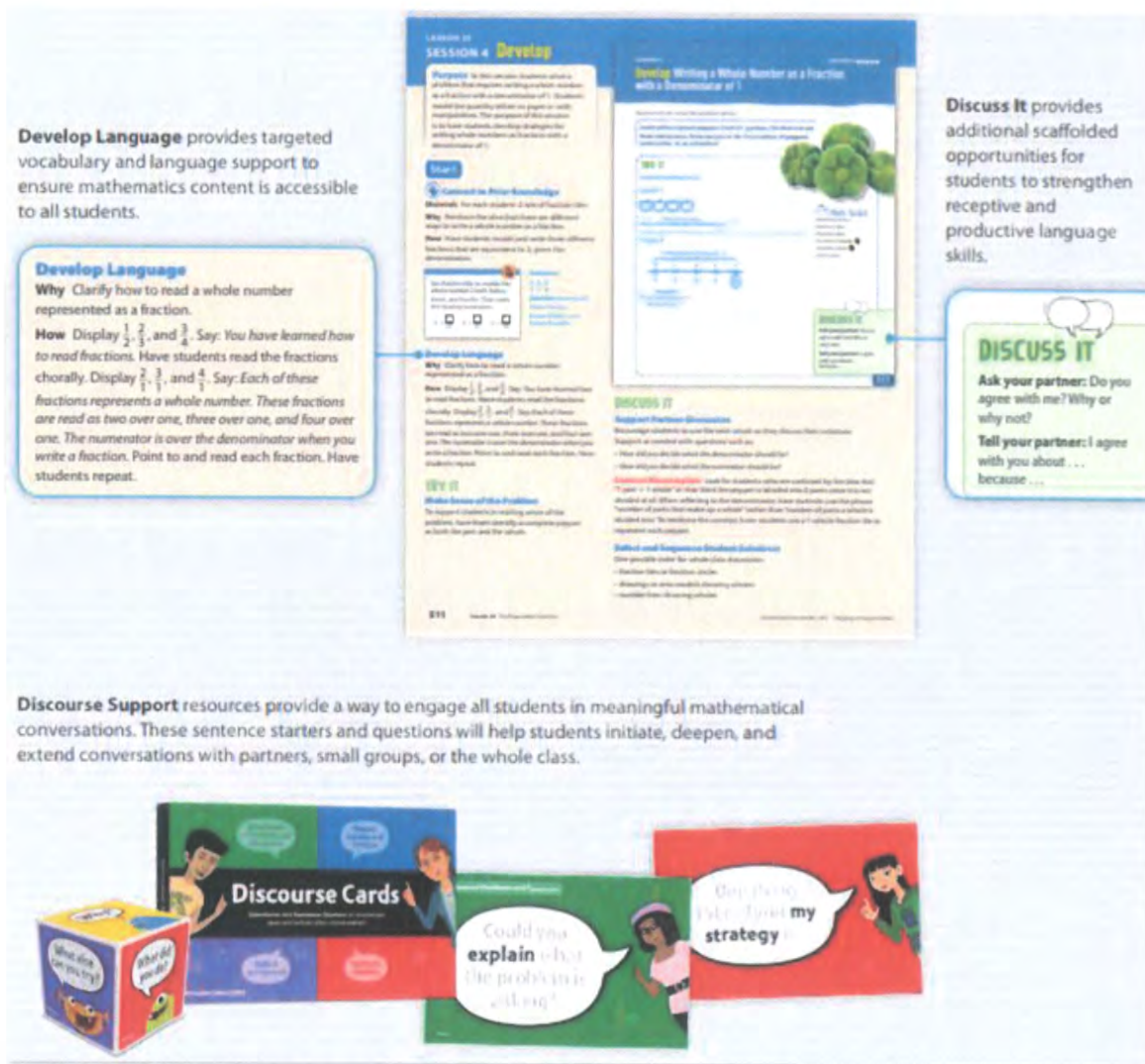


Figure 13. Helpful advice for teachers to minimize language-related obstacles for ELLs is included throughout the *Ready Classroom Mathematics Teacher's Guide*, with features including Develop Language and Discuss It. Discourse card and cubes encourage student discourse.

The **Community and Cultural Responsiveness** feature in each lesson provides another opportunity to support ELLs by helping to increase connections and engagement, leveraging the diverse backgrounds and experiences of students (Figure 14).

Connect to Community and Cultural Responsiveness

Use these activities to connect with and leverage the diverse backgrounds and experiences of all students.

Session 1 Use with Try It.

- Provide students with an alternative problem, such as collecting data about their favorite foods (pizza, tacos, burgers, dumplings, and so on) or drinks (water, milk, juice, and so on). Encourage students to think of meals and/or drinks that are a tradition in their families, including meals that they eat on special occasions or holidays.

Session 2 Use with Try It.

- Ask students to think of sports they have played or observed on the playground, in parks, in their neighborhood, and among family. If students mention soccer and football, encourage volunteers to explain the difference. Write a list of 5 sports based upon their responses. Ask students to discuss the rules of each. Based on the rules for each sport or game, ask them to select one that they think is the most difficult. This will allow students to incorporate their personal experience to answer a question, elaborate on their answer, and make connections with one another's experiences.

Session 3 Use with Try It.

- Have students think of what they see outside in their environment that can be collected as data and separated into categories. Examples: types of buildings in their neighborhood (houses, apartment buildings, commercial buildings), number of trees in different neighborhoods, schools (elementary, middle school, high school, college, and so on). Challenge students to collect data of their observations every day throughout this lesson. Take a few minutes each day for students to reflect on and record their observations. Encourage students to develop a picture or bar graph to represent the data.

Session 4 Use anytime during the session.

- As students learn to use graphs to represent data, they might find that some are easier to construct than others. Some are more visually appealing and easier to understand. Take time to find infographics from web searches containing data of interest to students based on their hobbies or on pop culture. Find examples containing picture graphs, bar graphs, and other types of charts. Help them identify and make connections of ways data are helpful in visualizing situations and how data can help us make informed decisions.

Figure 14. In this grade 2 example of Community and Cultural Responsiveness guidance, teachers are given suggests for activities that will help students connect and engage with the lesson, drawing on their own community experiences and cultural backgrounds.

Because rigorous standards-aligned, grade-level appropriate instruction has been shown to increase ELL achievement (Council of the Great City Schools, 2012), **mapping an English learner's mastery of concepts and content is a critical part** of guiding the implementation of that standards-based instruction.

The adaptive *Diagnostic* assessment is particularly powerful for ELLs who face the double challenge of acquiring grade-level content knowledge while also learning English, because the program efficiently pinpoints areas of greatest need while reducing overall testing. *i-Ready* reports show Can Dos and Next Steps for Instruction that ensure instruction builds on areas of student strength and **identifies the skills that should be prioritized**. In addition, the ***Diagnostic for mathematics is available in Spanish***, enabling educators to assess Spanish-speaking ELLs in their native language. The Spanish version uses the same assessment items transadapted through a rigorous process recommended by the International Test Commission to provide a complete picture of student performance in mathematics.

i-Ready Personalized Instruction also embeds numerous instructional supports that are **particularly effective for ELLs**:

- **Vocabulary Support.** Lessons offer explicit definitions of academic vocabulary, with audio support. Academic vocabulary is repeated multiple times in a lesson. The terms are highlighted each time they occur on screen, with clickable access to the definitions. A glossary of academic vocabulary is available to learners within the lesson. Also, interactive point-of-use definitions support understanding of challenging high-utility words.

- **Structured, Academic Peer Conversations** *i-Ready Personalized Instruction* helps ELLs develop the sophisticated language skills that success in school requires. Each *i-Ready* lesson is essentially structured as if it were an academic conversation with a peer group. Onscreen characters (learners' virtual peer group) provide background knowledge, activate prior knowledge, and lead the discussion. ELLs have frequent opportunities to interact with the material. Characters invite them to respond as if the learners are joining the conversation. The onscreen characters use corrective feedback to affirm correct responses or redirect learners when they are incorrect. Animations and other visual cues support corrective feedback in math lessons.
- **Audio and Pacing That Supports Language Processing.** *i-Ready* lessons provide extensive audio support in lessons. Audio is synched with actions on the screen. Callouts, highlighting, and other visual supports appear in time with the audio to support understanding. Text onscreen is supported by audio. Passages, directions, questions, and answers can be read aloud. Audio buttons allow learners to hear the text read aloud multiple times—as many times as needed. Finally, learners can control how quickly they advance through a lesson and can replay individual screens or the entire lesson.
- **Graphic Support and Visual Scaffolding.** Students hear instruction, modeling, and corrective feedback while seeing callouts, highlighting, and other actions synched to the audio onscreen. Many lessons use checklists and other visually structured ways to review key concepts. Characters use gestures and facial expressions to support understanding. They point at key information on the screen and show various emotions at key points in the conversation. Also, the engaging and informative illustrations support the instruction.
- **Explicit, Direct Instruction in Comprehension Strategies.** Each component math skill is introduced with explicit instruction and modeling from the cast. Students then have an opportunity to practice the skill with detailed corrective feedback from the characters. This approach develops understanding of lesson concepts and encourages higher-order thinking skills.
- **Differentiation to meet individual needs.** *i-Ready Personalized Instruction* is differentiated and can match ELLs with the instruction that will best support their growth.

Providing explicit, systematic, and scaffolded instruction in mathematics, *i-Ready*'s instructional efficacy is also backed by research. Our **research proves that learners using *i-Ready Personalized Instruction* for 45 or more minutes per week for at least 18 weeks show significantly greater gains** than average learner growth on *i-Ready*. For more details, please see *i-Ready Efficacy: Research on i-Ready Program Impact* in Appendix D.

5. The program must include supports for students who struggle with mathematics.

Our programs are designed to support differentiated instruction for all students.

Ready Classroom Mathematics offers educators options for the **full range of learning abilities**, including struggling learners. Lesson are spread across three to five days, ensuring that students understand each idea deeply and can connect it to related concepts. Spiral review is integrated into the program structure and supported throughout small-group differentiation and the digital experience.

The program employs a scaffolded best-practice instructional model to help all students reach their academic potential. The following resources in *Ready Classroom Mathematics* support multiple entry points and differentiation:

- Within each *Ready Mathematics* lesson, **Connect It questions** in the *Student Instruction Book* and **Ask/Listen for questions** in the *Teacher's Guide* allow learners to respond at their level of understanding. These questions have learners describe models, concepts, and solutions verbally, giving teachers insight into the learners' level of understanding.
- *Ready Classroom Mathematics'* **Try-Discuss Connect instructional routine** (introduced in Lesson 0 on the online *Teacher Toolbox*) helps teachers facilitate learning and discourse while using the program. This routine gives teachers numerous opportunities to pair students for partner work. The routine also promotes flexibility in problem solving and analysis, as students engage in conversations about solutions and strategies.
- Within the *Teacher's Guide*, **Hands-On Activities and Visual Models** can be used for learners who may be struggling with a concept or may need reinforcement.
- Toward the end of each lesson in the *Teacher's Guide*, a **Differentiated Instruction** section (see Figure 15) provides closure questions for intervention, on-level, and extension activities. This follows an evaluation of student work in the lesson's Refine session.
- At the end of almost every lesson in the *Teacher's Guide*, the **Lesson Quiz** is used to evaluate student understanding and skills. Teachers are provided with an Error Alert for each quiz, as well as scoring rubric(s). A Differentiated Instruction chart following the quiz points teachers to *Tools for Instruction* lesson plans for reteaching and Math Center Activities for reinforcement, as well as Enrichment Activities for students who have achieved proficiency. Alternatively, teachers can assign the digital equivalent of the quiz: the Digital Comprehension Check.
- **Additional Practice** within the lessons provide opportunities for further reinforcement.
- **Unit Games** at the end of the unit can help to maintain skills and concepts or for remediation.

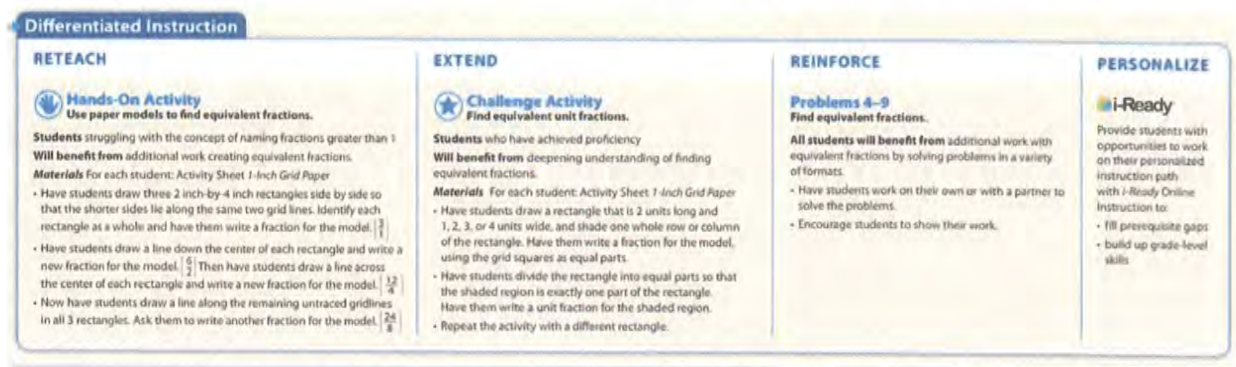


Figure 15. Differentiated Instruction sections at the end of each lesson in the *Teacher's Guide* provide differentiated learning options.

Teachers can further differentiate instruction by accessing off-grade *Ready Classroom Mathematics* lessons and resources through the online *Teacher Toolbox*. Additional *Teacher Toolbox* resources include:

- Interactive Tutorials** provide teachers with lessons for below-level, on-level, or above-level students. These interactive, animated video lessons can be used for whole-class instruction or differentiated small-group instruction, and offer an alternate approach to teaching the target skills addressed in a lesson.
- Math Center Activities** support differentiation and provide an alternate method of mastering and practicing the standard being addressed in class. For each grade-level lesson, teachers will find Math Center Activities, and for each of those, three versions are available (below-level, on-level, and above-level) to help teachers meet the needs of all students.
- Tools for Instruction**, available on the *Teacher Toolbox*, are teacher-led lesson plans for students performing below-level, on-level, or above-level.

The *Diagnostic* provides the City with additional valuable resources for differentiating instruction. The precise, valid, reliable adaptive *Diagnostic* prescribes a **customized plan for instruction** for each student that includes personalized online lessons in *i-Ready Personalized Instruction*, targeted teacher-led lessons, and links to specific resources from the *Teacher Toolbox* for each student or group of students.

Results from the *Diagnostic* assessment directly drive **real-time reports that detail the student's academic performance and growth** in mathematics, highlighting **immediate next steps for instruction and enabling individualized learning programs**. These powerfully simple reports provide teachers with an action plan to make targeted, differentiated instruction a reality.

Upon completion of the *Diagnostic*, educators will instantly have access to a wealth of data, and instructional recommendations and resources in *i-Ready* that will support differentiation for students who are performing at all levels.

Appendix C includes a table of standard reports to which Connecticut educators and administrators have access, as well as the Key Features & Reports book featuring many sample reports. Evaluators can log into the provided Demonstration Account using credentials provided in Appendix A, in order to navigate the system and look at sample reports in that context.

The Diagnostic Results report (example in Figure 16) includes a list of what the student “Can Do” as well as specific Next Steps and Resources for Instruction—the next skills in a student’s developmental progression.

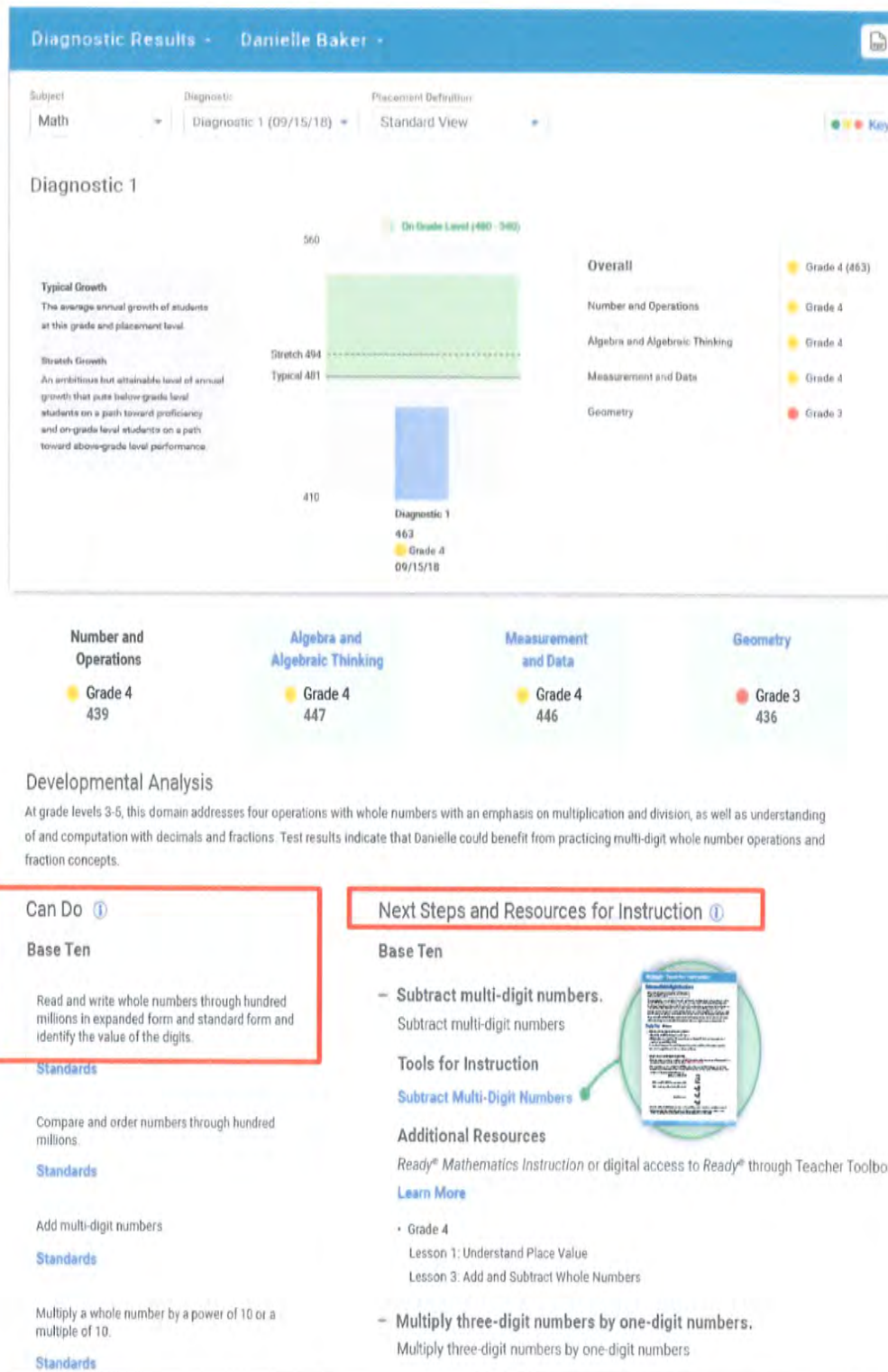


Figure 16. The Diagnostic Results report (excerpts shown here for a student) lists the total score as well as a score for each domain assessed. It lists areas of strength ("Can Do"), areas of need (Next Steps/Resources for Instruction), and annual growth expectations.

The Diagnostic Results reports include downloadable **Tools for Instruction** (also found on the *Teacher Toolbox*). These provide **step-by-step lesson plans**, complete with background on the targeted skill, a variety of ways to approach teaching or reinforcing the skill, and how to identify and remedy common student misconceptions. Additionally, these reports point directly to instructional materials on the *Teacher Toolbox*, allowing educators to easily access additional teacher-led instructional resources to support differentiated instruction.

Solve Two-Step Addition and Subtraction Word Problems

Objectives: Solve two-step word problems using models.

Students have previously learned how to solve addition and subtraction problems. They have also learned to use models to find unknown numbers in more complex equations. This activity prompts students to think mathematically about contextual situations. Students create visual models to represent problem situations and apply their mathematical knowledge flexibly to the problem at hand. The skills students practice here will prepare them to write and analyze equations to solve word problems.

Step by Step 20–30 minutes

- 1 **Present the problem.**
 - Mina has 5 crayons and 4 markers. Her friend gives her 3 colored pencils. How many writing tools does Mina have now?
- 2 **Make a visual model.**
 - Guide the student to draw a picture or bar model. Ask questions to ensure that the student understands what the problem is about, such as: How many writing tools does Mina have before her friend gives her colored pencils? How do you know?
 - Help the student label the known and unknown quantities, using a bar model or a sketch.
- 3 **Describe the unknown quantity.**
 - Ask: What does the “?” stand for? Help the student see that the unknown quantity can be represented in the model and in the equation. Be sure the student knows that the unknown quantity represents the total number of writing tools.
 - Ask the student to describe the relationship of the unknown quantity to the number of crayons and markers Mina had before her friend gave her colored pencils. Make sure the student understands that the unknown amount is the sum of the number of crayons and markers Mina had and the number of colored pencils her friend gave her.
- 4 **Describe the number of Mina’s writing tools.**
 - Use the diagram or sketch to verify that Mina had $5 + 4 = 9$ writing tools and then her friend gave her 3 more.
 - Encourage the student to perform the calculation to find that Mina now has 12 writing tools.
- 5 **Determine if the solution is reasonable.**
 - We know Mina has more writing tools now than before ($12 > 9$), so the solution is reasonable.
- 6 **Repeat with additional problems as needed.**

Solve Two-Step Addition and Subtraction Word Problems Page 7 of 2

Figure 17. *Tools for Instruction*, available from the *i-Ready* teacher and administrator dashboards, guide teacher-led lessons that relate directly to the skills assessed in the *Diagnostic*. (Kindergarten example shown here).

Once each student has completed their first *Diagnostic* assessment, *i-Ready Personalized Instruction* builds a unique lesson plan consisting of online instructional lessons based on assessment performance, with a **personalized starting point for every student**. *i-Ready Personalized Instruction* lessons span grade levels K–8 in mathematics. The teacher may adjust any student’s position within the recommended sequence of lessons, and/or may add *Teacher-Assigned Lessons* for students to ensure they develop skills in conjunction with the core curriculum (Figure 18).

When the student completes a subsequent *Diagnostic* assessment, *i-Ready* automatically adjusts the student's position within the recommended sequence of lessons based on his or her most recent *Diagnostic* results. The depth of the *Diagnostic* identifies specific areas of need, and the instructional modules target those skills. *i-Ready* meets students in their zone of proximal development, providing the guidance and scaffolding they need to advance.

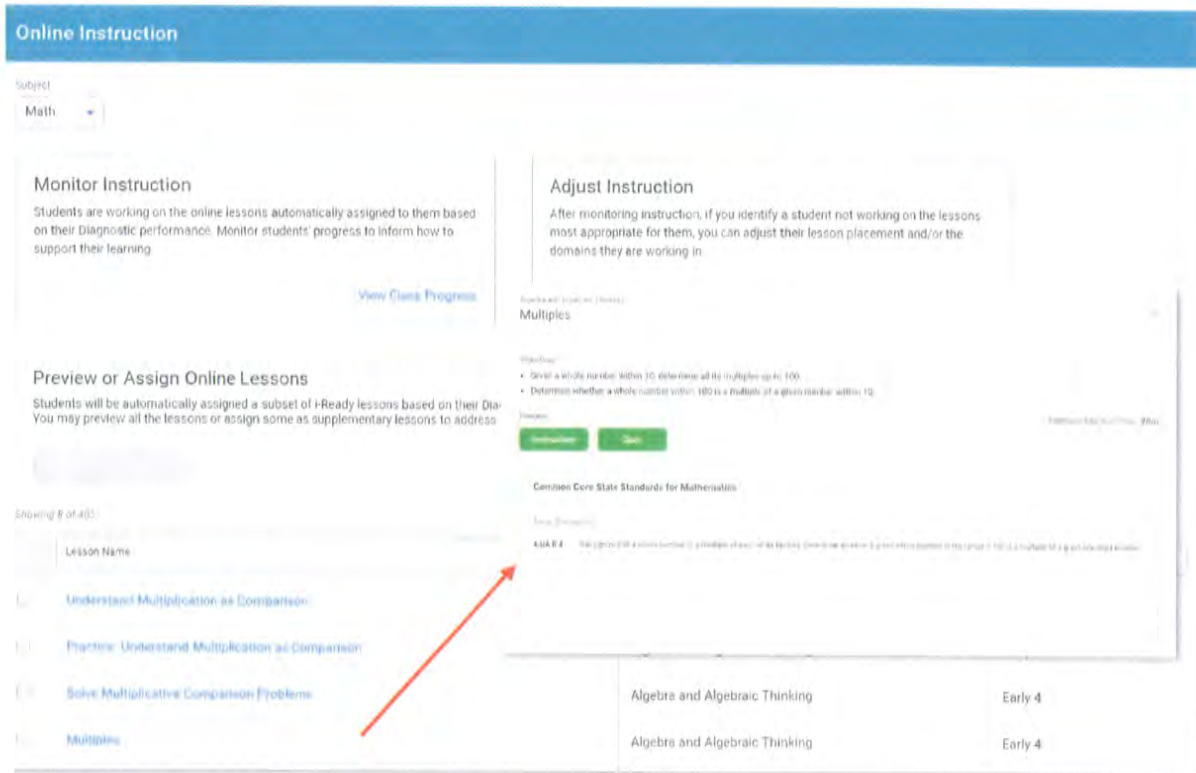


Figure 18. Teachers can assign online lessons to individual students or to classes as a whole for additional practice. They can click on any lesson title to preview that module prior to assigning.

- The program must be available in print and online. The online component must have the capability to offer interactive lessons and communications between the teachers and the students.

Our core math solution includes both print and online components, as discussed throughout this narrative. *Ready Classroom Mathematics* print materials are complemented by the robust online teacher resource, the *Teacher Toolbox*. The *Teacher Toolbox* provides educators with **immediate digital access to all available grade levels** of the print *Ready Mathematics* lessons, practices, and assessments. The clear design of the online *Teacher Toolbox* makes it easy for teachers to find a warehouse of digital resources at their fingertips. The same type of planning support, connections, and technology resources is available for prerequisite lessons and enrichment lessons.

The *Teacher Toolbox* also includes **engaging interactive video tutorials** for students, with lessons below-level, on-level, or above-level. Teachers can use these interactive, animated lessons for whole-class instruction or differentiated small-group instruction.

Teacher Toolbox resources also allow teachers to project the *Student Worktext* for classroom discussions and homework review. This is available for both on-level and prerequisite lessons, making it easy for teachers to **project materials for use with the whole class or targeted small-group instruction**.

The Assessment Practice tab in the online *Teacher Toolbox* provides **two full-length SBA practice exams**. These exams can be printed and used as assessments, or as a tool to provide students practice on specific standards using the Correlation Charts in the back of the *Assessment Practice Teacher's Guide*.

To facilitate communication, **Family Letters are available for every lesson**. These letters provide support to caregivers about the mathematics program. Letters are available in English and Spanish and include an activity that caregivers can do with students to further support learning. Letters can easily be removed from the *Student Worktext* or downloaded from the *Family Center* or *Teacher Toolbox* and emailed to parents.

i-Ready Assessment and *Personalized Instruction*, digital partners to *Ready Classroom Mathematics*, provide a web-based, valid and reliable adaptive screening and assessment tool to diagnose student needs and abilities overall and to the subskill level in mathematics. Results from the *Diagnostic* yield a personalized plan for instruction—including online lessons via *i-Ready Personalized Instruction*—for each student and instructional group.

i-Ready Personalized Instruction offers students individualized, differentiated online instruction. The **interactive lessons use real-world experiences and authentic situations** to teach essential skills. The online instructional modules in *Personalized Instruction* **promote active student participation in learning**. Students **interact with the program every 30 seconds or less** by clicking on answers, using online tools, typing in text or numbers, and manipulating models.

To support communication with students and families, the *i-Ready Family Center* website (<http://i-Readycentral.com/familycenter/>) is a **website just for parents and caregivers**, helping them support and encourage their children's success with *i-Ready*. This website includes resources in English and Spanish.

Educators implementing our core math solution also have access to robust online implementation support through our **user-support websites**, *Ready® Central* and *i-Ready® Central*. These websites provide on-demand teacher support resources and tools that complement the formal onsite professional development discussed in response to requirement 9 in the Work Plan (page 44). All **resources are self-paced and available 24/7**.

7. The program must include an intervention component that allows students to work at their instructional levels.

Ready Classroom Mathematics provides intervention and remediation tools to meet the needs of all students. The *Diagnostic* assessment provides **opportunities to assess students' overall understanding** of K–12 standards in a digital format. **Teachers receive detailed reports**, including the **Prerequisites report** (Figure 19), which **identifies students' understanding of prerequisite concepts needed for each unit of *Ready Classroom Mathematics***. These reports also connect to targeted resources to support teachers in helping students strengthen the skills and concepts across the unit. Reports based on the *Diagnostic* updated each time students take the assessment).

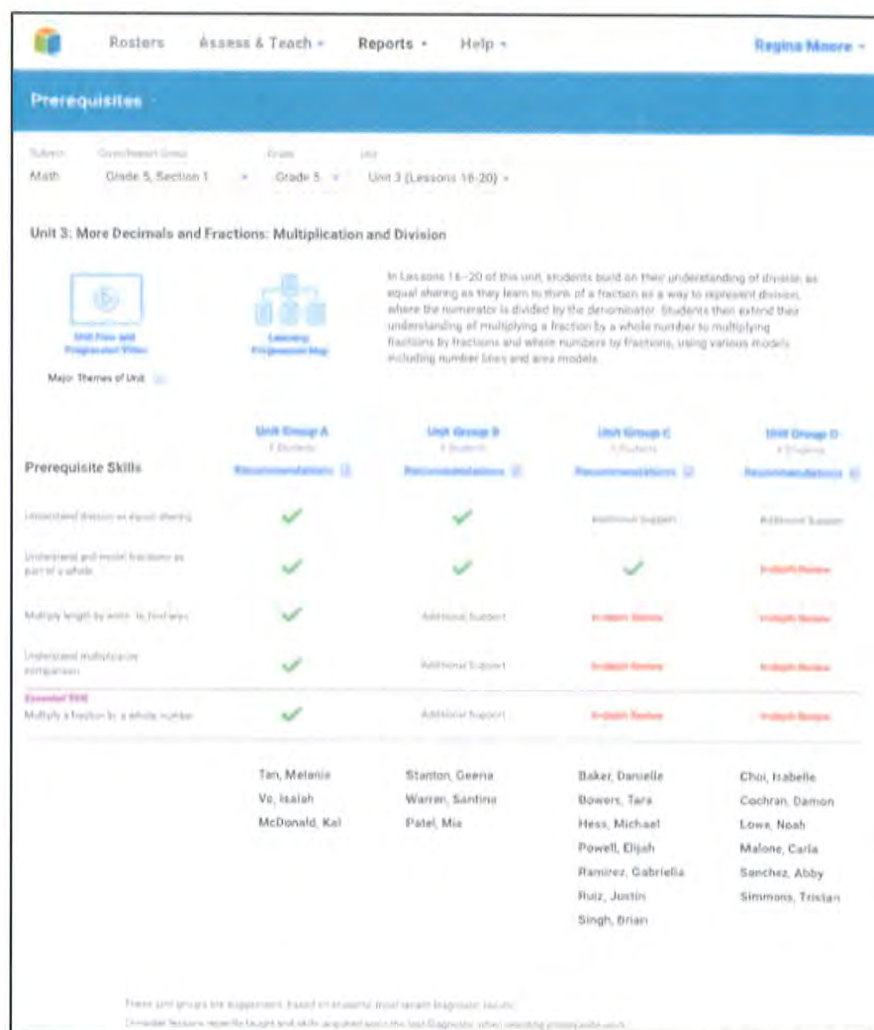


Figure 19. A sample Prerequisites report. The Unit is listed on the top left and the prerequisite skills needed for the unit are listed in the first column. The blue Recommendations link under each group leads to *Teacher Toolbox* resources like *Tools for Instruction* that teachers can use to support that particular group of students—no more hunting for resources. The bottom of each column indicates the names of students in that unit group.

i-Ready supports **Multi-Tiered System of Support (MTSS) and Response to Intervention (RTI)** programs and allows students to work at their instructional levels. Also, as discussed previously in our response to question 5, regarding struggling students (page 33), *Ready Classroom Mathematics* was designed to support differentiated instruction and embeds intervention supports.

Below we detail how *i-Ready* can be used to support intervention.

Based on their performance on the integrated *Diagnostic* assessments, *i-Ready* automatically places students into an individualized course of instruction targeted to the needs of each student. The program prioritizes and reports on instructional needs for individual students. The *Diagnostic* also **groups students with similar abilities and needs for small-group instruction**, and provides resources targeting the skills those children need to work on most. This is **consistent with MTSS guidelines**, especially for students in Tiers 2 and 3.

i-Ready 's integrated data analysis and reports **support RTI by providing data that maps student performance to intervention tiers** and assigns students to appropriate instructional groups. Reports include suggested next steps for instruction and *PDF Tools for Instruction* lesson plans for the teacher to use during small-group or whole-class instruction.

The depth of the *Diagnostic* identifies specific areas of weakness, and the instructional modules in *i-Ready Personalized Instruction* target those skills. *i-Ready* meets students in their zone of proximal development, providing the guidance and scaffolding they need to advance.

i-Ready 's online lessons are driven by the results of the *Diagnostic*, and provide personalized instruction that encourages students as they develop new skills. *i-Ready Personalized Instruction* is complemented by easily accessible teacher resources that enable educators to **target the specific skills with which students are struggling** most in their whole class, small group, and one-to-one instruction.

i-Ready Personalized Instruction:

- Taps into the *Diagnostic*'s rich data to deliver individual learning paths to growth for each student, balancing rigor and reachability.
- Meets learners at their level, helps them problem solve, and keeps them motivated to continue their progress.
- Provides digital instruction that is proven to drive gains for students at all levels and is backed by evidence for ESSA (please see Appendix D for details in the form of several impact reports regarding both *i-Ready* and *Ready* ESSA evidence).

Because **the work of connecting reliable data to effective instruction is done for the teacher**, truly differentiating instruction for every child can become a reality with *i-Ready* .

Independent Reviews of the *Diagnostic* as an Academic Screening and Progress Monitoring Tool

Since *i-Ready*'s release in 2011, the states of New York, Ohio, and Virginia have approved *i-Ready* as a valid and reliable student growth measure for grades K–12, K–3, and K–8 respectively. Additionally, **Connecticut**, Arizona, California, Colorado, Delaware, Florida, Georgia, Idaho, Indiana, Massachusetts, Michigan, Mississippi, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Tennessee, Utah, and Virginia have reviewed and approved *i-Ready* as an assessment, instructional resource, or intervention tool.

Academic Screening

The **National Center on Intensive Intervention (NCII)** evaluated the *Diagnostic* as an **RTI Academic Screening Tool**. *i-Ready* for mathematics (as well as reading) (grades 3–8) received the **highest designation** for classification accuracy, reliability, and validity, and superior screening ability for diverse populations. The full results are posted on the NCII website (<https://charts.intensiveintervention.org/chart/academic-screening>).

Academic Progress Monitoring

NCII also evaluated *Diagnostic* and *Growth Monitoring* assessments as an **RTI Academic Progress Monitoring Tool**. *i-Ready* for math (grades 3–8) and ELA/reading (grades K–8) both received **some of the highest designations** among similar products for classification reliability, validity, usability by diverse populations (i.e., evidence of bias analysis), and the availability of alternate forms. The full results are posted on the NCII website (<https://charts.intensiveintervention.org/chart/progress-monitoring>).

8. The vendor must have an online data management system that complies with all applicable FERPA laws.

Curriculum Associates takes the protection of customer data, particularly personally-identifiable information (PII), very seriously.

We **adhere to strict standards for student data security and accessibility**, including the **Family Educational Rights and Privacy Act (FERPA)** and the **Children's Online Privacy Protection Act (COPPA)**. We provide FERPA training for our staff and maintain a detailed security plan, an overview of which is included in Appendix A (Data Handling and Privacy Statement). This appendix also includes system requirements and terms and conditions of use for our proposed digital materials.

i-Ready adheres to an extremely high degree of data security in its operations and data management. We follow specific procedures to maintain secure and reliable data for our customers and to protect against unauthorized access and use. All **staff, teacher, and student logins require valid credentials**. All **data transfers are conducted using a secure Internet protocol (SSL and https)**.

Our data integration process is **FERPA-compliant** and never shares student data with unauthorized outside parties. Additionally, Curriculum Associates has signed the **Future of Privacy Forum** and the **Software & Information Industry Association Student Privacy Pledge** to safeguard student privacy (http://studentprivacypledge.org/?page_id=45). The pledge outlines commitments regarding collection, maintenance, and use of student personal information.

Our data security policies and practices are intended to safeguard this sensitive information and assist our customers in complying with applicable laws and regulations.

9. The vendor must provide initial and ongoing professional development for teachers and administrators for the first two years of implementation for twenty elementary schools.

Proposed Professional Development Courses

Curriculum Associates provides **ongoing professional development and support** for the City's educators as part of the implementation.

Curriculum Associates will partner with the City's schools to offer a **blend of onsite and online professional development** and support in order to implement our program with integrity. To support implementation of our math curriculum with fidelity, **we propose our New User professional development package for Year One** (see Figure 20). This includes our onsite courses: *Introducing Ready Classroom Mathematics*, *Preparing to Teach Ready Classroom Mathematics*, and *Developing Mathematics Thinkers Through Instructional Routines* for teachers, as well as *Tailored Support*—sessions designed in cooperation with leaders and coaches based on District implementation goals and needs. Leaders attend the centralized session, *Leading a Ready Classroom Mathematics Implementation*.

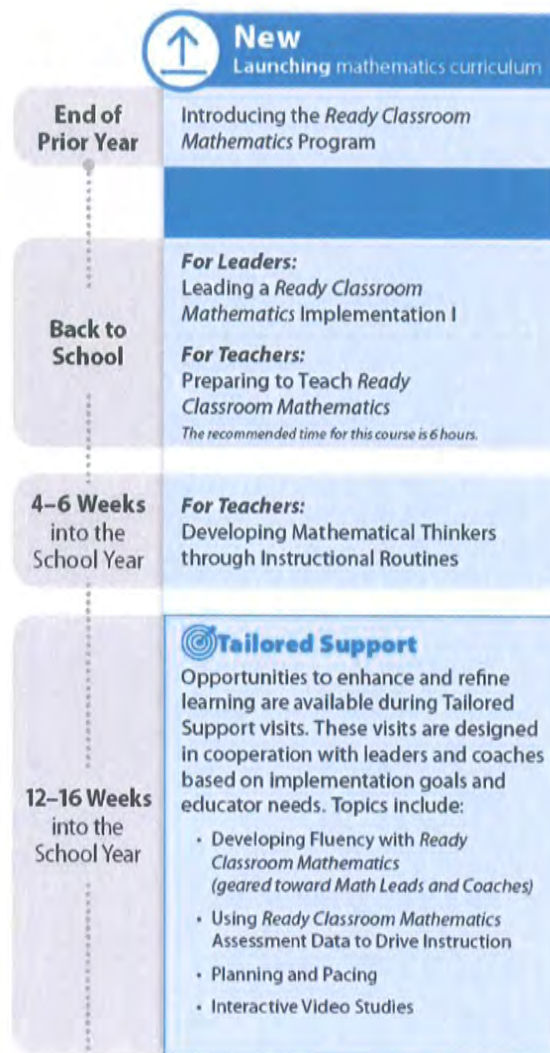


Figure 20. Summary of New User *Ready Classroom Mathematics* professional development courses.

The ***Introducing the Ready Classroom Mathematics Program*** session familiarizes educators with *Ready Classroom Mathematics* at the end of the school year before the initial year of implementation. Educators gain high-level familiarity with the program, enabling them to focus their attention and planning efforts for coming school year.

Preparing to Teach Ready Classroom

Mathematics equips educators to launch successful *Ready Classroom Mathematics* implementations and begin to make connections between the program, the SMPs, and National Council of Teachers of Mathematics' (NCTM's) Effective Teaching Practices. Using print and digital resources, educators prepare for the first few weeks of instruction and learn how to administer the *Diagnostic* to gather reliable student data to drive instructional decisions. Throughout this preparation, educators focus on creating a discourse-rich classroom that supports students' mathematical reasoning and conceptual understanding through each day of instruction.

In Developing Mathematical Thinkers

through Instructional Routines, educators examine how to use the *Ready Classroom Mathematics'* Try-Discuss-Connect routine to support productive student discourse. Within each step of the routine, educators reflect on students' opportunities to engage with the SMPs—including making sense of and solving a task, discussing various strategies, and connecting between representations.

As educators prepare for a day of instruction focused on facilitating student-led discourse that leads to shared understanding of mathematical concepts, they analyze student data gathered from the Prerequisites report to inform instruction.

Tailored Support is planned collaboratively with the City to address the City's goals through key areas of professional development. Our specialists work directly with you to create *Tailored Support* agendas designed to address specific district or school implementation goals. *Tailored Support* can be designed to meet the needs of teachers, leaders, or coaches. Sessions can take the form of a structured learning session or a facilitated planning session.

In Leading a Ready Classroom Mathematics Implementation I, leaders will be introduced to strategies for identifying observable markers of effective mathematics instruction and practices that support educators in selecting appropriate program components, preparing for instruction, and establishing routines to facilitate meaningful discourse. If time permits, leaders construct a clear vision to ensure strong program rollout and work collaboratively to develop plans for communicating and engaging teachers in a unified vision and shared goals for *Ready Classroom Mathematics* use in their schools.

Outcomes:

- **Focus Outcome*** Locate and utilize essential components for planning goal-driven *Ready Classroom Mathematics* lessons.
- Motivate and prepare students to do their best on the *Diagnostic* in order to get reliable data to drive instruction.
- Prepare to deliver purposefully planned instruction for *Ready Classroom Mathematics*.
- Begin to establish a mathematics classroom where students make meaning of mathematics through purposeful conversation, perseverance, productive struggle, and collaborative thinking.

Outcomes:

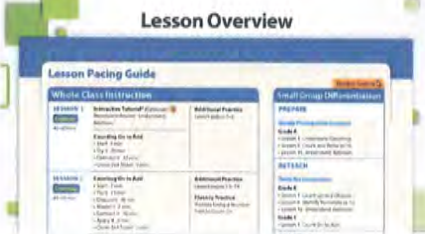
- **Focus Outcome*** Draw connections between the Try-Discuss-Connect routine and the Standards for Mathematical Practice.
- Use the routine as a vehicle for developing conceptual understanding through shared student thinking, productive struggle, and authentic discourse.
- Use data from the Prerequisites report to inform instruction.

We also offer a standardized onsite curriculum for Practicing and Advanced users of our core mathematics program, and subsequent years' professional development will be planned in conjunction with the City. Detailed course descriptions are available in proposal Appendix C and also on our website: <https://www.curriculumassociates.com/products/ready-classroom-mathematics/professional-development>.

We provide **Collaborative Learning Extensions (CLEs)** and the **Educator Prep Series** to school and district leaders to help them continue professional learning with teachers throughout the school year. CLEs support faculty and staff development efforts by prompting reflection and deepening practice between professional development sessions. Designed for flexible use within current data and collaboration routines, they can be incorporated into professional learning communities, in-service days, or other staff development opportunities.

Available to educators through their Teacher Digital Experience, the Educator Prep Series is a flexible complement to—and extension of—onsite *Ready Classroom Mathematics* professional development. The Educator Prep Series consists of short courses and videos that highlight and align to NCTM's Effective Mathematics Teaching Practices. Focus areas include preparing for instruction, supporting productive struggle, promoting fluency, and facilitating meaningful discourse. These courses are intended to be used on-demand to help educators extend or refresh their learning as they put *Ready Classroom Mathematics* strategies into practice.

For additional ongoing support, **collaborative planning and self-study resources** are available at no additional cost to teachers 24/7 on our **user support site, Ready Classroom Central** (<http://readyclassroomcentral.com/>; example in Figure 21).



Lesson Overview

Lesson Pacing Guide

Whole Class Instruction

Lesson	Instructional Focus	Mathematical Practices
Lesson 1	Understanding the Area of a Square	1. Reasoning abstractly and quantitatively
Lesson 2	Understanding the Area of a Rectangle	1. Reasoning abstractly and quantitatively
Lesson 3	Understanding the Area of a Triangle	1. Reasoning abstractly and quantitatively

Small Group Implementation

PREPARE

Grade 4

Lesson 1: Understanding the Area of a Square

Lesson 2: Understanding the Area of a Rectangle

Lesson 3: Understanding the Area of a Triangle

RESOURCES

Grade 4

Lesson 1: Understanding the Area of a Square

Lesson 2: Understanding the Area of a Rectangle

Lesson 3: Understanding the Area of a Triangle

Resources:

- [FAQ: How do I pace and plan my Ready Classroom Mathematics lessons?](#)
- [Lesson Preparation Template](#)
- [Lesson Preparation Support Tool](#)
- Lesson Preparation Samples: [Grade K](#) | [Grade 1](#) | [Grade 4](#)

Figure 21. Lesson Planning from *Ready Classroom Central* helps teachers prepare for lessons with various resources.

Draft Implementation Plan

To ensure the City's core math implementation is fully deployed and operational, there are many variables that must be considered. The following **draft Year One project schedule** encompasses four phases, plus ongoing support:

- Phase I—Planning, Set-Up, and Delivery
- Phase II—Training, Implementation, and Professional Development
- Phase III—Site-Based Support
- Phase IV—Program Evaluation and End-of-Year Planning
- Ongoing Support

We will **collaborate with the City to refine and finalize** these dates, milestones, and deliverables.

Each of our onsite courses—except for *Leading a Ready Classroom Mathematics Implementation*—lasts up to six hours on a single day at a single location, with no more than 30 participants at any one time during the session. Our **flexible professional development model** allows our trainers to divide teachers into groups (e.g., two three-hour courses or three two-hour courses), cycle through planning periods, and adapt the sessions to meet the participants' specific needs—maximizing the City's available time and resources. *Leadership Best Practices* lasts up to three hours and is centrally delivered.

In the following table, "centralized" refers to participants from multiple sites/schools/building attending a session held at one central location. "Site-based" refers to participants from one site/school/building attending a session held at that same location.

Draft Implementation and Support Plan for City of Waterbury, Education Department, Year 1	
Phase I: Planning, Set-Up, and Delivery	
Milestone 1: Implementation Planning	
Objective	Determine and solidify school goals, participants, and deliverables for the project to establish accountability measures.
Participants	District and school leadership team; Curriculum Associates' implementation team
Est. Date	Soon after contract award
Time to Complete	Time to be determined: via conference calls and/or GoToMeeting™ or face-to-face
Milestone 2: Account Setup and Delivery	
Objective	Import all users into <i>i-Ready</i> prior to implementation/deployment. Ship <i>Ready Classroom Mathematics</i> materials.
Participants	School/District coordinators and data manager; Curriculum Associates' Account Manager, Patti Novy
Est. Date	Immediately following completion of Milestone 1

Draft Implementation and Support Plan for City of Waterbury, Education Department, Year 1	
Time to Complete	We will work with the City's IT team to find the best method for onboarding roster information. In the absence of a City contract, student data is currently provided via manual provisioning. If we are selected by the City for a contract, we recommend automated provisioning, which takes approximately 2½–3 weeks to set up. For <i>Ready Classroom Mathematics</i> materials, estimated delivery is 7-10 days following receipt of purchase order.
Phase II: Initial Training, Implementation, and Professional Development	
Milestone 3: Leading a Ready Classroom Mathematics Implementation I—Centralized Professional Development	
Objectives	Leaders who are new to implementing this program are introduced to strategies for identifying observable markers of effective mathematics instruction and to practices that support educators in selecting appropriate program components, preparing for instruction, and establishing routines to facilitate meaningful discourse. If time permits, leaders construct a clear vision to ensure strong program rollout and work collaboratively to develop plans for communicating and engaging teachers in a unified vision and shared goals for <i>Ready Classroom Mathematics</i> use in their schools.
Participants	District and school leadership team (principals and key personnel, such as instructional technology leads, instructional designers, instructional coaches, lead teachers); Curriculum Associates' Professional Development Specialist(s)
Time to Complete	Centralized up to 3-hour session (direct-to-staff) with a maximum of 30 participants per session. Each participant will attend one session. This session may be purchased à la carte, or is free with purchase of our recommended professional development sessions for three or more sites.
Est. Date	Dates to be determined with the City
Milestone 4: Preparing to Teach Ready Classroom Mathematics—Site-Based Professional Development	
Overall Goal	Train participants on basic use and implementation of <i>Ready Classroom Mathematics</i> used in conjunction with <i>i-Ready</i>
Objectives	Equips educators to launch successful <i>Ready Classroom Mathematics</i> implementations and begin to make connections between the program, the SMPs, and the NCTM Effective Teaching Practices. Using print and digital resources, educators prepare for the first few weeks of instruction and learn how to administer the <i>Diagnostic</i> to gather reliable student data to drive instructional decisions. Throughout this preparation, educators focus on creating a discourse-rich classroom that supports students' mathematical reasoning and conceptual understanding through each day of instruction.
Participants	City teachers, staff, and administrators; Curriculum Associates' Professional Development Specialist(s)
Est. Date	Exact date(s) to be determined with the City. Will occur prior to first administration of the <i>Diagnostic</i> assessment and after account set-up (Milestone 2).
Time to Complete	Onsite, direct-to-staff session with a maximum of 30 participants at any one time during the session. The recommended time for this course is six hours.

Draft Implementation and Support Plan for City of Waterbury, Education Department, Year 1	
DIAGNOSTIC ASSESSMENT ADMINISTRATION (3 times per school year)	
Objective	Pinpoint student strengths and needs to the sub-skill level, providing comprehensive, real-time reports and resources to inform instructional decision making
Participants	Students, teachers, and assessment administrators
Est. Dates	During a full school year implementation, we recommend administration toward the beginning of the school year, mid-year, and toward the end of the school year (three times per year, with 12–18 weeks of instruction between administrations).
Time to Complete	Administration is untimed. For students in grades K–1, we recommend scheduling two 20–30-minute sessions. An average student in grades K–1 takes between 25–35 minutes of active testing time to complete the <i>Diagnostic</i> , with the majority completing in < 45 minutes. For students in grades 2–5, we recommend scheduling two 40–50-minute testing sessions. An average student in grades 2–5 takes between 40–60 minutes of active testing time to complete the <i>Diagnostic</i> , with the majority completing in < 80 minutes.
Milestone 5: Developing Mathematical Thinkers through Instructional Routines—Onsite Professional Development	
Objectives	Educators go deeper in examining how to use the <i>Ready Classroom Mathematics'</i> Try-Discuss-Connect routine to support productive student discourse for all learners. Within each step of the routine, educators prepare to maximize students' opportunities to engage with the SMPs, including making sense of tasks and solving problems, exploring various strategies, and connecting between multiple mathematical representations. As educators prepare for a day of instruction focused on facilitating student-led discourse that leads to shared understanding of mathematical concepts, they analyze student data gathered from the Prerequisites report to inform instruction.
Participants	Teachers and administrators; Curriculum Associates' Professional Development Specialist(s)
Est. Date	Date(s) to be determined, but must occur a minimum of two weeks <i>after</i> close of the first <i>Diagnostic</i> administration window
Time to Complete	Site-based, direct-to-staff session (up to six hours) with a maximum of 30 participants at any one time during the session
<ul style="list-style-type: none"> TEACHER-LED AND ONLINE INSTRUCTION: <i>Tools for Instruction, i-Ready Personalized Instruction, Ready Classroom Mathematics</i> lessons accessed digitally by teachers via the online <i>Teacher Toolbox</i> (throughout the school year) 	
Objective	Support student learning with targeted, differentiated instruction delivered in-class by teachers as well as online via <i>i-Ready Personalized Instruction</i>
Participants	Teachers and students
Est. Date	Throughout the school year

Draft Implementation and Support Plan for City of Waterbury, Education Department, Year 1	
Time to Complete	Teacher-led small-group and/or whole-class instruction guided by <i>i-Ready</i> 's reports and the robust resources available in <i>Ready Classroom Mathematics</i> and <i>i-Ready</i> . Dedicated weekly time in <i>i-Ready Personalized Instruction</i> online lesson modules
Outcomes	Measurable increase in learning outcomes, as gauged by the <i>Diagnostic</i> assessments
Phase III: Site-Based Support	
Milestone 6: Tailored Support—Site-based Professional Development	
Overall Goal	Sessions are designed to support building-level implementation for users at all levels, and can be adapted to meet specific user needs and professional learning structures.
Objectives	Supporting Fidelity: Together with the City, we identify data trends and recommend topics to get everyone on the path to blended-learning success. This session ensures that momentum from previous professional development sessions extends to the second part of the school year and beyond. Topics may include: Using <i>Ready Classroom Mathematics</i> Assessment Data to Drive Instruction and Planning and Pacing.
Participants	Teachers, Curriculum Associates' cadre of Professional Development Specialist(s)
Est. Date	Date(s) to be determined, but will occur between assessment administration windows
Time to Complete	Site-based session of up to six hours (direct-to-staff) with up to 30 participants per session
Phase IV: Program Evaluation and End-of-Year Planning	
Milestone 7: Program Review and Evaluation	
Objective	Present mid- and end-of-year District-level growth reports, review results, and evaluate program efficacy with District leadership team
Participants	District and school leadership team; Curriculum Associates' implementation team
Est. Date	Twice per year, after administration of the second and third <i>Diagnostic</i> assessments
Time to Complete	Presentation time and format may vary.
Outcomes	Provide summary results data reports to District and school staff
Ongoing Support	
Ongoing: Monitor Regular Usage	
Objective	Curriculum Associates' Account Manager, Patti Novy, and implementation team will regularly monitor school <i>i-Ready</i> usage to ensure established procedures are being followed.
Participants	Teachers and principals, Curriculum Associates' Account Manager Patti Novy and implementation team
When	Ongoing throughout the year
Delivery Mode	Email and phone call check-ins

Draft Implementation and Support Plan for City of Waterbury, Education Department, Year 1	
Ongoing: Refresher Webinars and Supporting Documentation	
Objective	Ongoing training, FAQs, and product manuals available 24/7 help school users effectively implement and use the program.
Participants	Teachers and principals
When	Ongoing throughout the year
Delivery Mode	To supplement onsite professional development, users have 24/7 access to self-paced training, help documentation, and implementation resources through their unique login to the <i>i-Ready Central</i> and <i>Ready Classroom Central</i> websites.

Customer and Technical Support

For *i-Ready* and *Teacher Toolbox* technical questions, educators will **have unlimited access to our U.S.-based Technical Support team**—at no additional cost—throughout the life of the contract via toll-free telephone and email. This one-on-one support is available Monday through Friday, 7:00 a.m.–9:00 p.m. Eastern Time (excluding holidays). Inquiries received after business hours will receive priority attention the next business day.

For other questions, **Customer Service** is available Monday through Thursday, 8:30 am–6:00 pm Eastern Time, and Friday, 8:30 am–5:00 pm Eastern Time, excluding holidays. Calls to Customer Service are answered immediately during business hours—directly by a person, not an automated system.

c. Services Expected of the City

Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

The draft Implementation and Support Plan for Year One presented above in response to question 3.b. highlights the **roles and responsibilities of both the City and Curriculum Associates** to effectively implement the proposed mathematics solution. The plan includes the City's involvement with account set up, professional development, ongoing assessment, and implementation of the math materials.

i-Ready is provided as a **web-based, vendor-hosted Software-as-a-Service (SaaS) application**, and the City will need to participate in the initial program/*i-Ready* account set up. All upgrades are pushed from our centrally hosted, secure servers directly to the application. There is no additional charge for *i-Ready* **program enhancements and upgrades**, assuming the licenses are in good standing. Release Notes posted to the *i-Ready* teacher and administrator dashboards will explain the new software features, and Patti Novy, the Account Manager, will answer questions users may have about the new product features.

4. Cost Schedule

Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non- personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non- personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

We provide the Cost Schedule in a separate, sealed envelope as instructed on page 7 of the RFP.

5. Information Regarding: Failure to Complete Work, Default and Litigation

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?

No.

b. Have you ever defaulted on a contract? If so, where and why?

No.

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

No.

d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

No.

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

No.

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No.

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

No.

6. Exceptions and Alternatives

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

Clarifications and Exceptions

Curriculum Associates respectfully requests the following clarifications and exceptions. We look forward to working collaboratively with the City of Waterbury Department of Education to find solutions to these areas that are amenable to both parties:

1. Request for Proposal, Section E, General Information, Subsection 2, Page 2; Request for Proposal, Section G, Conditions, Subsection 14, Page 4; Request for Proposal, Section H, Proposal Requirements & Required Format, Page 5; Request for Proposals, Attachment C:

Curriculum Associates requests that these clarifications and exceptions be incorporated into its response and into any potential agreement between the parties.

2. Request for Proposal, Section G, Conditions, Subsection 2, Page 3; Professional Services Agreement, Section 7, Passing of Title and Risk of Loss, Page 8; Professional Services Agreement, Section 13.1.1, Page 15; Professional Services Agreement, Section 13.4, Rights Upon Cancellation or Termination, Pages 16-17; Professional Services Agreement, Section 14, Ownership of Instruments of Professional Services, Page 17:

Curriculum Associates wishes to clarify that any product developed under the contract for the sole benefit of the City is to be the sole property of the City. For the avoidance of doubt, nothing under the contract will grant the City ownership of Curriculum Associates' proprietary software solutions and/or related training materials.

3. Request for Proposal, Section G, Conditions, Subsection 7, Page 3; Professional Services Agreement, Section 16, Subcontracting, Page 18:

Curriculum Associates wishes to clarify that Amazon Web Services, its cloud service provider, and other vendors used in the ordinary course of business who perform technology and software development and maintenance services under Curriculum Associates' supervision on Curriculum Associates' internal systems are not considered subcontractors under this agreement.

4. Professional Services Agreement, Page 1:

Curriculum Associates wishes to clarify that it is a Massachusetts Limited Liability Company duly authorized and registered to do business in Connecticut.

5. Professional Services Agreement, Section 3, Responsibilities of the Consultant, Page 3:

Curriculum Associates wishes to clarify that “data” excludes de-identified data, which refers to data generated from student usage of *i-Ready* from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. Curriculum Associates may use de-identified data for product functionality, product development and research purposes, as allowed under FERPA.

6. Professional Services Agreement, Section 6, Compensation, Pages 6-7:

Curriculum Associates wishes to clarify that when work performed includes annual subscriptions to hosted software solutions, payment is due upon the City receiving access to such software.

7. Professional Services Agreement, Section 6, Compensation, Subsection 6.6, Liens, Pages 7-8:

Curriculum Associates wishes to clarify that all print materials provided under the contract will be delivered free of liens and encumbrances. However, Curriculum Associates grants liens on its intellectual property assets to its lending institution, which is customary in the ordinary course of business.

8. Professional Services Agreement, Section 8, Indemnification, Subsection 8.1, Page 8:

Curriculum Associates wishes to insert the phrase “third party” after the word “all” and before the word “claims.”

9. Professional Services Agreement, Section 8, Indemnification, Subsection 8.4, Page 9:

Curriculum Associates wishes to clarify that, due to the nature of the products and services being provided under this RFP, it does not feel that it is necessary to secure a performance bond.

10. Professional Services Agreement, Section 9, Consultant’s Insurance, Subsection 9.2, Page 9:

Curriculum Associates wishes to strike the phrase “whether such obligations are the Consultant’s or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable” as it will not be using subcontractors for this contract.

11. Professional Services Agreement, Section 9, Consultant’s Insurance, Subsection 9.7, Certificates of Insurance, Page 11:

Curriculum Associate wishes to strike the waiver of subrogation requirements.

12. Professional Services Agreement, Section 9, Consultant's Insurance, Subsection 9.8, Page 11:

Curriculum Associates wishes to revise the subsection to read as follows: "No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a Certificate of Insurance, along with additional insured endorsements."

13. Professional Services Agreement, Section 9, Consultant's Insurance, Note to Using Agency, Page 11:

Curriculum Associates wishes to clarify that Pollution Insurance is not applicable to the products and services being provided under this RFP.

14. Professional Services Agreement, Section 10.3, Labor and Wages, Page 12:

Curriculum Associates wishes to insert the word "applicable" after the word "the" and before the word "labor."

15. Professional Services Agreement, Section 17, Assignability, Page 18:

Curriculum Associates wishes to insert the phrase "except in connection with the sale of all or substantially all of the outstanding assets or equity of the Consultant" after the word "City" and before the word "provided" in the first sentence.

7. Additional Data

Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

Every Student Succeeds Act (ESSA) Studies

Both *Ready* and *i-Ready* meet **Every Student Succeeds Act (ESSA)** criteria. Appendix D contains several impact studies documents with pertinent information, which is summarized here.

An impact evaluation of the **blended core mathematics program for elementary grades** (the *Diagnostic*, *i-Ready Personalized Instruction*, and *Ready Mathematics*—the foundation for *Ready Classroom Mathematics*) by the third party research firm, Human Resource Research Organization (HumRRO), concluded that student participation in the *Ready Mathematics* blended core curriculum resulted in **higher student-level achievement in mathematics**, as measured by the *Diagnostic*, compared with a control group of students using only the *Diagnostic*. This study met ESSA Level 2 criteria.

Additional studies of *Ready Mathematics* and *i-Ready* alone have yielded similar positive findings and have also met ESSA Levels 2 and 3 criteria.

HumRRO conducted a quasi-experimental study examining the impact of *i-Ready Personalized Instruction* among elementary students in grades K–5 during the 2017–2018 school year. Leveraging propensity score matching at the school and student level, HumRRO identified a final sample of 121 schools and more than 37,000 students. Final impact analyses using hierarchical linear modeling showed that students in schools implementing *i-Ready Personalized Instruction* with fidelity experienced statistically significantly **higher student-level achievement in mathematics for all grades**. Implementing *i-Ready Personalized Instruction* with fidelity was defined as using *i-Ready Personalized Instruction* for an average of 30 minutes per week for at least 18 weeks.

In the spring of 2018 Curriculum Associates conducted comprehensive research into the impact of *Ready Mathematics* instruction (as well as *Ready Reading*) on student academic proficiency as measured by state summative test scores. In this study, consisting of schools from across New York State² where students had access to *Ready* books during the 2016–2017 academic year and took the New York State assessments in spring 2017, our researchers found that schools that had access to the *Ready* program experienced **higher scores on the state assessment** than schools that did not have access to *Ready*, controlling for key demographic factors. Scores on the New York State Grades 3–8 Test for those schools that had access to *Ready* were substantially higher than scores for schools without access to *Ready*.

² This research study focused on the impact of *Ready* in New York State so that we could evaluate results on a state's summative assessment. New York is among the most diverse states in the U. S., with schools in rural, suburban, and urban settings, and students from every demographic group, making results highly generalizable to the nation.

i-Ready Demonstration Account Access and Credentials

We have provided login credentials so that you may evaluate *i-Ready Diagnostic & Instruction* using demonstration accounts for different user types: one administrator, one teacher, and eighteen students. The provided credentials are valid until April 30th, 2020. If the evaluation team needs additional demonstration accounts or experiences any technical difficulties logging in, please contact Jackie Sullivan, jsullivan@cainc.com, 978-313-1315.

Getting Started

To get started, go to <https://pd.i-ready.com>.

Please use the following logins **EXACTLY** as they appear below:

Login Type	Username	Password
Administrator	A04H_DAdmin008a_AS	Demo4Educators
Teacher	A04H_Teacher008a_TS	Demo4Educators
Grade K		
Student Diagnostic	A04H_GrKStudent008a_DS	Demo4Educators
Student Instruction	A04H_GrKStudent008a_LS	Demo4Educators
Grade 1		
Student Diagnostic	A04H_Gr1Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr1Student008a_LS	Demo4Educators
Grade 2		
Student Diagnostic	A04H_Gr2Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr2Student008a_LS	Demo4Educators
Grade 3		
Student Diagnostic	A04H_Gr3Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr3Student008a_LS	Demo4Educators
Grade 4		
Student Diagnostic	A04H_Gr4Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr4Student008a_LS	Demo4Educators
Grade 5		
Student Diagnostic	A04H_Gr5Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr5Student008a_LS	Demo4Educators
Grade 6		
Student Diagnostic	A04H_Gr6Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr6Student008a_LS	Demo4Educators
Grade 7		
Student Diagnostic	A04H_Gr7Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr7Student008a_LS	Demo4Educators
Grade 8		
Student Diagnostic	A04H_Gr8Student008a_DS	Demo4Educators
Student Instruction	A04H_Gr8Student008a_LS	Demo4Educators

Understanding Account Types

There are three different kinds of accounts you can explore using your demo environment. You can log in as an administrator, teacher, or as a student. These are key features of each account type.

Administrator:

- View district, school, class, and student-level reports
- Export sample data as a .csv file
- View personalized lesson plans for students
- View all school administrators, classes, teachers, and students
- Use in-product help, explore Tools for Instruction, and preview online lessons

Teacher:

- View class- and student-level reports
- View classes and students
- View personalized lesson plans for students
- Use in-product help, explore Tools for Instruction, and preview online lessons

Students:

- See the experience of taking the *i-Ready Diagnostic*, including completing test items (select a student login which ends in "DiagnosticSampling")
- Use *i-Ready Instruction* (select a student login which ends in "LessonSampling")
- See how a student views their results using My Progress (use any student account)
- Choose study buddies, themes and explore rewards on the student dashboard (use any student account)



Ready Classroom Mathematics Teacher Toolbox

How do I access the Ready Classroom Mathematics Teacher Toolbox?

- Go to the following URL: <http://www.teacher-toolbox.com>
- Enter your user name where it says "Email Address" and password where it says "password"
- Click "Log In"

The screenshot shows the login page for the Ready Classroom Teacher Toolbox. At the top right is a link for "? Support". The logo "Ready Teacher Toolbox" is centered. Below it are two input fields: "Email address" with the text "waterburyCT@reviewer.com" and "Password" with masked characters. A "Forgot password?" link is to the right of the password field. At the bottom are two buttons: "Register Now" and "Log In".

- Click on the "Math" button

The screenshot shows the dashboard after logging in. At the top are links for "? Support", "Profile", and "Log Out". The "Ready Teacher Toolbox" logo is centered. Below it, a welcome message says "Welcome, Waterbury Reviewer!" followed by "To get started, select a subject and grade." There is a "Math" button and a link for "View or Add License Codes" at the bottom.

System Requirements

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	Required to be added to safe list for access to any <i>i-Ready</i> experiences	Additionally, these are required to be added to the safe list specifically for access to <i>i-Ready Learning Games</i> and <i>i-Ready Standards Mastery</i>
If you can whitelist by wildcard domain, whitelist:	<ul style="list-style-type: none"> • *.i-ready.com • *.vidyard.com • *.cainc.com • i-readycentral.com • teacher-toolbox.com 	<ul style="list-style-type: none"> • *.learnosity.com • *.cloudfront.net • *.i-ready.com
If you can whitelist by domain (no wildcards), whitelist:	<ul style="list-style-type: none"> • login.i-ready.com • cdn.i-ready.com • cainc.i-ready.com • content.i-ready.com • help.i-ready.com • sso.i-ready.com • i-readycentral.com • securemail.cainc.com • sftp.i-ready.com • teacher-toolbox.com • api.i-ready.com • pd.i-ready.com • hec.i-ready.com • ca.vidyard.com • play.vidyard.com • embed.vidyard.com 	<ul style="list-style-type: none"> • items.learnosity.com • items-va.learnosity.com • assess.learnosity.com • assess-va.learnosity.com • questions.learnosity.com • questions-va.learnosity.com • eventbus.learnosity.com • eventbus-va.learnosity.com • events.learnosity.com • events-va.learnosity.com • reports.learnosity.com • reports-va.learnosity.com • assets.learnosity.com • annotations.learnosity.com • annotations-va.learnosity.com • shared.learnosity.com • dw6y82u65ww8h.cloudfront.net • g.i-ready.com • g-api.i-ready.com • g-accounts.i-ready.com • g-log.i-ready.com • g-statssc.i-ready.com
Ports to Allow	443 and 80	443 and 80

Note: Please also make sure info@about.curriculumassociates.com is added to your email client as a safe sender in order to receive information about product updates.

The *i-Ready Learning Games* iPad app is free and available for download through the Apple App Store. Note that this app is not supported on iPad minis and is not accessible on other tablets or on any phones.

4. General Requirements

4.1 Other *i-Ready* Required Software

- (Windows only) Adobe Reader®—The latest version of Adobe Reader can be downloaded here: <http://get.adobe.com/reader>.

Adobe® Reader® is a registered trademark of Adobe Systems Inc. in the United States and/or other countries.

4.2 Browser Settings

i-Ready requires the following settings for the web browser:

- JavaScript® must be enabled.
- Cookies must be enabled.
- Pop-ups must be allowed for login.i-ready.com for teacher reports.

JavaScript® is a registered trademark of Oracle, Inc. and its affiliates.

4.3 Minimum Computer Hardware Requirements

Curriculum Associates works toward expanding support for as many devices as possible; the listed hardware specs apply to Windows, Macintosh, and Chromebook™ machines. Hybrid tablets or touch screen-enabled device performance may vary and cannot be listed as tested and approved devices. Please contact our Support team for questions regarding any of the following:

	Windows	Mac OS	Chromebooks*
CPU	Intel® Core™ i3 1.7 GHz (base) or better	Intel® Core™ 2 Duo 2.0 GHz	1.6 GHz or faster (except dual-core Exynos processors)
Memory	4 GB or higher	4 GB or higher	2 GB or higher
Video RAM	256 MB or higher	256 MB or higher	256 MB or higher
Video Resolution	1024 x 768 or greater	1024 x 768 or greater	1024 x 768 or greater
Sound Card and Headphones/Speakers	Yes	Yes	Yes

***Note:** Curriculum Associates recommends Chromebooks with an Octane score of 8000 or higher for an optimal *i-Ready* experience. To test your Octane score, go to <http://chromium.github.io/octane/>.

Occasionally, email communications sent by Curriculum Associates do not reach our educators. Below are some common issues and resolutions to allow for the reliable receipt of our emails. If you believe you are not receiving email from us, please do the following:

- **Check your spam filter.** Emails from Curriculum Associates may be seen by your email client as promotional material, junk, or clutter. Checking these folders regularly and flagging our emails as coming from an approved sender will ensure educators stay current with our communications and receive the most up-to-date, best-practice implementation guidance. Look in your spam, junk, or bulk folder for the email. If it is in one of those folders, add the email address to the safe sender list in your email client.
- **Check your Gmail tabs.** If you are on a Gmail-based email system (Google Apps for Business/Education): in order to ensure you see communications emails from us, you may want to ensure they appear in your “primary” tab by dragging the email from another tab to the “primary” section.
- **Contact your district IT team.** If the email communication is not in your spam, junk, or bulk folder, it is possible that your district IT team is using a filtering device (firewall/content filter) that is blocking or slowing down the communication. The team will also be able to tell if the district may be blocking one or more of the IP addresses that we use for our communications. If a district blocks any of these IP addresses, educators may not receive the email from Curriculum Associates (including the *i-Ready* and *Ready* teams). Asking the IT team to whitelist the IP addresses and Email Domains listed above is the best solution to resolve blocked emails.

7. User Provisioning and SSO Requirements

7.1 Provisioning:

Curriculum Associates has the ability to provision data using multiple methods. The preferred provisioning method is Auto Provisioning (AP), which can be accomplished in the following ways:

- District can send data to CA (APCSV)
- For some SISs, CA can access the district’s database and pull the data (AP Assist)
- Clever Secure Sync
- OneRoster® 1.1 data standard

7.2 Single Sign-On (SSO):

SSO can be performed using one of the following methods:

- Clever Single Sign-On

i-Ready Terms and Conditions:

These Terms and Conditions of Use (the "TOU") apply to the digital product offerings of Curriculum Associates, LLC ("CA") including *i-Ready® Diagnostic*, *i-Ready® Instruction*, *i-Ready® Learning Games*, *i-Ready® Standards Mastery*, *i-Ready* reports and reporting tools, *Ready Classroom Mathematics Teacher Toolbox*, and the e-book versions and digital components of *Ready Classroom Mathematics*. These offerings are referred to in these terms of use as the "Digital Products." These terms apply to all of the Digital Products except where CA has noted otherwise. By using your login to access the system, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" in these TOU refer to your organization, which has licensed access to i-Ready from CA. All authorized users within your organization are expected to comply with these TOU.

Copyright and Proprietary Rights

The Digital Products and the content contained therein are the sole property of CA and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Digital Products and in the software, text, graphics, design elements, audio, music, and all other materials contained in the Digital Products are reserved by CA and its licensors. You may not use the Digital Products in any manner that infringes the proprietary rights of any person or entity.

Data Collection, Ownership, and Security

In connection with your use of the Digital Products, you will be asked to provide CA with data about your students. You represent and warrant that you have the right to provide CA with all of the data you input into the Digital Products. As your students use the Digital Products, data will be generated about your students' usage, performance, and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data." You shall own all right, title, and interest in and to the Customer Data. However, you hereby grant CA a worldwide, royalty-free license to use the Customer Data during the term of your agreement with CA to host and make access to the Digital Products available to you. You also grant CA a worldwide, royalty-free, perpetual license to use the Customer Data in de-identified format only for product development, research, and other purposes. Furthermore, CA agrees not to attempt to re-identify de-identified Customer Data and not to transfer de-identified Customer Data to any third party unless such party agrees not to attempt re-identification.

CA takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously. CA will not reveal student names, identifiers, or individual assessment results to any third parties. CA will not use any Customer Data to advertise or market to students or parents. For a full description of CA's data handling policies and procedures, please review Curriculum Associates' Data Handling Policy and Privacy Statement by clicking here: https://cdn.iready.com/instruction/content/system-check/iReady_Privacy_Policy.pdf.

Access to the Digital Products

Your authorized users will need valid usernames and passwords to access the Digital Products. You are responsible for the integrity and security of your usernames and passwords. Please advise CA immediately if any of your usernames and/or passwords have been compromised.

CA will use commercially reasonable efforts to make the Digital Products available to you 24 hours a day, except for: (a) planned downtime, of which CA will give you reasonable notice where possible, and which CA shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond CA's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

Special Terms for Ready Classroom™ Mathematics Teacher Toolbox

The Ready Classroom Mathematics Teacher Toolbox is intended for use by teachers and school administrators only. The PDF files within the Ready Classroom Mathematics Teacher Toolbox contain content that is included in CA's proprietary Ready curriculum materials. These PDFs are provided to you on a limited-permission basis. While you may download PDFs and certain portions of the Ready Classroom Mathematics Digital Products to your computer for your own reference, you may not post or share electronic copies of any PDF files. You may print and/or make copies of student and teacher pages from PDFs on the Ready Classroom Mathematics Teacher Toolbox in limited quantity and for use in your own classroom. Copies of these materials must include all copyright, trademark, and other proprietary rights notices contained on the original pages from which the copies were made. Except as specified in this paragraph, you may not reproduce, upload, post, transmit, download, or distribute any part of the Ready Classroom Mathematics Teacher Toolbox content or information.

Special Terms for Ready Classroom Mathematics Editable Materials

For users of Ready Classroom Mathematics, we provide editable versions of select resources ("RCM Editable Materials") through Ready Classroom Mathematics Teacher Toolbox. For these RCM Editable Materials, the TOU described above still apply, except that printing, copying, and editing the RCM Editable Materials is permitted. However, you must not remove any copyright notices from the RCM Editable Materials. Curriculum Associates is not responsible for any alterations you make to the RCM Editable Materials, and Curriculum Associates makes no guarantee that the RCM Editable Materials will be of the same high quality or will accurately convey the mathematics concepts found in Ready Classroom Mathematics once they have been edited.

Special Terms for Ready Classroom Mathematics Thin Common Cartridge® Customers

For users of Ready Classroom Mathematics, we make select content from that program available for your licensed teachers and students as Thin Common Cartridge® ("Thin CC") for use in compliant Learning Management Systems ("LMS"). For this Thin CC content, all of the above-listed TOU apply, except that uploading/distributing the Thin CC files required to enable Thin CC content in your LMS is permitted.

Common Cartridge® is a registered trademark of the IMS Global Learning Consortium, Inc. (www.imsglobal.org).

Curriculum Associates

i-Ready® Platform

Data Handling and Privacy Statement

Last Updated: December 19, 2019

Purpose. Curriculum Associates takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling and Privacy Statement is to inform Curriculum Associates' customers about its current data security policies and practices, which are intended to safeguard this sensitive information. Curriculum Associates handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), the California Consumer Privacy Act, and other state student data privacy protection laws.

Scope. This policy covers the collection, use, and storage of data that is obtained through the use of Curriculum Associates' proprietary i-Ready® platform and related services provided by Curriculum Associates. The i-Ready® platform includes i-Ready® Diagnostic and Instruction, i-Ready Learning Games, i-Ready Standards Mastery, and i-Ready reports and reporting tools, and the e-book versions and digital components of Ready Classroom™ Mathematics which are collectively referred to in this policy as "i-Ready." Note that there are separate terms applicable only to Ready Classroom Teacher Toolbox, an educator-only facing product. These separate terms are described at the end of this privacy statement.

Student Data Obtained and Collected. Curriculum Associates receives certain information from its school district customers to enable students to use i-Ready. The following information is generally provided to Curriculum Associates for each student user of i-Ready: student first and last name, date of birth, gender, ethnicity or race, student school or class enrollment, student grade level, teacher name, English language learner status, and eligibility for free- or reduced-price lunch. When students use i-Ready, certain assessment results and usage metrics are also created. These results and usage metrics are used by Curriculum Associates as described below. While teachers and school administrators are able to access student information and related i-Ready usage data, this information is not made available to other students or the public. Note that Curriculum Associates does not solicit personally identifiable information directly from students—all student information is provided by school district customers or created through the use of the i-Ready platform.

Use of Student Data. Curriculum Associates only uses student data for education-related purposes. Curriculum Associates only uses student-identifiable data provided by schools and/or school districts to make i-Ready available to that particular student, and to provide related reports and services to that student's school and school district and its teachers and administrators. Curriculum Associates uses student data collected from the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates provides reporting capabilities to its educator customers, and these reports are generated based on collected i-Ready usage information. This usage data may also be used on an aggregated basis to allow Curriculum Associates' account management, customer service and tech support teams to provide services that more specifically meet the needs of our educator customers. Curriculum Associates collects and uses aggregated, de-identified student data for core product functionality to make i-Ready a more effective, adaptive product. "De-identified student data" refers to data generated from usage of i-Ready from

Employee and Contractor Policies and Procedures. Curriculum Associates limits access to student-identifiable data and customer data to those employees who need to have such access in order to allow Curriculum Associates to provide quality products and services to its customers. Curriculum Associates requires all employees who have access to Curriculum Associates servers and systems to sign non-disclosure agreements. Curriculum Associates requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working at Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

Third-Party Audits and Monitoring. In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the i-Ready application. Curriculum Associates reviews the third-party audit findings and implements recommended security program changes and enhancements where practical and appropriate.

Data Retention and Destruction. Student and teacher personal data is used only in the production systems and only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and teacher data from its production systems at the end of a contract. In addition, Curriculum Associates reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with Curriculum Associates' data retention practices. If Curriculum Associates is required to restore any materials from its backups, it will purge all student-identifiable data not currently in use in the production systems from the restored backups.

Correction and Removal of Student Data. Parents of students who use i-Ready may request correction or removal of their child's personally identifiable data from i-Ready by contacting their child's teacher or school administrator. The teacher or school administrator can then verify the identity of the requesting party and notify Curriculum Associates of the request. Curriculum Associates will promptly comply with valid requests for correction or removal of student data; however, removal of student personally identifiable data will limit that student's ability to use i-Ready.

Breach Notification. Curriculum Associates follows documented "Security Incident Management Procedures" when investigating any potential security incident. In the event of a data security breach, Curriculum Associates will notify impacted customers as promptly as possible that a breach has occurred, and will inform them (to the extent known) what data has been compromised. Curriculum Associates expects customers to notify individual teachers and parents of any such breach to the extent required, but will provide customers reasonably requested assistance with such notifications and will also reimburse customers for the reasonable costs associated with legally required breach notices.

Data Collection and Handling Practices for Ready Classroom Mathematics Teacher Toolbox

Ready Classroom Mathematics Teacher Toolbox is a set of resources intended for use by educators. It is not a student-facing product, and therefore no student data is collected through the use of Ready Classroom Teacher Toolbox. Curriculum Associates collects the following information about educators who use Ready Classroom Mathematics Teacher Toolbox: name, school or district affiliation, grade level teaching, and email address. Curriculum Associates uses this information for account registration and maintenance purposes. Curriculum Associates also records when educator account logins are created, and when educators log in and out of Teacher Toolbox. When a teacher uses Ready Classroom Teacher

Daniel Abramson, Senior Vice President, Instruction

Education

- M.Ed: Secondary Education, Western Washington University, Bellingham, WA
- B.A., History, Denison University, Granville, OH

Professional Experience

Curriculum Associates, LLC, Billerica, MA

2017-Present

Senior Vice President, Instruction

- Designs, produces, and launches our innovative, interactive and engaging instructional solutions.
- Record of leading all aspects of product development from ideation through delivery, along with his collaborative leadership duties.
- Served as the Senior Vice President of Instruction for us for nearly three years

Houghton Mifflin Harcourt (formerly Scholastic Education)

2013-2017

Senior Vice President of Product Development Intervention Solutions

- Provide direct management to 50-product development and digital production specialist supporting over
- 20 products that generate over \$200mm annually.
- Lead 200+ cross-functional product, engineering, editorial, and design teams in the development of best
- in-breed K-12 learning management, math, assessment, and reading programs.
- Envisioned, designed, and led "Spaces" initiative, a multi-platform teacher centric learning management
- application for HMM Intervention teachers and administrators.
- Served as technical integration lead for all due diligence efforts in support of the June 2015 acquisition by
- HMM.
- Initiated reorganization efforts and skills training to ensure the organizational design provides a structural
- framework to maximize the potential of the individuals on the team.
- Spearheaded and championed roll-out of the Scaled Agile Framework for Enterprise (SAFE) to provide
- transparency into core dependencies across 27 concurrent development teams, increase quality of
- deliverables, and drive down time to market.

SCHOLASTIC INC. New York, New York

2008 to 2011

Director of Product Development

- Created and managed \$10mm annual pre-pub and expense technology budget.
- Managed product development efforts across 14-Enterprise Edition software product portfolio.
- Led team of 50+ producers, engineers, and media specialists across multiple product lines.
- Designed Scholastic's data dashboard strategy, to better enables student, teachers, and administrators to
 - have quick and easy access to key performance metrics and targeted improvement strategies.
- Negotiated vendor and partner contracts.
- Executive Producer System 44 2006 to 2008
 - Led software product development for System 44, a groundbreaking reading intervention for students who
 - lack foundational literacy skills.
 - Managed software budgets, project schedules, and engineering and product owner teams.
 - Aligned product goals and features with instructional needs.
 - Identified and removed cross-team communication barriers that were major impediments to project success.
 - Analyzed proposed product feature set and re-aligned scope to meet the demands of schedule, budget, and instructional demands.
 - Generated multi-million dollar revenue producing product four months prior to targeted ship date.

Renee Connor, Associate Vice President, Mathematics

Education

- M.A., Mathematics Education, Wayne State University, Detroit Michigan
- B.A., Mathematics, Wayne State University, Detroit Michigan

Professional Experience

Curriculum Associates, LLC, Florida

2013-Present

Associate Vice President, Mathematics

- Oversee the development of all our core and supplemental mathematics programs
- Lead both the product development and product management teams.
- Support the District with questions pertaining to our product development process or questions about the rationale behind product decisions

Pearson Education

2011-2013

Director of Product Management

- Collaborate with upper-level management to develop long-term strategic plans for high school mathematics programs and drive the business planning process for all new investments
- Set business and market requirements for new high school mathematics programs; Write and obtain approval for new Business Plans
- Analyze the financial performance and manage the overall health of profit and loss statements for assigned product line
- Work collaboratively with the cross-functional team (Design, Editorial, Production, and Marketing) to ensure a successful execution of the product line strategy, product specifications and adherence to schedule and budget constraints
- Provide strategic direction for multiple products lines targeting the secondary mathematics market segment
- Gather customer feedback, analyze competition, and collaborate with Market Research teams to inform development of next-generation secondary mathematics programs
- Identify new market opportunities; Identify and secure new authors and program advisors

National Marketing Manager

2010 - 2011

- Developed and executed National Marketing Plans for mathematics textbooks and digital curriculum programs with annual revenue of over \$40,000,000
- Successfully launched Pearson High School Mathematics Common Core Edition; Exceeded program sales goal by 9 million and obtained 42% market share
- Responsible for the creation and execution of new strategies to drive Open Territory revenue

Patricia Novy, Account Manager

Education

- Bachelor of Science, Marketing, SUNY College at Oswego, Oswego, NY
- Currently working towards PMP® - Project Management Institute Certification

Professional Experience

Curriculum Associates, LLC

2015-Present

Account Manager

- Works with new and prospective customers to obtain the necessary information (including account set-up forms and customer support) to ensure the proper set-up of accounts
- Project management for school and district-wide product implementations
- Sets up accounts using consistent templates and processes
- Addresses educator concerns and ensures the resolution of issues in a timely manner, with follow-up when appropriate
- Provides account and product related support for incoming calls and emails from educators (teachers, specialists and school leadership)
- Assists with report interpretation and suggestions for using progress monitoring data in the

ENGAGING TOOLS, Long Island, NY

2005-2014

Marketing and Educational Consultant

Client: SchoolSource Technologies, Long Island, NY

2014-2015

Director of Business Development

- An education startup company, located on the SUNY Stony Brook campus, that advises school districts on the best in class technologies available. Recruited to build partnerships, engage districts and provide professional development in the K-12 and Higher Education markets. Manage product development, customer service and professional development associates.

Success & Achievements:

- Created successful partnerships in the areas of curriculum, operations, district communications, safety and technology.
- Initiated Classroom Champions to showcase new products and services.
- Overseeing million-dollar technology implementation utilizing my experience with the five project management process groups.
- Collaborate with senior district administration to streamline business processes and share data.

Leviton Manufacturing, Melville, NY

1995-2001

- A 100 year- old international company, Leviton helps customers create sustainable, intelligent environments through its electrical wiring devices, network and data center connectivity solutions, and lighting energy management systems.

Residential Marketing Manager

- Responsible for a sixty million dollar residential product line. Produced advertising and marketing materials, conducted market research and competitive analysis, created pricing strategies and promotions, managed tradeshow, and worked closely with the sales force and customers.

Success & Achievements:

- Developed marketing plans that resulted in an increased average sales growth of at least 8% each year for the Decora and Home Automation Lines.
- Honored by Mr. Harold Leviton for successful Builder Testimonial Advertising Campaign.
- Standardized new product introduction process and successfully launched 11 new products.
- Created Residential Toolbox to provide market analysis, product specifications and training to support sales force and customers.
- Developed and implemented consumer research designed to improve results of our promotions.
- Collaborated with Harvard Business School on a published case study for Leviton and Universal Design products and selected as a panelist at the International Conference on Universal Design.

Northwestern Mutual Life, Rochester, NY

1993 - 1995

Marketing Manager

- Launched marketing program, recruitment policies, media events and publicity for new agency.
- Success & Achievements:
- Championed the College Internship program and recruited the top 5 college intern team in the country.
- Increased agency call-in leads by 30% through advertising, speaking engagements and referrals.

Lisa Cattaruzza, Educational Sales Consultant

Education

- B.S., Management, Fairfield University

Professional Experience

Curriculum Associates, LLC, Billerica, MA

December 2013-Present

Educational Sales Consultant

- Works directly with customers to understand their needs and provide effective solutions
- Facilitates product implementation and provides high-level support to ensure long term success for all customers
- Represents Curriculum Associates by excelling in building relationships with clients on state, district, and school levels
- Serves school systems through a myriad educational tools with a core emphasis research-based, classroom-proven materials flexible, focused, and targeted instruction to help educators effectively address the diverse levels and needs in every classroom
- Employs a deep and ongoing understanding of product information, critical to revenue growth and company success

Teacher Created Materials Publishing

September 2010-December 2013

Supplemental Sales Representative for CT, RI and MA

McGraw-Hill Publishers

2009-2010

PreK-6 Textbook and E-Product Sales for CT and RI

Harcourt School Publishers/ Houghton Mifflin Harcourt

2006-2009

Pre K-6 Textbook and E-Product Sales for CT, VT, and RI

Shore Publishing, LLC

2003-2006

Advertising Account Executive

The Hessel Group/INEO

1994-2003

Training/Sales/Marketing Manager

Prudential Real Estate & Relocation

1985-1994

Director of Client Services

Jeff Ohmer, Regional Sales Manager Northeast

Education

- M.S., Education and School Administration, Johns Hopkins University
- B.S., Elementary Education, Indiana University of Pennsylvania

Professional Experience

Curriculum Associates, LLC

2018-Present

Regional Sales Manager, Northeast

- Regional Manager for the Northeast states
- Works directly with educators to understand their needs and provide effective solutions
- Facilitates product implementations and provides high-level support to ensure long term success for all educators

McGraw-Hill Education

2003-2018

National Manager, Achievement Solution Group

- Managed a team of eight sales representatives covering 27 states to support sales across the eastern half of the United States. Worked with the team and developed strategies and plans to work with other sales representatives and management to secure high level appointments, position appropriate solutions, to secure both new and incremental business along with promoting sales of professional development. Partnered with services team to develop and deliver effective professional development solutions to assure a successful implementation and renewal business.

Senior National Curriculum Specialist

- Responsible for supporting Marketing and Product Development Teams with launching new core resources in the market. Trained both internal and external stakeholders' content and positioning in the field. Developed training materials for both the field and for customers. Featured on the Online Professional Learning Environment.

Senior Curriculum Specialist

- Responsible for developing and executing a plan for supporting the ongoing implementation of research validated resources in K-12 classrooms. Worked with district level administration to develop plans for supporting teachers with implementing the resources with a high degree of fidelity.

District Manager

- Responsible for managing a regional sales team to support sales in the Northeast Region. Developed marketing and sales related activities to support the region while maintaining related budget lines. Directly related to these responsibilities was the collaborative development of cost effective and accountable professional development.

National Consultant

- Responsible for developing and implementing professional development curricula for teachers focusing on effective classroom instruction and for administrators focusing on implementing

Tony Mahfoud, Professional Development Specialist

Education

- M.A., Curriculum and Instruction, 4.0 GPA, University of Saint Joseph
- B.S., Mathematics, Western Connecticut State University
- 6th Year Math Leadership, 4.0 GPA, Central Connecticut State University

Professional Experience

Curriculum Associates, LLC

2018-Present

Professional Development Specialist

- Trains teachers and administrators on how to use Curriculum Associates' programs
- Manages district-wide implementation of Curriculum Associates' programming
- Works with classroom teachers and school officials to analyze results data

Luis Munoz Marin Elementary/Middle School (K-8)

2017-2018

Math Coach

- Researched and provided staff support that improved teaching and learning – including: teaching strategies, assessment of math skills, interpretation, and use of assessment results
- Researched and provided information and guidance regarding a range of effective and innovative math practices through various activities such as: individual discussions (informal and formal), coaching sessions, demonstration lessons with pre and post discussion, analysis, study groups, staff meetings, and professional development programs
- Provided support and assistance to all classroom teachers in the full implementation of district's adopted math programs (MIF and i-Ready) through score analysis and interpretation
- Provided on-site staff development to ensure that teachers were knowledgeable about program components and understood the instructional design of how the program met the standards (alignment)
- Assisted teachers in creating an interactive classroom and assured that recommendations for improvement were implemented
- Served as a resource in identifying appropriate instructional strategies and interventions to improve student achievement for all students
- Assisted teachers in preparation pacing for instruction
- Participated in collaborative grade level meetings to assist in the analysis and utilization of assessment data to improve the focus of instructional planning and student achievement
- Met weekly with the principal to review benchmarks and established data points to assess student progress towards established instructional goals
- Provided guidance and assistance with creating and implementing the school's strategic plan with specific and measurable goals

Shannon Gaumer, Senior Director, Professional Development

Education

- M.S., Educational Technology, Azusa Pacific University
- B.S., Elementary Education, Bloomsburg University
- CLAD Certificate, University of California LA

Professional Experience

Curriculum Associates, LLC, Billerica, MA

Jan 2016-Present

Senior Director, Professional Development

- Delivers training and onsite support related to *i-Ready* and *Ready Common Core* solutions
- Conducts internal professional development of new hires
- Schedules day-to-day team members working with sales, district and school leaders to coordinate training, initial planning, and ongoing support for *i-Ready* and *Ready Common Core* solutions.

Discovery Communications, Silver Springs, MD

2006-2016

Director of Professional Development, International (2010-2016)

Building Professional Capital

- Recruited, designed, and hosted training academies to build specialist capacity
- Provided continuous support through monthly meetings and consistent communication
- Analyzed survey results to ensure consistency and quality, which provided opportunities for feedback that resulted in growth of all specialists
- Established and managed protocols/procedures that built awareness of expectations, which enabled effective delivery of quality sessions

Maintain Operational Tasks

- Oversaw and submitted invoices/expenses and POs of all independent specialists
- Worked intensively with Buyer and Accounts Payable to streamline the payment process and document new processes for specialists
- Supported the finance department in creating revenue forecasts and recognized revenue reports
- Ensured all completed trainings were documented and communicated to the compliance department for revenue collection purposes
- Met monthly with compliance team to analyze open revenue and strategize on non-responsive clients

Robert Rossetti, Professional Development Specialist

Education

- B.S., Secondary Mathematics Education, Central Connecticut State University

Professional Experience

Curriculum Associates, LLC

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Professional Development Specialist

- Communicates with district coordinators to understand needs and expectations of training
- Delivers training and responds to Professional Development needs of district teachers and administrators
- Communicates with District leaders to assess needs after training and provide continued support

Odysseyware

June 2015-January 2019

Northeast Instructional Education Implementation Specialist

- Consistently built strong relationships with school administrators and educators by learning about their needs and challenges in advance of providing services
- Designed and conducted professional development programs and provided implementation support with new and existing clients
- Worked closely with account executives to best support the client's needs through the life of their account and actively worked to re-engage clients who were struggling
- Demonstrated an ability to successfully trouble-shoot problems that occurred during the migration of student data from one platform to another, inadequate wifi, and changing schedules
- Assisted in retaining Tier 1 clients for the firm
- Worked with the Northeast team to strategically plan out growth initiatives for the company
- Consulted with school districts to determine best practices for program implementation
- Consulted with administration to determine areas of learning and professional development needs
- Designed professional service models to assist teacher with Blended Learning and classroom implementation
- Coached and mentored school administrators and teachers on implementation best practices
- Selected to attend two national conferences in the field and education knowledge base
- Recruited to Odysseyware based on my success of implementing the product at my previous employment
- Developed a proficiency in using Microsoft Dynamics, and GoTo Suite

Maria LoRusso, Associate Vice President of Program Implementation

Education

- Master of Art, Educational Administration and Supervision, Pace University
- Master of Art, Teaching, Pace University
- B.A., History, Boston College

Professional Experience

Curriculum Associates, LLC, Billerica, MA

2009-Present

Associate Vice President of Program Implementation (2017-Present)

Director of Program Implementations (2011-2017)

- Responsible for successful implementations nationally, with a renewal rate of over 90%
- Developed and currently lead a team of account managers and support staff who focus on customer retention through outstanding service and support
- Designed and implemented national training program for *i-Ready* Diagnostic & Instruction

Data and Instruction Specialist (2009-2011)

- Trained and implemented 17 accounts in 7 months
- Led post-sales account management of LGL customers in the Eastern United States
- Conducted onsite product training for new and existing users
- Initiated programs and designed training sessions which increased product usage and customer satisfaction
- Managed district level relationships to promote data driven instruction using LGL products
- Collaborated with local sales representatives to address pre-sales questions and objections
- Hosted internal meetings to train the customer service team in serving as tier 1 support for incoming calls
- Shared best practices and established national visibility for new product features
- Spearheaded the development of resources for onsite customer training
- Delivered webinar training sessions for trial and pilot accounts

Teach for America, New York, NY

2006-2008

National NWEA Manager

- Designed professional development workshops and video-based training for implementation of NWEA
- Developed web-based course on interpreting and utilizing NWEA test results to inform instruction
- Traveled nationally to train groups of up to 80 teachers and trainers
- Developed and documented test administration processes for communication to regional teams
- Coached regional and national stakeholders to anticipate, identify and resolve implementation concerns

Scott Colaw, Vice President of Service Operations

Education

- B.S., Systems Science and Engineering with a focus on Business and Information Systems, University of Pennsylvania

Professional Experience

Curriculum Associates, LLC

2014-Present

Vice President, Services Operations

- Leads technical services and support teams to manage user technology experience, including:
 - Tier 1 Technical Support – providing front-line technical triage and remediation of customer issues
 - Tier 2 Technical Support – providing senior-level application support and engineering, including proactive monitoring of system usage and customer issues
 - Sales Engineering – providing technical health checks, technical training, sales support and onsite services when required
- Leads the Provisioning & Data Services team in all aspects of the customer data rostering and provisioning process, including:
 - Automated provisioning – establishing integrations with customer systems to update student and staff data in a nightly, automated process and setting up single sign-on (SSO)
 - General onboarding – for non-automated provisioning customers, insuring the timely upload of all roster data
 - Tools/Technology – responsible for the development and maintenance of supporting technology and tools utilized to deliver provisioning services
 - Reporting – responsible for the scheduling and set up of custom data exports and reporting
- Leads collaborative efforts with internal Curriculum Associates departments to facilitate:
 - The timely reporting, prioritization and resolution of system outages/defects
 - The incorporation of customer feedback and system requests into the product roadmap

Houghton Mifflin Company, Boston, MA

2006-2014

Senior Director Information Technology Services

- Responsible for a 70+ person, \$6M global delivery infrastructure, including Call Center, Desktop Support, Desktop Engineering and Application Support organizations, supporting 5000+ employees and customers which represent school districts, teachers and students across the United States

CBSI- Complete Business Solutions, Inc, Weathersfield, CT

1999-2000

Senior Director

- Performed Account Manager responsibilities for six major clients within the Boston area, representing 25 onsite consultants, 50 offshore consultants and \$3.5M in annual revenue
- Responsibilities included: day-to-day management of client relationships at all levels of management and staff, QA of the consulting projects within the accounts and account profitability

Eggrock Partners, LLC, Maynard, MA

1998-1999

Regional Director

- Responsible for establishing and maintaining client relationships for the Emerging Region of this eCRM start-up, which included clients in the Southeast, Midwest and Northwest. Participated in the creation and delivery of sales presentations and software vendor demonstrations to senior client management. Business development activities were focused in the financial industry, specifically Defined Contribution/401K and Institutional Asset Management
- Managed client relationship for two large financial services/insurance companies implementing the ONYX software application. Dually responsible for the overall delivery of both projects, associated high-level quality assurance and management of the onsite development team. Actively participated in both scoping efforts, inclusive of the creation of statements of work, legal contracts and project profitability matrices and all related staffing decisions

C.W. Costello & Associates, Inc., Weathersfield, CT

1994-1998

Principal

- Served as corporate Practice Leader for the Business Process Reengineering (BPR) Practice generating revenues of \$3M annually. Responsibilities included authoring and implementation of practice business plans, hiring of personnel, communication architecture across twelve national offices, development of consulting methodologies and the creation of collateral marketing materials
- Served as Management Advisory Services (MAS) Practices Chairperson for the Boston office. Responsible for the coordination and management of approximately twelve practice leaders across industry and application practices
- Actively involved in the sales and marketing efforts in the Boston office and New England region. These efforts included creating proposals, conducting client meetings and presentations, and participating in sales calls
- Member of a six-person Steering Committee for the Boston office; a 100+ person and \$12M revenue office. Responsible for establishing the strategic direction, infrastructure, and business development initiatives, as well as the management and evaluation of those efforts

Sandy Batista, Director of Customer Service & Warehouse Operations

Education

- B.S., Business Administration, Southern New Hampshire University
- A.S., Information Technology, Southern New Hampshire University
- Logistics Degree Program, Community College of the Air Force

Professional Experience

Curriculum Associates, LLC, Billerica, MA

2008-Present

Director of Customer Service & Warehouse Operations (2015-Present)

Customer Service Manager (2008-2015)

- Responsible for developing, organizing and coordinating customer service departmental operations and procedures in order to ensure organizational effectiveness and efficiency
- Develops a strong team environment encouraging a positive and motivated sales force
- Ensures workflow efficiencies, customer service excellence, and quality assurance
- Participates in work of subordinates to facilitate productivity and overcome difficult aspects of work

Triumph Learning, Northborough, MA

2008- 2008

Director of Quality Control

- Reviewed current policies and procedures
- Performed checks and balances on systems to ascertain strengths and weaknesses
- Worked with department heads to enhance or develop, implement, and document new processes
- Ensured that the products, services, or processes met specific requirements and were fiscally sound
- Early detection and prevention of problems using statistical process control, existing web reports, and creation of custom reports through SQLServer
- Observed employees to ensure adequate skills, or training existed, and directions are comprehended
 - Recommended corrective actions to avoid diminished quality in service and product

Options Publishing, Merrimack, NH

1999-2008

Director of Operations and IT (2006-2008)

- Installed, managed and upgraded computer systems
- Bought hardware and software
- Ensured back-up systems operated effectively
- Maintained organizational policy in regard to the information system by implementing IT policies, procedures, and best practices
- Aligned company objectives

Dow Hardy, Vice President of Technical Operations

Education

- B.S., Aeronautical Engineering, Massachusetts Institute of Technology

Professional Experience

Curriculum Associates, LLC, Billerica, MA

2012-Present

Vice President of Technical Operations (2012-Present)

- Manages all SaaS operations of online product offerings
- Strategic oversight and direction of IT corporate infrastructure and marketing technology

DiningIn.com, Brighton, MA

2011-2012

Senior Vice President of Product and Technology

- Developed next generation technology suite as a cloud-based, SaaS model to be offered to the RDS industry.
 - Technologies included Linux, Ruby/Rails and MySQL running on Amazon Web Services
- Development projects included a mobile version of the DiningIn website and a restaurant menu onboarding system, while still maintaining current system.
 - Recruited technology, product, operations and IT staff

GameLogic, Inc., Waltham, MA

2004-2010

Senior Vice President of Technology

- Held responsibility for all aspects of technology and technical operations, including development, website operations, IT and QA
- Managed patent portfolio of ~100 granted patents and applications
- Developed and launched entirely new product suite as part of B-round funding
 - Product was operational at over 30 customers and represented 100% of the revenues for the company
 - The product suite won numerous awards in the gaming industry
- Developed and implemented operations architecture and processes
- Developed game portfolio including over 50 titles.
- Galvanized successful technology development from initial specification to launch
- Launched on-time and ongoing operations for over 30 customers, exceeding all SLAs
- Hired and stimulated professional development of engineering and operations staff
- Reduced and managed technology and capital expenditures budgets and development of industry-recognized patent portfolio

- Consolidated 6 data centers down to 3
- Improved redundancy, availability and responsiveness of products

Vice President of Engineering and Operations, Lycos

- Managed engineering development groups, including global enterprise reporting data warehouse, direct marketing, user registration, Gamesville development, and billing infrastructure
- Administered website operations for all East Coast products, including Lycos (all sub-products), LycosSearch, HotBot, Wired, Matchmaker, Gamesville, Angelfire, and Tripod.
 - Website locations in Waltham, MA, Sterling, VA, and San Jose, CA
- Managed quality assurance department
 - Improved QA processes and exposure within organization

Director Engineering Operations, Gamesville.com

- Managed website operations as well as development and support of MIS, QA, Help Desk, data analysis, email direct marketing, and ad serving capabilities
- Increased website capacity by a factor of 10 and supported growth of website from 1.4M registered users with 3.6M pageviews/day to 3.4M registered users with 18M pageviews/day
- Built up engineering team from 5 to 18 engineers

M/A-COM Inc, Lowell, MA

1995-1999

Product Line Manager

- Held complete P&L and operational responsibility for >\$50M product line manufacturing RF components for the cellular telephone infrastructure market
- Revenues increased from approximately \$12M in 1995 to over \$50M in 1999 while operating income percentage more than doubled
- Product line comprised of sales, engineering, materials, manufacturing, quality, shipping, and customer service personal (over 100 people total) with facilities in Lowell, MA and Cork, Ireland
- Worked extensively with international and domestic customers in the fast-paced, competitive cellular telecommunications market place that required revolutionary time-to-market advances

Charles Start Draper Laboratory, Cambridge, MA

1985-1995

Program Manager/Systems Engineer

- Program manager and systems engineer on various Air Force C⁴I programs with focus on software development and integration.
 - Programs varied from \$2M to \$10M with program teams of 10 to 50 people.
- Developed state-of-the-art Cockpit Systems Integration Laboratory – a simulation facility utilizing Silicon Graphics workstations and real-time VME hardware
- Managed program to develop UNIX-based mission planning software for Air Force A-10 aircraft
- Conducted 18-month flight test program of Air Force communications system on modified T-39 aircraft at Eglin AFB, FL.

Purchase Orders - Ultimate Parent: Waterbury Public School District
Displaying records 1 - 163

Number of records 163 ▼

Purchase Order	Implementation Type	Release Date	I-Ready Amount	Ready Amount	Toolbox Amount	Prof Dev Amount	Brigance Amount	Other Amount	Product Amount
0003011-20200224-177124		2/24/2020	\$0.00	\$507.00	\$0.00	\$0.00	\$0.00	\$0.00	\$507.00
0003011-20191021-173917		10/21/2019	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
0003011-20191003-173506		10/3/2019	\$0.00	\$195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.00
0003011-20190930-173114/CS		9/30/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0003011-20190927-170578	Supplemental	9/27/2019	\$0.00	(\$3,259.75)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,259.75)
0003011-20190925-173114		9/25/2019	\$0.00	\$1,735.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,735.00
0003011-20190923-172995		9/23/2019	\$0.00	\$790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$790.00
0003011-20190909-170578	Supplemental	9/9/2019	\$0.00	\$1,491.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1,491.75
0003011-20190830-172327		8/30/2019	\$0.00	\$1,845.35	\$0.00	\$0.00	\$0.00	\$0.00	\$1,845.35
0003011-20190824-171725	Core	8/24/2019	\$0.00	\$3,017.50	\$0.00	\$0.00	\$0.00	\$0.00	\$3,017.50
0003011-20190812-170556		8/12/2019	\$0.00	(\$2,198.95)	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,198.95)
0003011-20190805-171383		8/5/2019	\$0.00	\$1,547.85	\$0.00	\$0.00	\$0.00	\$0.00	\$1,547.85
0003011-20190805-171425		8/5/2019	\$0.00	\$2,295.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,295.00
0003011-20190719-170556	Supplemental	7/19/2019	\$0.00	\$13,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,260.00
0003011-20190718-170907		7/18/2019	\$0.00	\$9,503.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,503.00
0003011-20190716-170648		7/16/2019	\$0.00	\$1,270.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1,270.75
0003011-20190716-170630		7/16/2019	\$0.00	\$1,856.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,856.40
0003011-20190716-170649		7/16/2019	\$0.00	\$663.00	\$0.00	\$0.00	\$0.00	\$0.00	\$663.00
0003011-20190715-170578	Supplemental	7/15/2019	\$0.00	\$11,105.25	\$0.00	\$0.00	\$0.00	\$0.00	\$11,105.25
0003011-20190703-1851441		7/3/2019	\$0.00	\$1,768.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,768.00
0003011-20190626-170057	Supplemental	6/26/2019	\$11,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,880.00
0003011-20190626-170061		6/26/2019	\$6,885.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,885.00
0003011-20190626-170058		6/26/2019	\$5,737.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,737.50
0003011-20190626-170060		6/26/2019	\$7,905.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,905.00
0003011-20190626-170059		6/26/2019	\$7,726.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,726.50
0003011-20190626-170056	Supplemental	6/26/2019	\$11,610.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,610.00
0003011-20190626-170062		6/26/2019	\$8,415.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,415.00
0003011-20190618-169946		6/18/2019	\$8,542.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,542.50
0003011-20190618-169947		6/18/2019	\$5,482.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,482.50
0003011-20190618-169948		6/18/2019	\$7,210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,210.00
0003011-20190606-169393		6/6/2019	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00
0003011-20190606-169334		6/6/2019	\$0.00	\$5,100.85	\$0.00	\$0.00	\$0.00	\$0.00	\$5,100.85
0003011-20190523-CHECK273951	Supplemental	5/23/2019	\$126,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$126,667.00

3/3/2020

Purchase Orders - Ultimate Parent: Waterbury Public School District ~ Salesforce - Enterprise Edition

157617									
0003011-20180419-156142		4/19/2018	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
0003011-20180305-155233		3/5/2018	\$450.00	\$558.00	\$0.00	\$0.00	\$0.00	\$527.85	\$1,535.85
0003011-20180222-154885	Supplemental	2/22/2018	\$9,450.00	\$0.00	\$2,635.00	\$0.00	\$0.00	\$0.00	\$12,085.00
0003011-20180131-154387		1/31/2018	\$1,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,125.00
0003011-20180131-154356		1/31/2018	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00
0003011-20171229-153725		12/29/2017	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00
0003011-20171226-153665		12/26/2017	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00
0003011-20171214-153456	Intervention	12/14/2017	\$152,235.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152,235.00
0003011-20171213-153376		12/13/2017	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,140.00
0003011-20171107-150823		11/7/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0003011-20171102-152269		11/2/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0003011-20171031-152311		10/31/2017	\$0.00	\$2,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,450.00
0003011-20171030-152198		10/30/2017	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00
0003011-20171017-151932		10/17/2017	\$0.00	\$208.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208.00
0003011-20171011-151789	Intervention	10/11/2017	\$1,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,170.00
0003011-20171004-151421	Intervention	10/4/2017	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,800.00
0003011-20170912-150823		9/12/2017	\$0.00	\$2,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,380.00
0003011-20170824-150159	Supplemental	8/24/2017	\$0.00	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,200.00
0003011-20170822-150026	Supplemental	8/22/2017	\$0.00	\$14,632.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,632.00
0003011-20170813-149971	Supplemental	8/13/2017	\$0.00	\$12,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,380.00
0003011-20170804-14977	Supplemental	8/4/2017	\$0.00	\$3,893.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,893.00
0003011-20170802-148874	Supplemental	8/2/2017	\$0.00	\$15,630.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,630.00
0003011-20170802-148624	Supplemental	8/2/2017	\$0.00	\$1,379.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,379.00
0003011-20170802-148613	Supplemental	8/2/2017	\$0.00	\$2,081.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,081.00
0003011-20170802-148814	Supplemental	8/2/2017	\$0.00	\$2,445.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,445.00
0003011-20170802-148795	Supplemental	8/2/2017	\$5,280.00	\$1,302.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,582.00
0003011-20170405-145415		4/5/2017	\$0.00	\$0.00	\$5,730.00	\$0.00	\$0.00	\$0.00	\$5,730.00
0003011-20170329-144659		3/29/2017	\$0.00	(\$756.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$756.00)
0003011-20170306-144929	Supplemental	3/6/2017	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
0003011-20170302-144752		3/2/2017	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00

Forms

In this tab of our proposal, we include the following forms:

- RFP Attachment C
- Professional Services Agreement
- Annual Statement of Financial Interest
- Certification Regarding Debarment, Suspension, Ineligibility and Exclusion
- Disclosure and Certification Affidavit Regarding Outstanding Obligations to the City of Waterbury
- Limited Liability Company Resolution

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal.*These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

*See Clarifications and Exceptions to Terms and Conditions

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.


The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<u>#1 on March 9, 2020</u>	4	<u></u>
2	<u></u>	5	<u></u>
3	<u></u>	6	<u></u>

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

26-3954988
Social Security Number
or Federal Identification Number

* 
Signature of Individual or Corporate Name

David Caron, Chief Financial Officer
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Jaclyn Sullivan
By: Associate Director, Bids & Proposals
(Title)
Business Address: 153 Rangeway Road
(City, State, Zip Code)
North Billerica, MA 01862
Phone: 978-313-1315 Email: RFPs@cainc.com

Date: 3/12/20

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

*Please see Section 7. Additional Data for complete listing of Purchase Orders.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

*Please see Section 7. Additional Data for complete listing of Purchase Orders.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐


1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Curriculum Associates, LLC
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

3/12/20
Date

David Caron, Chief Financial Officer
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☒ Hand-Delivered ☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Curriculum Associates, LLC

153 Rangeway Road
North Billerica, MA 01862

Print Name and Title of Authorized Representative:

David Caron, Chief Financial Officer

Signature of Authorized Representative:



Date: 3/12/20

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Massachusetts

SS.: _____

County of Middlesex

David Caron, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Chief Financial Officer** of Curriculum Associates, LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

 X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

CRC Holdco, LLC owns Curriculum Associates, LLC. No single person owns 25% or more.

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

Its: Chief Financial Officer
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

State of Massachusetts)

) SS

County of Middlesex)

David Caron

being duly sworn,
Curriculum

deposes and says that he/she is Chief Financial Officer of Associates, LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 12th day of March 2012.

Jaclyn Sullivan

(Notary Public)

My Commission Expires: July 16, 2021



LIMITED LIABILITY COMPANY RESOLUTION

I, Jill Bradford, hereby certify that I am the duly authorized and acting Secretary of Curriculum Associates, LLC, a limited liability company organized and existing under the laws of the State of Massachusetts, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 6th day of March, 2018.

"It is hereby resolved that David Caron is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand of said Curriculum Associates, LLC, LLC this 9th day of March, 2020.

Jill Bradford

Secretary

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: Curriculum Assoc LLC

Requesting Department: BOE

Department Contact: Janet Frenis

Description of Work To Be Performed: Elementary Math Curriculum

Estimated Contract Duration and End Date: Multi

Date Reviewed: 8/6/20

Insurance Certificate Term: 1/1/20-1/1/21

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
<https://portal.ct.gov/-/media/CID/licencom.pdf>

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes



Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760		CONTACT NAME: Marisa Coppola O'Malley PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL ADDRESS: mcoppolaomalley@easterninsurance.com													
INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Hartford Insurance Co - A+ XV</td><td>19682</td></tr><tr><td>INSURER B: Trumbull Insurance Co - A+ XV</td><td>27120</td></tr><tr><td>INSURER C: Westchester Surplus Lines - A++ XV</td><td>10172</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Hartford Insurance Co - A+ XV	19682	INSURER B: Trumbull Insurance Co - A+ XV	27120	INSURER C: Westchester Surplus Lines - A++ XV	10172	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Hartford Insurance Co - A+ XV	19682														
INSURER B: Trumbull Insurance Co - A+ XV	27120														
INSURER C: Westchester Surplus Lines - A++ XV	10172														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 20-21 ALL LINES** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	08UUNBA6769	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Abuse & Molestation					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> \$1M Occ/\$2M Agg					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	08UENBA7382	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	08XHUBA6907	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	08WBAE7J6L	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability & Cyber Liability		F15306580001	1/1/2020	1/1/2021	Each Incident/Aggregate \$10,000,000 Prof/Cyber Deductible \$50000/\$25000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP #6591

The City of Waterbury is listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability as their interests may appear

CERTIFICATE HOLDER**CANCELLATION**

City of Waterbury 235 Grand Street Waterbury, CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Koegel/MCOPPO

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CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

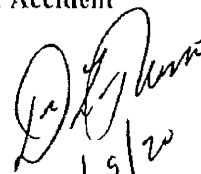
Submitting Department: BOE
Contact Name: Janet Frenis
Project: Elementary Math Curriculum
Date : 2/19/20
Description of Work/Services: Elementary Math Curriculum
Contract Term:
Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
 Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$500,000 EL each Accident
 \$500,000 EL Disease each Employee
 \$500,000 EL Disease Policy Limits


2/19/20

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and BOE is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

City of Waterbury - Department of Purchasing

RFP and ITB Issuance Request Form

To: Director of Purchasing

Requesting Department: Elementary Mathematics

Department Project Manager: Janet Frenis

Project Manager Phone Number or City Phone Ext.: 8341

Project Name: Elementary Math Curriculum

Procurement Item: (Circle One) Goods Services Other, (if other explain)

Project Description (Purpose of RFP or ITB):

The committee will evaluate instructional materials
and professional learning services for purchase for
grades K through 5 mathematics

Bld Format: (Circle One) RFP ITB

Please be aware that the Department submitting the attached Certification is responsible for providing any determination made by Corporation Counsel with regard to the solicitation issued as an RFP or ITB, as applicable.

Estimated Project Cost: \$ 1,200,000.00

Identified Funding Sources:

State Grant: \$ 1,200,000.00

Federal Grant: \$

Local Funds: \$

If General Fund: Accounting Unit: Account:

Other Pertinent Comments and Information for RFP - ITB Issuance:

Selection Committee - For Requests for Proposals

Required for requested RFP issuance. Please note that if this section remains incomplete, proposals will not be released to the requesting Department for distribution and evaluation. When selecting committee members, an odd number (typically 3 or 5) is recommended. A chairperson must be named to lead the RFP process for the requesting Department. The Director of Purchasing or Designee will participate on all selection committees as either a voting or non-voting member.

Selection Committee Member Recommendations:

Janet Frenis Elementary Math Supervisor
Name of Chairperson/Title/Department

Darren Schwartz Chief Academic Officer
Name of Member/Title/Department or Organization Name

Robert Shagensky Math Coach
Name of Member/Title/Department or Organization Name

Encida Grazhdani Teacher
Name of Member/Title/Department or Organization Name

Lauren Marques Teacher
Name of Member/Title/Department or Organization Name

Submitted By (Print Name): Janet Frenis

Signature of Submitter: Janet Frenis

Department Head (Print Name): _____

Department Head Signature (If not submitter) _____

Office of Budget Control Staff Signature (General Gov. Dept.'s): _____

Education Department CFO Signature (Education-related): James Biele

Date Submitted: _____

Submission Instructions: Hand Deliver or email PDF copy to Kevin McCaffery at kmccaffery@waterburyct.org or to Amy Lopez at alopez@waterburyct.org
Please call if you have any questions or require additional information.

Published July 1, 2019

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

if the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, August 6, 2020
BOARD MEETING: Thursday, August 20, 2020

TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
J. Ocasio	Bucks Hill School bus loop: Thurs., Aug. 13 th 8:00am – 2:30pm (New teacher orientation material pick-up)
L. Criscuolo Human Resources	Kennedy café: Wed., Aug. 12 th 8:00am – 3:00pm (Admin. III written exam/ 2 sessions)
L. Criscuolo Human Resources	Kennedy café: Wed., Aug. 19 th 9:00am – 1:00pm (Painter II exam)
P.A.L. Sgt. R. Bessette	Reed field: 8/24 – 11/14/20 Mon.-Thurs. 5-7pm & Sat. 9am-5pm (PAL soccer program)

Approved

 Jason Van Stone

 Dr. Verna D. Ruffin
 Superintendent of Schools

Book

SCHOOL PERSONNEL USE ONLY

JUL 28 2020

DATE: 7/28/20

TO: SCHOOL BUSINESS OFFICE

FROM: Jessica Ocasio

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Bucks Hill School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms
☒ Bus Loop

DATES REQUESTED: 8/13/2020

FROM: 8 ☐am/pm TO: 2:30 am☒pm

FOR THE FOLLOWING PURPOSES:

New Teacher Orientation Material Pick Up

Jessica Ocasio
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

JUL 29 2020

SCHOOL PERSONNEL USE ONLY

DATE: 7/28/2020

TO: SCHOOL BUSINESS OFFICE

FROM: Laura Criscuolo, HR Asst
203 574 6761 x7269

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy HS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Wednesday, Aug. 12, 2020
FROM: 8:00 am TO: 3:00 pm

FOR THE FOLLOWING PURPOSES:

Admin. III - Written Exam

Need Tables, Chairs, Microphone

2 sessions:

9am-11am - 31 people

12p-2p - 31 people

(An hour before & After for set up & clean up).

Laura Criscuolo HR Asst.
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

JUL 31 2020

SCHOOL PERSONNEL USE ONLY

DATE: 7/30/2020

TO: SCHOOL BUSINESS OFFICE

FROM: Laura Criscuolo, HRAsst, x7297269

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy HS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 8/19/2020

FROM: 900 am/pm TO: 100 am/pm

FOR THE FOLLOWING PURPOSES:

Painter II Written Exam

Tables & chairs for 110 people

Also- Need table & 2 chairs for proctors of exam

Laura Criscuolo, HRAsst.
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

JUL 25 2020

APPLICANT Sgt. Ryan Bessette NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # (203) 509-5668
SCHOOL REQUESTED Reed School Field DATES 8/24-11/14 ROOM(S) (5PM-8PM) (9AM-5PM) Monday-Thursday-Saturday
OPENING TIME _____ CLOSING TIME _____ PURPOSE Pal Soccer Program
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO Pal Soccer Program
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 50
SIGNATURE OF APPLICANT [Signature] DATE 7/24/20
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: _____

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



Waterbury PAL '20 Fall Soccer

June 18, 2020

Waterbury PAL has adapted these guidelines to ensure the safety and wellbeing of our players while providing a positive, enjoyable, and learning environment. Questions related to these guidelines shall be addressed to PAL Staff members.

Clinic/Game/Player Activity

- No spitting, chewing gum, seeds or sharing beverages.
- No handshakes/Personal contact celebrations
- Each player should sit six feet apart when not on the field
- Each player would need to bring their own chair, if needed.
- Parents can bring their own chair or use available bleachers adhering to 6 ft social distancing guidelines.
- A mask or face covering is recommended to be worn from parking lot to field area, but not during active play.
- We respectfully request that each family limit individuals attending to minimal amount possible so that we can adhere to social distancing guidelines.
- Each player will bring their own water and/or beverage (please mark your child's drink as to not cross contaminate).
- Attendance will be taken at each clinic/game.
- Temperature check upon arrival to each clinic/game
- Hand sanitizer provided to each player upon arrival to each clinic/game. Hand sanitizer will remain readily available during all activities.
- If any participant is sick, they will remain home and notify coach.
- Season is recreational & developmental
- Coaches are encouraged to work together for the best interest of players throughout the season to ensure a positive experience.
- Each coach, player and parent must complete a Covid-19 waiver upon arrival to first clinic. Waiver must be signed to participate.
- Each team is limited to three (3) coaches, Head Coach, Assistant Coach responsible for cleanliness of equipment before and after each use, Assistant coach responsible for player activity. All coaches must be pre-approved by PAL.

Equipment

- Each player participant will bring their own equipment (soccer ball, cleats, shin guards, goalie gloves)
- All balls will be sanitized before each clinic/game.
- All "throw" in balls should be sanitized each time there is a throw in
- All "pinnies" that are assigned should be cleaned prior to each use. If a child is to play goalie they must use their own "pinnie" and not share.
- Coach is responsible for following all cleaning and storage requirements of PAL issued equipment
- PAL will supply cleaning products as needed.

Recommendations to Disinfect Soccer Gear and Equipment

Cleaning Tips

- Remove any loose dirt and debris from gear and equipment.
- Spray disinfectant on the inside and outside surfaces of soccer gear and equipment.
 - Shin guards: Spray disinfectant liberally on both the porous underside of the shin guards and protectors as well as the hard top.



Waterbury PAL '20 Fall Soccer

- Cleats: If possible, remove the soles. Spray disinfectant both sides of the sole as well as the inside of the shoe thoroughly to eliminate odor, bacteria, and fungus.
- Goalie gloves: Spray the outside of gloves thoroughly to eliminate odor, bacteria, and fungus. NEVER share gloves.
- Goals: If goals need to be moved the coaches moving the goals must disinfect the surface that was touched to move the goal.
- Equipment bags: Periodically empty the bag of all equipment and contents, and spray liberally spray disinfectant inside the bag to eliminate bacteria, mold, and mildew. Allow to fully air dry.
- Avoid storing gear in damp, musty environments (car trunks for prolonged periods), which increases the growth of bacteria, mold, mildew, and odor.

CONNECTICUT STATE BOARD OF EDUCATION
Hartford

TO BE PROPOSED:

July 14, 2020

WHEREAS, Connecticut General Statutes (C.G.S.) Section 10-15 requires that public schools be in session for at least 180 days during each year; and

WHEREAS, C.G.S. Section 10-15 permits the State Board of Education to authorize the shortening of any school year for a school district, a school, or a portion of a school, on account of an unavoidable emergency; and

WHEREAS, Governor Ned Lamont, on March 10, 2020, declared a public health emergency and civil preparedness emergency in connection with COVID-19; and

WHEREAS, due to these unprecedented circumstances related to this unavoidable public health emergency, and the necessity for school boards to safely prepare to maximize support and instruction during the 2020-2021 school year; now therefore be it:

RESOLVED, that the State Board of Education temporarily authorizes for Local and Regional Boards of Education, the Connecticut Technical Education Career System, approved state charter schools, and other similarly situated districts ("School District" or "School Districts"), a waiver of up to a maximum of 3 days from the 180-day requirement set forth in C.G.S. Section 10-15 for unavoidable emergency, to provide staff and families with additional time to build capacity to safely transition back to in-person classes.

Such waiver would be limited to instances where the School District uses the days prior to the beginning of the 2020-2021 school year.

These days may be used for the purposes including but not limited to for the following:

- (1) additional training and professional development days, beyond any typically scheduled days, to adjust to and educate on new requirements or policies related to health and safety in the context of the COVID-19 pandemic;
- (2) time for educators and staff to plan classroom set-up and consider changes to facilities required to maximize safety measures; and/or
- (3) provision of social-emotional services to staff, and training to prepare them to provide that support to students as the community transitions back into school buildings.

The Board directs the Commissioner to take the necessary action.

Approved by a vote of 10:0, this fourteenth day of July, Two Thousand Twenty.

Signed: _____



Dr. Miguel A. Cardona, Secretary
State Board of Education

2020 ~ 2021 School Year Calendar

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
1st- 2nd - Professional Development Day - 7hr.						
3rd and 4th Teachers Off Day						
7th - Labor Day - No School						
8th - First Day of School						
16th - Open House Elem. 5-7pm - Early Dismissal						
16th - Open House H.S. 5-7pm - Early Dismissal						
16th - M.S. - Teacher Collab./PD- Early Dismissal						
19th - Rosh Hashanah - Jewish Holiday						
23rd - Open House M.S. 5-7pm - Early Dismissal						
23rd - H.S. & Elem-Teacher Collab/PD - Early Dism.						
28th - Yom Kippur - Jewish Holiday						
17 Days						

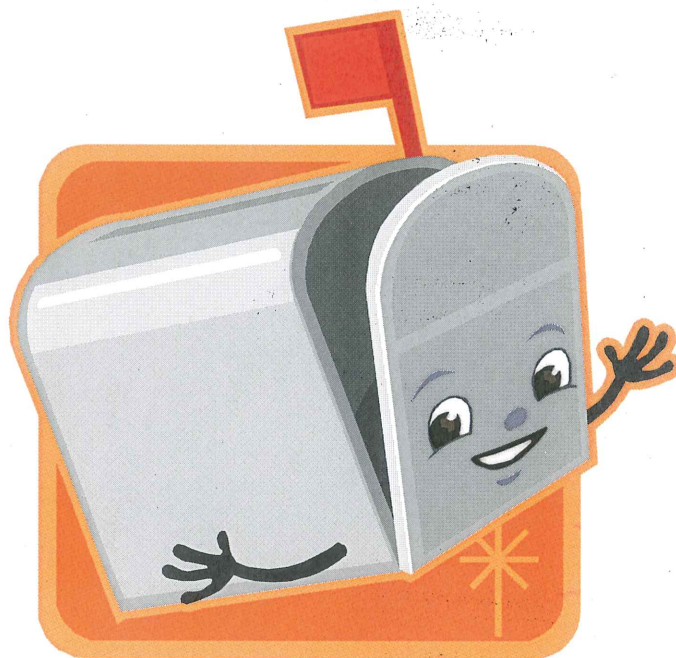
December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
8th - Pre-K & Kindergarten - End of 1st MP						
9th - Parent Conference Elem. 5-7pm - Early Dismissal						
9th - Parent Conference H.S. 5-7pm - Early Dismissal						
9th - M.S. - Teacher Collab./PD- Early Dismissal						
16th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
16th - Parent Conference M.S. 5-7pm - Early Dismissal						
16th - H.S. & Elem/Teacher Collab/PD - Early Dism.						
18th - Pre-K & Kindergarten-Distribute 1st MP Report Cards						
24th - 31st - Winter Recess - No School						
17 Days						

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	<u>4</u>	<u>5</u>	6
7	8	9	10	11	<u>12</u>	13
14	15	16	17	<u>18</u>	19	20
21	22	23	24	<u>25</u>	26	27
28	29	30	31			
5th - Professional Development - 7hr, No School						
26th - Pre K & Kindergarten - End of the 2nd MP						

22 Days

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
6		1	2	3	4	5
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
*** Pre-K - 8th-Distribute Report Cards on last day						
*** H.S. Grade submission ends on last day						
Last Day of School shall be Early Dismissal						
16th - Last Day of School - Early Dismissal						
* Last Day can change to due to weather and/or other issues						
<div style="text-align: right;"><u>12 Days</u></div>						
177 School Days						
Prepared by the Computer Technology Center						

Communications



Packet week ending:

8/4/2020

Carrie Swain

From: ANN SWEENEY
Sent: Friday, July 17, 2020 4:33 PM
To: Dr. Verna D. Ruffin; Carrie Swain
Subject: Fwd: Waterbury's reopening plan

Carrie, communication for the record. Dr. Ruffin please see below and advise?
Ann

Sent from my iPhone

Begin forwarded message:

From: Heather Pelletier <heathermp74@icloud.com>
Date: July 17, 2020 at 3:59:12 PM AST
To: ANN SWEENEY <asweeney@waterbury.k12.ct.us>
Subject: Waterbury's reopening plan

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

As a parent of a child in the Waterbury school district as well as an educator in another school district, I am writing to you out of concern. I have read the proposed plan Dr. Ruffin has laid out, as well as listened to one of the town hall meetings she held this week. My biggest concern is with the hybrid plan. If you look in the guidelines passed down from the CT State Department of Education, you will see that a hybrid is to be put in place if the spread of the virus moves from low to moderate. It explicitly states that during this time schools should be operating at reduced capacity in order to maximize social distancing because the spread has moved from low to moderate. However, Dr. Ruffin's plan for a hybrid is to have ALL of the students come to school five days per week for 1/2 day, all together, and then everyone goes home and does distance learning in the afternoon. Please explain to me how this satisfies the state's Requirement to reduce capacity and increase social distancing!

A true hybrid would be having half of the students (let's call them group A) coming to a school building on Monday and Tuesday and then completing distance learning on Wednesday and Thursday, in turn the other 1/2 of the students (group B) would do distance learning on Monday and Tuesday and then come to school on Wednesday and Thursday. On Friday all of the school/class does distance learning together.

This model I just explained reduces the amount of students in a building and classroom by half-so as to maximize social distancing.

I understand these are difficult times, however, when the SDE says a hybrid MUST reduce capacity and allow for social distancing, why is it that Dr Ruffin decides to not maximize for social distancing? When asked why the hybrid was not set up in a way that reduces the amount of children in a building at a time, her response was "It would be too difficult for parents to figure out what day their children are supposed to attend school". I am sorry, but I find that to be a ridiculous response. Hybrids will be needed if the spread of the virus starts to increase, and

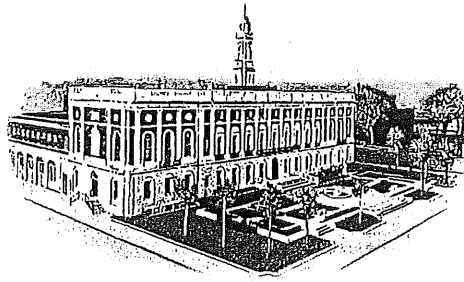
Waterbury will be blatantly continuing to put large groups of children in a building at one time because Dr. Ruffin thinks parents will be confused?

Please shed some light on this for me and help me understand why Waterbury will not be following state recommendations if a hybrid is needed.

Thank you,
Heather Pelletier

Sent from my iPad

MICHAEL J. DALTON
CITY CLERK



Office: (203) 574-6744
Fax: (203) 574-6745
E-mail: mdalton@waterburyct.org

OFFICE OF CITY CLERK
THE CITY OF WATERBURY
CONNECTICUT

July 23, 2020

Ms. Sujata Wycoff
c/o Carrie Swain
Board of Education
Chase Bldg.

SUBJECT: Board Re-Appointment – Greater Waterbury Cable Council

Dear Ms. Wycoff:


At a special meeting of the Board of Aldermen held on Wednesday, July 22, 2020 you were re-appointed to the *Greater Waterbury Cable Council*; term is from 07/01/20 to 06/30/22; a copy of the board's decision letter is attached.

Per Charter of the City of Waterbury, it is not necessary to administer the Oath of Office to previously seated/reappointed commissioners.

Sincerely,

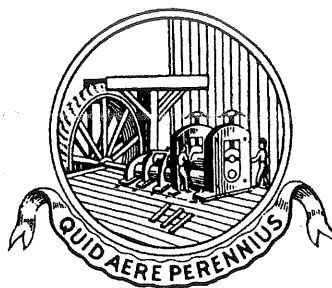
THE CITY OF WATERBURY

ATTEST:



Michael J. Dalton
City Clerk

MJD/pmd
Attachment



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 23, 2020

Michelle April
24 Rockland Ave.
Waterbury, CT 06708

Dear Ms. April:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Site Coordinator (Req. # 2019450) at \$26.68 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 23, 2020 at 9:00 a.m. at Kennedy High School Cafeteria, 422 Highland Avenue in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be July 23, 2020 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

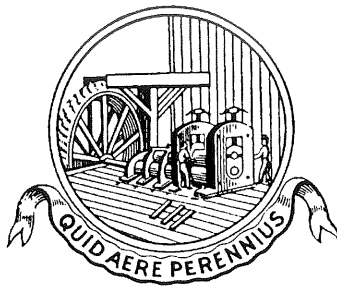
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of School
Linda Franzese, Director of Fd Serv
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 23, 2020

Zachary Farrey
70 Sprucedale Dr.
Waterbury, CT 06706

Dear Mr. Farrey:

Your name is being certified to the Department of Education for the position of Maintainer II @ North End Middle School (Req. #2020611) at \$17.06 per hour.

Your official start date is July 30, 2020. Please call Chris Harmon, School Inspector to discuss the details of the position. The telephone number is (203) 574-8013.

Failure to call the above named individual by July 30, 2020 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

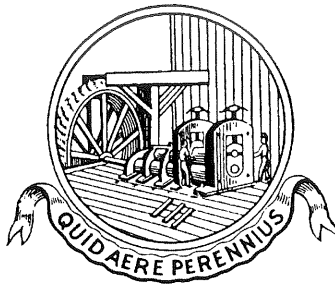
Sincerely,

Jennifer Palazzo

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
Jacquelyn Gilmore, Principal @ NEMS
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 23, 2020

Donald Rains
53 Taylor Rd.
Bethel, CT 06801

Dear Mr. Rains:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Human Resources Generalist (Req. #2020853) at \$60,000.00 per year. Please contact Juan Mendoza, Interim Director of Human Capital at (203) 346-2676 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 6, 2020 at 9:00 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 30, 2020 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Juan Mendoza, Int Dir of Human Capital
Lisa Dunn, HR Generalist - BOE
file

Carrie Swain

From: ANN SWEENEY
Sent: Saturday, July 25, 2020 6:21 AM
To: Carrie Swain; Dr. Verna D. Ruffin
Subject: Fwd: "Schools re-opening"

Carrie, communication for the record.
Ann

Sent from my iPhone

Begin forwarded message:

From: ashley rollins <ashleyrollins223@gmail.com>
Date: July 25, 2020 at 1:52:02 AM AST
To: ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <kh Harvey@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, Rocco Orso <rorso@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, JASON VAN STONE <jvanstone@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvastone@waterbury.k12.ct.us>
Subject: "Schools re-opening"

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Board Of Education,

I believe that everyone on the board should decline the offer or "plan" as you may know it about opening up the schools. CT is doing well and following all the rules like social distancing, wearing a mask, washing hands, staying inside etc. That's why our Covid-19 cases are slowing dropping and improving more everyday.

If you do decide that this is the right thing to do i advice you to look into it more. Sure kids will be 6ft apart in school and we can have all these rules about only sending students to school for two days max or even just staying in the school for two hours. But as a student i wouldn't see the whole point of just going to school for 2 hours and being apart from friends because it's tempting everyone would want to go hangout with there friends, talk to them, sit with them at lunch, in class, chat in the halls. Some students might even take off there masks for a little air because even just two hours without fresh air feels like you've had the mask on forever.

Sending students, your children, or family members is a risk for you as well. Maybe one of your kids wants to take there mask off just for a little air, or even go and try talk to there friend when you're not there and they could possibly (god forbid) catch this horrible virus and pass it on to you.

I guarantee you no questions asked every state that re-opens schools will have an outbreak 10-14 days later and then proceed to shut down schools again. I do advice you all to really think about this. Think about how good our state is doing right now compared to other places. Think about your family and these students that are so hard working and focused on there school work getting ready for college, for the next big thing in there life. We all want to be safe and staying home is the safest thing right now.

Sincerely,
Ashley Rollins

Carrie Swain

From: ANN SWEENEY
Sent: Sunday, July 26, 2020 7:38 PM
To: Dr. Verna D. Ruffin; Carrie Swain
Subject: Fwd: COVID 19 Education Proposal
Attachments: Collaborative Education Proposal (Waterbury Public Schools).docx; ATT00001.htm; A Safe Return to School Collaborative Education Proposal (Budget 2020).xlsx; ATT00002.htm

Dr. Ruffin, FYI. Carrie, communication for the record.
Ann

Sent from my iPhone

Begin forwarded message:

From: Christie Caneschi <christiec@portershous.org>
Date: July 26, 2020 at 6:26:58 PM EDT
To: ANN SWEENEY <asweeney@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>
Cc: Cheryl Porter <cheryl@portershous.org>, Sara Wrenn <saraw@portershous.org>
Subject: COVID 19 Education Proposal

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Waterbury Board of Education Members,

My name is Christie Caneschi, and I am a Licensed Marriage and Family Therapist working at Porter's House Inc. I have cc'ed our Executive Director, Cheryl Porter as well as our Clinical Coordinator, Sara Wrenn, LCSW. We wanted to introduce ourselves as we have recently opened a Community Behavioral Health Agency on Wolcott Street in Waterbury. We currently offer an after school program (ages 5 - 12) as well as an outpatient therapy program (ages 5 - 18).

We are reaching out with an education proposal for the upcoming school year in hopes of partnering with you to increase safety for students and staff and to ease COVID-19 related anxieties.

Please let me know if you have any questions or if there is someone else whom I should pass this information along to. We look forward to collaborating with you in order to serve the youth and families in the Waterbury community.

We understand you are very busy (normally, and especially during our current times) and we appreciate you taking the time to read this email.

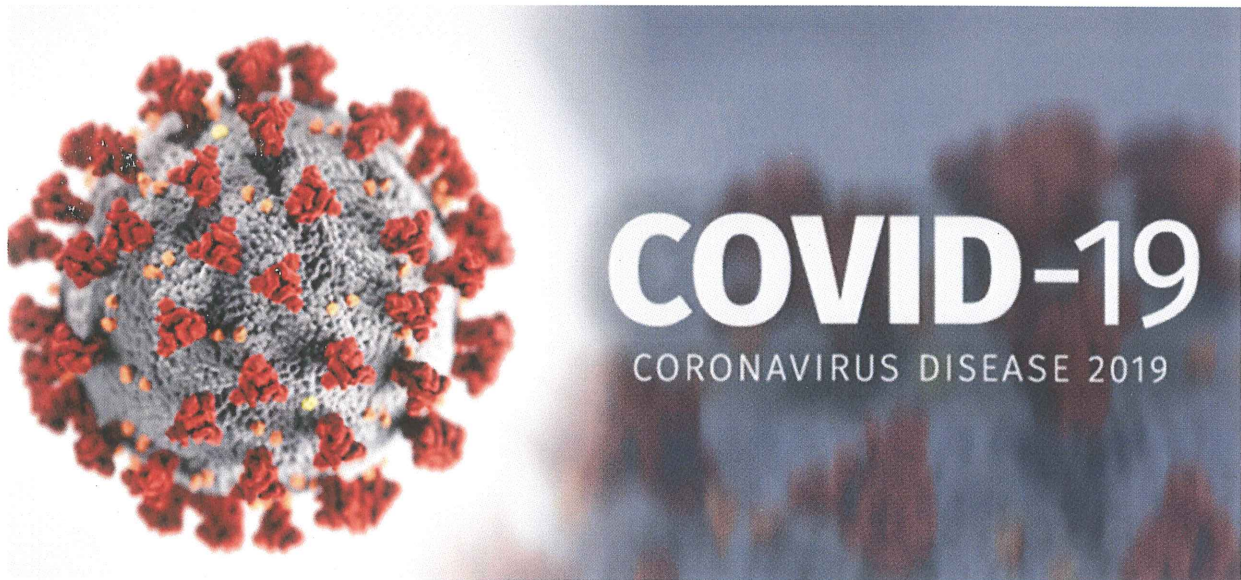
Thank you,
Christie

Christie Caneschi, LMFT, RPT
Senior Clinician
Porter's House Outpatient Program
541 Wolcott Street,
Waterbury, CT 06705
Phone: 203-675-3738



A Safe Return to School

Collaborative Education Proposal



Submitted to: Waterbury Board of Education

Submit Date: 07/26/2020

Submitted By: Porter's House Inc.

541 Wolcott Street, Waterbury, CT 06705

Cell: 203-519-2222

Office: 203-527-7813



Overview

The COVID-19 pandemic has shown us that the world as we know it is beginning to look a lot different, especially for our children. We are aware that school starting in the fall is making some parents and educators uncomfortable with having a large number of children in a small amount of space. We at Porter's House Inc. recognize that finding space to make everyone feel safe and comfortable might be challenging. We are here to offer our space and services to a smaller group of children in order to provide some support to the Waterbury Public School System.

About Us

Porter's House Inc. is a nonprofit community behavioral health agency working with youth ages 5-18. At Porter's House, we strive to help children overcome obstacles in order to grow and thrive across various settings. We firmly believe that in order for this to happen, we must first **NURTURE** children by providing them with a safe and encouraging environment, one that enables them to build healthy relationships. It is only when children feel a consistent sense of safety and security that we can then begin to **TEACH** them social, emotional, and life skills to promote continued growth. If children's basic needs of safety are not being met, we cannot expect them to be in a place to take in new information. When children feel safe and respected, not only can they take in new information and form healthy relationships, but they will also feel empowered to **IMPLEMENT** learned skills across various settings when provided with ongoing support and encouragement. Porter's House Inc. currently offers an after school program as well as outpatient therapy services.

Needs Assessment

The far-reaching impact of COVID-19 has devastated an innumerable amount of families globally, nationally, and locally, whether through illness, death, job loss, increasing financial instability, anxiety, trauma, etc. As schools are being instructed to finalize plans for maintaining the safety of students and staff when returning to the classroom during the upcoming school year, we realize that the need for adequate space is now more important than ever. Consistently maintaining 6 feet of space between each individual may present as a real challenge given the 18,000 plus students whom the Waterbury Public School System serves. We also realize that many parents are experiencing a heightened and urgent need to return to work at this time, rendering them unable to stay home with their children to assist with virtual learning; they simultaneously may not be feeling comfortable with their children going back to school given the previously stated social distancing challenges. Porter's House hopes to provide some relief to families and educators by offering our space and services for a designated amount of students. In addition to educational support, we would also like to offer therapeutic services (individual therapy, group therapy, and family therapy) for any kids experiencing COVID-19 related challenges and/or other emotional or behavioral concerns.

Program Description

Porter's House would like to offer our space and services to 20 students in the Waterbury Public School System. Our Education Support Staff would assist students with virtual learning and would also provide time for meals, motor breaks, and (socially distanced) social skills building activities. The program would run Monday through Friday from 8:00am to 2:30pm. Our licensed therapists would also provide individual, group, and family therapy 2x/month to those students in need, with consent from parents/guardians in an effort to best support youth in managing and navigating current challenges.

Goals:

1. Help parents feel more comfortable sending their children back to school
2. Help children feel more comfortable with going back to school
3. Help educators feel more comfortable returning to in-person instruction by teaching a smaller class size
4. Provide students with access to a safe and meaningful education that adequately prepares them for the future
5. Help mitigate the COVID-19 related mental health crisis and provide therapeutic support to those in need

Implementation

Waterbury Public School District would identify possible student candidates to receive their virtual learning at Porter's House, located at 541 Wolcott Street, Waterbury, CT 06705. Porter's House staff will reach out to the designated families to explain the services offered and receive confirmation for participation (up to 20 students). Families would also be informed of the option for students to simultaneously engage in therapeutic services at Porter's House. Waterbury Public School District would provide the students with Chromebooks in order for them to engage in virtual learning at Porter's House. Students will engage in virtual learning for the designated amount of hours as required by the district. If the district decides to provide students with prepackaged meals, Porter's House staff can pick those meals up daily if needed. The 20 students will be placed into 4 cohorts, each consisting of 5 students and 1 Education Support Staff. They will remain in the assigned cohorts for the duration of the program, pending any unforeseen circumstances. Porter's House Inc. follows all COVID-19 CDC guidelines and students will be reminded of expectations as needed.

Key Personnel

Cheryl Porter, BS:

- Founder and Executive Director of Porter's House
- Bachelor of Science in Business Management
- 15 years of experience working with children ages 5-18 in behavioral health settings, in the context of various roles/positions

- Started Porter's House in 2016 with the goal of teaching emotional, behavioral, and life skills to local youth in the community
- Responsible for running all facets of the business at Porter's House
- Will oversee the program and supervise Education Support Staff
- Regularly meets with Senior Clinician and Clinical Coordinator

Christie Caneschi, LMFT, RPT:

- Senior Clinician at Porter's House
- Licensed Marriage and Family Therapist
- Registered Play Therapist
- Over 9 years of experience in the mental health field
- Experience working in Extended Day Treatment Programs at Wheeler Clinic and The Children's Center of Hamden, providing group, individual, and family therapy to children experiencing significant emotional and behavioral concerns
- Will provide individual therapy 2x/month, group therapy 2x/month, and family therapy 2x/month to children in the program (if parents are agreeable)

Sara Wrenn, LCSW:

- Clinical Coordinator at Porter's House
- Licensed Clinical Social Worker
- Over 9 years of experience in the mental health field
- Experience working with teens suffering from addiction
- Experience working in an Extended Day Treatment Program with youth ages 5-17 experiencing various mental health challenges
- Experience working as a school social worker in special education schools
- Will provide individual therapy 2x/month, group therapy 2x/month, and family therapy 2x/month to children in the program (if parents are agreeable)

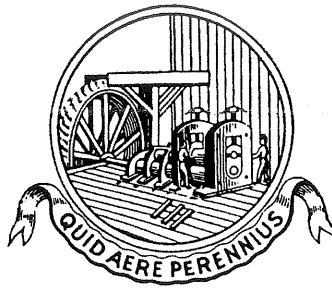
Education Support Staff (4 total, one for each group of 5 children):

- High school diploma or equivalent
- 2 to 5 years of experience working with children
- Will provide consistent supervision, educational support, and encouragement to assigned group of 5 children
- Will remind children of expectations related to COVID-19 CDC guidelines as needed
- Will receive ongoing supervision from Executive Director/Clinical Coordinator/Senior Clinician

Budget

Please see the attached excel spreadsheet detailing our budget which consists of expenses for staffing and overhead.

	Sep-20	Oct-20	Nov-20	Dec-20	Total
Staffing					
Director	2000	2000	2000	2000	
Clinician	1800	1800	1800	1800	
ESS	1100	1100	1100	1100	
ESS	1100	1100	1100	1100	
ESS	1100	1100	1100	1100	
ESS	1100	1100	1100	1100	
Overhead					
Building	600	600	600	600	
Utilities	300	300	300	300	
Misc	150	150	150	150	
Total	9250	9250	9250	9250	37000



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 27, 2020

James Iezzi
7 Tennessee Ave.
Wallingford, CT 06492

Dear Mr. Iezzi:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Food Service Site Coordinator (Req. # 2020831) at \$26.68 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 6, 2020 at 9:00 a.m. at the Department of Human Resources, 236 Grand Street, 2nd Floor, Room 202 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be July 30, 2020 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of School
Linda Franzese, Director of Fd Serv
file

Carrie Swain

Subject:

FW: Regarding the School Return Survey

Begin forwarded message:

From: JOSHUA MARCINISZYN <marciniszyn@comcast.net>
Date: July 30, 2020 at 3:55:27 PM EDT
To: JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>, Rocco Orso <rorso@waterbury.k12.ct.us>, "pagano@waterbury.k12.ct.us" <pagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, JASON VAN STONE <jvanstone@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>
Cc: Sharell Herbert <sherbert@waterbury.k12.ct.us>, KARA POULTER <kpoulter@waterbury.k12.ct.us>, LEAH DELGOBBO <ldelgobbo@waterbury.k12.ct.us>, MICHELE GIROUX <mgiroux@waterbury.k12.ct.us>, ARIANA DELEON <adeleon@waterbury.k12.ct.us>, BRANDY COOK <bcook@waterbury.k12.ct.us>, JESSICA TRAVER <jtraver@waterbury.k12.ct.us>, ERIK BROWN <epbrown@waterbury.k12.ct.us>, JEANETTE ZURAITIS <jzuraitis@waterbury.k12.ct.us>, MELINA RODRIGUEZ <mrodriguez@waterbury.k12.ct.us>, LISA ROMANO <lromano@waterbury.k12.ct.us>
Subject: Regarding the School Return Survey

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Waterbury Board of Education,

Hello. I hope everyone is well and safe. My family has isolated since March 12, 2020. The children have stayed indoors. On the rare occasion that they have left the house, they have social distanced and worn masks. We are all healthy and safe. As parents, we are a tad fatigued. The children are eagerly looking for a return to school. Some are even willing to do school work when they return if that's what it takes to get back into school.

I understand what the district is doing with the survey they have presented. They're trying to get a head count of how many children will be coming back into the physical school buildings; how many will attend virtually. Unfortunately the questions are framed in 'all or nothing' only responses, that requires one to answer unconditionally. There is no overall visibility to all the questions being asked. The questions must be answered before one can move to the next set of questions. Without knowing what the next question may be, it is difficult to begin to answer the questions. If the district is having issue with response compliance, this may be the reason.

The first question, at the very beginning, I, as a parent, am stuck answering is, 'Will you be sending your child to school in the fall?'

Before I can answer this question, I need to know, what will their day at school look like? What will the school physically look like? What additional responsibilities is the district placing upon the teachers?

Here are just a few questions I have in order to make the determination, if I am sending my children back to school.

Will there be temperature checks upon entry to the school?

Will the children be stuck in one classroom all day or will they have the opportunity to move around?

What is the plan for the classroom sizes?

What is the plan for social distancing?

Will the children work in "pods" or small groups or as one large class?

Are their plastic partitions between the desks?

With all the safety precautions that need to be implemented, will it be conducive to learning?

With new rules and additional restrictions, we have to understand how this impacts the children individually, the peer to peer interaction and teacher to child interaction. This is going to be a highly stressful atmosphere. Is the environment alone going to be a catalyst for disruption, noncompliance, fighting? Even the most patient teacher might snap under such extreme teaching conditions.

It is reasonable to expect teachers/staff/children to teach/learn through a face mask all day every day. Masks are proven effective to reduce the spread of Covid but they are uncomfortable for use for long duration's. Under normal circumstances administration has to manage behavioral problems as they arise. How does the district plan to manage enforcement of noncompliance if a face mask mandate is in place. I am concerned about suspensions over face mask infractions. I am concerned about teachers having to police face mask use.

HIPPA protects people's medical privacy however will the school share information if a child in my child's classroom comes down with Covid?

Will the school district require that parents/guardians share information if their child or child's' family member came in contact with a person that tested positive for Covid?

Will the schools be conducting Covid tests?

Some schools do not have permanent nursing on staff. This seems like a good time to equip schools with nurses. Will the district have schools staffed with nurses and will they bring in nurses if a nurse gets sick or uses entitled time off?

What are the responsibilities of the teachers? Beside teaching, do they now need to be janitorial, wiping everything down, nursing, temperature checks, social workers, managing peer interactions and children's various home situations from death and illnesses in the family to insensitive, biases misinformation, such as who started the pandemic or the people that carry or spread the virus. This is a highly charged topic. People pro and people con, for wearing masks. Discussions by adults in the home likely will spill into the classroom where teachers will need to mediate between opposing view points. How much responsibility beyond teaching does Waterbury want to put upon each teacher?

Will the air conditioner be used during the warmer days even though this has been linked to potentially spreading Covid? If the AC is off, what kind of learning environment will the children have?

Are children temperature checked at the bus stops? What if a child rides the bus with other children but gets to school and is has a high temperature? Every child on the bus has the potential to be exposed?

Are peripheral staff, like bus drivers, grounds keepers, janitorial, district staff that visit schools for PPT's, training, etc., going to be tested regularly? Are teachers expected to be tested regularly?

For me, I have no issue sending Nicholas back to school (Wilby HS), as his schedule will have limited classroom interaction. I have no issue sending Sammy back either, (Aces, Mills school North Haven) as he is placed out of district. The classroom size is smaller and social distancing is easy to obtain. The classroom is inviting for learning while still able to maintain a clean environment.

I also have, a Kingsbury student third grade and NEMS student sixth grade. You cannot cloister teachers and children in a room all day, every day and expect a positive outcome. There are factors that we can control such as, a clean environment, barring entry of any staff, child or visitor with a fever, but we cannot control family members and family friends, or even who we come in contact with on necessary trips to the grocery store.

If we can open with minimal adjustment, such as increased hand washing and daily disinfecting of classrooms, temperature checks, then I am all for opening. If we need to have staff and children in full body hazmat suits and turn our teachers into police, then it may not be the right time to open.

So, what does the typical Waterbury school look like upon reopening? If you provide me that information, I can provide you my answer on my middle school and in district elementary school children.

This is the response for my children:

129630
----- 124234
----- 129598
----- 02231

Thank you