

Board of Education

REGULAR MEETING

Thursday, June 18, 2020 – 6:30 p.m.

Virtual Meeting via ZOOM

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 June 18, 2020 Meeting Agenda AND June 4, 2020 Workshop Agenda which will provide additional backup materials for agenda items.

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 6:00 and 6:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 6:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a. Copy of communication dated May 12, 2020 from Civil Service certifying Adam Shaban for the position of Assistant Director of Food Services.
- b. Copy of communication dated May 19, 2020 from Civil Service certifying Marjana Likorama for the position of Accountant III.
- c. Email communication dated May 15, 2020 from CABE regarding Policy Highlights.
- d. Email communication dated May 28, 2020 from Carol Meglio regarding distance learning plans and concerns.
- e. Email communication dated June 12, 2020 from CABE regarding Policy Highlights.

5. Approval of Minutes – Regular Meeting of May 21, 2020 and Workshop Meeting of June 4, 2020.

6. Public Addresses the Board: (See instructions above.) All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

7. Superintendent's Announcements

8. President's Comments

9. Student Representatives' Comments

10. *Consent Calendar*

- 10.1 *Committee on Finance:* Request approval of a Professional Services Agreement with Access Rehab Centers, LLC, to provide occupational and physical therapy services.
- 10.2 *Committee on Finance:* Request approval of a Professional Services Agreement with EBS Healthcare, Inc., d/b/a Educational Based Services (EBS) to provide speech and language therapy services.
- 10.3 *Committee on Finance:* Request approval of a Professional Services Agreement with Access Rehab Centers, LLC, to provide speech and language therapy services.
- 10.4 *Committee on Finance:* Request approval of a contract with Teaching Strategies, LLC, to provide preschool curriculum, assessment material and professional learning services.
- 10.5 *Committee on Finance:* Request approval of a contract with Houghton Mifflin Harcourt Publishing Company for Middle School Mathematics Curriculum.
- 10.6 *Committee on Finance:* Request approval of a contract with CollegeBoard for SpringBoard High School Language Arts Curriculum.
- 10.7 *Committee on Finance:* Request approval of a contract with CollegeBoard for SpringBoard High School Mathematics Curriculum.
- 10.8 *Committee on Finance:* Request approval of transfers in the 2019/2020 fiscal year budget.
- 10.9 *Committee on Finance:* Request approval of the Department of Education's 2020/21 fiscal year budget.

11. *Items removed from Consent Calendar*

12. *Committee on Curriculum* - Commissioner T. Van Stone

- 12.1 Request approval of the new K – 5 Mathematics Curriculum.
- 12.2 Request approval of the new Grades 6 – 8 Mathematics Curriculum.

13. *Committee on Building & School Facilities* – Commissioner J. Van Stone

- 13.1 Use of school facilities by school organizations and/or City departments.

14. Superintendent's Notification to the Board

14.1 Appointments:

Carpenter, Ryan – Middle School Summer School Coordinator.

Theriault, Michael – SOAR to Success (Elementary) Summer School Coordinator.

14.2 Secondary English Language Arts Curriculum Committee appointments, salary according to contract:

Name	Grade Level	School
Farley, Amanda	6	Wallace
Griffin-Crosby, Denise	6	Reed
Dudek, Caitlyn	6	NEMS
Mancini-Bellemare, Doris	7	WSMS
Pratt, Lena	7	WSMS
Terenzi, Adriana	7	NEMS
Rosa, Jennifer	8	NEMS
Romano, Lisa	8	Wallace
Boratto, Jessica	8	Reed
Travisano, Tara	9	Kennedy
Winstanley, Kristin	9	WAMS
Zappone, Evette	9	Wilby
Goodman, Jillian	10	Kennedy
Mancini, Dana	10	Wilby
Ospalek, Patrick	10	WAMS
DeVeau, Heather	11	Kennedy
Pannoni, Michael	11	Wilby
Singley, Paul	11	Wilby
Cybart-Persenaire, Alena	12	Kennedy
Franks-Blanchard, Lauren	12	Wilby
Cook, Brandy	Middle School Committee Lead	NEMS
Cremins, Alison	Middle School Committee Lead	Wallace
De Paolo-Gagne, Victoria	High School Committee Lead	Crosby
Williams, Patricia	High School Committee Lead	Crosby

14.3 Teacher Transfers effective 2020/2021 School Year:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM: (Previous School Location)</u>	<u>TO: (New School Location)</u>
Angelo	Eileen	Driggs - Special Ed Resource	Maloney - Special Ed Resource
Brito	Mallory	Washington - ELA Gr 5	NEMS - ELA Gr 6
Del Debbio	Amy	CHS - ELA	WSMS – Lib/Media Specialist
Desiderio	Jennifer	CHS - Math Gr 9	Academic Acad. - Math Gr 6-8
Drewry	Emily	WMS - ELA Gr 7	KHS – ELA
Elder	Lana	NEMS - Social Studies Gr 7	KHS - Social Studies
Fernandez-Troche	Arelys	Reed - Lib/Media Specialist	Tinker - Lib/Media Specialist
Gregoire	Carmela	WHS - World Language Italian	Bunker Hill - English Second Lang.
Grendzinski	Katie	Wilson - Special Ed	Sprague - Special Ed
Haines	Thomas	Wilson - Math/Science Gr 5	WSMS - Math Gr 6
Iannantuoni	Jolee	WMS - ELA Gr 6	Academic Acad. - ELA Gr 6-8
LaChance	Mark	Enlightenment - PE Health	KHS - PE Health
Orosz	Ashley	WSMS - Social Studies Gr 7	CHS - Social Studies

Ouellette	Francene	Tinker - Gr 5	WSMS - Fam. Cons. Sci. Culinary
Pogodzinski	Marcy	Academic Acad. - Science Gr 6-8	WMS - Science Gr 7
Quattro	Marissa	WSMS - Science Gr 7	WCA - Science Biology
Rotella	David	NEMS - ELA Gr 6	NEMS - Reading Gr 8
Stellmach	Caryn	Enlightenment/State Street - Guidance Counselor	KHS - Guidance Counselor
Toucet	Nyree	WCA - Guidance Counselor	WAMS - Guidance Counselor
Turek	Matt	WSMS - Social Studies Gr 7	KHS - Social Studies
<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM: (Temporary Assignment)</u>	<u>TO: (Permanent Assignment)</u>
Abuhamed	Hoda	Academic Acad. - Computer Information Technology Gr 4-8	Academic Acad. - Computer Information Technology Gr 4-8
Aldarondo	Nayda	Bucks Hill - Bilingual Gr 1	Bucks Hill - Bilingual Gr 1
Auen	Amanda	Duggan - ELA Gr 8	Duggan - ELA Gr 8
Barrera	Luz	Hopeville - Special Ed Bilingual Speaking	Hopeville - Special Ed Bilingual Speaking
Barriera	Deisha	Chase - Social Worker	Chase - Social Worker
Bolduc	Kathryn	Reed - ELA Gr 7	Reed - ELA Gr 7
Carter	Sa-Queen	WMS - Special Ed	WMS - Special Ed
Colon	Kathleen	Reed - Math Gr 7-8	Reed School - Math Gr 7-8
Correa	Jennifer	WHS - Science Biology Gr 9-12	WHS - Science Biology Gr 9-12
Devine	Michael	WAMS - PE Health	WAMS - PE Health
Enquist	Bjorn	WMS – Art	WMS – Art
Erdmann	Michael	WHS - Special Ed BDLC	WHS - Special Ed BDLC
Farrington	Joseph	Hopeville - PE Health	Hopeville - PE Health
Flematti	Jessica	WHS - Social Worker	WHS - Social Worker
Fort	Ashley	Reed - Math & Science Gr 6	Reed - Math & Science Gr 6
Fortier	Joseph	WAMS - Guidance Counselor	WAMS - Guidance Counselor
Gabriel	Jill	Bucks - Lib/Media Specialist	Bucks - Lib/Media Specialist
Gallati	Jean	WCA - Human Services	WCA - Human Services
Garcia-Pillot	Zulma Maria	WHS - Bilingual Science Biology	WHS - Bilingual Science Biology
Grant-Mack	Tameka	Duggan - Gr K Co-Taught Reg. Ed	Duggan - Gr K Co-Taught Reg. Ed
Hargrave	Philip	Bunker Hill - Art	Bunker – Art
Havican	Melissa	Chase - Pre-K Special Ed Co-Taught	Chase - Pre-K Special Ed Co-Taught
Hunsicker	Katherine	Wilson - Special Ed Resource Room	Wilson - Special Ed Res. Room
Iannicelli	Carmela	KHS - Social Worker	KHS - Social Worker
Kelly	Stephanie	WCA - Information Technology	WCA - Information Technology
Lehane	Danielle	Gilmartin - Social Worker	Gilmartin School - Social Worker
Liang	Daxian	WCA - Math Gr 9-10	WCA - Math Gr 9-10
Manka	Michelle	Districtwide - Speech Lang. Path.	Districtwide - Speech Lang. Path.
Minty	Jessica	Rotella - Special Ed	Rotella Magnet School - Special Ed
Monagas Soto	Diana	CHS - Spanish	CHS – Spanish
Moquete	Geraldine	CHS - Speech Lang. Pathologist	CHS - Speech Lang. Pathologist
Moro	Jeffrey	WAMS - Music	WAMS – Music
Muslli	Zamira	CHS – Math	CHS - Math
Noss	Alysha	Sprague - Pre-K Regular Ed	Sprague - Pre-K Regular Ed
Opalenik	Michelle	WHS - PE Health	WHS - PE Health
Pizarro	Leugim	Hopeville - Bilingual Gr 4	Hopeville - Bilingual Gr 4
Rendon-Moreno	Miguel	Bucks Hill - Bilingual Gr 3	Bucks Hill - Bilingual Gr 3

Rivera	Nicole	Rotella - Special Ed	Rotella - Special Ed
Rivera Gierbolini	Jose	Hopeville - Bilingual Gr 5	Hopeville - Bilingual Gr 5
Romano	Lisa	WMS - ELA Gr 8	WMS - ELA Gr 8
Rosado	Jeffrey	Bunker - Gr 1	Bunker - Gr 1
Sampt	Krystle	Bucks Hill Annex - Pre-K Special Ed	Bucks Hill Annex - Pre-K Special Ed
Samuels	Julia	Carrington - Social Worker	Carrington - Social Worker
Sanzone	Ashley	Bucks Hill - Gr 3	Bucks Hill - Special Ed
Sazo	Gustavo	WMS - Math Gr 8	WMS - Math Gr 8
Selvarajan	Jayalalitha	Reed - Gr 2	Reed - Gr 2
Terry	Richard	WHS - Fam. Cons. Science Culinary	WHS - Fam. Cons. Science Culinary
Torres-Dozier	Bianca	Enlightenment - Social Worker	Enlightenment - Social Worker
Trocolla	Lillian	KHS - Bilingual Science	KHS - Bilingual Science
Volpe	Elvira	KHS - Social Studies	KHS - Social Studies

14.4 Involuntary Teacher Transfers effective 2020/2021 School Year:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM:</u> <u>(Temporary Assignment)</u>	<u>TO:</u> <u>(Permanent Assignment)</u>
Boscarino	Michelle	Walsh Math Interventionist	Gilmartin - Gr 3
Carbone	Mikaela	KHS – ELA	CHS – ELA
Colon Olivares	Maria	Chase - Bilingual Gr 2	Chase - Bilingual Gr 3
Duggan	Tatiana	WCA - Science Biology	WMS - Science Gr 8
Durante	Janelle	Walsh - Gr 5	Washington - ELA Gr 5
Garcia Pillot	Zulma Linette	WCA - Spanish	NEMS - Spanish
Goodman	Jillian	Reed - ELA Gr 7	KHS - ELA Gr 11
Haxhi	Robert	WAMS - World Language Italian	WHS - World Language Italian
Ingala	Matthew	WMS - Special Ed	WHS - Special Ed
Isabella	Michelle	Generali - Gr 5	Wilson - ELA Gr 5
Morhous	Jennifer	WCA - Special Ed	CHS - Special Ed
Nadolny	Karen	Walsh - Gr 2	Generali - Gr 2
Rashiti	Miradije	CHS - Social Studies	WSMS - Social Studies Gr 7
Vostinak	Julie	WAMS - Science Gr 9	Gilmartin - Science Gr 7-8

14.5 Adult Education summer appointments effective July 6, 2020:

NAME	POSITION	HRS/RATE
ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):		
Langeull	Margaret	Art Instructor
Linskey	Tara	Health Instructor
McDonald	Brian	Substitute
Mobilio	James	Social Studies Instructor
Moreau	Margaret	Math Instructor
Mottillo	Carissa	English Instructor
Muro	Nancy	Parenting Instructor
Person	Jocelyn	Science Instructor
Riemer	Wayne	English Instructor
AHSCDP DISTANCE LEARNING:		
Harper	James	English Usage

Harper	Julia	Human Biology	10 hrs p/wk @ \$33.00 p/hr
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ADULT BASIC EDUCATION (ABE)/GENERAL EDUCATION DEVELOPMENT (GED):

Baranowski	Judith	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Curci	Joseph	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
Scurso	Lori	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Veneziano	Ellen	GED Instructor	21 hrs p/wk @ \$33.00 p/hr

GUIDANCE STAFF:

Aucella	Laurence	ESL School Counselor	21 hrs p/wk @ \$33.00 p/hr
Jordan	Ellen	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Maschi	Suzette	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Wasilewski	Diane	Guidance Secretary	21 hrs p/wk @ \$14.00 p/hr

ENGLISH AS A SECOND LANGUAGE (ESL):

Chesnas	Stanley	ESL Facilitator	30 hrs p/wk @ \$33.00 p/hr
Martinez	Mildred	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Salgado	Roberto	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Soto	Denise	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Khafi	Ermonela	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr

Connecticut Adult Reporting System (CARS):

Monaco	Roxanne	Administrator	12 hrs p/wk @ \$37.59 p/hr
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TECHNOLOGY:

Blancato	Alfred	Computer Analyst	21 hrs p/wk @ \$24.00 p/hr
Santoro	Joseph	Computer Analyst	35 hrs p/wk @ \$24.00 p/hr

EDUCATIONAL AIDES:

Gonillo	Salvatore	Resource Room/Testing	21 hrs p/wk @ \$21.50 p/hr
Montgomery	Asia	ABE	21 hrs p/wk @ 16.98 p/hr
Nonamaker	Kim	ABE	21 hrs p/wk @ \$21.50 p/hr
Pelletier	Laurie	Bookroom Aide	21 hrs p/wk @ \$12.00 p/hr
Stanco	Michael	Resource Room/Registration	21 hrs p/wk @ \$21.50 p/hr

GED EXAMINATION:

Bacik	Madeleine	CBT Test Administrator	As needed @ \$26.82 p/hr
Felton	Tanya	CBT Test Administrator	As needed @ \$17.22 p/hr
Gonillo	Salvatore	CBT Test Administrator	As needed @ \$21.50 p/hr
Rinaldi	Nancy	CBT Test Administrator	As needed @ \$15.54 p/hr
Iasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr

SECURITY:

DeBonis	Michael C	Security/Aide	30 hrs p/wk @ \$21.50 p/hr
Iasevoli	Luigi	Security	30 hrs p/wk @ \$20.00 p/hr

CUSTODIAL/AIDES:

Evon	Randy	Security/Custodial Aide	35 hrs p/wk @ \$13.00 p/hr
Iaiennaro	Michael	Security/Custodial Aide	30 hrs p/wk @ \$12.00 p/hr
Iasevoli	Peter	Head Custodian	35 hrs p/wk @ \$16.50 p/hr
SantaBarbara, Sr.	Louis	Security/Custodial Aide	35 hrs p/wk @ \$12.00 p/hr
Zabbara	Ian	Security/Custodial Aide	35 hrs p/wk @ \$12.00 p/hr

14.6 Retirements:

Burns, Maria – Principal, State Street School, effective 06/30/2020.

DiMaio, Dante – KHS Technology Education, effective 11/06/2020 (*correction from resignation*).

Frageau, Patricia – Principal, Duggan School, effective 06/30/2020.

Marold, Mary Ann – Education Liaison to Government, Business & Community, effective 06/30/2020.

14.7 Resignations:

Reinholz, Erica – Regan/Washington, Library Media Specialist, eff. 06/30/2020.

15. *Unfinished Business of Preceding Meeting Only*

16. *Other Unfinished, New, and Miscellaneous Business*

17. *Executive Session*

18. *Adjournment*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.1

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Access Rehab Centers, LLC, for a three year period, to provide occupational and physical therapy services to students with disabilities.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.2

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with EBS Healthcare, d/b/a Educational Based Services (EBS), for a three year period, to provide speech and language therapy services to students with disabilities.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.3

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Access Rehab Centers, LLC, for a three year period, to provide speech and language therapy services to students with disabilities.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.4

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Teaching Strategies, LLC, for a five year period, to provide preschool curriculum, assessment material, and professional learning services.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.5

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Houghton Mifflin Harcourt Publishing Company, for a five year period, to provide Middle School Mathematics Curriculum including print material, digital licenses, and professional development.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.6

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with CollegeBoard for SpringBoard High School Language Arts Curriculum.

Approved:

Rocco F. Orso

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00026904**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this “Agreement”), is made as of this July 1, 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, New York 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 April 30, 2023 (“Initial Term”). Client may renew this Agreement for up to three (3) 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.

2.2.4 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, Ownership, or Confidentiality provisions, then the College Board shall have the right to terminate this Agreement immediately.

2.2.5 Termination for Non-Appropriation or Lack of Funding. College Board acknowledges that the Client is a municipal corporation and that this Contract is subject to the appropriation of funds by the Client sufficient for this Contract for each budget year in which this Contract is in effect. College Board therefore agrees that the Client shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for Client 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.

2.2.6 Effects of Non-Appropriation. If funds to enable the Client to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the Client 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 College Board.

2.2.7 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay College Board for the agreed to level of the products, services and functions to be provided by College Board under this Contract are not appropriated, authorized or otherwise made available by law, the Client may, prior to College Board’s shipment of any materials ordered hereunder, upon seven (7) calendar days written notice to College Board, reduce the level of the products, services or functions in such manner and for such periods of time as the Client 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.

2.2.8 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.

2.2.9 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.

2.2.10 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. 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 TWICE 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") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the gross 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 or willful misconduct, provided, however, that the College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by the 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 County, Connecticut State (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. College Board agrees not to demand a trial by jury in any action, proceeding or counterclaim and 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

The College Board
250 Vesey Street

New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street

New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Darren M. Schwartz
Chief Academic Officer
Department of Education
Chase Building Room 161 236 Grand
Street
Waterbury, CT 06702-1930
Tel: (203) 574-8010
Email:
dschwartz@waterbury.k12.ct.us

9.5 Publicity. Each party agrees to promptly 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.

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.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a “subrecipient” receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a “vendor” that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

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.

10. Interest of Client 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

11. Prohibition Against Gratuities and Kickbacks. College Board shall not 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.

12. Prohibition Against Contingency Fees. College Board hereby represents that it has not retained anyone to solicit or secure a contract with the Client upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

13. 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.waterburycr.org/content/> 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

14. Insurance Required from College Board.

14.1 College Board shall not commence work under this Agreement until all insurance required under this Section 14 has been obtained by College Board and such insurance has been approved by the Client. 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 Client. 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 Client approved rating system.

14.2 At no additional cost to the City, College Board shall purchase and maintain the insurance coverages set forth below which shall protect the Client 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.

14.3 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.

14.4 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:

14.4.1 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 Client for all damages arising out of bodily injuries, sickness to or death of persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

14.4.2 Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit each Accident
Providing coverage to protect the Client 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 & Owned autos

14.4.3 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**

14.4.4 Excess/Umbrella Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Aggregate.

14.4.5 Professional Liability Insurance: \$1,000,000.00 each claim. \$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the College Board.

14.5 Intentionally Omitted.

14.6 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.

14.7. Certificates of Insurance: College Board's General, Auto, and Excess Liability policies shall be endorsed to add the Client 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 Client 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 and Professional Liability. All policies shall include a waiver of subrogation except Professional Liability."** 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.

14.8 No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the Client endorsements, and Certificates of Insurance.

Waterbury Public Schools**COLLEGE BOARD**_____
Signature_____
Signature_____
Name_____
Name_____
Title_____
Title_____
Date_____
Date

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SPRINGBOARD® SCHEDULE**1. SpringBoard Program Overview.**

The SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital, and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the 'SpringBoard Program'). This SpringBoard Schedule sets forth the terms and conditions for the SpringBoard Program.

2. License Grant. The following licenses are referred to herein collectively as the 'Licenses'.

2.1 License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ('SpringBoard Digital') and to allow each of the participating schools (the 'Schools') to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the 'SpringBoard URL'). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

2.2 Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses set forth in this Section 2 (License Grant).

2.3 Access to SpringBoard. Schools will access the products (*e.g.* ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

2.3.1 Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall use its best efforts to ensure that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate Client's right to use SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

2.4 Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ('Service Provider(s)') for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider because their privacy practices may differ from the College Board's practices.

3. Professional Learning. The College Board shall furnish SpringBoard professional learning, workshops, coaching services and institutes (collectively, the 'Services').

3.1 SpringBoard Digital Access during Services. In connection with the Services, the College Board shall provide temporary access to applicable subject and grade levels of SpringBoard Digital for any participants who do not already have access, for a period of one hundred twenty (120) days. The College Board will grant complete access to SpringBoard Digital when Client purchases Student Editions (print and/or digital) for the subject and grade level for which the temporary access was provided.

4. Products.

During the Term, the College Board shall furnish material for certain Services (collectively, the 'Products'). Client acknowledges and agrees that the College Board shall be responsible for coordinating shipping and handling of the Products, as long as Client provides shipping information, contact name and phone number. The fees for the Products are set forth in Section 6.

5. Client Obligations.

5.1 Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ('Registration Information'). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on SpringBoard Digital. Client shall be solely responsible for any updates to the participating students' Registration Information after it has been imported to SpringBoard Digital.

5.2 Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA') in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

5.2.1 FERPA. College Board acknowledges that in the providing services pursuant to this Agreement, it may come into possession of education records 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). COLLEGE BOARD and its employees shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Agreement 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. COLLEGE BOARD shall instruct its employees on their obligations to comply with FERPA.

5.3 Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

5.4 Workshops.

5.4.1 For any workshop presented by the College Board to a group of teachers or educators, as applicable (the 'Workshop'), Client shall be responsible for confirming that the duration, scope, and dates of the Workshops are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

5.4.2 Client shall choose its teachers and educators to participate in any Workshop; provided, however, Client is prohibited from selling seats to teachers and educators who do not work for Client to any Workshop without advance written consent (with email to suffice) of the College Board.

5.4.3 Workshop Checklist. Client will collect and provide the College Board with the implementation information ('Implementation Information') below at least thirty (30) days prior to the first day of the Workshop, or upon execution of this Agreement if College Board is offering an Expedited Workshop:

5.4.3.1 District Information. District contact information, District Workshop Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.

5.4.3.2 School Information. School contact information, principal contact information, School Workshop coordinator, and where applicable information technology contact.

5.4.3.3 Workshop Site. Venue address to host the Services, which includes a meeting room and where applicable, audio-visual equipment.

5.4.3.4 Participant Information. The number of participants, and their subject and grade levels. Client agrees that the College Board may rely on such list in determining the number of materials and consultants provided by the College Board to Client at such Service.

5.4.3.5 Participant Attendance. The number of participants may not exceed the maximum outlined in the Professional Learning Catalog, or Client will be subject to the Participant Fee outlined in section 6 below.

5.4.3.6 Designation of Workshop Coordinator. Client shall designate a workshop coordinator who shall be the College Board's principal contact and shall assist in the organization and training.

5.4.3.7 Information Technology Contact. Client shall designate and shall cause each School to designate an information technology contact. Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the Service.

5.5 Network Access and Internet Connectivity. Client will ensure network access and Internet connectivity during the Workshop and will require Client information technology contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.

5.6 Accommodations and Instruments. Client shall furnish workshop space, instruments such as overheads, projectors, chairs and desks, DVD player and monitor, and whiteboards as necessary for the Services, and any food or refreshments Client wishes to have onsite.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not timely receive the Implementation Information required Client may be subject to the expedited planning fees outlined in Section 6 below, and the College Board reserves the right to decline furnishing the Services. If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

Services requested less than sixty (60) days in advance of the start date shall be subject to the expedited planning fee outlined in Section 6 below. The College Board shall not accept any orders for Services scheduled less than twenty-one (21) days in advance of the start date.

If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

6. Fees and Payment.

6.1 Fees. The fees for Licenses and student editions shall be **\$332,108.05.00**. The fees for Licenses, Services and Products shall be collectively referred to as 'Fee(s).' Client agrees to pay any applicable 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 Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate. The total fee calculation for this SpringBoard Schedule as of the Effective Date of this Agreement shall be set forth in the Budget, incorporated hereto. The Fees may be based on estimated student participation figures furnished to the College Board by Client prior to the Effective Date of this Agreement and do not accommodate any orders placed thereafter.

6.1.2 Costs Excluded from Fees for Services. The Fee does not cover the following costs associated with Services: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging for Client personnel. Client shall be responsible for and pay directly the costs not covered by the Fee.

6.1.3 Rescheduling Costs for Services. In addition to the full cost of the Service, for Services cancelled or rescheduled less than thirty (30) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 50% of the full cost of the Service. For Services cancelled or rescheduled less than fifteen (15) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 75% of the full cost of the Services. These fees apply to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts. The College Board retains the right, in its sole discretion, to apply these fees for rescheduling requests.

6.1.4 Expedited Workshop Planning Fee. If Client places an order for a Service less than sixty (60) prior to the requested date, Client shall be subject to an expedited planning fee of forty percent (40%) of the cost of such Service. Client must provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Workshop Checklist (Section 5.4.3) in connection with scheduling Services less than sixty (60) days in advance. This expedited planning fee shall apply to all Services under this Schedule, regardless of whether Client has received any discounts for such Service.

6.1.4 Participant Fee for Services... If the number of participants present at the Service exceeds the maximum defined in the Professional Learning Catalog, Client is subject to a fee of up to 20% of the total cost of the Services. This fee applies to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts.

6.1.5 Shipping Fees. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. The College Board will issue refunds within thirty (30) upon receipt of the returned editions days for Client's that do not have an outstanding balance due.

6.2 Changes to Student Edition/License Volumes. If the annual volumes of Student Editions/Licenses increase or decrease by more than 5% of the projected volumes agreed to at the commencement of this Agreement, then Client shall provide the College Board with the adjusted volumes no later than April 15th of the year of annual order fulfillment.

6.2.1 If during the term of this Agreement Client determines that they have an annual increase in needed volume of Student Editions/Licenses that is less than 5%, then the additional Student Editions/Licenses ordered will be provided at the price indicated in this Agreement.

6.2.2 If, during the term of this Agreement, Client determines that they needed additional Student Editions/Licenses that is greater than 5% of their projected volumes, then Client may either: amend this Agreement to reflect the revised volumes; or purchase the additional Student Editions/Licenses at the College Board's then-current price.

6.2.3 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is within 5% of their projected volumes, then the College Board will issue a credit for the shortfall upon the expiration of this Agreement, at which time all books delivered over the term of this Agreement will be reconciled against the volume invoiced.

6.2.4 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is greater than 5% of their projected volumes, then the parties will amend this Agreement to reflect the revised volumes.

7. Client Representations and Warranties. Client represents and warrants to the College Board that:

7.1 Client has designated as 'directory information' for purposes of FERPA, a student's name, grade level, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

8. Rights After Termination. If this Agreement is terminated for any reason, all rights granted to Client hereunder shall cease, and Client shall immediately notify all teachers and students participating in the SpringBoard Program that they may no longer use SpringBoard Digital. Upon termination of this Agreement, the College Board shall terminate Client's access to SpringBoard Digital, and any and all other systems to which Client has access under this Agreement.

Upon termination, Client shall promptly pay to the College Board all Fees and other amounts due and owing under this Agreement for the Services performed, Products furnished, and Licenses granted through the effective date of termination. If this Agreement is terminated during the Initial Term or any Renewal Term, Client shall not be entitled to a refund of any Fee paid with respect to such Initial Term or Renewal Term.

9. Confidentiality and Data Protection.

9.1 Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed).

9.2 Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures that personally identifiable data is secured and protected in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request. The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, State,

Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ('SSL') or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.

The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

9.2.1 Security Measures.

To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law. The College Board warrants that all confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement as defined by the College Board. The College Board acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

9.2.2 Notice.

In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, the following process will be implemented: Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (a) a confirmed compromise of these student records, or of (b) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, parent or adult student will be immediately notified of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what the College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action the College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, the College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

9.3. Student Data Privacy

9.3.1 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, COLLEGE BOARD.

9.3.2 The Board/Client 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/Client may request the deletion of Student Data by COLLEGE BOARD or the employee within ten (10) business days of receiving such a request and provide to the Board /Client confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and that deletion has occurred in accordance with industry standards/practices/protocols. The confirmation shall contain a written assurance from COLLEGE BOARD and/or its employee 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.

9.3.3 COLLEGE BOARD shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

9.3.4 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 receives a request to review Student Data in COLLEGE BOARD 's possession directly from a student, parent, or guardian, COLLEGE BOARD agrees to refer that individual to the Board and to notify the Board within ten (10) business days of receiving such a request. COLLEGE BOARD agrees to reasonable 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, and correct any erroneous information therein.

9.3.5 COLLEGE BOARD shall take actions designed to ensure the security and confidentiality of student data.

9.3.6 COLLEGE BOARD 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:

9.3.6.1 Upon discovery by COLLEGE BOARD 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.

9.3.7 Student Data shall not be retained or available to COLLEGE BOARD 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.

9.3.8 COLLEGE BOARD and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9.3.9 COLLEGE BOARD 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.

9.3.10 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 which is the subject of this Agreement. The Parties further agreed that this Agreement, and the terms contained herein, are only applicable to the services provided, and the Student Data collected, used or maintained, under this Agreement. Nothing herein shall prevent students and/or their parents from providing data directly to COLLEGE BOARD for services not covered by this Agreement.

10. Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

11. Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

12. Proprietary Rights and Intellectual Property. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise

used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating, recording or streaming, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer for resale, any used or unused SpringBoard Program material, including student or teacher editions.

Budget Schedule ELA

CollegeBoard		SpringBoard®	
Waterbury Public Schools			
3 Year Budget Schedule			
SUMMARY FOR INITIAL TERM (2020-2023)			
Summary of Costs & Savings	Fees	Cost Savings to District	District Cost*
Instructional Materials	\$ 322,435.00	\$ -	\$ 322,435.00
Shipping and Handling	\$ 32,243.50	\$ 22,570.45	\$ 9,673.05
Teacher Resources	\$ 11,270.00	\$ 11,270.00	\$ -
Total Cost of Implementation	\$ 365,948.50	\$ 33,840.45	\$ 332,108.05
*All applicable tax will be billed on a year over year basis.			
Instructional Materials include a 3-year license term along with an annual delivery of consumable student and teacher editions. The College Board shall invoice Client for the total District Cost, which Client may pay to the College Board in 3 annual equal installments or Client will pay the College Board for the total District Cost.			
Payment Schedule			
Year #	Year	Total Cost	
Year 1	2020-2021	\$ 110,702.68	
Year 2	2021-2022	\$ 110,702.68	
Year 3	2022-2023	\$ 110,702.68	
The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement. The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement.			
Instructional Materials & Teacher Resources			
Student Editions	ISBN	Price Per Unit	Year 1 2020-21
English I - 2021©	978-1-4573-1295-3	\$54.65	1700
English II - 2021©	978-1-4573-1296-0	\$54.65	1500
English III - 2021©	978-1-4573-1297-7	\$54.65	1500
English IV - 2021©	978-1-4573-1298-4	\$54.65	1200
Teacher Editions	ISBN	Price Per Unit	Year 1 2020-21
Grade 9 - 2021©	978-1-4573-1288-5	\$98.00	34
Grade 10 - 2021©	978-1-4573-1289-2	\$98.00	25
Grade 11 - 2021©	978-1-4573-1290-8	\$98.00	28
Senior English - 2021©	978-1-4573-1291-5	\$98.00	28
Novel/DVDs		\$2,992.59	1
District Cost			
Cost Savings to District			

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.7

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with CollegeBoard for SpringBoard High School Mathematics Curriculum.

Approved:

Rocco F. Orso



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00026909**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this July 1, 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, New York 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 April 30, 2023 ("Initial Term"). Client may renew this Agreement for up to three (3) 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.

2.2.4 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, Ownership, or Confidentiality provisions, then the College Board shall have the right to terminate this Agreement immediately.

2.2.5 Termination for Non-Appropriation or Lack of Funding. College Board acknowledges that the Client is a municipal corporation and that this Contract is subject to the appropriation of funds by the Client sufficient for this Contract for each budget year in which this Contract is in effect. College Board therefore agrees that the Client shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for Client 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.

2.2.6 Effects of Non-Appropriation. If funds to enable the Client to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the Client 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 College Board.

2.2.7 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay College Board for the agreed to level of the products, services and functions to be provided by College Board under this Contract are not appropriated, authorized or otherwise made available by law, the Client may, prior to College Board's shipment of any materials ordered hereunder, upon seven (7) calendar days written notice to College Board, reduce the level of the products, services or functions in such manner and for such periods of time as the Client 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.



2.2.8 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.

2.2.9 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.

2.2.10 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. 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 TWICE 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") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the gross 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 or willful misconduct, provided, however, that the College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by the 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 County, Connecticut State (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. College Board agrees not to demand a trial by jury in any action, proceeding or counterclaim and 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

The College Board
250 Vesey Street

New York, NY 10281

Tel: (212) 713-8000

Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street

New York, NY 10281

Tel: (212) 713-8000

Legalnotice@collegeboard.org

To Client:

Darren M. Schwartz

Chief Academic Officer

Department of Education

Chase Building Room 161 236 Grand
Street

Waterbury, CT 06702-1930

Tel: (203) 574-8010

Email:

dschwartz@waterbury.k12.ct.us

9.5 Publicity. Each party agrees to promptly 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.

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.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a “subrecipient” receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a “vendor” that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

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.

10. Interest of Client 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

11. Prohibition Against Gratuities and Kickbacks. College Board shall not 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.

12. Prohibition Against Contingency Fees. College Board hereby represents that it has not retained anyone to solicit or secure a contract with the Client upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

13. 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/> 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

14. Insurance Required from College Board.

14.1 College Board shall not commence work under this Agreement until all insurance required under this Section 14 has been obtained by College Board and such insurance has been approved by the Client. 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 Client. 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 Client approved rating system.

14.2 At no additional cost to the City, College Board shall purchase and maintain the insurance coverages set forth below which shall protect the Client 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.



14.3 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.

14.4 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:

14.4.1 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 Client for all damages arising out of bodily injuries, sickness to or death of persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

14.4.2 Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit each Accident
Providing coverage to protect the Client 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 & Owned autos

14.4.3 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**

14.4.4 Excess/Umbrella Liability Insurance: \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Aggregate.

14.4.5 Professional Liability Insurance: \$1,000,000.00 each claim. \$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the College Board.

14.5 Intentionally Omitted.

14.6 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.

14.7. Certificates of Insurance: College Board's General, Auto, and Excess Liability policies shall be endorsed to add the Client 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 Client 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 and Professional Liability. All policies shall include a waiver of subrogation except Professional Liability."** 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.

14.8 No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the Client endorsements, and Certificates of Insurance.



Contract # CB-00026909

Waterbury Public Schools

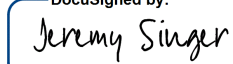
COLLEGE BOARD

Signature

Name

Title

Date

DocuSigned by:


Signature

Jeremy Singer

Name

President

Title

06/13/2020

Date



SPRINGBOARD® SCHEDULE

1. **SpringBoard Program Overview.**

The SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital, and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the 'SpringBoard Program'). This SpringBoard Schedule sets forth the terms and conditions for the SpringBoard Program.

2. **License Grant.** The following licenses are referred to herein collectively as the 'Licenses'.

2.1 License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ('SpringBoard Digital') and to allow each of the participating schools (the 'Schools') to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the 'SpringBoard URL'). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

2.2 Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses set forth in this Section 2 (License Grant).

2.3 Access to SpringBoard. Schools will access the products (*e.g.* ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

2.3.1 Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall use its best efforts to ensure that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate Client's right to use SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

2.4 Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ('Service Provider(s)') for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider because their privacy practices may differ from the College Board's practices.

3. Professional Learning. The College Board shall furnish SpringBoard professional learning, workshops, coaching services and institutes (collectively, the 'Services').

3.1 SpringBoard Digital Access during Services. In connection with the Services, the College Board shall provide temporary access to applicable subject and grade levels of SpringBoard Digital for any participants who do not already have access, for a period of one hundred twenty (120) days. The College Board will grant complete access to SpringBoard Digital when Client purchases Student Editions (print and/or digital) for the subject and grade level for which the temporary access was provided.

4. **Products.**

During the Term, the College Board shall furnish material for certain Services (collectively, the 'Products'). Client acknowledges and agrees that the College Board shall be responsible for coordinating shipping and handling of the Products, as long as Client provides shipping information, contact name and phone number. The fees for the Products are set forth in Section 6.



5. Client Obligations.

5.1 Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ('Registration Information'). Unless the College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on SpringBoard Digital. Client shall be solely responsible for any updates to the participating students' Registration Information after it has been imported to SpringBoard Digital.

5.2 Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA') in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

5.2.1 FERPA. College Board acknowledges that in the providing services pursuant to this Agreement, it may come into possession of education records 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). COLLEGE BOARD and its employees shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Agreement 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. COLLEGE BOARD shall instruct its employees on their obligations to comply with FERPA.

5.3 Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

5.4 Workshops.

5.4.1 For any workshop presented by the College Board to a group of teachers or educators, as applicable (the 'Workshop'), Client shall be responsible for confirming that the duration, scope, and dates of the Workshops are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

5.4.2 Client shall choose its teachers and educators to participate in any Workshop; provided, however, Client is prohibited from selling seats to teachers and educators who do not work for Client to any Workshop without advance written consent (with email to suffice) of the College Board.

5.4.3 Workshop Checklist. Client will collect and provide the College Board with the implementation information ('Implementation Information') below at least thirty (30) days prior to the first day of the Workshop, or upon execution of this Agreement if College Board is offering an Expedited Workshop:

5.4.3.1 District Information. District contact information, District Workshop Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.

5.4.3.2 School Information. School contact information, principal contact information, School Workshop coordinator, and where applicable information technology contact.

5.4.3.3 Workshop Site. Venue address to host the Services, which includes a meeting room and where applicable, audio-visual equipment.

5.4.3.4 Participant Information. The number of participants, and their subject and grade levels. Client agrees that the College Board may rely on such list in determining the number of materials and consultants provided by the College Board to Client at such Service.

5.4.3.5 Participant Attendance. The number of participants may not exceed the maximum outlined in the Professional Learning Catalog, or Client will be subject to the Participant Fee outlined in section 6 below.

5.4.3.6 Designation of Workshop Coordinator. Client shall designate a workshop coordinator who shall be the College Board's principal contact and shall assist in the organization and training.

5.4.3.7 Information Technology Contact. Client shall designate and shall cause each School to designate an information technology contact. Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the Service.



5.5 Network Access and Internet Connectivity. Client will ensure network access and Internet connectivity during the Workshop and will require Client information technology contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.

5.6 Accommodations and Instruments. Client shall furnish workshop space, instruments such as overheads, projectors, chairs and desks, DVD player and monitor, and whiteboards as necessary for the Services, and any food or refreshments Client wishes to have onsite.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not timely receive the Implementation Information required Client may be subject to the expedited planning fees outlined in Section 6 below, and the College Board reserves the right to decline furnishing the Services. If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

Services requested less than sixty (60) days in advance of the start date shall be subject to the expedited planning fee outlined in Section 6 below. The College Board shall not accept any orders for Services scheduled less than twenty-one (21) days in advance of the start date.

If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

6. Fees and Payment.

6.1 Fees. The fees for Licenses and student editions shall be **\$197,417.00**. The fees for Licenses, Services and Products shall be collectively referred to as 'Fee(s).' Client agrees to pay any applicable 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 Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate. The total fee calculation for this SpringBoard Schedule as of the Effective Date of this Agreement shall be set forth in the Budget, incorporated hereto. The Fees may be based on estimated student participation figures furnished to the College Board by Client prior to the Effective Date of this Agreement and do not accommodate any orders placed thereafter.

6.1.2 Costs Excluded from Fees for Services. The Fee does not cover the following costs associated with Services: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging for Client personnel. Client shall be responsible for and pay directly the costs not covered by the Fee.

6.1.3 Rescheduling Costs for Services. In addition to the full cost of the Service, for Services cancelled or rescheduled less than thirty (30) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 50% of the full cost of the Service. For Services cancelled or rescheduled less than fifteen (15) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 75% of the full cost of the Services. These fees apply to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts. The College Board retains the right, in its sole discretion, to apply these fees for rescheduling requests.

6.1.4 Expedited Workshop Planning Fee. If Client places an order for a Service less than sixty (60) prior to the requested date, Client shall be subject to an expedited planning fee of forty percent (40%) of the cost of such Service. Client must provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Workshop Checklist (Section 5.4.3) in connection with scheduling Services less than sixty (60) days in advance. This expedited planning fee shall apply to all Services under this Schedule, regardless of whether Client has received any discounts for such Service.

6.1.4 Participant Fee for Services... If the number of participants present at the Service exceeds the maximum defined in the Professional Learning Catalog, Client is subject to a fee of up to 20% of the total cost of the Services. This fee applies to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts.

6.1.5 Shipping Fees. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. The College Board will issue refunds within thirty (30) upon receipt of the returned editions days for Client's that do not have an outstanding balance due.



6.2 Changes to Student Edition/License Volumes. If the annual volumes of Student Editions/Licenses increase or decrease by more than 5% of the projected volumes agreed to at the commencement of this Agreement, then Client shall provide the College Board with the adjusted volumes no later than April 15th of the year of annual order fulfillment.

6.2.1 If during the term of this Agreement Client determines that they have an annual increase in needed volume of Student Editions/Licenses that is less than 5%, then the additional Student Editions/Licenses ordered will be provided at the price indicated in this Agreement.

6.2.2 If, during the term of this Agreement, Client determines that they needed additional Student Editions/Licenses that is greater than 5% of their projected volumes, then Client may either: amend this Agreement to reflect the revised volumes; or purchase the additional Student Editions/Licenses at the College Board's then-current price.

6.2.3 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is within 5% of their projected volumes, then the College Board will issue a credit for the shortfall upon the expiration of this Agreement, at which time all books delivered over the term of this Agreement will be reconciled against the volume invoiced.

6.2.4 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is greater than 5% of their projected volumes, then the parties will amend this Agreement to reflect the revised volumes.

7. Client Representations and Warranties. Client represents and warrants to the College Board that:

7.1 Client has designated as 'directory information' for purposes of FERPA, a student's name, grade level, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

8. Rights After Termination. If this Agreement is terminated for any reason, all rights granted to Client hereunder shall cease, and Client shall immediately notify all teachers and students participating in the SpringBoard Program that they may no longer use SpringBoard Digital. Upon termination of this Agreement, the College Board shall terminate Client's access to SpringBoard Digital, and any and all other systems to which Client has access under this Agreement.

Upon termination, Client shall promptly pay to the College Board all Fees and other amounts due and owing under this Agreement for the Services performed, Products furnished, and Licenses granted through the effective date of termination. If this Agreement is terminated during the Initial Term or any Renewal Term, Client shall not be entitled to a refund of any Fee paid with respect to such Initial Term or Renewal Term.

9. Confidentiality and Data Protection.

9.1 Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed).

9.2 Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures that personally identifiable data is secured and protected in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request. The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, State,



Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ('SSL') or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.

The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

9.2.1 Security Measures.

To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law. The College Board warrants that all confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement as defined by the College Board. The College Board acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

9.2.2 Notice.

In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, the following process will be implemented: Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (a) a confirmed compromise of these student records, or of (b) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, parent or adult student will be immediately notified of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what the College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action the College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, the College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

9.3. Student Data Privacy

9.3.1 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, COLLEGE BOARD.

9.3.2 The Board/Client 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/Client may request the deletion of Student Data by COLLEGE BOARD or the employee within ten (10) business days of receiving such a request and provide to the Board /Client confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and that deletion has occurred in accordance with industry standards/practices/protocols. The confirmation shall contain a written assurance from COLLEGE BOARD and/or its employee 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.



9.3.3 COLLEGE BOARD shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

9.3.4 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 receives a request to review Student Data in COLLEGE BOARD 's possession directly from a student, parent, or guardian, COLLEGE BOARD agrees to refer that individual to the Board and to notify the Board within ten (10) business days of receiving such a request. COLLEGE BOARD agrees to reasonable 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, and correct any erroneous information therein.

9.3.5 COLLEGE BOARD shall take actions designed to ensure the security and confidentiality of student data.

9.3.6 COLLEGE BOARD 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:

9.3.6.1 Upon discovery by COLLEGE BOARD 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.

9.3.7 Student Data shall not be retained or available to COLLEGE BOARD 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.

9.3.8 COLLEGE BOARD and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9.3.9 COLLEGE BOARD 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.

9.3.10 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 which is the subject of this Agreement. The Parties further agreed that this Agreement, and the terms contained herein, are only applicable to the services provided, and the Student Data collected, used or maintained, under this Agreement. Nothing herein shall prevent students and/or their parents from providing data directly to COLLEGE BOARD for services not covered by this Agreement.

10. Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

11. Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

12. Proprietary Rights and Intellectual Property. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise



used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating, recording or streaming, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer for resale, any used or unused SpringBoard Program material, including student or teacher editions.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.8

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent of Schools recommends approval of the following transfers totaling \$2,193,806.00 in the 2019/2020 fiscal year budget:

DESCRIPTION	Acct Unit	Account	TO	FROM
District Wide Athletics- Certified Coaches	87510005	511107		264,000)
Curriculum- Substitutes	87510301	511212		(\$1,200,000)
O&M – School Maint Non Certified	88031006	511225		(\$150,000)
O&M- Custodians	88031006	511226		(\$42,306)
O&M- Overtime	88031006	511650		(\$215,000)
Special Education- Paraprofessional	88510000	511228		(\$235,000)
Student Transportation-Bus Duty	88510001	511229		(\$62,500)
District Wide Support- Extra Police Protection	87510004	511700		(\$25,000)
 O&M- Transfer to Sinking Fund	 88031006	 591002	 \$2,193,806	
To transfer funds from COVID-19 savings and surplus accounts into Sinking Fund.				
TOTAL			\$2,193,806	(\$2,193,806)

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.9

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent of Schools recommends approval of the Department of Education's 2020/2021 Operating Budget totaling \$185,442,782 (\$158,375,000/Board Of Alderman adopted appropriation; \$23,442,782/Alliance Year 9; \$450,000/2016-17 Surplus; \$1,000,000/2015-16 Surplus; \$1,000,000/2014-15 Surplus; \$675,000/Contingency Surplus; and \$500,000/City non-lapsing contingency.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON CURRICULUM

Item #12.1

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Curriculum, the Superintendent of Schools recommends approval of the new Grades K – 5 Mathematics Curriculum and textbooks/resources for the same -

- Grades K – 5: Ready® Classroom Mathematics 2020

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

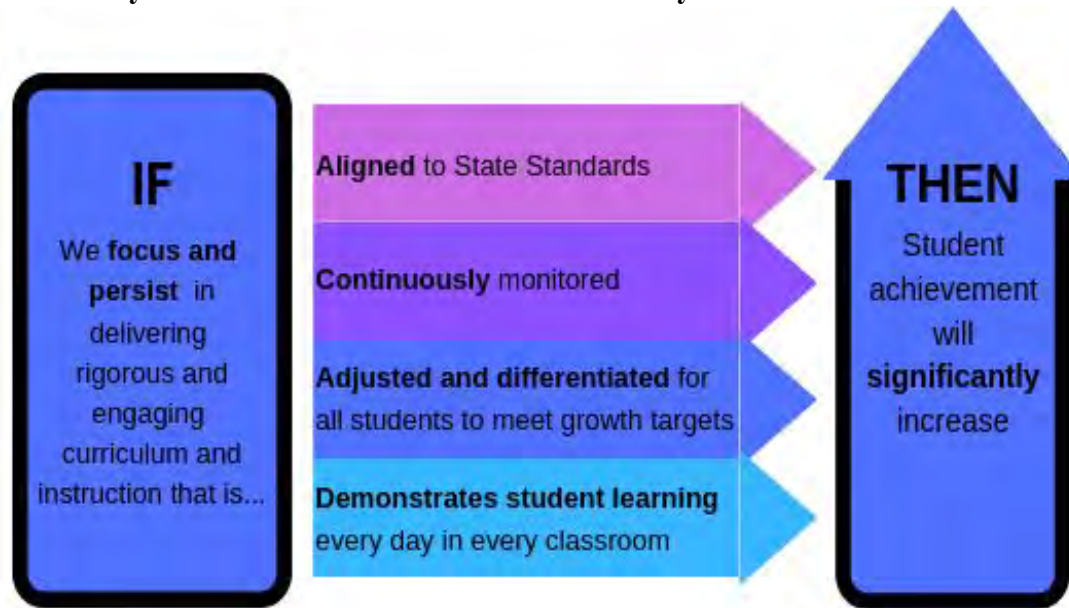
Approved:

Thomas Van Stone, Sr.

Waterbury Public Schools Academic Office



Waterbury Public Schools Academic Office Theory of Action*



Waterbury Public Schools Academic Office Mission

The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Waterbury Public Schools-Academic Office One Page Curriculum Committee Summary

Academic Department: Mathematics

Grade/s: K-5

Name of Course: Kindergarten Mathematics, Grade 1 Mathematics, Grade 2 Mathematics, Grade 3 Mathematics, Grade 4 Mathematics, Grade 5 Mathematics

NCES Code (If applicable):

National or State Standards Aligned to Curriculum: Connecticut Core State Standards for Mathematics

Summary of Proposed Curriculum/Textbook Updates:

The Elementary Mathematics Selection Committee recommends adoption of Ready Classroom Mathematics 2020 for the core mathematics program in grades kindergarten through grade five. A group of teachers, coaches, and administrators evaluated several instructional programs, and the committee felt strongly that Ready Classroom best met the needs articulated in the scope of services listed in the request for proposals. After identifying three strong standards-aligned programs that offered both print and digital platforms for students, the committee evaluated teacher and student materials in all grade levels. While all programs had positive components for grades two through five, the committee felt that Ready Classroom 2020 was the program that best suited the needs of kindergarten and grade one students. In addition, the committee believed that Ready has the best standards aligned assessments and that the teacher platform is intuitive and teacher-friendly.

The program includes all teacher and student print and digital licenses. Ready Classroom Mathematics also includes an assessment suite that includes diagnostic, formative and summative assessments and individualized student instructional pathways for intervention/enrichment. Ready Classroom Mathematics can be used in distance learning models, blended learning models, and traditional teaching models. The program provides teachers with a variety of reports on student performance and instructional levels. The program includes support for English Language Learners and special education students. Ready Classroom also provides extensive family support materials.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON CURRICULUM

Item #12.2

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Curriculum, the Superintendent of Schools recommends approval of the new Grades 6 – 8 Mathematics Curriculum and textbooks/resources for the same.

- Grades 6 – 8 HMH Into Math Program

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

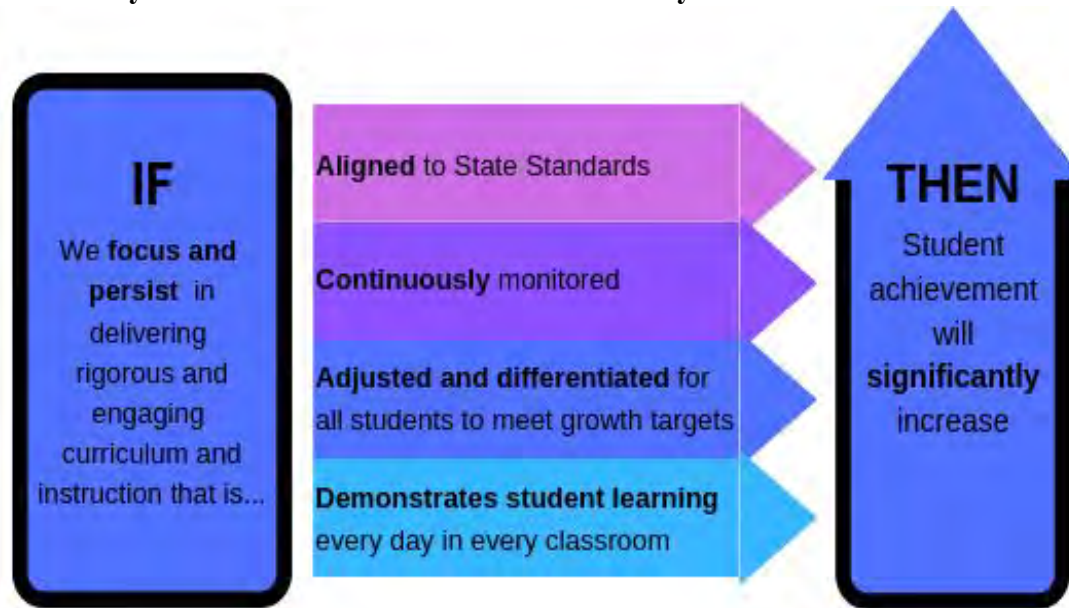
Approved:

Thomas Van Stone, Sr.

Waterbury Public Schools Academic Office



Waterbury Public Schools Academic Office Theory of Action*



Waterbury Public Schools Academic Office Mission

The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?



Waterbury Public Schools-Academic Office One Page Curriculum Committee Summary

Academic Department: Mathematics

Grade/s: 6 - 8

Name of Course: Math 6, Math 7, Math 8

NCES Code (If applicable):

National or State Standards Aligned to Curriculum: Connecticut Core State Standards for Mathematics

Summary of Proposed Curriculum/Textbook Updates:

The HMH middle level Into Math Program supports learning through a balance of conceptual development along with procedural practice and growth mindset activities. Their curricular structure “power[s] student growth with intentionally designed lessons and high-quality mathematical tasks to help students develop productive perseverance in problem solving and unlock higher-level mathematical concepts.”¹ Along with core learning activities, teachers are provided with differentiation support such as small group strategies and interventions, math center guidance, and language routines aligned to research about how to best support English Language Learners. To ensure that learning is appropriately monitored by both teachers and students, the program includes a robust menu of assessment options including diagnostics, formative assessment during concept development, and summative assessment.

¹ <https://www.hmhco.com/programs/into-math>

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #13.1

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
V. Cuevas Park Dept.	Crosby, Wallace, Wilby, North End – classrooms, café, pool, gym, theater arts rooms Summer Camp – June 29, 2020 through August 7, 2020 Staff reports Monday through Friday, 7:45 a.m. to 4:00 p.m. Camp runs Monday through Friday, 9:00 a.m. – 3:00 p.m.
*V. Cuevas Park. Dept.	Kennedy pool – June 24 & 25, 2020, 9:00 a.m. – 12:00 p.m. and June 27, 2020 10:00 a.m. – 7:00 p.m. (Lifeguard training)

Approved:

Jason Van Stone

SCHOOL PERSONNEL USE ONLY

Book

DATE: 6-1-20

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas - Park + Rec.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: CROSBY

☐ AUDITORIUM ☒ GYMNASIUM ☒ SWIMMING POOL ☒ CAFE/ROOMS

media ctr. & Theater Arts Rm.

DATES REQUESTED: June 29 To Aug. 7

Monday
then Friday

FROM 7:45 am/pm TO 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Summer Camp

APPLICANT

S. Cuevas

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 police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

Book

DATE: 6-1-20

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas - Park & Rec.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Wallace M.S.

☐ AUDITORIUM ☒ GYMNASIUM ☒ SWIMMING POOL ☒ CAFE/ROOMS
media ctr. & Theater Arts Rm.

DATES REQUESTED: June 29 To Aug. 7

Monday
then Friday FROM 7:45 am/pm TO 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Summer Camp

APPLICANT

G. Cuevas

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 police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 6-1-20

TO: SCHOOL BUSINESS OFFICE

FROM:

Victor Cuevas - Park & Rec.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Wilby



AUDITORIUM



GYMNASIUM



SWIMMING POOL



CAFE/ROOMS

media ctr. & Theater Arts Rm.

DATES REQUESTED:

June 29 To Aug. 7

Monday
then Friday

FROM

7:45

am/pm

TO

4:00

am/pm

FOR THE FOLLOWING PURPOSES:

Summer Camp

APPLICANT

Sue C.

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 police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 6-1-20

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas - Park & Rec.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: NORTH END M.S.

☐ AUDITORIUM ☒ GYMNASIUM ☒ SWIMMING POOL ☒ CAFE/ROOMS

media ctr. & Theater Arts Rm.

DATES REQUESTED: June 29 To Aug. 7

Monday
then Friday

FROM 7:45 am/pm TO 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Summer Camp

APPLICANT

S. Cuevas

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 police and fire headquarters.

Application for Approval

Pursuant to Executive Order NO. 70, signed by Governor Ned Lamont on March 30, 2020, any child care program caring for more than thirty children in one facility during the declared state of the COVID-19 emergency must obtain approval from the Commissioner of Early Childhood (OEC) and demonstrate sufficient separation of groups within the facility to help limit the spread of COVID-19 and protect the health and safety of children and staff. We are grateful for your service to the State of CT at this time-and to families and children.

City of Waterbury Bureau of Recreation

I, _____, am seeking the OEC to approve the provision of child care services to more than 30 children at the facility identified below during the declared state of the COVID-19 emergency.

Wilby High School

Facility Name

568 Bucks Hill Road, Waterbury, CT 06704

License # if applicable

Full Address

150

Maximum number of children being served at any one time in the facility: _____

I hereby attest that policies and procedures have been put in place that will ensure that all of the conditions listed and checked below will exist for the period of the declared state of emergency that maintain sufficient separation of groups of no more than 10 children within the facility that will limit the spread of the COVID-19 (All boxes must be checked below):

- ☒ Groups of children will remain in separate rooms while in attendance.
- ☒ No more than ten children will be in any room at one time even if there are half walls, half doors or other physical barriers within such room separating groups of children. For children under the age of three, a group size of 8 and a ratio of 1:4 are still required.
- ☒ Groups of children will not come in contact with other groups of children while in attendance, including at the beginning and end of the day, while engaged in outdoor play and during arrival and departure times.
- ☒ Enhanced cleaning will be performed throughout the day, in particular in common spaces such as bathrooms, outdoor space and doorways/hallways when used by different groups.
- ☒ Staffing patterns will minimize movement of staff between groups of children throughout the day.
- ☒ All staff have been trained on the policies and procedures that ensure the above conditions.
- ☒ All parents of enrolled children have been informed of these policies and procedures.

I further attest that the program will adhere to enhanced public health guidance as outlined in OEC Memo 15 and I have reviewed the guidance as outlined by the Centers for Disease Control and Prevention found at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html#social>

VICTOR CUEVAS
Signature of Legal Representative/Operator of Child Care Program

5-18-2020

Date

203-592-8025

vcuevas@waterburyct.org

Phone

Email

Submit this approval application to OEC.covid19@ct.gov.

FOR OFFICE USE ONLY

Approval Granted

YES ☒

NO ☐

Commissioner or Designee Debra L. Johnson

Date 5/29/2020

Application for Approval

Pursuant to Executive Order NO. 7Q, signed by Governor Ned Lamont on March 30, 2020, any child care program caring for more than thirty children in one facility during the declared state of the COVID-19 emergency must obtain approval from the Commissioner of Early Childhood (OEC) and demonstrate sufficient separation of groups within the facility to help limit the spread of COVID-19 and protect the health and safety of children and staff. We are grateful for your service to the State of CT at this time and to families and children.

City of Waterbury Bureau of Recreation

I, _____, am seeking the OEC to approve the provision of child care services to more than 30 children at the facility identified below during the declared state of the COVID-19 emergency.

North End Middle School

Facility Name

534 Bucks Hill Road, Waterbury, CT 06704

License # if applicable

Full Address

150

Maximum number of children being served at any one time in the facility: _____

I hereby attest that policies and procedures have been put in place that will ensure that all of the conditions listed and checked below will exist for the period of the declared state of emergency that maintain sufficient separation of groups of no more than 10 children within the facility that will limit the spread of the COVID-19 (All boxes must be checked below):

- ☒ Groups of children will remain in separate rooms while in attendance.
- ☒ No more than ten children will be in any room at one time even if there are half walls, half doors or other physical barriers within such room separating groups of children. For children under the age of three, a group size of 8 and a ratio of 1:4 are still required.
- ☒ Groups of children will not come in contact with other groups of children while in attendance, including at the beginning and end of the day, while engaged in outdoor play and during arrival and departure times.
- ☒ Enhanced cleaning will be performed throughout the day, in particular in common spaces such as bathrooms, outdoor space and doorways/hallways when used by different groups.
- ☒ Staffing patterns will minimize movement of staff between groups of children throughout the day.
- ☒ All staff have been trained on the policies and procedures that ensure the above conditions.
- ☒ All parents of enrolled children have been informed of these policies and procedures.

I further attest that the program will adhere to enhanced public health guidance as outlined in OEC Memo 15 and I have reviewed the guidance as outlined by the Centers for Disease Control and Prevention found at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html#social>

Victor Cuevas

5-18-2020

Signature of Legal Representative/Operator of Child Care Program

Date

203-592-8025

vcuevas@waterburyct.org

Phone

Email

Submit this approval application to OEC.covid19@ct.gov.

FOR OFFICE USE ONLY

Approval Granted

YES ☒

NO ☐

Commissioner or Designee Debra L. Johnson

Date _____

Application for Approval

Pursuant to Executive Order NO. 7Q, signed by Governor Ned Lamont on March 30, 2020, any child care program caring for more than thirty children in one facility during the declared state of the COVID-19 emergency must obtain approval from the Commissioner of Early Childhood (OEC) and demonstrate sufficient separation of groups within the facility to help limit the spread of COVID-19 and protect the health and safety of children and staff. We are grateful for your service to the State of CT at this time and to families and children.

City of Waterbury Bureau of Recreation

I, _____, am seeking the OEC to approve the provision of child care services to more than 30 children at the facility identified below during the declared state of the COVID-19 emergency.
Wallace Middle School

Facility Name

3465 East Main Street, Waterbury, CT 06705

License # if applicable

Full Address

Maximum number of children being served at any one time in the facility: 150

I hereby attest that policies and procedures have been put in place that will ensure that all of the conditions listed and checked below will exist for the period of the declared state of emergency that maintain sufficient separation of groups of no more than 10 children within the facility that will limit the spread of the COVID-19 (All boxes must be checked below):

- ☒ Groups of children will remain in separate rooms while in attendance.
- ☒ No more than ten children will be in any room at one time even if there are half walls, half doors or other physical barriers within such room separating groups of children. For children under the age of three, a group size of 8 and a ratio of 1:4 are still required.
- ☒ Groups of children will not come in contact with other groups of children while in attendance, including at the beginning and end of the day, while engaged in outdoor play and during arrival and departure times.
- ☒ Enhanced cleaning will be performed throughout the day, in particular in common spaces such as bathrooms, outdoor space and doorways/hallways when used by different groups.
- ☒ Staffing patterns will minimize movement of staff between groups of children throughout the day.
- ☒ All staff have been trained on the policies and procedures that ensure the above conditions.
- ☒ All parents of enrolled children have been informed of these policies and procedures.

I further attest that the program will adhere to enhanced public health guidance as outlined in OEC Memo 15 and I have reviewed the guidance as outlined by the Centers for Disease Control and Prevention found at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html#social>

VICTOR CUEVAS

5-18-2020

Signature of Legal Representative/Operator of Child Care Program

Date

203-592-8025

vcuevas@waterburyct.org

Phone

Email

Submit this approval application to OEC.covid19@ct.gov.

FOR OFFICE USE ONLY

Approval Granted

YES ☒

NO ☐

Commissioner or Designee Debra L. Johnson

Date 5/29/2020

Application for Approval

Pursuant to Executive Order NO. 7Q, signed by Governor Ned Lamont on March 30, 2020, any child care program caring for more than thirty children in one facility during the declared state of the COVID-19 emergency must obtain approval from the Commissioner of Early Childhood (OEC) and demonstrate sufficient separation of groups within the facility to help limit the spread of COVID-19 and protect the health and safety of children and staff. We are grateful for your service to the State of CT at this time-and to families and children.

City of Waterbury Bureau of Recreation

I, _____, am seeking the OEC to approve the provision of child care services to more than 30 children at the facility identified below during the declared state of the COVID-19 emergency.
Crosby High School

Facility Name

300 Pierpont Road, Waterbury, CT 06705

License # if applicable

Full Address

Maximum number of children being served at any one time in the facility: 150

I hereby attest that policies and procedures have been put in place that will ensure that all of the conditions listed and checked below will exist for the period of the declared state of emergency that maintain sufficient separation of groups of no more than 10 children within the facility that will limit the spread of the COVID-19 (All boxes must be checked below):

- ☒ Groups of children will remain in separate rooms while in attendance.
- ☒ No more than ten children will be in any room at one time even if there are half walls, half doors or other physical barriers within such room separating groups of children. For children under the age of three, a group size of 8 and a ratio of 1:4 are still required.
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- ☒ Enhanced cleaning will be performed throughout the day, in particular in common spaces such as bathrooms, outdoor space and doorways/hallways when used by different groups.
- ☒ Staffing patterns will minimize movement of staff between groups of children throughout the day.
- ☒ All staff have been trained on the policies and procedures that ensure the above conditions.
- ☒ All parents of enrolled children have been informed of these policies and procedures.

I further attest that the program will adhere to enhanced public health guidance as outlined in OEC Memo 15 and I have reviewed the guidance as outlined by the Centers for Disease Control and Prevention found at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html#social>

VICTOR CUEVAS

5-18-2020

Signature of Legal Representative/Operator of Child Care Program

Date

203-592-8025

vcuevas@waterburyct.org

Phone

Email

Submit this approval application to OEC.covid19@ct.gov.

FOR OFFICE USE ONLY

Approval Granted

YES ☒

NO ☐

Commissioner or Designee Debra L. Johnson

Date 5/29/2020

SCHOOL PERSONNEL USE ONLY

DATE: 6-8-2020

TO: SCHOOL BUSINESS OFFICE

FROM: Bureau of Recreation

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☒ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/24 and 6/25/20 also 6/27/20 10AM - 7PM

FROM: 9 am TO: 12 pm

FOR THE FOLLOWING PURPOSES:

Lifeguard training

Victor Cuevas
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.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.1

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following appointments:

Carpenter, Ryan – Middle School Summer School Coordinator.

Theriault, Michael – SOAR to Success (Elementary) Summer School Coordinator.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.2

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Secondary English Language Arts Curriculum Committee appointments, salary according to contract:

Name	Grade Level	School
Farley, Amanda	6	Wallace
Griffin-Crosby, Denise	6	Reed
Dudek, Caitlyn	6	NEMS
Mancini-Bellemare, Doris	7	WSMS
Pratt, Lena	7	WSMS
Terenzi, Adriana	7	NEMS
Rosa, Jennifer	8	NEMS
Romano, Lisa	8	Wallace
Boratto, Jessica	8	Reed
Travisano, Tara	9	Kennedy
Winstanley, Kristin	9	WAMS
Zappone, Evette	9	Wilby
Goodman, Jillian	10	Kennedy
Mancini, Dana	10	Wilby
Ospalek, Patrick	10	WAMS
DeVeau, Heather	11	Kennedy
Pannoni, Michael	11	Wilby
Singley, Paul	11	Wilby
Cybart-Persenaire, Alena	12	Kennedy
Franks-Blanchard, Lauren	12	Wilby
Cook, Brandy	Middle School Committee Lead	NEMS
Cremins, Alison	Middle School Committee Lead	Wallace
De Paolo-Gagne, Victoria	High School Committee Lead	Crosby
Williams, Patricia	High School Committee Lead	Crosby

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.3

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher transfers effective 2020/2021 School Year:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM:</u> <u>(Previous School Location)</u>	<u>TO:</u> <u>(New School Location)</u>
Angelo	Eileen	Driggs - Special Ed Resource	Maloney - Special Ed Resource
Brito	Mallory	Washington - ELA Gr 5	NEMS - ELA Gr 6
Del Debbio	Amy	CHS - ELA	WSMS - Lib/Media Specialist
Desiderio	Jennifer	CHS - Math Gr 9	Academic Acad. - Math Gr 6-8
Drewry	Emily	WMS - ELA Gr 7	KHS - ELA
Elder	Lana	NEMS - Social Studies Gr 7	KHS - Social Studies
Fernandez-Troche	Arelys	Reed - Lib/Media Specialist	Tinker - Lib/Media Specialist
Gregoire	Carmela	WHS - World Language Italian	Bunker Hill - English Second Lang.
Grendzinski	Katie	Wilson - Special Ed	Sprague - Special Ed
Haines	Thomas	Wilson - Math/Science Gr 5	WSMS - Math Gr 6
Iannantuoni	Jolee	WMS - ELA Gr 6	Academic Acad. - ELA Gr 6-8
LaChance	Mark	Enlightenment - PE Health	KHS - PE Health
Orosz	Ashley	WSMS - Social Studies Gr 7	CHS - Social Studies
Ouellette	Francene	Tinker - Gr 5	WSMS - Fam. Cons. Sci. Culinary
Pogodzienski	Marcy	Academic Acad. - Science Gr 6-8	WMS - Science Gr 7
Quattro	Marissa	WSMS - Science Gr 7	WCA - Science Biology
Rotella	David	NEMS - ELA Gr 6	NEMS - Reading Gr 8
Stellmach	Caryn	Enlightenment/State Street - Guidance Counselor	KHS - Guidance Counselor
Toucet	Nyree	WCA - Guidance Counselor	WAMS - Guidance Counselor
Turek	Matt	WSMS - Social Studies Gr 7	KHS - Social Studies
<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM:</u> <u>(Temporary Assignment)</u>	<u>TO:</u> <u>(Permanent Assignment)</u>
Abuhamed	Hoda	Academic Acad. - Computer Information Technology Gr 4-8	Academic Acad. - Computer Information Technology Gr 4-8
Aldarondo	Nayda	Bucks Hill - Bilingual Gr 1	Bucks Hill - Bilingual Gr 1

BOARD OF EDUCATION

Waterbury, Connecticut

June 18, 2020
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Auen	Amanda	Duggan - ELA Gr 8	Duggan - ELA Gr 8
Barrera	Luz	Hopeville - Special Ed Bilingual Speaking	Hopeville - Special Ed Bilingual Speaking
Barriera	Deisha	Chase - Social Worker	Chase - Social Worker
Bolduc	Kathryn	Reed - ELA Gr 7	Reed - ELA Gr 7
Carter	Sa-Queen	WMS - Special Ed	WMS - Special Ed
Colon	Kathleen	Reed - Math Gr 7-8	Reed School - Math Gr 7-8
Correa	Jennifer	WHS - Science Biology Gr 9-12	WHS - Science Biology Gr 9-12
Devine	Michael	WAMS - PE Health	WAMS - PE Health
Enquist	Bjorn	WMS - Art	WMS - Art
Erdmann	Michael	WHS - Special Ed BDLC	WHS - Special Ed BDLC
Farrington	Joseph	Hopeville - PE Health	Hopeville - PE Health
Flematti	Jessica	WHS - Social Worker	WHS - Social Worker
Fort	Ashley	Reed - Math & Science Gr 6	Reed - Math & Science Gr 6
Fortier	Joseph	WAMS - Guidance Counselor	WAMS - Guidance Counselor
Gabriel	Jill	Bucks - Lib/Media Specialist	Bucks - Lib/Media Specialist
Gallati	Jean	WCA - Human Services	WCA - Human Services
Garcia-Pillot	Zulma Maria	WHS - Bilingual Science Biology	WHS - Bilingual Science Biology
Grant-Mack	Tameka	Duggan - Gr K Co-Taught Reg. Ed	Duggan - Gr K Co-Taught Reg. Ed
Hargrave	Philip	Bunker Hill - Art	Bunker - Art
Havican	Melissa	Chase - Pre-K Special Ed Co-Taught	Chase - Pre-K Special Ed Co-Taught
Hunsicker	Katherine	Wilson - Special Ed Resource Room	Wilson - Special Ed Res. Room
Iannicelli	Carmela	KHS - Social Worker	KHS - Social Worker
Kelly	Stephanie	WCA - Information Technology	WCA - Information Technology
Lehane	Danielle	Gilmartin - Social Worker	Gilmartin School - Social Worker
Liang	Daxian	WCA - Math Gr 9-10	WCA - Math Gr 9-10
Manka	Michelle	Districtwide - Speech Lang. Path.	Districtwide - Speech Lang. Path.
Minty	Jessica	Rotella - Special Ed	Rotella Magnet School - Special Ed
Monagas Soto	Diana	CHS - Spanish	CHS - Spanish
Moquete	Geraldine	CHS - Speech Lang. Pathologist	CHS - Speech Lang. Pathologist
Moro	Jeffrey	WAMS - Music	WAMS - Music
Muslli	Zamira	CHS - Math	CHS - Math
Noss	Alysha	Sprague - Pre-K Regular Ed	Sprague - Pre-K Regular Ed
Opalenik	Michelle	WHS - PE Health	WHS - PE Health
Pizarro	Leugim	Hopeville - Bilingual Gr 4	Hopeville - Bilingual Gr 4
Rendon-Moreno	Miguel	Bucks Hill - Bilingual Gr 3	Bucks Hill - Bilingual Gr 3
Rivera	Nicole	Rotella - Special Ed	Rotella - Special Ed
Rivera Gierbolini	Jose	Hopeville - Bilingual Gr 5	Hopeville - Bilingual Gr 5
Romano	Lisa	WMS - ELA Gr 8	WMS - ELA Gr 8
Rosado	Jeffrey	Bunker - Gr 1	Bunker - Gr 1

BOARD OF EDUCATION

Waterbury, Connecticut

June 18, 2020
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Sampt	Krystle	Bucks Hill Annex - Pre-K Special Ed	Bucks Hill Annex - Pre-K Special Ed
Samuels	Julia	Carrington - Social Worker	Carrington - Social Worker
Sanzone	Ashley	Bucks Hill - Gr 3	Bucks Hill - Special Ed
Sazo	Gustavo	WMS - Math Gr 8	WMS - Math Gr 8
Selvarajan	Jayalalitha	Reed - Gr 2	Reed - Gr 2
Terry	Richard	WHS - Fam. Cons. Science Culinary	WHS - Fam. Cons. Science Culinary
Torres-Dozier	Bianca	Enlightenment - Social Worker	Enlightenment - Social Worker
Trocolla	Lillian	KHS - Bilingual Science	KHS - Bilingual Science
Volpe	Elvira	KHS - Social Studies	KHS - Social Studies

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.4

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Involuntary Teacher Transfers effective 2020/2021 School Year:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FROM:</u> <u>(Temporary Assignment)</u>	<u>TO:</u> <u>(Permanent Assignment)</u>
Boscarino	Michelle	Walsh Math Interventionist	Gilmartin - Gr 3
Carbone	Mikaela	KHS – ELA	CHS – ELA
Colon Olivares	Maria	Chase - Bilingual Gr 2	Chase - Bilingual Gr 3
Duggan	Tatiana	WCA - Science Biology	WMS - Science Gr 8
Durante	Janelle	Walsh - Gr 5	Washington - ELA Gr 5
Garcia Pillot	Zulma Linette	WCA - Spanish	NEMS - Spanish
Goodman	Jillian	Reed - ELA Gr 7	KHS - ELA Gr 11
Haxhi	Robert	WAMS - World Language Italian	WHS - World Language Italian
Ingala	Matthew	WMS - Special Ed	WHS - Special Ed
Isabella	Michelle	Generali - Gr 5	Wilson - ELA Gr 5
Morhous	Jennifer	WCA - Special Ed	CHS - Special Ed
Nadolny	Karen	Walsh - Gr 2	Generali - Gr 2
Rashiti	Miradije	CHS - Social Studies	WSMS - Social Studies Gr 7
Vostinak	Julie	WAMS - Science Gr 9	Gilmartin - Science Gr 7-8

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.5

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Adult Education summer appointments effective July 6, 2020:

NAME		POSITION	HRS/RATE
ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):			
Langeull	Margaret	Art Instructor	21 hrs p/wk @ \$33.00 p/hr
Linskey	Tara	Health Instructor	21 hrs p/wk @ \$33.00 p/hr
McDonald	Brian	Substitute	@ \$33.00 p/hr
Mobilio	James	Social Studies Instructor	21 hrs p/wk @ \$33.00 p/hr
Moreau	Margaret	Math Instructor	21 hrs p/wk @ 33.00 p/hr
Mottillo	Carissa	English Instructor	21 hrs p/wk @ \$33.00 p/hr
Muro	Nancy	Parenting Instructor	21 hrs p/wk @ \$33.00 p/hr
Person	Jocelyn	Science Instructor	21 hrs p/wk @ \$33.00 p/hr
Rierner	Wayne	English Instructor	21 hrs p/wk @ \$33.00 p/hr
AHSCDP DISTANCE LEARNING:			
Harper	James	English Usage	10 hrs p/wk @ \$33.00 p/hr
Harper	Julia	Human Biology	10 hrs p/wk @ \$33.00 p/hr
ADULT BASIC EDUCATION (ABE)/GENERAL EDUCATION DEVELOPMENT (GED):			
Baranowski	Judith	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Curci	Joseph	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
Scurso	Lori	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Veneziano	Ellen	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
GUIDANCE STAFF:			
Aucella	Laurence	ESL School Counselor	21 hrs p/wk @ \$33.00 p/hr
Jordan	Ellen	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Maschi	Suzette	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Wasilewski	Diane	Guidance Secretary	21 hrs p/wk @ \$14.00 p/hr
ENGLISH AS A SECOND LANGUAGE (ESL):			
Chenas	Stanley	ESL Facilitator	30 hrs p/wk @ \$33.00 p/hr
Martinez	Mildred	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Salgado	Roberto	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Soto	Denise	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Khafi	Ermonela	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr

BOARD OF EDUCATION

Waterbury, Connecticut

June 18, 2020
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Connecticut Adult Reporting System (CARS):

Monaco	Roxanne	Administrator	12 hrs p/wk @ \$37.59 p/hr
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TECHNOLOGY:

Blancato	Alfred	Computer Analyst	21 hrs p/wk @ \$24.00 p/hr
Santoro	Joseph	Computer Analyst	35 hrs p/wk @ \$24.00 p/hr

EDUCATIONAL AIDES:

Gonillo	Salvatore	Resource Room/Testing	21 hrs p/wk @ \$21.50 p/hr
Montgomery	Asia	ABE	21 hrs p/wk @ 16.98 p/hr
Nonamaker	Kim	ABE	21 hrs p/wk @ \$21.50 p/hr
Pelletier	Laurie	Bookroom Aide	21 hrs p/wk @ \$12.00 p/hr
Stanco	Michael	Resource Room/Registration	21 hrs p/wk @ \$21.50 p/hr

GED EXAMINATION:

Bacik	Madeleine	CBT Test Administrator	As needed @ \$26.82 p/hr
Felton	Tanya	CBT Test Administrator	As needed @ \$17.22 p/hr
Gonillo	Salvatore	CBT Test Administrator	As needed @ \$21.50 p/hr
Rinaldi	Nancy	CBT Test Administrator	As needed @ \$15.54 p/hr
Iasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr

SECURITY:

DeBonis	Michael C	Security/Aide	30 hrs p/wk @ \$21.50 p/hr
Iasevoli	Luigi	Security	30 hrs p/wk @ \$20.00 p/hr

CUSTODIAL/AIDES:

Evon	Randy	Security/Custodial Aide	35 hrs p/wk @ \$13.00 p/hr
Iaiennaro	Michael	Security/Custodial Aide	30 hrs p/wk @ \$12.00 p/hr
Iasevoli	Peter	Head Custodian	35 hrs p/wk @ \$16.50 p/hr
SantaBarbara, Sr.	Louis	Security/Custodial Aide	35 hrs p/wk @ \$12.00 p/hr
Zabbara	Ian	Security/Custodial Aide	35 hrs p/wk @ \$12.00 p/hr

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.6

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

Burns, Maria – Principal, State Street School, effective 06/30/2020.

DiMaio, Dante – KHS Technology Education, effective 11/06/2020 (*correction from resignation*).

Frageau, Patricia – Principal, Duggan School, effective 06/30/2020.

Marold, Mary Ann – Education Liaison to Government, Business & Community, effective 06/30/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.7

June 18, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

Reinholz, Erica – Regan/Washington, Library Media Specialist, eff. 06/30/2020.

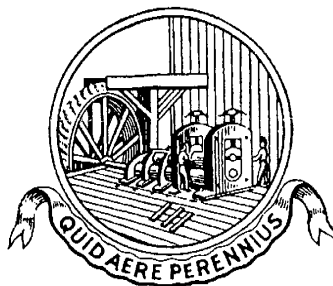
Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Communications



Packet week ending: 6/16/2020



✓ Carol
Tanya

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 12, 2020

Adam Shaban
376 Maybrook Rd.
Waterbury, CT 06708

Dear Mr. Shaban:

Your name is being certified to the Department of Education - Food Service for the position of Assistant Director of Food Services (Req. #2020725) at \$85,000 per year.

Your official start date was April 23, 2020.

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.

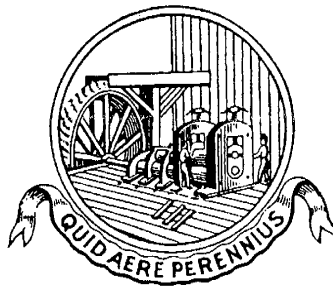
Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr Ruffin, Supt. of Schools
Linda Franzese, Director of Food 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

May 19, 2020

Marjana Likorama
28 Pleasant Dr.
Cheshire, CT 06410

Dear Ms. Likorama:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – School Business Office for the position of Accountant III (Req. #2020298) at \$61,109.33 per year. Please contact Doreen Biolo, CFO – School Business Office at (203) 574-8031 with any questions you may have in regards to this position.

You will be scheduled for the City of Waterbury's orientation which will be scheduled at a later date. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 28, 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.

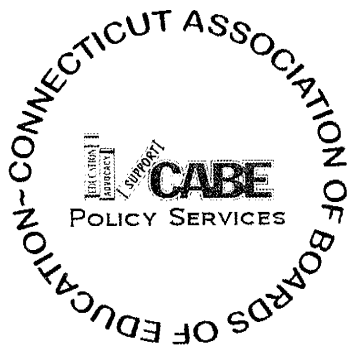
Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Doreen Biolo, CFO – Schl Business Office
file



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

May 15, 2020

Volume 19 – Issue #24

New Title IX Regulations Issued: The U.S. Education Department (ED Department) issued final regulations on May 6 creating legal obligations for school districts to promptly respond to reports of sexual harassment.

The new regulations have implications for students with disabilities, who can seek monetary damages under Title IX against school districts they allege failed to protect them from such harassment or assault. The Department indicated the new rule, which becomes effective Aug. 14, emphasizes prompt response to allegations; clarity on how schools must respond; supports for those alleging harassment or assault; due process rights for those accused; and school officials' responsibility to be impartial during a transparent and predictable investigation.

The new regulation, which is approximately 2,100 pages in length, for purposes of enforcement under Title IX, defines sexual harassment, including sexual assault, as unlawful sex discrimination. Sexual harassment is defined as “unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school’s education program or activity,” according to the rule.” This is a stricter definition than is used in employment law. Schools will be found in violation of Title IX if they are “deliberately indifferent” to such conduct.

Instances of sexual harassment include sexual assault, dating violence, domestic violence, and stalking, as unlawful discrimination on the basis of sex.

The regulation is applicable to both higher education institutions and K-12 school systems. However, different components are provided to recognize the unique environments of the campuses and the age difference in the students at the center of the alleged instances.

For example, one provision that elementary and secondary school administrators should take note of is that the ED Department expects schools to respond promptly when any school employee has notice of sexual harassment. The interpretation of past guidance was that “actual knowledge” of allegations had to reach the administrative level or a designated employee before a response was initiated.

Another important provision relevant to K-12 schools includes the right of parents to file a formal complaint on behalf of their child. In those cases, the child remains the complainant. In addition, the new regulation specifies that a school’s “education program or activity” includes situations over which the school exercised substantial control, which may include off-campus field trips, academic conferences, and preemployment activities.

The new regulation says that when investigating and adjudicating formal complaints of sexual harassment, schools can use either the preponderance of the evidence standard or the clear and convincing evidence standard. This is among the biggest changes. Schools can now shift the threshold that officials use to decide if an assault claim requires a response, from the “preponderance of evidence” standard to a “clear and convincing evidence” standard, which is a higher bar to prove claims of misconduct.

In regard to deliberate indifference, the regulation specifies that a school’s response to an allegation must be prompt; consist of offering supportive measures to the person making an allegation; consider the complainant’s wishes regarding supportive measures; inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and explain to the complainant the process for filing a formal complaint.

“This mandatory, proactive, and interactive process helps ensure that complainants receive the response that will most effectively address [their] needs in each circumstance,” the regulation states.

The ED Department indicated that 9,700 incidents of sexual assault, rape, or attempted rape occurred in public elementary and secondary schools in the 2015-2016 school year.

Earlier this year the ED Department announced it was enhancing enforcement of student civil rights protections under Title IX. That initiative includes compliance reviews; public awareness and support; data quality reviews; and detailed data collection.

The initiative also emphasized enforcement of the “Pass the Trash” provision from the Every Student Succeeds Act (ESSA), which prohibits states and districts from hiring new employees who have engaged in sexual misconduct with a student or minor. (This is also covered in Connecticut statute.)

In summary, the key provisions for K-12 schools include the following:

- Schools are required to respond when they have “actual knowledge” of a complaint of sexual harassment, which can include a report to any employee of an elementary or secondary school. That’s compared to the previous Title IX guidance, which held schools responsible for incidents they “reasonably should” have been aware of. The recent draft rule had more narrowly limited that reporting responsibility to Title IX coordinators. Survivors’ advocacy groups say students are often unaware of their rights, and many schools don’t sufficiently publicize who coordinate their Title IX response.
- Schools must respond when harassment occurs “in the school’s education program or activity.” After the draft rule, survivors’ advocates raised alarms that off-campus conduct can disrupt education for students. The final rule expands the definition of “program or activity” to include “locations, events, or circumstances over which the school exercised substantial control over both the respondent and the context in which the sexual harassment occurs.” But advocates said that definition still left some gray areas: like online harassment.
- The final rule allows parents or guardians of K-12 students to file complaints on their behalf, and requires parental notification of complaints against their children.

- Unlike colleges and universities, elementary and secondary schools are not required to hold hearings on student complaints.
- The rule requires schools to provide “supportive measures” to students, with or without a formal complaint. That might include providing counseling or changing class schedules to avoid sharing a classroom with the accused.

Education Secretary DeVos had been under pressure to delay the final Title IX regulation due to the COVID-19 pandemic. Some school administration groups and several state attorney generals and U.S. senators said the new regulation would burden school systems by diverting their attention to new policies and training at the same time they are responding to the public health crisis.

Chairman of the House Education and Labor Committee Bobby Scott, D-Va., criticized the timing and the substance of the rule. “The Department’s final Title IX rule creates new barriers to justice for survivors of sexual misconduct,” Scott said in a statement with House Judiciary Committee Chairman Jerrold Nadler, D-NY. “It imposes a higher burden of proof for survivors – which is more challenging than the standard used in other civil rights laws and will be particularly difficult to meet given the nature of many sexual misconduct cases.”

Sen. Lamar Alexander, R-Tenn., the chairman of the Senate education committee, praised the changes.” This final rule respects and supports victims and preserves due process rights for both the victim and the accused,” Alexander said in a statement. “For example, the rule ensures victims get the support they need to change classes or dorms if they allege they have been sexually assaulted or sexually harassed and the rule ensures the victim and the accused get a fair hearing to resolve such allegations.”

Others also questioned the timing of the new directive. A coalition of 209 education and advocacy groups wrote to secretary DeVos in March, urging her to pause the rulemaking process as schools, colleges, and universities confront unprecedented challenges related to the coronavirus pandemic.

“Moving forward now with a new Title IX rule would only exacerbate these challenges by diverting schools’ already sharply limited resources toward creating complex new policies and training employees on implementation, at a time when schools are already working to radically shift their programs and meet student needs, even while staff operate remotely,” that letter said.

Secretary DeVos defended the timing of the release of the rule saying that the ED Department took more than two years to develop the rule, reviewed more than 124,000 public comments, and met with a variety of individuals and organizations ahead of issuing the final rule. “Civil rights cannot wait,” DeVos said.

Advocacy groups, who say elementary and secondary schools already struggle to adequately and consistently respond to students’ reports of sexual assault and harassment, have long anticipated the changes. Groups like the American Psychological Association said they feared the new evidentiary standard in the final rule would make it more difficult for students to prove their claims. The National Women’s Law Center threatened to sue to block the regulations.

Source: “Title IX: Ed department rule ‘holds schools accountable,’” by Kara Arundel, *District Administration*, | May 7, 2020

Source: "Title IX Rule Details How K-12 Schools Must Address Sexual Harassment, Assault" by Evie Blad, *Education Week*, May 6, 2020.

Policy Implications: The recently issued final regulations made some important changes from the initial proposed regulations as a result of considerable input during the comment period.

Specifically:

- Unlike the initial proposal, the final regulations allow students in elementary and secondary schools to report a Title IX claim to any employee at their school.
- It requires schools to ignore all reports of in-school sexual harassment where the student has not yet been "effectively denied" equal access to a school program or activity.
- In the K-12 context, the final regulations reconsider the position that districts' Title IX obligations are triggered whenever employees "should have known" about the "pervasiveness" of a sexual harassment event. Thus, if the sexual harassment is "so pervasive" that some employee "should have known" about it (e.g., sexualized graffiti scrawled across lockers that meets the definition of sexual harassment), schools can be charged with failing to meet their Title IX responsibilities.
- Under the final regulations, the district can now investigate Title IX incidents that occur off-campus as long as "the school exercises substantial control over both the respondent and the context in which the sexual harassment occurs."
- Schools will be required to start an investigation with the presumption that no sexual harassment occurred.
- Districts must notify all students, parents, or legal guardians of elementary and secondary school students and employees the name and contact information of the employee or employees designated as the Title IX Coordinator.
- Districts must offer both parties the right to appeal the decision.
- Districts may not require the parties to participate in informal resolution and may not offer informal resolution unless a formal complaint is filed.
- Overall, there are a few positive changes that do make it easier for students to report and districts to have flexibility in managing a Title IX complaint when compared to the proposed regulations.

The American Association of School Administrators (AASA) stated, "The Title IX regulations could potentially alter some district policies and practices from the 2001 Title IX guidance, which has been implemented by district personnel for nearly two decades. The new regulations will require significant new training of districts, create new processes and requirements for managing Title IX complaints, bind the hands of education officials in addressing sexual assault that occurs off school grounds or online, and increase the likelihood that students will instead pursue formal litigation against districts because their claims are not taken seriously or because they do not meet the standard required to have their complaint investigated by the district."

The following policies appear to be impacted by these new federal regulations:

- #0521 – Nondiscrimination
- #0521.1 – Grievance Procedure

- #4000.1 – Title IX (Personnel)
- #4118.11/4218.11 – Nondiscrimination (Personnel)
- #4118.111/4218.111 – Grievance Procedure – Title IX
- #4118.112/4218.112 – Sex Discrimination & Sexual Harassment in the Workplace
- #5145.5 – Sexual Harassment (Students)
- #5145.51 – Peer Sexual Harassment (Students)

The regulations are set to become effective on August 14, 2020, right as we'll be reopening (maybe) schools for the 20-21 school year. They will require changes to policies and handbooks and training for staff. The CAGE Policy Department, albeit remotely, has started the review and ultimately revision process of the above at this difficult time.

It is recommended that you stop and take a deep breath, at least 6 feet away from others. You currently have significant complex issues to address.

We will need to see if these regulations actually become effective on August 14, 2020. Currently there are many attorneys, advocacy groups and legislators preparing lawsuits and/or political strategies to stop the August implementation of these regulations. During this current pandemic situation, the possibility exists (hopefully) that the effective date can be put on hold by a federal court injunction or Congressional action. The revision process CAGE has started will also include tracking these possible events closely.

Carrie Swain

Subject: FW: Waterbury Public School Distance Learning Plans and Concerns

From: CMeglio <cmeglio@sbcglobal.net>

Date: May 28, 2020 at 12:03:42 PM EDT

To: "Dr. Verna D. Ruffin" <vruffin@waterbury.k12.ct.us>, Gregory Rodriguez <grodriguez@waterbury.k12.ct.us>, NOREEN BUCKLEY <nbuckley@waterbury.k12.ct.us>, Janice Epperson <jepperson@waterbury.k12.ct.us>

Cc: ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>, "jheranandez@waterbury.k12.ct.us" <jheranandez@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>, Rocco Orso <rorso@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, "mserranoadorono@waterbury.k12.ct.us" <mserranoadorono@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, JASON VAN STONE <jvanstone@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>

Subject: Waterbury Public School Distance Learning Plans and Concerns

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,

I am reaching out to share my concerns as a parent and taxpayer in regards to Waterbury Public Schools and distance learning. I want to share my experiences and disappointments with the WPS. I am a parent of 3 children who attend WPS. My oldest is a junior at SOAR, my middle a freshman at WCA, and my youngest is in Pre-K at Bunker Hill. My children have attended WPS their entire school careers.

I have been filled with compassion and patience since the start of the pandemic. I am aware that this is new ground for all of us. That being said, I work in a school district, I have friends that work in others, and have many friends who work for WPS. I am frustrated with the level of education my children are receiving at this point and concerned for what their futures hold. I understand why student engagement is low, it is because of the decisions that are being made by Ms. Ruffin.

I visited the WPS website yesterday looking for information. It appears the page for WPS Distance Learning is blank. There are no resources or information for families as I anticipated.

<https://sites.google.com/waterbury.k12.ct.us/wpsdistancelearning/home>

WPS took a very long time to get up and running with distance learning, 3 weeks behind most surrounding districts. Once it did start, it was overwhelming for all of us. My children who had no work for 3 weeks were inundated with work. My oldest is very independent, he does not need help. My middle has ADHD and needs structure and direction. My youngest is eager to work but I am responsible for preparing her assignments which is extremely time consuming as I work and so does my husband.

Early on I asked for changes to my middle sons 504, I was told that no changes would be made this school year. This was a district decision, not a school level decision. (I am pretty sure that was a violation of his 504 rights) As a parent, I was asking to be included on assignments and due dates. He was inundated with Algebra assignments that came with no directions/instructions/examples to learn from. The teacher, who had been meeting with the students online was instructed to stop. The result was a very frustrated child and parent who could not get through the assignments. I eventually reached out to Jeannie Minort-Kale for teaching materials and online books so I could help him. After providing me with that information I was instructed by her not to contact her and to contact the school. I would like to add that his Algebra teacher was as helpful as he could be and responded to every question and

email. Dr. Padua was also understating as he reached out to me personally. Algebra became so frustrating that my child stopped doing the assignments and started on page 1 of the Algebra book provided by Ms. Minort-Kale. He spend 2 hours a day reviewing until he caught up to his class assignments. He now understands the work being assigned. As for the rest of his school work, it is not equitable to what he would be doing in class. Other concerns include that he receives only one 15 minute assignment for science every week(a core requirement) and one 10 minute assignment for a manufacturing class per week. With the exception of Spanish, English, and Algebra his weekly assignments are far less that what would be expected had he been in a classroom.

I have been locked out of PowerSchool and have no access to see any of my children's progress. I would also like to voice my concern that I have yet to see a 3rd marking period report card. While I understand that WPS has moved to pass/fail, I do not understand why the decision to change to pass/fail for the 3rd marking period was made. There were only 10 days left in the marking period. My oldest child worked so hard to bring every grade he had up. WPS is punishing those who work hard and rewarding those who are doing nothing. This child, who works very hard and takes his education so very seriously has become disengaged. His attitude is "Why do I have to work so hard, it doesn't matter anymore. I'm getting the same pass as everyone else." He is 100% correct. While studying for his English AP exam, he was still being assigned the same assignments as every other junior in the district. He calls it busy work. From conversations I've had with him, many of his friends feel the same. For WPS to be successful at distance learning and increase student engagement, there needs to be serious changes to the policies and procedures of the district. At this point, my children should be learning new material in their classes, not completing busy work. It needs to be work that is engaging, equitable, and grade level appropriate.

My last concerns are as a taxpayer to the City of Waterbury. I would like to know why teachers are not allowed to teach and post their own assignments in Google Classroom. At the elementary level, I know teachers who are not allowed to post anything on google classroom unless it was provided by "downtown". What exactly are these teachers being paid to do? Why are they not allowed to provide their own assignments? They are certified teachers, this is their occupation, this is what they get paid to do...teach. These teachers know their students, they know how they thrive and how they struggle. Student engagement is not going to go up if the district continues to disallow teachers to be who they are...teachers. Student engagement is not going to improve with a pass/fail system. There is no accountability for students and the work they do. Why are Spanish students in grades K-12 receiving the same exact assignments? Isn't there a teacher who knows their ability and levels? It seems that instruction is not being differentiated. I'm going to refer to Mr. VanStone's statement about teachers being on vacation. How can some not be on "vacation" when they aren't allowed to teach their own classes? What are the expectations for teachers? Why are they not creating their own lessons?

Lastly, I am very disappointed in the district's decision for virtual graduations. I believe that the decision is a cop out on the districts part. While WPS is a large district, there are many different options/venues that could have been considered. The entire district does not hold graduation ceremonies at the same time and place. It is important and necessary to recognize the accomplishments of successful students. I wish you would reconsider as there is still ample time to plan.

I thank WPS and the food service staff for the exemplary job they are doing providing meals.

Thank you,
Carol Meglio
203-206-6071



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

June 12, 2020

Volume 19 – Issue #26

New Title IX Regulations Require Policy Change: The U.S. Department of Education has pursued violation allegations of the 1972 law known as Title IX for decades. Up until the last few years nearly all of those alleged violations pertained to inequities between male and female athletic opportunities and facilities. In the last decade, Title IX has also been relied upon in sexual assault cases. On May 6, 2020 the U.S. Department of Education released lengthy new Title IX regulations, over 2,000 pages in length, which demand greater due process in such cases.

Unless litigation against the U.S. Department of Education is successful in stopping the regulations from going into effect, these extremely prescriptive regulations must be implemented by districts beginning August 14 of this year, in time for the new school year. Previous Title IX guidance was the basis for district policies and practices and was generally well-understood and executed. The new regulations require changes to district policies and handbooks and training for staff. The final regulations were reviewed in depth in the May 15, 2020 issue of *Policy Highlights*.

The key provisions for K-12 schools include the following:

- Sexual harassment is defined for the first time in the new regulations.
- What constitutes a “hostile environment” is newly defined and includes an enforcement standard.
- Schools are required to respond when they have “actual knowledge” of a complaint of sexual harassment, which can include a report to any employee of an elementary or secondary school. That’s compared to the previous Title IX guidance, which held schools responsible for incidents they “reasonably should” have been aware of.
- Schools must respond when harassment occurs “in the school’s education program or activity.” The new regulations expand the definition of “program or activity” to include “locations, events, or circumstances over which the school exercised substantial control over both the respondent and the context in which the sexual harassment occurs.”
- The new regulations allow parents or guardians of K-12 students to file complaints on their behalf, and requires parental notification of complaints against their children.
- Unlike colleges and universities, elementary and secondary schools are not required to hold hearings on student complaints.

- The new regulations require schools to provide “supportive measures” to students, with or without a formal complaint. That might include providing counseling or changing class schedules to avoid sharing a classroom with the accused.
- Schools are required to ignore all reports of in-school sexual harassment where the student has not yet been “effectively denied” equal access to a school program or activity.
- The final regulations permit the district to investigate Title IX incidents that occur off-campus as long as “the school exercises substantial control over both the respondent and the context in which the sexual harassment occurs.”
- Schools will be required to start an investigation with the presumption that no sexual harassment occurred.
- Districts must notify all students, parents, or legal guardians of elementary and secondary school students and employees the name and contact information of the employee or employees designated as the Title IX Coordinator.
- Districts must offer both parties the right to appeal the decision.
- Districts may not require the parties to participate in informal resolution and may not offer informal resolution unless a formal complaint is filed.

Policy Implications: The CAFE Policy Department is pleased to announce that a new policy and administrative regulation have been developed which comply with the new Title IX regulations. The policy and its accompanying administrative regulation have been dual-codified to pertain to both personnel and students.

This is an entirely new policy and administrative regulation. The regulations contain the mandated grievance/investigative process. Therefore, it is recommended that local districts adopt both the new policy and approve the accompanying administrative regulation.

Policy #4000.1/#5145.44, “Title IX” is available upon request by contacting any member of the CAFE Policy Department: Vincent Mustaro at vmustaro@cabepolicy.org, Pam Brooks at pbrooks@cabepolicy.org or Terry DeMars at tdemars@cabepolicy.org.

States Sue Secretary of Education DeVos Over New Title IX Regulations: Seventeen states, and the District of Columbia have sued U.S. Secretary of Education DeVos and the U.S. Department of Education, challenging new rules that govern how K-12 schools, colleges, and universities must respond to student complaints of sexual assault and harassment under Title IX.

The rule, “creates arbitrary and unlawful procedural requirements that will chill reporting of sexual harassment and make it harder for schools to reach fair outcomes,” says the lawsuit, which was filed in the U.S. District Court in Washington, D.C.

Adjusting procedures and training to comply with the new rule will also be very difficult for schools as they contend with a public health and economic crisis, the suit says. “Under normal circumstances, requiring schools to overhaul their policies and procedures, re-negotiate collective bargaining agreements, and implement the Rule’s hiring, training, and other requirements in less than three months would impose an extraordinarily difficult burden,” the plaintiffs say. “Given the ongoing uncertainty caused by the COVID-19 pandemic and the strain it has placed on education institutions, Defendants’ decision to require compliance with the Rule by August 14, 2020, is inexplicable.”

Plaintiffs in the suit are California, Colorado, Delaware, District of Columbia, Illinois, Massachusetts, Michigan, Minnesota, New Jersey, New Mexico, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, Washington, and Wisconsin.

The new Title IX rule says schools must respond to unwelcome treatment on the basis of sex that is “so severe, pervasive, *and* objectively offensive” that it infringes on an individual’s education. Previously, the federal agency used a broader definition of conduct that is “severe, pervasive, *or* objectively offensive.”

By narrowing the definition, and using a higher bar than is used in the enforcement of other civil rights laws, the rule “impermissibly weaken[s] the administrative enforcement scheme contemplated by Congress in enacting Title IX,” the state’s suit says.

“The Department’s definition requires students to endure repeated and escalating levels of harassment to the point of risking school avoidance; detrimental mental health effects, such as increased risk of self-harm and depression; declines in attendance; withdrawal; and even dropout before the Rule permits schools to stop the discrimination under Title IX,” the suit says.

The new standards will result in a “chilling effect” that stifles student reporting, the states argue, noting that the Education Department’s own analysis anticipates fewer investigations under the new directive.

Source: “Seventeen States, D.C. Sue DeVos Over Rule on Sexual Assault, Harassment in Schools,” by Evie Blad, *Education Week*, June 4, 2020.

Policy Implications: At the present time, school districts must plan to adopt a new policy and approve an accompanying administrative regulation, as described previously. The timing and ultimate resolution of this lawsuit are unknown at this time.

School Resource Officer Position Under Reexamination: Just eight days after a Minneapolis police officer killed George Floyd, an unarmed black man, the school board voted to cut ties with the city police department. As mass protests continued nationwide over police brutality, activists in other cities hope the demonstrations will cause school districts to review their school resource officer agreements with local law enforcement agencies, and to consider how those relationships can disproportionately affect students of color.

Young people’s very first interactions with law enforcement increasingly occur at schools. Such interactions can be positive, but they can also be a vulnerable child’s first step into the labyrinth of the criminal justice system. Federal data indicates that black students are more likely to be arrested or referred to law enforcement than their peers.

School board members and administrators in a handful districts, have urged new discussions about their agreements with local law enforcement since Minneapolis eliminated the SRO position in its schools. The decision wasn’t without some mixed emotions. Prior survey data showed that SROs were generally well-regarded among students in the district. After a year of intense debate, the Portland Oregon district discontinues the use of city officers.

From the 1999 massacre at Columbine High School onward, parents are often among those who have advocated for more police, rather than fewer, as part of an overall school safety plan. “It’s important for people to re-examine the policing role, because we have a tension here: People want police in schools for safety,” said Anthony Petrosino, the director of the justice and prevention research center at WestEd, a nonprofit education research organization. “But is it creating more harm than good? Is there a way to structure this relationship so it’s helping students and staff?”

In 2017-18, 58 percent of American schools reported having a sworn law enforcement officer on campus at least once a week, a majority of them as SROs. Most staff their schools with officers through cooperative agreements with local law enforcement agencies, and they sometimes have limited input in the officers’ selection, placement, and training.

Despite having a theoretically different role than beat cops, officers that work in schools share many features. Among schools that employ them, such police almost always carry firearms and physical restraints, according to federal data. Federal data also show that school-based officers are far more common in schools where more than half of students are nonwhite. Some research links the presence of police to higher rates of entry into the criminal justice system in what’s called the “school to prison pipeline.” Black students made up 15 percent of U.S. K-12 students, but 31 percent of those arrested or referred to law enforcement at school in 2015-16, according to the most recent federal data.

Racial justice organizations, have advocated for removing police from schools and hope to capture the broad public interest in protests over Floyd’s death, challenging demonstrators to consider law enforcement’s role in all settings, including schools.

For Petrosino, the question comes down to a clash of cultures – police typically have the authority to arrest students and may be viewed as overly punitive, and that runs up against what should be the supportive, nurturing culture in schools. Which one dominates? Can they be reconciled?

National education organizations have issued calls for schools around the country to think critically about school policing. After the Minneapolis vote, the National Association of Secondary School Principals called on school leaders “to build our own cultural competence to recognize and address the racial disparities in our discipline policies and our academic systems, and in our use of school resource officers.”

An opportunity now exists for districts to think about safety in broader terms. The coronavirus pandemic has forced districts to worry about cybersecurity, protecting students’ personal information, and guarding against unwelcome intrusions into video learning platforms, rather than metal detectors and locker searches. School budgets are also likely to be severely stressed in coming months. Short of eliminating police, schools can also take steps regarding officer selection, training and creating agreements that limit officers’ role in routine school discipline.

Source: “A Tragic Killing in Minneapolis Prompts Districts to Take a Harder Look at School Police,” by Evie Blad and Stephen Sawchuk, *Education Week*, June 10, 2020.

Policy Implications: Policy #5142.4, “School Resource Officers,” pertains to this issue. A sample “Memorandum of Understanding” is also available.

Food for Thought:

“Our actions in our schools, especially in schools without a single student of color, should be guided by our desire to allow our students to build a more racially just society. Silence robs our students of a better future. To all of my fellow educators, please read, learn, do better.”

Tracey Benson in [“What Educators Should – and Should Not Do – in Response to George Floyd’s Death”](#)
in *Education Week Teacher*, June 2, 2020