



**CONCURRENT ENROLLMENT AGREEMENT**  
 for the Alignment of Curricula between Naugatuck Valley Community  
 College and Waterbury Career Academy



**College and Career Pathways (CCP) Memorandum of Understanding  
 between Naugatuck Valley Community College (NVCC) and Waterbury Career  
 Academy (WCA)**

**Program Objectives**

- Facilitate a seamless transition from the high school to the college classroom.
- Promote collaboration between high school teachers and college faculty and foster alignment of secondary and postsecondary curriculum.
- Reduce length of time for students to achieve their academic/career goals.
- Lower college costs for students and families by promoting a head start in college education.

**Purpose**

The purpose of this agreement is to provide a procedure whereby a Waterbury Career Academy ("WCA" or the "High School") student accepted into the College Career Pathways (CCP) Program, cooperatively administrated by Naugatuck Valley Community College and the High School, may receive college credit for secondary school course work toward an Associate of Science degree or Certificate degree in a career/technical program of study.

**ARTICULATED COURSES**

*A two-course sequence is required to meet Perkins CCP guidelines.*

NVCC College Course	Description	Cred	High School Course Designation
MFG H115 – Safety in the Workplace	An introduction to safety and health issues encountered in a manufacturing environment. This course will introduce the student to the concepts of personal and workplace safety requirements of manufacturers and of governmental oversight agencies.	1	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary
MFG H120 - Metrology	An introduction to the techniques of measurement in manufacturing, with a focus on the importance of delivering measurements reliably and accurately on a daily basis under a range of different conditions.	3	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary

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MFG H153 - Manufacturing Machinery: Benchwork	A basic course in the fundamentals, principles, practices and tools used in semi-precision and precision layout and in the various methods, and procedures for common machine shop bench work. Topics include measurement systems, layout principles, hand tools, and power tools.	2	Advanced Manufacturing 1 (S) Course Code: 714N Credits: 1.0 Grade: 11 Weight: AP/Post-Secondary
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**Course requirements/stipulations for approval:**

- All teachers for this and all concurrent enrollment courses must be approved by NVCC prior to course start date.
- Approved instructors are encouraged to attend one professional development activity per semester recommended by NVCC; the HS can also suggest webinars, conferences, and speakers that may be funded through Perkins.
- The High School must maintain alignment with the curriculum of the college.
- Both parties (Naugatuck Valley Community College and the High School) agree that the outcomes met through the high school course(s) are identical to those taught in the NVCC college courses listed above.
- Only the courses that have been cooperatively developed and have been approved by the NVCC's corresponding academic departments are eligible for college credit.

**RESPONSIBILITIES**

1. Naugatuck Valley Community College agrees to
  - a. Enroll each grade 11 student who has applied to, and been accepted into, the CCP program into the following courses:
    - MFG H115 – Safety in the Workplace (1 credit).
    - MFG H120 – Metrology (3 credits).
    - MFG H153 – Manufacturing Machinery: Benchwork (2 credits).
  - b. Provide a syllabus for each course.
  - c. Designate a full-time NVCC Advanced Manufacturing Technology Center (AMTC) instructor to regularly meet with the course instructor, review course assessments, provide guidance, and ensure content aligns with AMTC Certificate curriculum.
  - d. Review samples of graded assessments to ensure academic integrity.
2. Waterbury Career Academy agrees to the following:
  - a. Provide a roster of students enrolled in the course with the required identifying information.
  - b. Provide a qualified instructor to teach Advanced Manufacturing 1 that meets the NVCC's required credentials.
  - c. The WCA instructor will meet regularly with NVCC's designated AMTC instructor. All said meetings will be during the WCA instructor's normal workday and will comply with all contractual requirements under the applicable collective bargaining agreement with the Waterbury Teacher's Association ("WTA").

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- d. Maintain college level instruction. To this end, the WCA instructor will:
  - ii. Utilize a course textbook approved by NVCC's AMTC.
  - iii. Follow the provided syllabi.
  - iv. Use projects created and/or approved by the NVCC AMTC and submit samples of graded projects for review by the designated NVCC math professor.
  - v. For clarification purposes, this has no impact whatsoever on WCA instructors'/teachers' evaluations.

**3. Mutual Responsibilities and Understandings.**

- a. The Parties agree and understand that certain portions of this Agreement may trigger an obligation to bargain with the Union under the applicable collective bargaining agreement ("CBA").
- b. All instruction is to be provided during the normal school day in the WCA manufacturing shop.
- c. Professional Development ("PD") would be recommended but not required for the WCA instructor/teacher to teach these courses effectively.
- d. All high school instructors/teachers' obligations should take place during their normal contracted workday under the CBA. Any time outside the contracted workday for PD would be compensated for and/or would be part of district PD days.

**Procedures**

1. Students shall apply for the High School Concurrent Enrollment Program by completing the NVCC CCP application online here [CCP Online Application](#) . College credit for secondary school course work as part of the program shall be granted only for the specific courses that have been aligned, and no other courses can be substituted.
2. Juniors and seniors in NVCC's service area eligible to become a NVCC CCP student and to receive NVCC CCP credits. Below are the procedures of the program:
  - a. Students must appear on a course roster for a concurrent enrollment course.
  - b. The course roster will be verified at the end of each semester.
  - c. The high school teacher for the articulated course must submit a grade for the student to the college by **June 30** of the academic year the student completes the course; HS number grades should be converted to NVCC letter grades and submitted to Tim Magee: [tmagee@nv.edu](mailto:tmagee@nv.edu)
  - d. If a student believes that there has been an error or omission in their NVCC CCP grade record, they must notify the college Registrar no later than the **September 1** after their graduation date to apply for corrections: [lcalabrese@nv.edu](mailto:lcalabrese@nv.edu)
  - e. If a student applies for corrections within this time, the college will consider changes and/or additions to the student's record.
  - f. To do so, the student must present a high school transcript documenting the student's achievement in the articulated course.
  - g. Additionally, a letter from the NVCC's CCP Coordinator or guidance counselor at the high school verifying the student's status as a NVCC CCP student is needed.



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upon submission of a completed college admissions application accompanied by official high school diploma or equivalency or college transcripts or diploma, payment of the application fee and proof of immunization. Courses are generally open to anyone with an interest in a subject area. Some programs of study have additional admissions requirements. Inquiries concerning the application of each of the aforementioned statutes and their implementing regulations to the College may be referred to the applicable College Coordinators: Leah Glende, Director of Diversity & Inclusion/Section 504/Title II/ADA/Age Act Coordinator, CSCU System Office, glendel@ct.edu; 860-723-0727; Angelo Simoni, CSCU Title IX Coordinator – CSU System Office, 860-723-0165; Sarah Gager, Dean of Student Services/Deputy Title IX Coordinator, Section 504/Title II/ADA/Age Act Coordinator (Students), Naugatuck Valley Community College, Room K509a, 750 Chase Parkway, Waterbury, CT, 203-575-8086 or to the U.S. Department of Education, Office for Civil Rights, at (617) 289-0111 or 5 Post Office Square, 8th Floor, Boston, MA 02109-3921 (Rev 9/28/20).

**Student Data Privacy & FERPA**

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

**Confidentiality/FERPA.** Recipient shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Recipient shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

Any and all materials contained in City of Waterbury student files that are entrusted to Recipient or gathered by the Recipient in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Recipient shall be used solely for the purposes of providing services under this Agreement.

Recipient acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Recipient and City shall comply with the requirements of said statute and regulations, as amended from time to time and



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Recipient agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Recipient has no authority to make disclosures of any information from education records. Recipient shall instruct its employees of their obligations to comply with FERPA.

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

The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Recipient except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Recipient. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Recipient within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Recipient 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.

The Recipient shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Recipient receives a request to review Student Data in the Recipient's possession directly from a student, parent, or guardian, the Recipient agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Recipient agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Recipient and correct any erroneous information therein.

The Recipient shall take actions designed to ensure the security and confidentiality of student data.

The Recipient will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Recipient of a breach of Student Data, the Recipient shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after



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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.

Student Data shall not be retained or available to the Recipient upon expiration of the Agreement between the Recipient and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Recipient after the expiration of such Agreement for the purpose of storing student-generated content.

The Recipient 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.

The Recipient 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.

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.

**CITY REQUIRED PROVISIONS:**

**City of Waterbury's Ethics Code Ordinance.** The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)**

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or



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regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

**Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).** The Signatories to this MOU hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

**Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / their schedule set forth in this Contract.

(Signature Page Follows)



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Naugatuck Valley Community College and Waterbury Career Academy hereby express agreement to all the above.

City of Waterbury		Naugatuck Valley Community College	
By:		By:	
Print Name:	Neil M. O'Leary	Print Name:	Lisa Dresdner, PhD
Title:	Mayor, City of Waterbury	Title:	CEO, NVCC
Date:	3/9/23	Date:	11/29/2022
Waterbury Public Schools			
By:		By:	
Print Name:	Verna Ruffin	Print Name:	Tim Magee
Title:	Superintendent	Title:	Interim Associate Dean of Academic Affairs
Date:	2-10-2023	Date:	11/29/2022