

CONCURRENT ENROLLMENT AGREEMENT
between
Connecticut State Community College Naugatuck Valley
And
City of Waterbury
for
Student Participation
in Perkins V College Careers Pathways (CCP) Program

SECTION I. – PURPOSE AND SCOPE

The purpose of the Agreement is to formalize a partnership between the Connecticut State Community College Naugatuck Valley (the “State” or “CT State Naugatuck Valley”) campus on behalf of Connecticut State Community College and City of Waterbury on behalf of Waterbury Career Academy (“City” or “WCA”) in order for CT State Naugatuck Valley to offer a Perkins V College Career Pathways (CCP) program at Waterbury Career Academy in Waterbury, CT. Students choosing to participate in this CCP pathway are required to complete college-level course work over their junior (grade 11) and senior (grade 12) years. Students successfully completing and passing the required course work and any relevant certification exams may earn up to *three college credits* to apply towards an associate degree or certificate in *Technology Studies: Advanced Manufacturing Machine Technology* programs (*Option 1 or Option 2*) offered at select Connecticut State Community College campuses.

SECTION 2. - PROGRAM OBJECTIVES

The CCP program in Connecticut gives high school students the opportunity to experience college-credit bearing courses taught by college-approved high school teachers, in order to:

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

SECTION 3. – TERM

This Agreement shall commence upon execution of the Mayor and shall expire on June 30, 2030.

3.1 Option Periods. The Parties shall have the option, upon mutual written agreement, to extend this Agreement for two (2) additional one (1) year terms:

3.1.1 Option Period 1, Contract Year Six (6): Terminating on June 30, 2031; and

3.1.2 Option Period 2, Contract Year Seven (7); Terminating on June 30, 2032.

SECTION 4. - COST

There is no cost associated with this Agreement. WCA assumes the cost of all supplemental supplies and course materials (including textbooks and software) required for the coursework.

SECTION 5. – COURSE SEQUENCE AND ARTICULATION OF EARNED CREDITS

5.1 A course sequence, articulated between CT State Naugatuck Valley and WCA, is required to meet Perkins V CCP guidelines. Articulated courses are provided in Table 1.

5.2 High school students must earn a final letter grade of C or better in each college-level CCP course for credits to transfer to CT State Community College.

5.3 Students may transfer earned credits from the sequence of courses offered by CT State Community College.

5.4 Credits may be applied toward a degree and/or certificate in the CTE program areas or may be applied as “free elective” credits in select degree plans.

Table 1: ARTICULATED COURSES

College Course	Description	High School Course Designation
<p>MFG 1415 – Safety in the Workplace CT State Community College <i>Credits: 1.0</i></p>	<p>This course introduces the safety and health issues encountered in a manufacturing environment. This course introduces students to the concepts of personal and work environment safety requirements of manufacturers as well as governmental oversight agencies such as OSHA.</p>	<p>Course Title: Advanced Manufacturing 1 Course Code:714N Credits:1.0 Grade: 11 Weight: AP/Post-Secondary</p>
<p>MFG 1453 – Benchwork CT State Community College <i>Credits: 2.0</i></p>	<p>This course covers the fundamental principles used in semi-precision and precision layout. Students will be instructed on proper technique using hand tools, bandsaws, hole making tools, work holding devices, and deburring tools in order to fabricate workpieces from blueprints. Half of the course will be spent in lecture and half will be spent in lab completing hands-on projects.</p>	<p>Course Title: Advanced Manufacturing 2 Course Code:733N Credits:1.0 Grade: 12 Weight: AP/Post-Secondary</p>

SECTION 6. - COURSE REQUIREMENTS / STIPULATIONS

- 6.1 All high school teachers assigned to teach courses covered by this Agreement must be approved by CT State prior to course start date.
- 6.2 Approved instructors are required to attend one professional development activity per semester recommended by CT State; the district can also suggest webinars, conferences, and speakers that may be funded through Perkins V.
- 6.3 The district must maintain alignment with the approved curriculum of the college.
- 6.4 Both parties - CT State Naugatuck Valley and WCA - agree that the stated student learning outcomes for each course offered are identical to those listed in the course syllabi provided by CT State Naugatuck Valley faculty or other identified designee.
- 6.5 Changes to the curriculum must be reviewed and approved by CT State Naugatuck Valley faculty or other identified designee before changes may be implemented.
- 6.6 Only courses developed and approved by the pertinent CT State Community College academic department(s) are eligible for college credit.
- 6.7 College credit for secondary school course work as part of the program shall be granted only for the courses specified in this Agreement, which have been aligned. Course substitution is not allowed.
- 6.8 Dual enrolled students (including concurrent enrolled students) are CT State students as they are enrolled in our courses and are therefore eligible to access and receive all resources and services provided by the college to our other students. This includes but is not limited to access to the College Library, advising, accessibility and disability services, tutoring, financial aid offices, career services and mental health and wellness counseling.

SECTION 7. – RESPONSIBILITIES

7.1 CT State Naugatuck Valley agrees to:

- 7.1.1 Enroll each Waterbury Career Academy student participant into:
 - a. **MFG 1415 – Safety in the Workplace** (1 credit).
 - b. **MFG 1453 – Benchwork** (2 credits).
- 7.1.2 Provide a syllabus for each course.
- 7.1.3 Provide assessment materials to ensure college standards are enforced.
- 7.1.4 Review samples of graded assessments to ensure academic integrity and appropriate college rigor.

7.2 WCA agrees to:

- 7.2.1 Provide a roster of students enrolled in the course with the required identifying information (***Students should apply to CT State Community College using the provided link on the next page.***)
- 7.2.2 Provide a qualified CTE instructor to teach courses that meet the credentials required by CT State.

7.2.3 The district instructor will meet regularly with CT State's designated instructor.

7.2.4 Maintain college level instruction. To this end, the district instructor will:

- a. Use a course textbook approved by CT State.
- b. Follow the provided syllabi.
- c. Use assignment /projects created and/or approved by the CT State and submit samples of graded projects for review by the designated CT State instructor(s).
- d. Ensure the high school teacher(s) implementing the articulated course uses the college course's mid-term and final exams and other assessment methods or comparable instruments and methods approved by the college faculty member(s) to assess students' learning in order to document that the high school students are held to the same standards of achievement as students on the college's campus; and
- e. Ensure the high school teacher(s) implementing the articulated course employ grading standards comparable to those utilized by the sponsoring college.

SECTION 8. - PROCEDURES

8.1 Students shall apply for the Concurrent Enrollment Program by completing the online CT State Naugatuck Valley [CCP Online Application](#). (WCA may need to adjust web security to allow students to apply through school issued equipment.)

8.2 WCA Students in grades 11 and 12 in CT State Naugatuck Valley Campus's service area are eligible to become a CT State student and to receive CT State CCP credits. Below are the procedures of the program:

8.2.1 Students must appear on a course roster for a concurrent enrollment course.

8.2.2 The course roster will be verified at the end of each semester.

8.2.3 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 CT State letter grades and submitted to the Campus Director of College Access and Outreach (Blayre Millo, blayre.millo@ctstate.edu).

8.2.4 If a student believes that there has been an error or omission in their CT State CCP grade record, they must notify the college Campus Enrollment Supervisor no later than **September 1** after their graduation date to apply for corrections: If a student applies for corrections within this time, the college will consider changes and/or additions to the student's record.

8.2.5 To apply for corrections, the student must present a high school transcript documenting the student's achievement in the articulated course within the time limit noted above.

8.2.6 Additionally, a letter from the CT State Academic Affairs Office or a guidance counselor at the high school verifying the student's status as a CT State CCP student is needed.

8.2.7 The grade will be immediately corrected if, upon verifying the requested documentation, the Campus Enrollment Supervisor decides the grade was not correctly recorded.

8.2.8 The designated representatives of CT State Naugatuck Valley and WCA shall meet at least once a semester, and as needed, to review program progress, mutual concerns, the continuing application of the Agreement, and to revise recommendations for strengthening this Agreement and other areas of cooperation. CT State Naugatuck Valley and WCA, per this Agreement, shall share jointly the responsibility for coordinating the guidance personnel, including the development and revision of course curricula and in-service activities. The district team will collaborate with the CT State Naugatuck Valley Academic Affairs Office (CT State Naugatuck Valley Campus Dean of Faculty – Dr. Justin Moore. hjustin.moore@ctstate.edu) to ensure students are aware of available academic resources offered through CT State or Waterbury Career Academy.

8.3 Termination. Either party may terminate this agreement with written notification prior to July 1, each year, of the upcoming academic year.

SECTION 9. - GENERAL STATE CONTRACT PROVISIONS:

9.1 Statutory Authority. Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.

9.2 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding

9.3 Each party shall be responsible for its own acts or omissions for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by the party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

9.4 Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

9.5 Claims Against the State. CT State Naugatuck Valley agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and CT State Naugatuck Valley further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

9.6 Nondiscrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

9.7 Executive Orders and Other Enactments.

9.7.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At CT State Naugatuck Valley's request, the City shall provide a copy of these Enactments to CT State Naugatuck Valley. Unless otherwise provided by Enactments, the Parties are not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the City's authority to require compliance with the Enactments.

9.7.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

9.7.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning

products and services; and (2) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9.8 Force Majeure. If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

9.9 Entire Agreement and Amendment. This Contract is the entire agreement between CT State Naugatuck Valley and the City and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both CT State Naugatuck Valley and the City. The Parties indicate they have read and freely signed this Contract, which shall take effect as a sealed instrument. The Parties further certify that the terms of this Contract are legally binding and their duly authorized representatives have signed this agreement after having carefully read and understood the same.

SECTION 10. – GENERAL CONTRACT PROVISIONS CONCERNING STUDENTS

10.1 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, CT State Naugatuck Valley.

10.1.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of CT State Naugatuck Valley 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 CT State Naugatuck Valley. 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 CT State Naugatuck Valley 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 CT State Naugatuck Valley 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.

10.1.2 CT State Naugatuck Valley shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

10.1.3 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 CT State Naugatuck Valley receives a request to review Student Data in CT State Naugatuck Valley's possession directly from a student, parent, or guardian, CT State Naugatuck Valley agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. CT State Naugatuck Valley 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 CT State Naugatuck Valley, and correct any erroneous information therein.

10.1.4 CT State Naugatuck Valley shall take actions designed to ensure the security and confidentiality of student data.

10.1.5 CT State Naugatuck Valley 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 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 data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such breach does not occur in the future.

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

10.1.7 CT State Naugatuck Valley and the Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

10.1.8 CT State Naugatuck Valley 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.

10.2 Confidentiality/FERPA. CT State Naugatuck Valley shall insure that it and its employees 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. Consultant 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.

10.2.1 Any and all materials contained in City of Waterbury student files that are entrusted to CT State Naugatuck Valley and its employee or gathered by CT State Naugatuck Valley or its employee 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 CT State Naugatuck Valley shall be used solely for the purposes of providing services under this Agreement.

10.2.2 CT State Naugatuck Valley 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) CT State Naugatuck Valley and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant 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, CT State Naugatuck Valley has no authority to make disclosures of any information from education records. CT State Naugatuck Valley shall instruct its employees of their obligations to comply with FERPA.

Section 11. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

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

11.2 CT State Naugatuck Valley hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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


11.4 PROHIBITION AGAINST CONTINGENCY FEES. CT State Naugatuck Valley 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.

11.5. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to CT State Naugatuck Valley is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

CT State Naugatuck Valley and the City of behalf of WCA hereby express agreement to all the above.

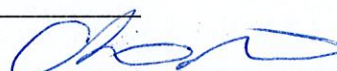
City of Waterbury

Name: Paul K. Pernerewski, Jr.

Signature: 

Title: Mayor


Date: 6/4/2025


APPROVED AS TO FORM

CT State Naugatuck Valley

Attorney, Corporation Counsel's Office

Name: Lisa Dresdner, Ph.D.

Signature: 

Title: Chief Executive Officer

Date: May 1, 2025