

RESEARCH STUDY AND DATA PROTECTION AGREEMENT

This Research Study and Data Protection Agreement (the "Agreement"), effective on the date of Mayoral execution (the "Effective Date"), by and between Benchmark Education Company LLC ("Benchmark Education"), a duly registered foreign limited liability company with its principal place of business located at 145 Huguenot Street, New Rochelle, NY 10801 and City of Waterbury (the "City"), which is located at 235 Grand Street Waterbury, CT 06702. Benchmark Education and the City may individually be referred to as a "Party" or collectively as "Parties."

WHEREAS Benchmark Education is an education company that develops and sells educational products and programs to the City;

WHEREAS Benchmark Education is conducting a study (the "Study") for or on behalf of the City to determine the efficacy of its summer literacy program, "Rising Readers Club";

WHEREAS the City wishes to implement the program during its Extended School Year and to ascertain its impact on student participants' reading comprehension skills;

WHEREAS the Study may require Benchmark Education to process personally identifiable information of City students who participate in the "Rising Readers Club" (the "Study Student Data"); and

WHEREAS the City and Benchmark Education desire to enter into this Agreement to provide details of the Study, set forth mutual obligations, and enter into a data sharing agreement about the Study Student Data;

NOW THEREFORE the parties agree as follows:

1. **The Study.** Benchmark Education will conduct a Study, the details of which are provided in Exhibit A to this Agreement. The Study Student Data is identified in Exhibit A.
2. **Student Data.** The Study will require the City to provide Benchmark Education with student-level data. If the City provides student data to Benchmark Education, the City and Benchmark Education will abide by all applicable privacy laws, including but not limited to the Family Education Rights and Privacy Act, 20 U.S.C. § 1232(g); 34 C.F.R. Part 99 ("FERPA"); Conn. Gen. Stat. § 10-234aa et seq., and any other applicable federal, state, or local laws (collectively "Student Privacy Laws").
3. **Provision of Student Data to Benchmark Education.** City will share Study Student Data with Benchmark Education in a format reasonably acceptable to Benchmark Education. City will transmit the Study Student Data to Benchmark Education using a mutually agreeable secure method (such as secure file transfer protocol or SFTP) with appropriate security measures, including, if appropriate, single sign-on (SSO) encryption. If the Study Student Data submitted is incomplete or unacceptable to Benchmark Education for whatever reason, Benchmark Education may, in its sole discretion, request City to resubmit all or any portion of the Study Student Data. If required by Student Privacy Laws, City will obtain all necessary consents and permissions for City's participation in the Study. All information provided by the City to Benchmark will be de-identified by Benchmark Education.
4. **Use of Data.** During the Study and thereafter, Benchmark Education will not allow anyone other than representatives of the Parties access to Study Student Data. Benchmark Education will not use the Study Student Data for any purpose other than for the Study outlined in Exhibit A, as stated in this Agreement, or as otherwise permitted under applicable law.

5. **Security.** The Parties agree to keep the Study Student Data confidential and secure at all times, both when in transit and at rest, via appropriate administrative, technical, and physical security measures. Study Student Data may only be used for the Study or purposes authorized pursuant to this Agreement. All Study Student Data shall be protected from unauthorized use and/or disclosure under this Agreement. Dissemination or use of Study Student Data without being de-identified first is prohibited.
6. **Data Ownership.** All student-generated content, as defined by Conn. Gen. Stat. §10-234aa (6), shall be the property of the student or parent or legal guardian of the student. All other Study Student Data is and shall remain property of the City. Benchmark Education may de-identify the Study Student Data and may use and retain such de-identified data for product improvement, marketing, education, and all other lawful purposes. Benchmark Education will not attempt to re-identify de-identified data.
7. **Returning or Destroying Data.** Following Benchmark Education's completion of the Study Benchmark Education will retain the Study Student Data for a period of one year to address any follow-up analyses requested by the City. The Study Student Data will be destroyed after the one-year period, or within 30 days of receipt of a written request from the City.
8. **Confidentiality.** Benchmark Education will limit access to the Study Student Data to those employees, agents, consultants, or contractors who reasonably need access to the Study Student Data in order to perform their responsibilities under this Agreement. However, in the event that Benchmark Education receives a valid order from a government agency or court, Benchmark Education will: (a) notify the City of the order and provide the City with a copy of the order; and (b) provide the City with a reasonable opportunity to seek an injunction or protective order.
9. The City may request that Benchmark Education delete Study Student Data. Within thirty (30) days of receiving such a request, Benchmark Education shall provide to the City confirmation via electronic mail that the Study 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 Contractor 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 standard/practices/protocols.
10. **Parent/Guardian Requests.** If the City makes or relays a request from a student's parent(s) or guardian(s) regarding viewing or correcting Study Student Data held by Benchmark Education, Benchmark Education will respond no later than thirty (30) days from the date of receipt of the City's request, or pursuant to the time frame required under state law. In the event that a parent or guardian of a student or other individual contacts Benchmark Education to review any of the Study Student Data, Benchmark Education will refer the parent or individual to the City.
11. **Report.** Benchmark Education will analyze the Study Student Data and the results of the Study, and may, in its sole discretion, produce a report examining the efficacy of the Benchmark Education products (the "Report"). City acknowledges that the Report is the work product of Benchmark Education and that Benchmark Education is the sole owner of all rights, title and interest in and to the Report. The Report will contain de-identified data but not Student Study Data. If Benchmark Education provides a copy of the Report to City, Benchmark Education grants the City a limited, non-exclusive, worldwide, royalty-free and fully-paid license to use such Report for its own internal purposes. Benchmark Education may, in its discretion, publish the Report on its website upon the City's approval of publication. In the event that Benchmark Education publishes any findings concerning the Study, Benchmark Education will request permission from the City to include the City's name in the publication.

- 12. Unauthorized Release of Study Student Data.** Benchmark Education will notify the City, 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 Benchmark Education of a breach of student data, Benchmark Education 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 City 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.

- 13. Term and Termination.** This Agreement will remain in effect for one year following the Effective Date. Either party may terminate this Agreement: (a) for convenience on thirty (30) days prior written notice; (b) after sending the other party written notice of termination due to any material breach of this Agreement, provided that the breaching party has not cured the breach within five (5) days of written notice of the breach; or (c) immediately in the event that there is a violation of any Student Privacy Laws. All terms, responsibilities, and obligations that, by their terms, are reasonably construed a surviving termination, shall survive termination of this Agreement.

14. Miscellaneous

- a. No Warranty. Benchmark Education makes no warranty and expressly disclaims all express or implied warranties, including without limitation any warranty of merchantability or fitness for a particular purpose, with respect to the Study, the Report, or any data or analysis associated with the Study or Report.
- b. Amendment. This Agreement may be amended only by a writing signed by both Parties.
- c. Notices. All notices or other correspondence required to be given pursuant to this Agreement must be sent by U.S. mail or otherwise delivered to the non-notifying Party's authorized representatives at the following addresses:

For Benchmark Education: Head of Legal; 145 Huguenot St., 8th Floor, New Rochelle, NY 10801

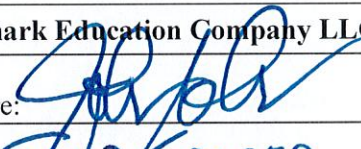
For City: Melissa Calabrese, K-5 Reading & Language Arts Supervisor, 236 Grand Street Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 06702

- d. Entirety. This Agreement, together with any Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any other negotiations, agreements, or communications, whether written or oral, made by any Party.

- e. Severability. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected.
- f. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, or (ii) are caused in whole or in part by any willful or negligent act or omission of the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- g. Assignment. Neither Party may assign its duties nor rights under this Agreement without the other Party's prior written consent.
- h. Authority. Each Party represents and warrants to the other Party that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.
- i. Governing Law. This Agreement will be governed by the laws of the State of Connecticut in which the City is located, without regard to such state's conflicts of law rules.

AGREED AND ACCEPTED:

City of Waterbury	Benchmark Education Company LLC
Signature: 	Signature: 
Name: Paul K. Pernerevski, Jr.	Name: JOHN GRUBER
Title: Mayor	Title: EUP & CFO
Date: 6/26/2026	Date: 5/20/26

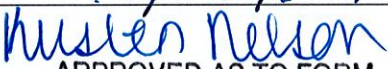

 APPROVED AS TO FORM
 Attorney, Office of the Corporation Counsel

EXHIBIT A

Study Description and Study Student Data Required

Rising Readers

Rising Readers Club is a five-week summer literacy program for students entering Grades 1–5. The program combines digital and print instruction to support reading development during the summer months. Aligned with the Science of Reading, Rising Readers systematically develops foundational skills across the five pillars of literacy while strengthening language comprehension. The program is designed to help students enter the next school year with stronger fluency, comprehension, and confidence. Instruction emphasizes student engagement through decodable Reader's Theater scripts, hands-on literacy activities, and goal-setting badges. Each grade level includes up to 25 days of ready-to-teach 90-minute lessons organized by week to minimize teacher preparation time. Benchmark Education Company (BEC) proposes partnering with Waterbury Public Schools (WPS) to examine the program's impact on student reading outcomes.

Goal

During Summer 2026, Waterbury Public Schools will use Rising Readers in their summer school program. This study will evaluate Grade 1-5 students' changes in reading achievement and attitudes toward reading from Spring 2026 to Fall 2026 among students who participate in Rising Readers. Student outcomes will be analyzed using descriptive statistics and analyses of change in reading performance from Spring to Fall 2026, including subgroup analyses based on student demographic characteristics.

Research Questions

- ✓ How does student reading performance change from Spring 2026 to Fall 2026 among Rising Readers participants?
- ✓ Does the program impact student outcomes differently across student subgroups?
- ✓ Do participating students demonstrate improvements in reading behaviors and attitudes toward reading?
- ✓ How do teachers perceive the usability and effectiveness of the program?

WPS Participation Requirements

To participate in the study, WHPS agrees to:

- ✓ Provide BEC with de-identified individual student demographic data and reading test scores;
- ✓ Identify which students participated in Rising Readers or the comparison instruction.
- ✓ Maintain a unique City-issued student identifier linking datasets;
- ✓ Select staff for a brief interview to inform a research report.

Data Sources

Data will include the following:

- ✓ *Teacher Interview*: BEC will interview City or school leaders for insights on implementation.
- ✓ *Teacher Survey*: A brief survey will collect data on program implementation and teacher perceptions.
- ✓ *DIBELS Data*: BEC will analyze Spring and Fall 2026 scores, including composites and performance levels.
- ✓ *Student Demographic Data*: Demographic variables like English language status, special education classification, ethnicity, age, gender, and lunch status will be analyzed for subgroup analyses.

Confidentiality.

All data collected for the study will remain confidential and secure, identified only by a unique number. Researchers will aggregate data for the final report, excluding names or personally identifiable information. Groups with fewer than ten students will not be included to maintain confidentiality. The City may also choose to anonymize its name in the final report