



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Curriculum Associates, LLC

Doing Business As, if applicable:

Business Address: 153 Rangeway Road, North Billerica, MA 01862

Business Phone: 904-515-8344

Business email: Jeff Ohmer, johmer@cainc.com

Funding Source & Acct # including location code: ARP ESSER III
Carryover Program acct #2553-6399-56694-0411

Principal or Supervisor: Monica Joyner

Agreement Effective Dates: From 7/1/23. To 06/30/24

Hourly rate or per session rate or per day rate. \$2,000 per session at 40 sessions of tailored support for \$80,000 and an on-site full time *i-Ready*® consultant for \$175,000.

Total amount: \$255,000.00

0. Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."* Curriculum Associates, LLC will provide Professional Development *i-Ready*® Classroom and *i-Ready* Mathematics Core Tailored Support Sessions to teachers and staff. Curriculum Associates will provide an embedded specialist for NHPS to provide PD for 34 weeks, 4 full days per week.

Submitted by: Keisha Reidd-Hannans Phone: (203)-464-7257



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: New Haven City School District
Date: May 10, 2023
Re: Curriculum Associates, LLC

Please **answer all questions and attach any required documentation as indicated below.**

Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Curriculum Associates, LLC
2. **Description of Service:** Curriculum Associates, LLC will provide Professional Development *i-Ready*® Classroom and *i-Ready* Mathematics Core Tailored Support Session to teachers and staff. Curriculum Associates will provide an embedded specialist for NHPS to provide PD for 34 weeks, 4 full days per week.
3. **Amount** of Agreement and hourly or session cost: \$2,000 per session for 40 tailored support sessions and \$175,000 for an on-site, full time *i-Ready* Consultant for a total of \$255,000
4. **Funding Source** and account number: ARP ESSER III Carryover 2553-6399-56694-0411 Approximate number of staff served through this program or service: 150
5. Approximate number of students served through this program or service: 10,000
6. **Continuation/renewal or new Agreement? Renewal**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No cost increase
 - b. What would an alternative contractor cost: NA. Sole Source attached
 - c. If this is a continuation, when was the last time alternative quotes were requested? Never because it is a sole source
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?

No. Because there is proprietary content and current staff do not have the knowledge or longevity of experience necessary to deliver it. The plan is to build that internal

competency and knowledge so our coaches and staff will be able to deliver this core instruction in the future. Our staff hasn't been using the content long enough in order to have the institutional knowledge to deliver this professional development.

8. Type of Service:

Answer all questions:

a. Professional Development?

- i. If this is a professional development program, can the service be provided by existing staff? If no, why not?

No. Because there is proprietary content and current staff do not have the knowledge or longevity of experience necessary to deliver it. The plan is to build that internal competency and knowledge so our coaches and staff will be able to deliver this core instruction in the future. Our staff hasn't been using the content long enough in order to have the institutional knowledge to deliver this professional development.

- b. After School or Extended Hours Program? No
c. School Readiness or Head Start Programs? No
d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
b. Is the Contractor Local? No
c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
No
d. Is the Contractor a public corporation? No
e. Is this a renewal/continuation Agreement or a new service?
renewal/continuation
f. If it is a renewal/continuation has cost increased? If yes, by how much? No
g. Will the output of this Agreement contribute to building internal capabilities?
If yes, please explain:

Yes. Because this is proprietary content and the resource is in it's 3rd year of implementation for grades K-5, and the 1st year in grades 6-8, our current staff currently do not have the knowledge or longevity of experience necessary to deliver the PD internally. The plan is to build that internal competency and knowledge so our coaches and staff will be able to deliver this core instruction in the future.

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: <https://www.curriculumassociates.com/professional-development/courses>
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? As the curriculum resource company, they are the sole source of the professional development
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
This contractor was selected because the company was selected as the provider of our curriculum resources.

11.

- a. Who were the members of the selection committee that scored bid applications? NA
- b. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

12. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met?

The specific need this contractor will address is developing and increasing teacher and coach knowledge of all the curriculum resources and their ability to effectively use all of those resources. This specialist will work with teachers and schools individually to provide on-site coaching, modeling and professional development. Performance will be measured by participant surveys, observation of the PD, and observation of teachers use of the resources through classroom walkthroughs.

Performance will be monitored by the curriculum supervisor and district coaches.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.

This service was originally solicited by the previous supervisor. As the new supervisor, I have no copy of an evaluation or archival data.

- c. How is this service aligned to the District Continuous Improvement Plan?

Part of the DCIP is academic learning and Talented Educators. This service will enable our educators to become more adept at delivering instruction using this program, thereby creating more talented educators and improving the academic learning of our students.

13. Why do you believe this Agreement is fiscally sound?

The curriculum resource has been purchased for the district and this professional development ensures the program is run with fidelity after teachers are well trained.

14. What are the implications of not approving this Agreement?

Teachers will continue to struggle while attempting to learn how to use the resources on their own and will likely miss built-in opportunities for students to learn and grow due to lack of knowledge of what is available.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Curriculum Associates, LLC

FOR DEPARTMENT/PROGRAM:

New Haven Public Schools Department of Mathematics

This Agreement (“Agreement”) entered into on the 9th day of May 2023, effective (*no sooner than the day after Board of Education Approval*), the 12th day of June, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Curriculum Associates, LLC located at, 153 Rangeway Road, North Billerica, MA 01862 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$2,000 per session, for a total of \$80,000 for 40 tailored support sessions and \$175,000 for an on-site, full time *i-Ready* Consultant for a total amount due of Two Hundred Fifty Five Thousand Dollars (\$255,000)

The maximum amount the contractor shall be paid under this Agreement: Two Hundred Fifty Five Thousand Dollars and no/100 (\$255,000). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by ARP ESSER III C/O **Program** of the New Haven Board of Education, **Account Number:** 2553 -6399-56694 **Location Code:** 0411

This agreement shall remain in effect from July 1, 2023 to June 30, 2024.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

Exhibit A: Scope of Service: *Quote 289823.8*

Exhibit B: *Student Data Privacy - attached*

Exhibit C: *Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location. NA*

APPROVAL: This Agreement must be approved by the New Haven Board of Education ***prior to service start date***. Contractors **may begin service no sooner than the day after Board of Education approval.**

HOLD HARMLESS: The Contractor shall insure, defend and/or indemnify the Board and its members, employees and agents against all third-party claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all third-party claims, suits and judgments of any description whatsoever caused by the Contractor's breach of this Agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this Agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

President
New Haven Board of Education

May 15, 2023
Date

Date

Robert Waldron, CEO of Curriculum Associates, LLC
Contractor Printed Name & Title

Revised: 9-27-21

2023 / 2024

Curriculum Associates®, LLC is pleased to confirm that we are the sole publisher and vendor of materials as shown in our current catalog and website www.curriculumassociates.com with the following exception:

- Curriculum Associates®, LLC is the exclusive distributor of the configuration shown for the Ready Common Core grades K & 1 Reading Teacher Support Package.
- i-Ready® Classroom may include manipulatives for which Curriculum Associates' supplier, hand2mind, Inc. ("H2M"), is not the sole purveyor. However, H2M is the exclusive distributor of the i-Ready® Classroom manipulative kits package configuration, which was designed and created as a result of a joint collaboration between Curriculum Associates and H2M.

Our materials are not sold to resellers in the United States and are available for purchase only through Curriculum Associates, LLC. If you need additional information, please contact our Customer Service Department at 1-800-225-0248.

Thank you for your interest and support of our materials.

Sincerely,



Woody Paik

Executive Vice President, Sales



Exhibit A

Curriculum Associates®

Prepared For:

Monica Joyner
New Haven City SD
54 Meadow St,
New Haven, CT 06519

Option 1: Consultant + Tailored Support PD

4/26/2023

Dear Monica Joyner,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2023-2024 Quote ID: 289823.8 Valid through: 12/31/2023

Product	Net Price
Professional Development	\$255,000.00
Shipping/Tax/Other:	\$0.00
Total:	\$255,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 289823.8

Date: 4/26/2023

Valid through: 12/31/2023

Prepared For:

Monica Joyner
New Haven City SD
54 Meadow St,
New Haven, CT 06519
monica.joyner@new-haven.k12.ct.us

Your Representative:

Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

Option 1: Consultant + Tailored Support PD

Professional Development

Product Name	Item #	Qty	Net Price	Total
Professional Development Core Math and i-Ready Onsite Full Time Consultant (1 Year)	28025.0	1	\$175,000.00	\$175,000.00
Professional Development i-Ready Classroom and i-Ready Mathematics Core Tailored Support Session	24416.0	40	\$2,000.00	\$80,000.00
Professional Development Subtotal:			\$255,000.00	
Total				
List Total:			\$255,000.00	
Savings:			\$0.00	
Merchandise Total:			\$255,000.00	
Voucher/Credit:			\$0.00	
Estimated Tax:			\$0.00	
Estimated Shipping:			\$0.00	
Total:			\$255,000.00	

Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.



Dedicated Professional Development Terms of Service

Last Updated March 15, 2022

The following Professional Development Terms of Service ("TOS") apply to Curriculum Associates' provision of Dedicated Professional Development Services (or "Dedicated PD Services") to you, if you have purchased those services pursuant to one or more price quotes and/or an agreement, as applicable (collectively, the "Agreement"). Except as expressly stated in these TOS, the Agreement shall govern Curriculum Associates' provision of Dedicated PD Services. Except as otherwise provided herein, in the event of any conflict between these TOS and the Agreement, the terms of the Agreement shall prevail.

By scheduling and receiving Dedicated PD Services, you agree, on behalf of your organization, to abide by these TOS. All references to "You" or "you" in these TOS refer to your organization, which has elected to procure Dedicated PD Services from CA. All authorized users within your organization are expected to comply with these TOS.

If you license i-Ready® and/or Teacher Toolbox, the *i-Ready Terms of Use*, available at <http://www.i-ready.com/support>, apply to your access to and use of those digital products and services.

Scope of Services.

Upon receipt of a purchase order or an official Letter of Intent to pay, Curriculum Associates will provide its Dedicated PD Services to you for up to four (4) days a week, for up to thirty-four (34) school weeks (*i.e.*, weeks in which your school is in session), at times mutually agreed upon by you and Curriculum Associates. This service can be provided at the school or district level and is coordinated via ongoing conversations with district decision makers.

You acknowledge that the fees for the Dedicated PD Services are paid by you to secure the availability of the Curriculum Associates personnel as well as the time and effort spent by Curriculum Associates on the Dedicated PD Services. Days not utilized for a given day or week cannot be banked, accumulated, or saved for subsequent weeks.

Service Period; Onboarding Meeting.

Prior to the academic year, personnel from you and Curriculum Associates will meet initially (the "Onboarding Meeting") to determine which thirty-four (34) week period of school weeks will be the 34-week period in which you will receive the Dedicated PD Services (and such period of time is, the "Service Period"). In order to accommodate Curriculum Associates' staff planning, the Service Period is fixed and not adjustable after the Onboarding Meeting, unless otherwise agreed upon by Curriculum Associates at its discretion. For staff-planning purposes, this Onboarding Meeting will occur at least eight (8) weeks prior to the start of the academic year in order to provide Dedicated PD Services for the start of the academic year.

Likewise, in order to properly staff for your Dedicated PD Services, if you do not complete your purchase of the Dedicated PD Services before April 1st, Curriculum Associates may not be able to offer the Dedicated PD Services to you, and Curriculum Associates cannot guarantee that it will be able to offer Dedicated PD Services in time for the start of your upcoming academic year.

Service Days.

As mentioned above in the “Scope of Services” section, each week during the Service Period will include up to four (4) days of Dedicated PD Services. A “day” refers to one or more sessions with educators, up to six (6) hours. Each day is supplemented by back-office work by CA’s professional-development personnel.

You agree to coordinate with Curriculum Associates to confirm all sessions at least two (2) weeks in advance. Sessions cancelled within two (2) weeks of the scheduled date for such services may not be rescheduled, except in cases of inclement weather or other circumstances beyond your control. Likewise, un-scheduled or un-attended sessions during the Service Period may not be rescheduled or reimbursed. The Dedicated PD Services are provided at your request, and you are responsible for ensuring that the Dedicated PD Services are suitable to your own needs.

If a special, additional project is required in a given week, you may purchase an individual professional-development session, or an additional day of your weekly allotment of Dedicated PD Services may be deemed expended for the special project, as mutually agreed upon.

Personnel.

Curriculum Associates will provide to you appropriately qualified person(s) who will provide services in a professional manner. Curriculum Associates will undertake commercially reasonable efforts to maintain the continuity of the person(s) assigned to your account for the delivery of Dedicated Professional Development Services. A substitution of personnel might be occasionally made when vacations and/or internal professional development trainings are scheduled, or if personnel are unavailable for other reasons. In addition, a different person might be chosen based the expertise needed to provide you with requested services. Unless otherwise agreed or specified in the applicable description, all services are performed virtually. Curriculum Associates will control the method and manner of performing the Dedicated PD Services. You are responsible for ensuring that you provide Curriculum Associates’ professional-development personnel with any necessary physical and systems access, or any other assistance as reasonably required, and you are obligated to make your staff available to receive the Dedicated PD Services each week during the Service Period (as defined below).

Payments.

Payment terms for the Dedicated PD Services are as set forth in the Agreement. Unless otherwise expressly stated in the Agreement, all fees for Dedicated PD Services are due and payable in advance. Such fees are non-cancellable and non-refundable unless otherwise agreed upon by the parties. In the event that the Agreement is terminated prior to the expiration of the term, Curriculum Associates may, if mutually agreed upon by the parties, provide a pro-rata refund for any full weeks of the agreed-upon service term remaining after termination, calculated on a week-by-week basis.

Confidentiality.

To provide services that meet your specific needs, Curriculum Associates may demonstrate use of our products and services with your specific implementation of our product offerings, such as i-Ready. The Dedicated PD Services are intended for your internal use only, and you agree that those sessions will be attended by your employees only and not by anyone else. For the avoidance of doubt, third party consultants and advisors, and competitors of CA may not attend any sessions provided as part of the Dedicated PD Services.

Intellectual Property.

Notwithstanding anything to the contrary in the Agreement, all right, title and interest in any and all materials provided under the Agreement, including, without limitation, any print materials, digital materials or online offerings, and all intellectual property rights therein, are and will remain with Curriculum Associates, and you have

no right, license, or authorization except for the limited license right to use such materials in accordance with the usage terms for Curriculum Associates software and services, as further set forth in the Agreement.

Liability.

ALL DEDICATED PD SERVICES ARE PROVIDED “AS IS” AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CURRICULUM ASSOCIATES HEREBY DISCLAIMS ALL WARRANTIES RELATED TO SUCH DEDICATED PD SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Choice of Law and Jurisdiction.

These TOS shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Dedicated PD Services or these TOS.

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Fax: 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at <https://www.curriculumassociates.com/PDTOS>.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

The terms of this STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS shall apply to the Agreement as the terms are applicable to the Agreement. For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor. "Student data" does not refer to data that has been de-identified, which refers to data generated from usage of Contractor's proprietary software solutions from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify any individual ("de-identified student information" or "de-identified student data").
2. The Board may submit a written request to Contractor to delete student data in the possession of the Contractor 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 Contractor. The Board may request the deletion of student data by the contractor 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 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 standards/practices/protocols. Any destruction of student data will not include data which may have been archived for disaster recovery purposes, which data will be removed from our backup servers over time, in accordance with our company's data retention and destruction policies, consistent with standard industry practice. Any such archived data shall remain fully subject to the confidentiality obligations set forth in the Agreement.
3. The Contractor shall not use student data for any purposes other than those authorized

pursuant to this Agreement. Contractor maintains the perpetual right to use de-identified student data for product development, product functionality and research purposes, as permitted under the Family Educational Rights and Privacy Act (FERPA).

4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor 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 Contractor, and correct any erroneous information therein.
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor 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 Contractor of a breach of student data, the Contractor 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.

7. Contractor shall return or destroy identifiable data of Board students upon receiving a written request from the Board at termination of the Agreement or otherwise. If the Board notifies Contractor that it no longer wishes Contractor to hold its identifiable data, the data can be securely returned and/or destroyed. Contractor understands that, upon notification, the destruction of Board identifiable data is time sensitive and can remove student identifiable data from its production servers promptly upon receipt of the Board's request.
8. The Contractor 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. The Contractor 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. 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.

Revised: 10/2/18



MEMORANDUM

BUREAU OF PURCHASES

CITY OF NEW HAVEN

Shawn J. Garris, Acting Purchasing Agent
200 Orange Street, New Haven,
Connecticut 06510
Telephone (203) 946-8201
Facsimile (203) 946-8206
Email: sgarris@newhavenct.gov

DATE: April 5, 2023
TO: Monica Joyner, Supervisor of Mathematics
Carl Carangelo

SLSRC #20230405NHPS

FROM: Shawn J Garris,
Acting Purchasing Agent

RE: Sole Source – Curriculum Associates.

I have received your sole source request with supportive documentation for Curriculum Associates, a provider of professional development curriculum for educators and students. This vendor has historically for the past few years provided service to the New Haven Public School system. The curriculum is unique to the vendor.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above referenced vendor as the "Sole Source" vendor for the above referenced purpose. This Sole Source letter shall be reference for all future transaction associated with this vendor.

While all else remains the same, this sole source expires eight years from the date of this letter.

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alderman approval.

Any questions, please feel free to contact me @ x8202.

cc: Arami Martinez, Accounts Payable
File

April 5, 2023

Mr. Shawn Garris

I am writing to request a sole source designation for Curriculum Associates, LLC to provide professional development for the iReady Math curriculum program NHPS has purchased from them. The responses to your questions are as follows:

1. Vendor Information: Curriculum Associates, LLC
2. Type of Waiver Requested: Sole or Single Source/ Professional Sole Source
3. Munis Funding Source: ARP ESSER III Carryover #2553-6399-56694-0411
4. What is the cost of this Purchase: \$157, 500
5. Will this purchase obligate the City to this vendor for future purchases? No
6. What efforts were made or conducted to substantiate no competition to ensure the price for this purchase is fair and reasonable?
 - ☐ a description of the unique features that prohibit competition.
 - ☐ documented research conducted to verify the vendor as the only known source.
 - ☐ a description of the marketplace to include distributors, dealers, resellers, etc.
 - ☐ known compatibility issues; and/or ☐ timing issues.

As the provider of the curriculum program, Curriculum Associates is the sole source to provide the professional development for effective implementation of the program. Attached is the letter from the company explaining their sole source status.

If you require any further information, please don't hesitate to ask.

Sincerely,



Monica C. Joyner
Supervisor of Mathematics
New Haven Public Schools

2022–2023

Curriculum Associates, LLC is pleased to confirm that we are the sole publisher and vendor of materials as shown in our current catalog and website CurriculumAssociates.com with the following exception:

- *Ready®* Grades K and 1 Reading Teacher Support Packages include trade books for which Curriculum Associates, LLC is not the sole publisher. However, Curriculum Associates, LLC is the exclusive distributor of this package configuration.

Our materials are not sold to resellers and are available for purchase only through Curriculum Associates, LLC. If you need additional information, please contact our Customer Service Department at 1 (800) 225-0248.

Thank you for your interest and support of our materials.

Sincerely,



Woody Paik
Executive Vice President, Sales



Indispensable Tools for Today's ELL Professionals

SOLE SOURCE STATEMENT

2022–2023

To Whom It May Concern,

I am an authorized representative of Curriculum Associates, LLC, and I affirm that Curriculum Associates, LLC is the sole source supplier and vendor for all items related to the Ellevation subscription-based instructional management and training service.

Subscriptions and support services related to all Curriculum Associates, LLC data management and training products are provided only by Curriculum Associates, LLC and are not available through resellers in the United States.

We have done extensive market research and confirm there is/are no other like products or services available for purchase that would serve the same purpose or function for the above-named product or service.

Please let us know if you have any questions. Our contact information is below.

Sincerely,

Teddy Rice
President and Cofounder
Ellevation, LLC
38 Chauncy St., 9th Floor
Boston, MA 02111
info@ellevationeducation.com