



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](mailto: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 12/15/22. To 06/30/23

Hourly rate or per session rate or per day rate. \$1,750 per session at 90 sessions

Total amount: \$157,500.00

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.

Submitted by: Monica Joyner Phone: (203) 479-0189



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** New Haven City School District  
**Date:** November 16, 2022  
**Re:** Curriculum Associates, LLC

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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.
3. **Amount** of Agreement and hourly or session cost: \$1,750 per session at 90 sessions for a total of \$157,500
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
  - 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 2<sup>nd</sup> year of implementation, 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?
11. This contractor was selected because the company was selected as the provider of our curriculum resources.
- 12.
- 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.

**13. 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. 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.

14. 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.

15. 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 16th day of November 2022, effective *(no sooner than the day after Board of Education Approval)*, the 12th day of December, 2022, 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 \$1,750 per session, for a total of 90 sessions.

The maximum amount the contractor shall be paid under this Agreement: One Hundred Fifty Seven Thousand and Five Hundred Dollars and no/100 (\$157,500). 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 November 17, 2022 to June 30, 2023.

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

*Exhibit A: Scope of Service: Quote 289823.1*

***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

\_\_\_\_\_  
November 21, 2022  
Date

\_\_\_\_\_  
Date

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

Revised: 9-27-21



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

# EXHIBIT A

# Curriculum Associates®

**Prepared For:**

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

## Professional Development

7/15/2022

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.

Quote ID: 289823.1      Valid through: 12/31/2022

Product	List Price	Net Price
Professional Development	\$180,000.00	\$157,500.00
List Total:		\$180,000.00
Savings:		\$22,500.00
Shipping/Tax/Other:		\$0.00
Total:		\$157,500.00

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: 289823.1

Date: 7/15/2022

Valid through: 12/31/2022

## 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

## Professional Development

### Professional Development

Product Name	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Classroom and i-Ready Mathematics Core Tailored Support Session	24416.0	90	\$2,000.00	\$1,750.00	\$157,500.00
Professional Development Subtotal:					\$157,500.00
<b>Total</b>					
				List Total:	\$180,000.00
				Savings:	\$22,500.00
				Merchandise Total:	\$157,500.00
				Voucher/Credit:	\$0.00
				Estimated Tax:	\$0.00
				Estimated Shipping:	\$0.00
				<b>Total:</b>	<b>\$157,500.00</b>

### 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](mailto:pdoperations@cainc.com).

# Curriculum Associates®

## Placing an Order

**Email:** [Orders@cainc.com](mailto: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](http://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](mailto: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 or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | ABA Routing: 121000248
- Bank Name: Wells Fargo Bank – San Francisco, CA | Account Name: Curriculum Associates, LLC
- SWIFT Code (International Only): WFBUS65
- Tax ID: 26-3954988

Please send any payment notifications to [payments@cainc.com](mailto: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](mailto: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](http://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 [i-ready.com/support](http://i-ready.com/support).

## 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.

**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](https://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](mailto:info@ellevationeducation.com)