

STATE OF CONNECTICUT



*AUDITORS' REPORT
INTERIM REPORT
REGARDING THE STATE EDUCATION RESOURCE CENTER (SERC)*

AUDITORS OF PUBLIC ACCOUNTS
JOHN C. GERAGOSIAN ❖ ROBERT M. WARD

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INTERIM REPORT
REGARDING THE STATE EDUCATION RESOURCE CENTER (SERC)
FEBRUARY 21, 2013

INTRODUCTION

In the 2007-2008 FY audit of the State Department of Education (SDE) released in December of 2010, the office of the Auditors of Public Accounts performed a program evaluation [\[Exhibit 1\]](#) of the State Education Resource Center (SERC). Our office considered the operational relationship between the Department of Education and SERC. This included determining SERC's legal entity status, its responsibilities, and how it was monitored.

In 2012, our office received a whistleblower complaint regarding the awarding of certain contracts by the Department of Education, SERC and Rensselaer Hartford Graduate Center, Inc. (Rensselaer). The whistleblower review and the department's next regularly scheduled audit are still in progress.

Given the interest many members of the Connecticut General Assembly have expressed in the status of SERC, we determined that it was prudent to issue this interim report regarding the status of SERC and to address certain issues with regard to SERC.

BACKGROUND

What is now SERC was created in 1969 to address the requirements of the Education of the Handicapped Act. Subsequently, sections 10-4q and 10-76n of the General Statutes were enacted, placing requirements on the State Board of Education and the Department of Education regarding the continued operation of SERC and the activities it may perform. To accomplish this, the department chose to contract with Rensselaer to act as the fiscal agent for SERC [\[Exhibit 2\]](#). As compensation for this service, Rensselaer receives a percentage of the amount expended by SERC.

The statutes and contract suggest that SERC is distinct and separate from Rensselaer. However, the fact that payments for the funding of SERC are made directly to Rensselaer and that the federally required independent audit of those grant funds is performed and reported as a small portion of the Rensselaer audit suggests that SERC is part of Rensselaer. This is further complicated by the fact that SERC refers to itself as a "nonprofit agency" on its website, but no such nonprofit entity was ever formally established. Our 2010 audit concluded with the following recommendation:

“...that the Department continue with its efforts (presently scheduled for completion at the end of fiscal year 2013) to establish the State Education Resource Center (SERC) as a separate legal entity and develop a contractual relationship with that entity with clearly defined deliverables, outcomes, timelines and audit requirements.

In the interim it is recommended that the Department should take the steps necessary to establish deliverables, outcomes and timetables for both SERC and its fiscal agent and should apply those deliverables, outcomes and timelines to the approval process prior to payment.

As a new contract period is imminent, the Department should consider a 'fee for service' payment arrangement based on the deliverables, outcomes and timelines noted, as opposed to the percentage of expenditures methodology currently employed to ensure that the Department receives the services for which it is paying.

Finally, until the Department establishes SERC as a separate and distinct legal entity, the Department should take the steps necessary to ensure that SERC is audited as a separate and distinct entity and in accordance with OMB Circular A-133 rather than included only in the notes for the report of its fiscal agent."

As part of our audit of the 2009-10 fiscal years, our office is reviewing whether the Department of Education complied with our recommendation.

DISCUSSION ON THE STATUS OF SERC

SERC represents itself as a nonprofit organization on its website. However, the statutory language indicates that SERC was created as a state entity. SERC has not acted in a manner that is consistent with state agency requirements for transparency and accountability.

SERC was created in statute in section 10-4q which states "The State Board of Education shall establish a State Education Resource Center to assist the board in the provision of programs and activities that will promote educational equity and excellence. Such activities, to be provided by the State Education Resource Center or a regional educational service center, may include training and continuing education seminars, publication of technical materials, research and evaluation, and other related activities. The center may support programs and activities concerning early childhood education, the federal No Child Left Behind Act, P.L. 107-110, and closing the academic achievement gap between socio-economic subgroups, and other related programs." This language clearly indicates that SERC is a creation of the State Board of Education.

Because of the lack of clarity and specificity of SERC's structure, it has operated in somewhat of a gray area. It lacks the specificity of the statutes governing quasi-public agencies (CGS 1-120 - 1-127). These statutes clearly delineate issues of governance by a board of directors, legal notice, reporting requirements to the Governor, the legislature and other state entities, and auditing requirements (including compliance audits by the Auditors of Public Accounts). SERC also was never formally created as a nonprofit entity. It lacks the legal IRS status, independence, and autonomous board oversight consistent with a nonprofit agency.

SDE, through Rensselaer, is SERC's major customer. Grants of approximately \$12 million dollars are provided by SDE to Rensselaer for use by SERC annually. According to a recent SERC annual report [\[Exhibit 7\]](#), the State of Connecticut provides over 90% of its budget. The arrangement to transmit funding from the Department of Education to Rensselaer, then from Rensselaer to SERC, results in an administrative cost that appears unnecessary and expensive. SERC operates under the direction of an executive director, whose salary is set by the commissioner of the Department of Education. SERC does not have a board of directors, and its budget is set by the executive director. Due to the absence of a board, the budget is not subject to any independent approval process. While most of the employees report to the executive director, some report directly to the commissioner or the commissioner's designee. SERC does not have a tax ID number and uses Rensselaer's tax ID for issuing W-2 forms and for directly obtaining federal grants. Rensselaer's federally required audits include SERC's activities. To date, our 2010 recommendation that SERC have a separate independent audit to comply with the federal single audit requirement has not been addressed.

On at least two recent occasions, SERC entered into an agreement to employ individuals who would report directly to the commissioner of the Department of Education or a designee [Exhibits 3, 4]. In each of these cases, the commissioner instructed SERC to employ specific individuals. In each case, the employment contract (personal service agreement) was between the individual who was employed by SERC and either the State Board of Education or the State Department of Education. On two other occasions, contracts were entered into with private companies to provide various consulting services [Exhibits 5, 6]. Again, the contracts were executed by the State Department of Education, SERC and the private company. The contracts state that the Department of Education selected the vendor and SERC was not responsible for directing or monitoring the vendors' activities. In each of these cases, the state's personal service agreement procedures and its contracting procedures were not followed.

We are not aware of any effort by the State Department of Education to define SERC as a quasi-public agency in statute. However, on numerous occasions, the department has acknowledged that SERC is not a nonprofit entity and has expressed an interest in transforming it into a nonprofit agency in the future. In its application for waiver of competitive bidding in December of 2009, the department stated, "Rensselaer has been the successful bidder for providing fiduciary services to SERC for the past 20 years. SDE would like to continue these services with Rensselaer for an additional three years, during which time SDE can work with the Office of Policy and Management and the legislature to reorganize SERC as a non-stock corporation with tax exempt status under Section 501(c)(3) of the Internal Revenue Code. Currently, SERC does not have any formal legal 'existence' beyond its establishment by the State Board of Education. It is anticipated that by June 30, 2013, SERC will have secured its non-profit IRS status and the need for a fiduciary agent will have been addressed by using their own resources or contracting directly with a vendor." In our audit of the department released in December of 2010, the department responded to an audit finding regarding SERC's status: "We agree with the finding. The Department will continue to pursue its efforts toward securing SERC as a nonprofit organization by the end of FY2013."

We did find two instances in which SDE attempted to change the status of SERC. In 2011, Raised Bill 1039 (LCO 3716) contained a provision requiring the Department of Education to establish SERC as a not-for-profit entity. SDE testified in support of this legislation at the public hearing on February 28, 2011. This provision was not included in the joint favorable substitute voted out of the Education Committee on March 2nd or in the final version of SB 1039 that was approved by the General Assembly and signed by the Governor. On January 23, 2013, the State Board of Education voted to approve a change in the status of SERC. Their proposed language does not call for a not-for-profit entity and is not consistent with the provisions of quasi-public entities under section 1-120 et. Seq. of the General Statutes.

We continue to be concerned about the lack of a clear legal status for SERC. The absence of this structure greatly undermines the ability of SERC to be transparent and accountable to the people of Connecticut.

RECOMMENDATIONS

The legislature should act to clarify SERC's legal status. We believe that among the options are:

- (1) Create SERC as a non-stock corporation with the intent that it become a 501(c)(3) nonprofit entity;
- (2) Clarify that SERC is an office within the Department of Education;
- (3) Change SERC to a quasi-public agency consistent with CGS Section 1-120 et. seq.

Under the nonprofit corporation or the quasi-public model, the entity should have an independent board of directors. The quasi-public model should include a requirement for annual compliance audits by the Auditors of Public Accounts and a provision for competitive bidding of contractual services. If a different model is chosen, at a minimum, the legislature should require that SERC establish an independent board of directors, be subject to audit by the Auditors of Public Accounts, report annually to the General Assembly on its activities, and maintain a transparent competitive bidding process.

CONCLUSION

We hope this information is helpful as you deliberate about the future of SERC. As always, the office of the Auditors of Public Accounts is available to assist in any way that we can. Please feel free to contact us with any questions you may have.



John C. Geragosian
Auditor of Public Accounts



Robert M. Ward
Auditor of Public Accounts

EXHIBIT 1

Auditors of Public Accounts 2010 SERC Program Evaluation

PROGRAM EVALUATION:

Consideration of the Operational Relationship between the Department of Education and State Education Resource Center:

Section 2-90 of the General Statutes authorizes the Auditors of Public Accounts to perform program evaluations. For the audited period we judgmentally selected the State Education Resource Center (SERC) for consideration. That consideration stemmed from audit work performed as part of our review of the State's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2008. As part of that work, we reviewed four payments made for the purpose of funding SERC. The payments were made pursuant to a contractual agreement. Although the transactions were approved by the appropriate person, the State Department of Education (Department) did not provide documentation to support that the approval was based on a review of deliverables.

Our further inquiry and review of the contract led us to questions that went beyond the scope of our CAFR audit. Such questions included what type of entity was SERC, what were they responsible to do and how were they monitored. The answers to those questions are fundamental to our understanding of the relationship between the Department and SERC, the regulations to apply and the procedures to perform. We, therefore, added procedures to this audit to complete our review.

What is now SERC was created in 1969 to address the requirements of the Education of the Handicapped Act. Subsequently, Sections 10-4q and 10-76n of the General Statutes were enacted and placed requirements on the State Board of Education (Board), the Department and the Commissioner of Education (Commissioner) with regard to the continued operation of SERC and the activities that it may perform. To accomplish this, the Department contracted with Rensselaer Hartford Graduate Center (Rensselaer) to act as the fiscal agent for SERC. As compensation for this service, Rensselaer receives a percentage of the amount expended by SERC.

The statutes and contract suggest that SERC is distinct and separate from Rensselaer. However, the fact that payments for the funding of SERC are made directly to Rensselaer and that the federally required independent audit of those grant funds is performed and reported as a small portion of the Rensselaer audit suggests that SERC is part of Rensselaer. This is further complicated by the fact that SERC refers to itself as a "nonprofit agency" on its website, but no such nonprofit entity was ever formally established.

Since we raised our inquiry in October of 2008, the Department has engaged in internal discussions to address these issues. The Department is currently developing a proposal to amend the legislation cited above to allow SERC to be established as an official nonprofit corporation. The Department estimates that nonprofit status for SERC should be secured by June 2013. However, the current contract with Rensselaer expires in June 2010. Accordingly, we make the following recommendation:

Interim SERC Administration:

Criteria: Pursuant to Connecticut General Statutes, Sections 10-4q and 10-76n, the Department must maintain the State Education Resource Center (SERC).

Pursuant to “Procurement Standards for Personal Service Agreements and Purchase of Service Contracts” published by the State of Connecticut Office of Policy and Management, “an agency must develop an outline of work that describes in detail what the agency wants the future contractor to do, provide, or accomplish. At a minimum, the outline of work must include information about the contract’s purpose, scope, activities, deliverables, outcomes, and timeline.”

Office of Management and Budget (OMB) Circular A-133 states that “Non-Federal entities that expend \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of this part.”

Condition: During the period under review, the Department maintained SERC through a contractual fiscal agency arrangement with Rensselaer Graduate Center Hartford (Rensselaer) which expired on June 30, 2010. During the period under review the contract was for an amount not to exceed \$10,000,000 each fiscal year. The Department is in the process of establishing SERC as an official nonprofit corporation; however, that process is estimated for completion in June 2013. The current contract does not specify deliverables, outcomes or timetables. The entity definition of SERC is not clearly defined.

Effect: In the absence of deliverables, outcomes and timetables, it is not clear whether the Department is receiving the services for which it is paying from either SERC or the fiscal agent. In the absence of a clear definition of entity for SERC it is not clear whether the proper criteria are being applied for the determination of compliance with State and Federal regulations.

Cause: The business entity definition of SERC had not been sufficiently developed to keep pace with the expanded roles and responsibilities accorded to SERC.

Recommendation: It is recommended that the Department continue with its efforts (presently scheduled for completion at the end of fiscal year 2013) to establish the State Education Resource Center (SERC) as a separate legal entity and develop a contractual relationship with that entity with clearly defined deliverables, outcomes, timelines and audit requirements.

In the interim it is recommended that the Department should take the steps necessary to establish deliverables, outcomes and timetables for both SERC and its fiscal agent and should apply those deliverables, outcomes and timelines to the approval process prior to payment.

As a new contract period is imminent, the Department should consider a “fee for service” payment arrangement based on the deliverables, outcomes and timelines noted, as opposed to the percentage of expenditures methodology currently employed to ensure that the Department receives the services for which it is paying.

Finally, until the Department establishes SERC as a separate and distinct legal entity, the Department should take the steps necessary to ensure that SERC is audited as a separate and distinct entity and in accordance with OMB Circular A-133 rather than included only in the notes for the report of its fiscal agent. (See Recommendation 1.)

Agency Response: “We agree with the finding. The Department will continue to pursue its efforts toward securing SERC as a nonprofit organization by the end of FY2013. The Personal Services Agreement (PSA) that has been drafted to begin July 1, 2010 includes language consistent with OPM’s “Procurement Standards for Personal Service Agreements and Purchase of Service Contracts.” Criteria addressing the issues of charging a fee for service and ensuring that SERC is audited as a distinct entity are also contained within the new PSA.”

EXHIBIT 2

Rensselaer Hartford Graduate Center, Inc. Personal Service Agreement

PERSONAL SERVICE AGREEMENT
CO-802A REV. 2/08 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE IN QUADRUPPLICATE.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

no: 563
10sde 0013AA
(1) ORIGINAL AMENDMENT (2) IDENTIFICATION NO. P.S 10sde 0013AA

CONTRACTOR	(3) CONTRACTOR NAME Rensselaer Hartford Graduate Center, Inc		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS State Board of Education 165 Capitol Avenue, Hartford, CT 06016		CONTRACTOR FEIN / SSN - SUFFIX	
CONTRACT PERIOD	(6) DATE (FROM) 7/1/2010	THROUGH (TO) 6/30/2013	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER	
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).		(8) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30	
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACT AGREES TO: (Include special provisions-Attach additional blank sheets if necessary.) Shall serve as the fiduciary agent for the State Education Resource Center ("SERC"). Complete contract details are continued on pages 2-8.			
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. The total cost for services provided under this agreement not to exceed \$36,000,000.00. See page 7 Section III for payment schedule.			

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) PROJECT/GRANT	(19) CHARTFIELD 1	(20) CHARTFIELD 2	(21) BUD REF

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(22) STATUTORY AUTHORITY: C.G.S 4-5, 4-8 10-4g
(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	<i>Frank DiSanto</i>	TITLE: Frank DiSanto, Director DATE: 6/17/10
(24) AGENCY (AUTHORIZED OFFICIAL)	<i>Brian Mahoney</i>	TITLE: Brian Mahoney, Chief Financial Officer DATE: 6/22/10
(25) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.		TITLE: _____ DATE: _____
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	<i>W B Ak</i>	TITLE: ASSOC. ATT. GENERAL DATE: 6/29/10

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-OPMWDAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

TERMS/CONDITIONS

EXECUTIVE ORDERS

The 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 the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2005, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2005, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

NON-DISCRIMINATION References in this section to "Contract" shall mean this Personal Service Agreement.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-56 and 46a-56f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-56e and 46a-56f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9c, and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

CLAIMS AGAINST THE STATE

Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor 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.

STATE ELECTIONS ENFORCEMENT COMMISSION (SEEC) CONTRACTOR CONTRIBUTION BAN

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

Rensselaer Hartford Graduate Center, Inc. ("RHGC")
And Connecticut State Board of Education ("CSBE")

This AGREEMENT is made and entered into as of July 1, 2010 between the Connecticut State Board of Education ("CSBE") with offices at 165 Capitol Avenue, Hartford, CT, 06016, and Rensselaer Hartford Graduate Center, Inc. ("RHGC") with offices at 275 Windsor Street, Hartford, CT 06120.

(WITNESSETH)

WHEREAS, Section 10-4q of the Connecticut General Statutes provides that the State Board of Education shall establish a State Education Resource Center ("SERC"); and

WHEREAS, the CSBE requires a fiscal agent to manage the operations of SERC; and

THEREFORE, the CSBE is seeking to contract with RHGC to provide professional services in connection with the fiscal management of SERC.

- I. Responsibilities of RHGC
 - A. RHGC shall conduct its activities pursuant to this Agreement in compliance with personnel civil services policies and procedures.
 - B. RHGC shall implement appropriate fiscal control and accounting procedures to ensure proper disbursement of all SERC funds. In addition, RHGC shall provide fiscal control and accounting services for all of SERC's state, federal and/or private grants (e.g., CT PIRC) as part of its general duties and responsibilities.
 1. RHGC shall use funds from the Agreement solely to support SERC activities with the exception of the fees received by RHGC as payment for provision of services as the fiscal agent as specified herein.
 2. RHGC shall safeguard the assets of the SERC account and shall assure the propriety of all expenditures and the disposition of account assets; and ensure and verify all project accounts are properly approved by an authorized account signer and on file prior to any account activity.
 3. For the purpose of promoting SERC's capacity to secure grants, memoranda of understanding, and contracts, RHGC will allow the use of its name by means of affiliation.
 4. RHGC will neither increase expenditures beyond the smallest of 20% or \$2,000 in an approved SERC line item nor add expenditures to an unapproved line item in any program budget without the express authorization of the SERC Executive Director. RHGC will not decrease expenditures in an approved SERC line item in any program budget without the express authorization of the SERC Executive Director.
 5. The fiscal agent shall, subsequent to audit, request permission to use unexpended SERC funds from CSBE. Any unexpended funds not authorized for use must be returned to CSBE.
 - C. RHGC will submit expenditure report(s) and other reports required by SERC in the format and by the date(s) specified by the SERC Executive Director.

Rensselaer Hartford Graduate Center, Inc. ("RHGC")
And Connecticut State Board of Education ("CSBE")

Information relating to SERC records and access thereto shall be granted to CSBE upon request. All documents developed or published by SERC shall be regarded as the property of CSBE. Permission to sell, trade, or recoup costs for a document or service must first be obtained from CSBE. CSBE reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records, and materials resulting from any aforementioned project.

- D. RHGC shall maintain a biweekly payroll schedule for SERC which is equivalent or substantially similar to the present SERC payroll schedule. Any change with such schedule must be approved by the CSBE. RHGC shall ensure that the SERC payroll procedures are in compliance with federal and state law.
- E. Beginning July 1, 2010 (with no delay or "new employee" initiation phase), RHGC shall provide full-time SERC employees with employee benefits which are, as a minimum, equivalent to the benefits listed below:
- Short and Long-Term Disability – The Hartford
 - Health Care – Anthem
 - Dental Care – Ameritas
 - Vision Care – Anthem
 - Group Life Insurance/Accidental Death – The Hartford
 - Contributory Tax Sheltered Annuity – Mass Mutual
 - Automatic Payroll Deductions and Deposits, including access to the Central Connecticut Teachers' Federal Credit Union
 - Workers Compensation Insurance – The Hartford
 - Teachers' Retirement System (TRS) and Teachers' Retirement Board (TRB)
 - Retirement Benefits
- F. RHGC shall maintain the current Tax Sheltered Annuity currently established with Massachusetts Mutual throughout the three (3) year period unless the SERC Executive Director should determine a change is warranted. RHGC agrees that it shall be in compliance for the Section 403(b) plan, which will include all testing and reconciling as follows:
- required non-discrimination testing
 - ACP Test
 - Coverage Test
 - Universal Availability Test
 - Plan Document
 - New Electronics 5500 Filing Requirements
 - Tiered Match Calculation
 - Reconciling Plan Assets and Accounting for Monies by Participants
 - Governing Documents
 - Deposits on Deferrals
 - Vesting
 - Summary Plan Descriptions
 - Highly Compensated Employees Testing
 - Coordinating, Monitoring, and Auditing Catch-up Limits

Rensselaer Hartford Graduate Center, Inc. ("RHGC")
And Connecticut State Board of Education ("CSBE")

- Distribution Processing
- G. Section 10-183b(26) of the General Statutes provides that professional staff employed by SERC who have certificates or permits issued by the CSBE are entitled to participate in the TRS. RHGC agrees to provide the necessary transmittals to the Teachers' Retirement Board (TRB) monthly during the school year (September –June), although payroll deductions for staff will occur over the 12 months of their "pension eligible salary" (not stipends).
- H. RHGC shall guarantee credit currently earned towards retirement benefits eligibility and shall ensure 100% of all such eligibility credit earned as of July 1, 2010. Full-time employees with a minimum of ten years of service immediately preceding retirement are entitled to the following retirement benefits:
- Continuation of full medical benefits for the retiree and eligible dependents; the retiree pays the group rate; benefits are reduced at age 65 for retirees who participate in Medicare;
 - Dental benefits are continued for the retiree and eligible dependents; SERC pays the full cost of the premium and there is no age limit; coverage is subject to the provisions of the basic policy; and
 - Life insurance is continued at 35% of the pre-retirement level, reducing to \$5,000 at age 70 and continuing for life.
- I. RHGC will provide SERC's HR Coordinator with a corporate benefits contact as a resource within thirty (30) calendar days of the effective date of this Agreement.
- J. The SERC Executive Director shall provide a six (6) month notice to RHGC if SERC requests to secure alternative payroll and employee compensation services effective on a fiscal year anniversary of the Agreement.
- K. Within the parameters of the approved budget line item amounts, the SERC Executive Director shall have the authority to enter into contractual and other services, initiate purchase orders, and authorize all items requiring expenditure of funds which are needed to operate SERC programs. RHGC agrees to recognize such authority.
- L. RHGC agrees to employ staff with adequate credentials, experience, and in sufficient numbers to provide SERC with timely and accurate fiscal administrative services (e.g., weekly processing of invoices and deposits).
- M. RHGC shall provide the SERC Executive Director with documentation of FEIN, DUNS, Section 501(c)(3) status, and SERC's non-profit determination letter for use in grant applications, with private foundations, and for tax-exempt benefits.
- N. To facilitate the processing of payable items, RHGC shall provide SERC with regular weekly courier service. RHGC will process submitted payable items within three (3) working days. The SERC Executive Director shall submit payable items to RHGC on a weekly or "as needed" basis.
- O. RHGC shall implement a cost allocation policy that ensures that funds from separate program budgets or accounts are not commingled and no SERC funds shall be commingled with other fiscal agent funds.

Rensselaer Hartford Graduate Center, Inc. ("RHGC")
And Connecticut State Board of Education ("CSBE")

- P. RHGC shall disburse funds from the account at the request of SERC and only after SERC has provided RHGC an appropriate written disbursement request. The request must include a statement that the proposed disbursement shall be used exclusively for the specified project, and RHGC may request additional documentation as a precondition to making the requested disbursement. All disbursements made from the account shall be treated as payments made to or on behalf of SERC and the CSBE.
- Q. RHGC shall maintain all financial records relating to the account according to Generally Accepted Accounting Principles (GAAP), shall retain records as long as required by law, and shall make records available to auditors as required by law.
- R. Within the first year of this Agreement, RHGC will work with SERC and CSBE to provide electronic receivables and payables.
- S. The fiscal agent will support SERC with maintenance and updating of a fixed asset inventory of all CSBE equipment used by SERC and, annually produces the written inventory to CSBE. RHGC agrees that all equipment purchased with SERC funds is CSBE property.
- T. RHGC will provide SERC with free use of fiscal agent's own facilities or significantly discounted rates on training and conference facilities within a facility that the fiscal agent has contracted to use, if applicable.
- U. RHGC shall implement appropriate fiscal control and accounting procedures to ensure proper disbursement of SERC funds.
- V. RHGC shall maintain a complete record of all checks issued against SERC line item accounts and shall, each month, provide the SERC Executive Director and CSBE with an electronic portable document format (pdf) of the end of the month closure, listing status of all expenditures and deposits against approved SERC budget line items. SERC's budget must be operated in compliance with all applicable federal and Connecticut laws, and also in compliance with any applicable regulations and other policies and administrative directs of CSBE.
- W. Within eight (8) weeks of the conclusion of each fiscal year (June 30), the fiscal agent shall provide the SERC Executive Director and CSBE with an ED141. The fiscal agent is to provide to CSBE a Federal Single Audit and a State Single Audit related to the Federal and State grant funds provided to SERC. The aforementioned audits shall be performed in accordance with the provisions of **OMB Circular A-133** and the **State Single Audit Act** (Sections 4-230 through 4-236 of the Connecticut General Statutes) and applicable regulations. The audits must be submitted no later than six months after the close of the entity's fiscal year and annually paid from the fees for services collected by RHGC not to exceed \$25,000

Rensselaer Hartford Graduate Center, Inc. ("RHGC")
And Connecticut State Board of Education ("CSBE")

- II. Responsibilities of the CSBE
- A. When RHGC performs invoicing, the CSBE shall include on a prescribed form a description of services provided by SERC, proper account coding, appropriate evidence of deliverables, and dates of rendered services.
 - B. The CSBE shall make payments in accordance with the payment schedule in section III, below.
 - C. The CSBE shall monitor program/projects budgets to preclude overspending and only requesting adjustments where necessary and appropriate.

III. PAYMENT SCHEDULE:

- A. The RHGC will implement this Agreement in accordance with the operating budget of SERC and as approved by the CSBE for the following periods:
 - 1. 07/01/10 – 06/30/11: not to exceed \$12,000,000.00
 - 2. 07/01/11 – 06/30/12: not to exceed \$12,000,000.00
 - 3. 07/01/12 – 06/30/13: not to exceed \$12,000,000.00
- B. The RHGC will receive a fee for service assessed to specific project expenditures based upon a sliding scale as outlined in the table below for the performance of the services described in this Agreement. In addition, RHGC shall have fiduciary responsibility for receiving, distributing and accounting for SERC's state, federal and/or private funds. This fee excludes audit fees and fees received from public school districts that are expended under the terms of this Agreement.

<u>YEAR</u>	<u>Fee for Service for projects greater than or equal to \$100,000.00</u>	<u>Fee for Service for projects less than \$100,000.00</u>
<i>1</i>	6.75%	2%
<i>2</i>	6.00%	2%
<i>3</i>	5.25%	2%

- IV. CANCELLATION: In addition to the cancellation clause on page 1 of this agreement, the CSBE reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is terminated by either party. The CSBE reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- V. AMENDMENTS: A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by the CSBE.

Rensselaer Hartford Graduate Center, Inc. ("RHGC")
And Connecticut State Board of Education ("CSBE")

- VI. ENTIRE AGREEMENT: This agreement contains the entire agreement and understanding between the parties as to the subject matter of this contract, and supersedes all prior agreements, representations, writings and discussions between the parties.
- VII. FREEDOM OF INFORMATION: If the amount of this contract exceeds two million five hundred thousand dollars (\$2,500,000.00), and the contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. Sec. 1-200(11), as amended by Public Act 01-169, the Department is entitled to receive a copy of the records and files related to the contractor's performance of the governmental function.
- VIII. WHISTLEBLOWING: This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
- IX. DURATION: This agreement shall become effective upon the effective date signed and shall continue until June 30, 2013, unless sooner terminated in accordance with the terms of this agreement. At the end of the contract period, the CSBE reserves the right to extend this contract for a period of two (2) years.

EXHIBIT 3

Ranjana Reddy Employment Agreement

FINAL

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter the "Agreement") is entered into this 3rd day of January, 2012, between the Connecticut State Department of Education (hereinafter "CSDE") through the State Education Resource Center (hereinafter "SERC") and Ranjana Reddy (hereinafter "Ms. Reddy").

Witness That:

WHEREAS, CSDE, the Commissioner of Education, and Associate Commissioner of Education (hereinafter "Associate Commissioner") selected Ms. Reddy to provide the services identified in the attached Schedule A below;

WHEREAS, CSDE wishes to purchase the services from Ms. Reddy, and Ms. Reddy desires to provide the services to CSDE through SERC; and

WHEREAS, CSDE, SERC, and Ms. Reddy do each desire to set forth the terms and conditions pursuant to which Ms. Reddy will provide services, and SERC will purchase the services on behalf of CSDE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSDE, SERC, and Ms. Reddy do hereby agree as follows:

1. Duties, Term, and Compensation. Ms. Reddy's duties, term of engagement, compensation, and salary are set forth in the attached Schedule A. SERC shall ensure that regular, bi-weekly payment of salary will be made by SERC to Ms. Reddy effective as of her starting date of January 3, 2012. Total payment, and the total payments over the course of the entire Agreement term, will not exceed the amounts as provided for in Schedule A. CSDE shall reimburse SERC through SERC's fiscal fiduciary for salary payment, SERC administrative costs, and other costs related to benefits, as detailed below.

2. Written Reports and Presentations. Ms. Reddy shall provide plans, recommendations, and progress reports to CSDE on a regular basis as reasonably directed by the Associate Commissioner. Ms. Reddy may also be asked to provide a final report at the conclusion of the term of this Agreement, the format of which shall be determined by the Associate Commissioner. Ms. Reddy agrees to provide regular updates to CSDE personnel upon request of the Associate Commissioner.

3. Confidentiality. Ms. Reddy acknowledges that during the engagement, she may have access to and become acquainted with various private and confidential student information, policies, protocols, rationales, strategies, trade secrets, innovations, processes, information, records, and specifications owned, licensed, or used by any school district, CSDE, the State of Connecticut, and/or SERC in connection with the operation of business including, without limitation, district/agency business and product processes, methods, student or personnel lists, accounts, and procedures. Ms. Reddy agrees that she will not disclose any of the aforementioned, directly or indirectly, or use any such information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CSDE and SERC as required by law. All files, records, documents, blueprints, specifications, information, letters, notes, lists, original artwork/creative, notebooks, and similar items relating to the business of any district, CSDE, and/or SERC whether prepared by Ms.

Reddy or otherwise coming into her possession, shall remain the exclusive property of the district, CSDE, and/or SERC. Ms. Reddy shall not retain any copies of the foregoing without prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by CSDE and/or SERC, Ms. Reddy shall immediately deliver all such files, records, documents, specifications, information, and other items in her possession or under her control. Ms. Reddy shall at all times preserve the confidential nature of her relationship to any district, CSDE, and SERC and of the services described hereunder and shall not disclose or make use of any confidential information upon termination of this Agreement.

Ms. Reddy understands and agrees that she will use information provided to her by any district, CSDE, and/or SERC solely for the purpose of fulfilling her obligations pursuant to this Agreement and understands and agrees that in the course of her duties she may have access to confidential student information as defined by the Family Education Rights and Protection Act, 20 U.S.C. Section 1232g (FERPA). Ms. Reddy understands and agrees that she will comply with the requirements of FERPA and any other state or federal law concerning the disclosure of confidential information and that any violation of such statutes may result in the immediate termination of this Agreement.

If Ms. Reddy publishes any works concerning research or practice related to the Elementary and Secondary Education Act (hereinafter "ESEA") waiver project and any results derived therefrom, she agrees to obtain written approval from the Associate Commissioner and SERC prior to such publication.

4. Conflicts of Interest; Non-hire Provision. Ms. Reddy represents that she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Ms. Reddy and any third party. Further, Ms. Reddy, in rendering duties, shall not utilize any discovery, development, improvement, innovation, or trade secret in which she does not have a proprietary interest. Ms. Reddy shall make best efforts to perform the required duties in a timely and productive manner during the term of this Agreement. Ms. Reddy cannot perform services for other districts, agencies, or parties while performing the services pursuant to this Agreement. For a period of six months following the termination of this Agreement Ms. Reddy shall neither directly or indirectly hire, solicit, or encourage anyone to leave CSDE's or SERC's employment, nor hire any such employee, consultant, or contractor who has left CSDE's or SERC's employment or contractual engagement within one year of such employment or engagement.

5. Merger. This Agreement shall not be terminated by the merger or consolidation of CSDE or SERC with any other agency or entity.

6. Termination. The parties may terminate this Agreement at any time with thirty (30) calendar day's written notice consistent with the provisions set forth in "Notices." Notwithstanding the above, CSDE and SERC reserve the right to terminate without notice for Cause (see below for the definition of "Cause").

(A) If CSDE and SERC terminate Ms. Reddy's employment as a result of her death or her disability or for Cause, CSDE through SERC will pay Ms. Reddy's accrued salary and any benefits up to and including the date of termination. Thereafter, CSDE and SERC will have no further obligations to Ms. Reddy under this Agreement. For purposes of this Agreement, "Cause" is defined as: (1) Ms. Reddy's misconduct, malfeasance, or negligence relative to her duties or CSDE's and SERC's business; (2) Ms.

Reddy's failure or refusal to perform the services required or as requested by CSDE or SERC, or Ms. Reddy's refusal to carry out or perform proper directions or instructions from the Associate Commissioner; (3) Ms. Reddy's conviction of a crime that either results in a sentence of imprisonment or involves criminal activity; or (4) any conduct constituting "Cause" under applicable law.

(B) If the CSDE or SERC terminates Ms. Reddy's employment without Cause, CSDE through SERC will pay to Ms. Reddy any accrued salary up to and including the date of termination. Such payment shall be made to Ms. Reddy as soon as administratively practicable after the termination of her employment without Cause, but no later than one month after the last day of the calendar year in which her employment is so terminated. It is expressly understood that CSDE's as well as SERC's payment obligations under this section shall cease in the event Ms. Reddy materially breaches any of the agreements in this Agreement. Notwithstanding anything herein to the contrary, neither CSDE nor SERC shall be obligated to make any payment under this section unless (i) prior to the sixtieth (60th) day following the termination without Cause, Ms. Reddy executes a release of all current or future claims, known or unknown, arising on or before the date of the release, against CSDE and SERC and its subsidiaries and the directors, officers, employees, and affiliates of either of them, in a form approved by CSDE and SERC, and (ii) any applicable revocation period has expired during such sixty day period without Ms. Reddy revoking such release. Each payment under this section shall be considered a separate payment and not one of a series of payments for purposes of Section 409A of the Internal Revenue Code, as amended. Any payment payable pursuant to this section that is not made following her termination without Cause because Ms. Reddy has not executed the release described herein shall be paid to her in a single lump sum on the first payroll date following the last day of any applicable revocation period after she executes the release provided that she executes and does not revoke the release in accordance with the requirements set forth herein.

(C) If Ms. Reddy terminates her employment, CSDE through SERC will pay her accrued salary up to and including the date of termination. Thereafter, CSDE and SERC will have no further obligations to Ms. Reddy under this Agreement. Ms. Reddy may resign upon not less than thirty (30) calendar day's prior written notice to the CSDE and SERC as previously mentioned, for any reason or no reason.

7. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

8. Choice of Law. The laws of the State of Connecticut shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

9. Dispute Resolution.

A. Claims Against SERC. Any controversy, claim, or counterclaim arising out of the terms of this Agreement or its interpretation shall be resolved in Connecticut by binding arbitration under this Arbitration section and the then-current Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held in the SERC corporate offices in Middletown, CT. The arbitration will be conducted by a panel of three (3) total arbitrators who are knowledgeable with respect to the education profession and of which a minimum of 2 of the 3 arbitrator panel members must be practicing attorneys. Ms. Reddy shall

select one (1) arbitrator, SERC will select one (1) arbitrator, and Ms. Reddy and SERC will agree upon and select one (1) arbitrator together. The arbitrator panel's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator panel will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the Agreement.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrators will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees which are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator panel will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

B. Claims Against the State. Ms. Reddy and CSDE agree that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes ("Claims Against the State"). Ms. Reddy and CSDE further agree not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, Chapter 53 proceedings.

10. Headings. Section headings are parts of this Agreement but are not intended to be a full and accurate description of the contents hereof.

11. Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

12. Assignment. Ms. Reddy shall not expand her responsibilities, assign any of her rights under this Agreement, or delegate the performance of any of her duties hereunder, without the prior written consent of the Associate Commissioner.

13. Severability. The provisions of this Agreement are independent of each other, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

14. Notices. Any notice permitted or required under this Agreement shall be made in writing and shall be served by personal service or by certified or registered U.S. mail, postage prepaid, to the addresses given below:

If to Ms. Reddy: Ranjana Reddy, [REDACTED]

If to SERC: State Education Resource Center, 25 Industrial Park Road, Middletown, CT 06457.
Attn: Marianne Kirner, Ph.D., Executive Director.

If to the CSDE: Associate Commissioner of Education, 165 Capitol Avenue, Hartford, CT 06106.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

15. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

16. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

17. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

18. Conditions. In the performance of the services hereunder, Ms. Reddy shall comply with all applicable federal and state laws.

19. Agreements Incorporated by Reference. The Duties, Term, and Compensation schedule is attached hereto as Schedule A.

20. Usage Rights. The copyright and ownership of all work products created and contracted for in this Agreement will belong to CSDE and/or SERC. This language shall displace and supersede any conflicting copyright and ownership language.

21. Supervision. CSDE will have the primary supervisory authority under this Agreement. The Associate Commissioner will be the party primarily responsible regarding accountability as to the performance of Ms. Reddy. Ms. Reddy's position expectations, performance measures, levels of accountability, as well as other key pieces of supervision and job performance, will be overseen by the Associate Commissioner. The Associate Commissioner will be the person primarily responsible for overseeing Ms. Reddy because Ms. Reddy will be an agent of CSDE. The Executive Director of SERC will be solely responsible for overseeing Ms. Reddy's administrative functions related to salary and benefits as set forth herein because Ms. Reddy will be an employee of SERC.

22. Professional and General Liability Coverage. Professional liability coverage and general business liability coverage shall be in place for the Agreement term. CSDE shall reimburse SERC for the cost of premiums for all such coverage.

23. Benefits. Ms. Reddy will be allowed access to the following benefits as stated herein. Ms. Reddy will be eligible to accrue 8.75 days of paid sick time over the Agreement term, 8.75 days of paid vacation time over the Agreement term, and 1.75 days of paid personal time over the Agreement term.

If eligible, Ms. Reddy may also participate in the SERC 403(b) retirement plan as detailed in the plan parameters.

24. Health Benefits. Ms. Reddy will be able to access medical and dental benefits through SERC for the Agreement term. Such benefits shall consist of the same medical and dental benefits packages offered to all SERC employees. CSDE shall provide SERC the necessary medical and dental premiums on a bi-weekly basis for both Ms. Reddy to the fiscal fiduciary of SERC.

25. Travel Expense Reimbursement. Ms. Reddy will adhere to and submit for all reasonable travel expenses incurred as per SERC policy. CSDE will reimburse SERC for any such travel expenses.

26. Equipment. CSDE shall provide Ms. Reddy with the following:

- An office located at CSDE in Hartford;
- Equipment as deemed appropriate by the Commissioner; and
- Access to CSDE staff and resources.

SERC will not be responsible for supplying any equipment.

27. Equitable Remedies. The services to be rendered by Ms. Reddy and the confidential information entrusted to Ms. Reddy as a result of her employment with SERC is of a unique and special character, and any breach of section 3 (“Confidentiality”) will cause SERC immediate and irreparable injury and damage, for which monetary relief would be inadequate or difficult to quantify. SERC will be entitled to, in addition to other remedies available, injunctive relief and specific performance to prevent a breach and to secure the enforcement of section 3. Injunctive relief may be granted immediately upon the commencement of any such action.

28. Time Records. Ms. Reddy will adhere to and submit regular time records as per SERC policy as an employee of SERC.

IN WITNESS WHEREOF the undersigned have memorialized this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals, however original signatures are preferred.

Please sign, make a copy for your records, and return the original signature page to SERC within seven (7) calendar days of receipt. Please mail the signature page to SERC to the attention of Alfred P. Bruno, Esq.

Both parties have read, understand, and fully agree with all terms and execute this contract as set forth below:

Ranjana Reddy

Signature: Ranjana Reddy

Connecticut State Board of Education

By: Charlene Russell-Tucker

Its Associate Commissioner

Signature: Charlene Russell-Tucker

SERC

By: Marianne Kirner, Ph.D.

Its Executive Director

Signature: Marianne Kirner

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES SUMMARY:

Ms. Reddy will assist with the coordination, preparation, submission, and revision of the CSDE application for the federal ESEA waiver. Successful completion of the ESEA waiver application will free CSDE from many of the most burdensome requirements of the No Child Left Behind Act of 2001. The waiver will provide CSDE flexibility regarding regulatory, administrative, and reporting requirements including the unrealistic requirement that all students reach proficiency by 2014.

The waiver application will require the Connecticut State Board of Education and the Connecticut Legislature to make key changes. Specifically, a successful waiver application requires that CSDE (1) develop a plan to facilitate the transition to common core standards; (2) set new state-specific annual achievement goals for students, schools, and districts; (3) define criteria for identifying the state's highest and lowest performing Title I schools; (4) design multi-tiered and differentiated interventions in the lowest performing schools; (5) adopt and implement a system of teacher and principal evaluation and support that relies on multiple measures; and (6) initiate a process to reduce the regulatory burden on adequately performing schools and districts. Ms. Reddy will oversee the aforementioned waiver application requirements.

January, 2012 – February, 2012: CSDE will apply before the February 21, 2012 waiver deadline. During this time period, Ms. Reddy will work to coordinate all the groups developing relevant policy, aid in engaging the necessary stakeholders, and assist with the process of outlining, drafting, and revising the application

Late February/Early March, 2012 – May, 2012: Some sections of the waiver application allow CSDE to assure the reviewers that guidelines will be developed and necessary legislation is on track with the requirement that supplemental information be provided by May, 2012. CSDE must then develop and adopt the needed policies. During this time period, Ms. Reddy will coordinate the relevant groups to ensure that the policy is developed and will outline and draft the supplemental sections of the waiver, which are due by the end of the 2011-2012 school year.

Late May/Early June, 2012 – August, 2012: If Connecticut's application is found to be missing any necessary pieces, the United States Department of Education (hereinafter "USDOE") will require that CSDE and Ms. Reddy make specific changes and improvements. During this time period, if necessary, Ms. Reddy will work to ensure that CSDE revises its application based on USDOE feedback. Otherwise, Ms. Reddy will assist in the implementation of key initiatives proposed and described in the waiver application and perform any additional duties as directed by the Associate Commissioner.

TERM:

Ms. Reddy shall begin performance on January 3, 2012. The Agreement term shall be from January 3, 2012 to August 3, 2012. This Agreement may only be extended beyond August 3, 2012 in writing and by mutual agreement of CSDE and SERC unless terminated earlier by operation of and in accordance with this Agreement.

SALARY:

As compensation for the services rendered pursuant to this Agreement, Ms. Reddy shall be paid by CSDE through SERC a total of **\$41,461.42** over the Agreement term. Payments shall be made as stated in the Payment Schedule below. CSDE and SERC reserve the right to reduce or withhold payment based upon Ms. Reddy's failure to perform any assigned tasks in a timely and/or satisfactory manner. The total salary value of this Agreement shall not exceed Forty One Thousand Four Hundred Sixty One Dollars and Forty Two Cents (**\$41,461.42**).

PAYMENT SCHEDULE:

SERC shall provide payment on a bi-weekly basis and Ms. Reddy shall receive a bi-weekly paycheck during the course of this Agreement.

EXHIBIT 4

Dr. Steven Adamowski Employment Agreement

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter the "Agreement") is entered into this 25th day of July, 2011, between the Connecticut State Board of Education (hereinafter "CSBE") through the Connecticut State Department of Education (hereinafter "CSDE"), the State Education Resource Center (hereinafter "SERC"), and Dr. Steven Adamowski (hereinafter "Dr. Adamowski").

Witness That:

WHEREAS, pursuant to section 138 of Public Act 11-61, the CSBE must assign a Special Master to administer the educational operations for the town of Windham to assist the Windham School District (hereinafter "the District") in making adequate yearly progress for whole district performance in both reading and mathematics as stated in the No Child Left Behind Act, P.L. 107-110 (hereinafter "NCLB");

WHEREAS, the CSBE, pursuant to its statutory authority, may choose to provide assistance and intervention to other school districts in the future;

WHEREAS, the Commissioner of Education (hereinafter "Commissioner"), as directed by the CSBE, selected Dr. Adamowski to serve as the Special Master to provide the services identified in the attached Schedule A below. Dr. Adamowski may be assigned a role in other districts at the Commissioner's discretion;

WHEREAS, CSBE and SERC wish to purchase the services from Dr. Adamowski, and Dr. Adamowski desires to provide the services to CSBE through SERC; and

WHEREAS, CSBE, SERC, and Dr. Adamowski do each desire to set forth the terms and conditions pursuant to which Dr. Adamowski will provide services, and SERC will purchase the services on behalf of CSBE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSBE, SERC, and Dr. Adamowski do hereby agree as follows:

1. Duties, Term, and Compensation. Dr. Adamowski's duties, term of engagement, compensation, and salary are set forth in the attached Schedule A. SERC shall ensure that regular, bi-weekly payment of salary will be made by SERC to Dr. Adamowski effective as of his starting date of August 15, 2011. Total annual payment, and the total payments over the course of the entire Agreement, will not exceed the amounts as provided for in Schedule A. The CSBE shall reimburse SERC through SERC's fiscal fiduciary for salary payment, SERC administrative costs, and other costs related to benefits, as detailed below.

2. Written Reports and Presentations. Dr. Adamowski shall provide plans, recommendations and progress reports to CSBE on a regular basis as reasonably directed by the Commissioner. Dr. Adamowski shall also provide final annual results reports, the format of which shall be determined by the Commissioner. Dr. Adamowski shall provide such final annual results reports at the conclusion of each school year as well as at the conclusion of the Dr. Adamowski's service. Final annual results

reports as well as the project plans and progress reports shall be in such form and set forth such information and data as is reasonably requested by the Commissioner. Dr. Adamowski will also prepare and present an update to the CSBE on an annual basis. The content of the CSBE presentation will be discussed and planned with the Commissioner beforehand. Dr. Adamowski agrees to provide additional updates to the CSBE upon request of the Commissioner.

3. Confidentiality. Dr. Adamowski acknowledges that during the engagement, he may have access to and become acquainted with various private and confidential student information, policies, protocols, rationales, strategies, trade secrets, innovations, processes, information, records, and specifications owned, licensed or used by the District or by another school district identified for intervention, CSBE, the State of Connecticut, and/or SERC in connection with the operation of business including, without limitation, district/agency business and product processes, methods, student or personnel lists, accounts, and procedures. Dr. Adamowski agrees that he will not disclose any of the aforementioned, directly or indirectly, or use any such information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CSBE and SERC as required by law. All files, records, documents, blueprints, specifications, information, letters, notes, lists, original artwork/creative, notebooks, and similar items relating to the business of the District, CSBE, and/or SERC whether prepared by Dr. Adamowski or otherwise coming into his possession, shall remain the exclusive property of the District, CSBE, and/or SERC. Dr. Adamowski shall not retain any copies of the foregoing without prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by CSBE and/or SERC, Dr. Adamowski shall immediately deliver all such files, records, documents, specifications, information, and other items in his possession or under his control. Dr. Adamowski shall at all times preserve the confidential nature of his relationship to the District, CSBE, and SERC and of the services described hereunder and shall not disclose or make use of any confidential information upon termination of this Agreement.

Dr. Adamowski understands and agrees that he will use information provided to him by the District, CSBE, and/or SERC solely for the purpose of fulfilling his obligations pursuant to this Agreement and understands and agrees that he may have access to confidential student information as defined by the Family Education Rights and Protection Act, 20 U.S.C. Section 1232g (FERPA). Dr. Adamowski understands and agrees that he will comply with the requirements of FERPA and any other state or federal law concerning the disclosure of confidential information and that any violation of such statutes may result in the immediate termination of this Agreement.

If Dr. Adamowski publishes any works concerning research or practice related to the Special Master model of state intervention and the results derived therefrom, he agrees to obtain written approval from the Commissioner prior to such publication.

4. Conflicts of Interest; Non-hire Provision. Dr. Adamowski represents that he is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Dr. Adamowski and any third party. Further, Dr. Adamowski, in rendering duties, shall not utilize any discovery, development, improvement, innovation, or trade secret in which he does not have a proprietary interest. During the term of this Agreement, Dr. Adamowski shall make best efforts to perform the required duties in a timely and productive manner. Dr. Adamowski cannot perform services for other districts, agencies, or parties while performing the services pursuant to this Agreement, except as set forth herein. Dr. Adamowski may continue to teach one course per semester in a Connecticut

institution of higher education beginning in the Spring 2012 semester as long as such engagement does not unreasonably interfere with his responsibilities under this Agreement. For a period of six months following the termination of this Agreement Dr. Adamowski shall neither directly or indirectly hire, solicit, or encourage anyone to leave the District's or SERC's employment, nor hire any such employee, consultant, or contractor who has left the District's or SERC's employment or contractual engagement within one year of such employment or engagement.

5. Merger. This Agreement shall not be terminated by the merger or consolidation of CSBE or SERC with any other agency or entity.

6. Termination. The parties may terminate this Agreement at any time with sixty (60) calendar day's written notice consistent with the provisions set forth in "Notices." Notwithstanding the above, the CSBE and SERC reserve the right to terminate without notice for Cause (see below for the definition of "Cause").

(A) If the CSBE and SERC terminate Dr. Adamowski's employment as a result of his death or his disability or for Cause, the CSBE and SERC will pay Dr. Adamowski's accrued salary, benefits and vacation, including the then unused accrued vacation, up to and including the date of termination. Thereafter, the CSBE and SERC will have no further obligations to Dr. Adamowski under this Agreement. For purposes of this Agreement, "Cause" is defined as: (1) Dr. Adamowski's misconduct, malfeasance, or negligence relative to his duties or the CSBE's and SERC's business; (2) Dr. Adamowski's failure or refusal to perform the services required or as requested by the CSBE or SERC, or Dr. Adamowski's refusal to carry out or perform proper directions or instructions from the Commissioner; (3) Dr. Adamowski's conviction of a crime that either results in a sentence of imprisonment or involves criminal activity; or (4) any conduct constituting "Cause" under applicable law.

(B) If the CSBE or SERC terminates Dr. Adamowski's employment without Cause, the CSBE through SERC will pay to Dr. Adamowski his accrued salary and vacation, including the then unused accrued vacation, up to and including the date of termination. Such payment shall be made to Dr. Adamowski as soon as administratively practicable after the termination of his employment without Cause, but no later than one month after the last day of the calendar year in which his employment is so terminated. It is expressly understood that the CSBE's as well as SERC's payment obligations under this section shall cease in the event Dr. Adamowski materially breaches any of the agreements in this Agreement. Notwithstanding anything herein to the contrary, neither the CSBE nor SERC shall be obligated to make any payment under this section unless (i) prior to the sixtieth (60th) day following the termination without Cause, Dr. Adamowski executes a release of all current or future claims, known or unknown, arising on or before the date of the release, against the CSBE and SERC and its subsidiaries and the directors, officers, employees, and affiliates of either of them, in a form approved by the CSBE and SERC, and (ii) any applicable revocation period has expired during such sixty day period without Dr. Adamowski revoking such release. Each payment under this section shall be considered a separate payment and not one of a series of payments for purposes of Section 409A of the Internal Revenue Code of 1986, as amended. Any payment payable pursuant to this section that is not made following his termination without Cause because Dr. Adamowski has not executed the release described herein shall be paid to him in a single lump sum on the first payroll date following the last day of any applicable

revocation period after he executes the release provided that he executes and does not revoke the release in accordance with the requirements set forth herein.

(C) If Dr. Adamowski terminates his employment, the CSBE and SERC will pay his accrued salary and vacation, including the then unused accrued vacation, up to and including the date of termination. Thereafter, the CSBE and SERC will have no further obligations to Dr. Adamowski under this Agreement. Dr. Adamowski may resign upon not less than sixty (60) calendar day's prior written notice to the CSBE and SERC as previously mentioned, for any reason or no reason.

7. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

8. Choice of Law. The laws of the state of Connecticut shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

9. Dispute Resolution.

A. Claims Against SERC. Any controversy, claim, or counterclaim arising out of the terms of this Agreement or its interpretation with respect to SERC shall be resolved in Connecticut by binding arbitration under this Arbitration section and the then-current Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held in the SERC corporate offices in Middletown, CT. The arbitration will be conducted by a sole arbitrator who is knowledgeable with respect to the education profession and is an attorney. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the Agreement.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees which are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

B. Claims Against the State. Dr. Adamowski and SERC agree that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes ("Claims Against the State"). Dr. Adamowski and SERC further agree not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, Chapter 53 proceedings.

10. Headings. Section headings are parts of this Agreement but are not intended to be a full and accurate description of the contents hereof.

11. Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

12. Assignment. Dr. Adamowski shall not expand his responsibilities, assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Commissioner.

13. Severability. The provisions of this Agreement are independent of each other, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

14. Notices. Any notice permitted or required under this Agreement shall be made in writing and shall be served by personal service, by electronic delivery, or by certified or registered U.S. mail, postage prepaid, to the addresses given below:

If to the Special Master: Steven Adamowski, Ph.D., [REDACTED]

If to SERC: State Education Resource Center, 25 Industrial Park Road, Middletown, CT 06457.
Attn: Marianne Kirner, Ph.D., Executive Director.

If to the CSBE: Commissioner of Education, 165 Capitol Avenue, Hartford, CT 06106.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

15. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

16. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

17. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

18. Conditions. In the performance of the services hereunder, Dr. Adamowski shall comply with all applicable federal and state laws.

19. Agreements Incorporated by Reference. The Duties, Term, and Compensation schedule is attached hereto as Schedule A.

20. Usage Rights. The copyright and ownership of all work products created and contracted for in this Agreement will belong to CSBE and/or SERC. This language shall displace and supersede any conflicting copyright and ownership language.

21. Supervision. The CSDE through the CSBE will have the primary supervisory authority under this Agreement. The Commissioner through the CSBE will be the party primarily responsible regarding accountability as to the performance of Dr. Adamowski. Dr. Adamowski's position expectations, performance measures, levels of accountability, as well as other key pieces of supervision and job performance, will be overseen by the Commissioner. The Commissioner will be the person primarily responsible for overseeing Dr. Adamowski because Dr. Adamowski will be the agent of the CSBE. The Executive Director of SERC will be solely responsible for overseeing Dr. Adamowski's administrative functions related to salary and benefits as set forth herein because Dr. Adamowski will be an employee of SERC.

22. Professional and General Liability Coverage. SERC will secure professional and general liability coverage for the duration of Dr. Adamowski's employment at SERC. Professional liability coverage and general business liability coverage shall be in place before August 15, 2011. The CSBE shall reimburse SERC for the cost of premiums for all such coverage. The professional and general business policies must provide coverage that holds Dr. Adamowski harmless from any claims filed against him in the performance of his duties on behalf of the CSBE.

23. Benefits. Dr. Adamowski will be allowed access to the same benefits as stated in the SERC Employee Handbook that other eligible SERC employees are offered, except as otherwise modified herein. Dr. Adamowski will receive 25 days of accrued vacation time per fiscal year. Dr. Adamowski will receive 15 days of paid sick time per fiscal year. Dr. Adamowski will also be eligible for 3 days of paid personal time per fiscal year. Also, Dr. Adamowski will be eligible to continue membership in the Connecticut Teachers' Retirement System. Dr. Adamowski shall have access to the SERC Employee Handbook to reference any of the aforementioned benefits and any applicable parameters regarding said benefits.

With regard to life and disability insurance, Dr. Adamowski will keep his present life insurance policy and disability insurance policy. SERC will pay the insurance premiums not to exceed \$3,900.00 per year. The CSBE will provide SERC with up to \$3,900.00 total per year for such sum paid to Dr. Adamowski toward his present life and disability insurance coverage. Any payouts to Dr. Adamowski for premiums on such insurance will be on an annual basis. In the event that Dr. Adamowski's life and/or disability insurance policies are cancelled, he may participate in SERC's life insurance plan or disability insurance plan, and the CSBE will reimburse SERC for his premium(s). In the event that Dr. Adamowski elects not to participate in either policy, the CSBE will not provide any such reimbursement.

24. Health Benefits. Dr. Adamowski and his spouse will be able to access medical and dental benefits through SERC. Such benefits shall consist of the same medical and dental benefits packages offered to all SERC employees. The CSBE shall provide SERC the necessary medical and dental premiums on a bi-weekly basis for both Dr. Adamowski and his spouse to the fiscal fiduciary of SERC.

25. Travel Expense Reimbursement. Dr. Adamowski will adhere to and submit for all travel expenses incurred as per SERC policy as an employee of SERC.

26. Equipment. The CSBE shall provide Dr. Adamowski with the following:

- An office located at the CSDE in Hartford with administrative support;
- Data acquisition, management, and analysis support; and
- Access to the CSDE staff and resources.

SERC will be responsible for supplying the following equipment: a Blackberry with cell phone service and email, and a laptop computer. In addition, SERC will contract with outside sources for the maintenance of any such technology-related job tool(s). SERC shall provide other technology-related job tools or services upon approval of the Commissioner. The CSBE shall reimburse SERC for the reasonable cost of all such equipment and/or services.

27. Equitable Remedies. The services to be rendered by Dr. Adamowski and the confidential information entrusted to Dr. Adamowski as a result of his employment with SERC is of a unique and special character, and any breach of section 3 (“Confidentiality”) will cause SERC immediate and irreparable injury and damage, for which monetary relief would be inadequate or difficult to quantify. SERC will be entitled to, in addition to other remedies available, injunctive relief and specific performance to prevent a breach and to secure the enforcement of section 3. Injunctive relief may be granted immediately upon the commencement of any such action.

28. Time Records. Dr. Adamowski will adhere to and submit regular time records as per SERC policy as an employee of SERC.

IN WITNESS WHEREOF the undersigned have memorialized this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals, however original signatures are preferred.

Please sign, make a copy for your records, and return the original signature page to SERC within seven (7) calendar days of receipt. Please mail the signature page to SERC to the attention of Alfred P. Bruno, Esq.

Both parties have read, understand, and fully agree with all terms and execute this contract as set forth below:

Special Master

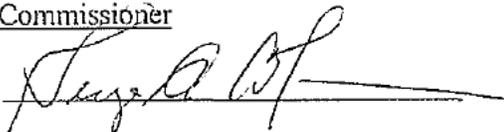
By: Steven Adamowski, Ph.D.

Signature: 

Connecticut State Board of Education

By: George A. Coleman

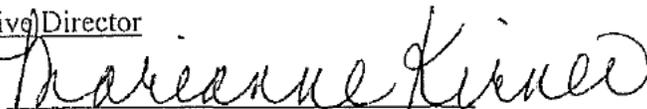
Its Acting Commissioner

Signature: 

SERC

By: Marianne Kirner, Ph.D.

Its Executive Director

Signature: 

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES SUMMARY:

Public Act 11-61, section 138(a) defines the duties and responsibilities of the Special Master (hereinafter “SM”). Pursuant to this Act, the CSBE has authorized the Commissioner to assign a SM to administer the educational operations for the town of Windham to assist the school district in making adequate yearly progress for whole district performance in both reading and mathematics as stated in the No Child Left Behind Act, P.L. 107-110 (hereinafter “NCLB”). A brief summary of the SM’s duties as stated in section 138(a) follows:

- The SM shall collaborate with the Windham Board of Education and Superintendent to implement the district’s improvement plan provisions as developed under C.G.S. sec. 10-223e, the state-wide education accountability law;
- The SM shall manage and allocate any district federal, state, and local education funds; and
- The SM shall regularly report to the CSBE and the Commissioner as to the progress of implementing the district improvement plan and the effectiveness of the Windham Board of Education and Superintendent.

In addition, the SM shall be subject to the assignment of the Commissioner to assist and intervene in other districts under C.G.S. sec. 10-223e and other current and future legislation that defines the authority of the CSBE to intervene in low-performing school districts.

Public Act 11-61, sec. 138(a) transfers the powers of the CSBE to the SM (and references C.G.S. section 10-223e(c)(2)(A),(C),(D),(E),(F),(H),(I),(J),(L) and (M)). Sec. 10-223e(c)(2) states, “The CSBE shall take any of the following actions to improve student performance and remove the school or district from the list of schools or districts designated and listed as a low achieving school or district.” The SM thus has the power to, and shall do, the following as per the aforementioned statute:

- Require an operations audit to identify possible programmatic savings and an instructional audit to identify any deficits in curriculum, instruction, or the school or district learning environment;
- Provide incentives to attract highly qualified teachers and principals;
- Direct the transfer and assignment of teachers and principals;
- Require additional training and technical assistance to families, teachers, principals, and central office staff;
- Require the local board of education to implement model curriculum, including, but not limited to, recommended textbooks, materials, and supplies approved by the CSDE;
- Direct the local board of education to develop and implement a plan addressing deficits in achievement and in the learning environment as recommended in the instructional audit;
- Assign a technical assistance team to guide school or district initiatives and report progress to the Commissioner;
- Establish instructional and learning benchmarks for the district to meet as its progress toward removal from the list of low achieving schools and districts;
- Direct the establishment of learning academies within schools that require continuous monitoring of student performance by teacher groups; and

- Require the board of education to (i) undergo training to improve its operation efficiency and effectiveness as leaders of the districts' improvement plans, and (ii) submit an annual action plan to the Commissioner outlining how, when, and in what manner effectiveness will be monitored.

Public Act. 11-61, sec. 138(b) expressly allows the SM (and the CSBE) access to all district records, facilities, communications and meetings, including, but not limited to, local board of education executive sessions. The SM is expected to regularly take advantage of such access, as necessary.

TERM:

The SM shall begin performance on August 15, 2011.* The Agreement term shall be from August 15, 2011 to August 14, 2013. This Agreement may only be extended beyond August 14, 2013 for this appointed SM in writing and by mutual agreement of CSBE and SERC unless terminated earlier by operation of and in accordance with this Agreement.

*The SM agrees to make himself available to carry out the related duties of the SM if requested by CSBE or SERC prior to August 15, 2011. The SM shall be compensated on a per diem basis for such services at the rate of \$974.00 per day. For assignments of less than a four (4) hour period, the SM shall be compensated at an hourly rate of \$130.00 per hour. He shall not be eligible for any additional benefits as outlined herein until August 15, 2011. The SM shall submit to SERC timesheets for any per diem days worked on a weekly basis.

It should be noted that **Public Act 11-61, sec. 138(a)** states that the SM shall serve for a period not to exceed one school year following the school year that Windham makes adequate yearly progress as defined under NCLB for whole district performance in both reading and mathematics. The application of the sec. 138(a) condition as to the SM serving for "a period not to exceed one school year following the school year that Windham makes adequate yearly progress" therefore can only be determined at some point in the future and does not alter the two year term of this Agreement for this SM. Once the two year term expires, this Agreement will either be extended by the CSBE and SERC, or it will end. Neither CSBE nor SERC will be under any obligation to offer the SM a position of any kind beyond the Agreement term.

SALARY:

As compensation for the services rendered pursuant to this Agreement, SM shall be paid by SERC a total of **\$225,000.00** annually. Payments shall be made as stated in the Payment Schedule below. CSBE and SERC reserve the right to reduce or withhold payment based upon SM's failure to perform any assigned tasks in a timely and/or satisfactory manner. The total salary value of this Agreement shall not exceed Four Hundred Fifty Thousand Dollars (**\$450,000.00**), excluding any per diem expenses incurred between the execution of this Agreement and August 14, 2011.

PAYMENT SCHEDULE:

SERC shall provide payment on a bi-weekly basis and the SM shall receive a bi-weekly paycheck during the course of this Agreement.

EXHIBIT 5
LEEDS Contract

MASTER AGREEMENT

This Master Agreement (hereinafter the "Agreement"), effective as of the 5th day of January, 2012, is hereby memorialized this 26th day of January, 2012, between Leeds Global Partners, L.L.C., 350 Park Avenue, New York, NY 10022 (hereinafter "LEEDS"), the State Education Resource Center, 25 Industrial Park Road, Middletown, CT 06457 (hereinafter "SERC") and the Connecticut State Department of Education, 165 Capitol Avenue, Hartford, CT 06106 (hereinafter "CSDE").

Witness That:

WHEREAS, CSDE selected LEEDS to provide the services identified in the attached Schedule A;

WHEREAS, SERC, on behalf of CSDE, wishes to purchase the services from LEEDS and LEEDS desires to provide the services to CSDE;

WHEREAS, LEEDS agrees to exercise due professional care, skill, and diligence in discharging the duties agreed upon herein;

WHEREAS, all listed Parties have legal capacity to enter into this Agreement; and

WHEREAS, CSDE, SERC, and LEEDS do each desire to set forth the terms and conditions pursuant to which LEEDS will provide services, and SERC will purchase the services on behalf of CSDE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Duties, Term, and Compensation. LEEDS' duties, term of engagement, compensation, and provisions for payment are set forth in the attached Schedule A. SERC shall ensure that payment will be made by SERC to LEEDS within twenty-one (21) calendar days of the receipt of an invoice, effective as of the date of execution of this Agreement, with any and all required documentation attached. Payment may not exceed the amounts as provided in Schedule A.

2. Written Reports. CSDE requests that service plans and progress reports be provided by LEEDS as directed below. A final results report may also be requested by CSDE and thereafter become due at the conclusion of the project. Any such final results report shall set forth such information and data as is reasonably requested by CSDE. LEEDS must at all times keep CSDE properly informed of all aspects of the progress as well as performance of the services.

3. Confidentiality. LEEDS acknowledges that during the engagement, its employees may have

access to and become acquainted with various private and confidential student information, policies, protocols, rationales, strategies, trade secrets, innovations, processes, information, records, and specifications owned or licensed by CSDE or SERC and/or used by CSDE or SERC in connection with the operation of business including, without limitation, agency business and product processes, methods, student or personnel lists, accounts, and procedures. LEEDS agrees that it will not disclose any of the aforementioned, directly or indirectly, or use any such information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CSDE and SERC. All files, records, documents, blueprints, specifications, information, letters, notes, lists, original artwork/creative, notebooks, and similar items relating to the business of CSDE and SERC, whether prepared by LEEDS or otherwise coming into its possession, shall remain the exclusive property of CSDE and/or SERC. LEEDS shall not retain any copies of the foregoing without prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by CSDE or SERC, LEEDS shall immediately deliver all such files, records, documents, specifications, information, and other items in its possession or under its control. LEEDS shall at all times preserve the confidential nature of its relationship to CSDE and SERC of the services hereunder.

Each Party will protect the confidentiality of the other Party's confidential information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. Each Party will restrict access to the confidential information to those of its personnel and subcontractors engaged in the performance, management, receipt, or use of the services under this Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement.

LEEDS understands and agrees that it will use information provided by CSDE and/or SERC solely for the purpose of fulfilling its obligations pursuant to this Agreement and understands and agrees that it shall not have access to any confidential student information as defined by the Family Education Rights and Protection Act, 20 U.S.C. Section 1232g (FERPA). LEEDS understands and agrees that any violation of FERPA shall result in the immediate termination of this Agreement.

4. Conflicts of Interest; Non-hire Provision. LEEDS represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between LEEDS and any third party. Further, LEEDS, in rendering duties, shall not utilize any discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest. During the term of this Agreement, LEEDS shall make best efforts to perform the required duties in a timely and productive manner. LEEDS is expressly free to perform services for other parties while performing services for CSDE. For a period of six months following any termination, LEEDS shall not, directly or indirectly, hire, solicit, or encourage to leave CSDE's or SERC's employment, any employee, consultant, or contractor of CSDE or SERC or hire any

such employee, consultant, or contractor who has left CSDE's or SERC's employment or contractual engagement within six months of such employment or engagement.

5. Indemnification. LEEDS hereby assumes all responsibility and liability, and agrees to indemnify and save harmless CSDE and SERC from and against any and all loss, expense, damage or injury whatsoever, including but not limited to attorney's fees, for any and all damage or injury of any kind, name or nature to all persons, including third parties and for all personal and/or property damage when such personal and/or property damage is caused by, results from, arises out of, or occurs in connection with any act or failure to act of LEEDS in connection with LEEDS' performance under this Agreement.

6. Merger. This Agreement shall not be terminated by the merger or consolidation of CSDE or SERC into or with any other entity.

7. Termination. LEEDS and CSDE reserve the right to terminate this agreement at any time with fourteen (14) calendar days' written notice consistent with the provisions set forth herein. Upon termination pursuant to this paragraph, LEEDS shall be entitled to payment of fees and any reasonable expenses in such amount as shall compensate LEEDS for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement.

8. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

9. Choice of Law. The laws of the State of Connecticut shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

10. Arbitration.

A. Claims against SERC. Any controversy, claim, or counterclaim arising out of the terms of this Agreement or its interpretation shall be resolved in Connecticut by binding arbitration under this Arbitration section and the then-current Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held in the SERC corporate offices in Middletown, CT. The arbitration will be conducted by a panel of three (3) total arbitrators who are knowledgeable with respect to the education profession and of whom a minimum of 2 of the 3 arbitrator panel members must be practicing attorneys. LEEDS shall select one (1) arbitrator, SERC will select one (1) arbitrator, and LEEDS and SERC will agree upon and select one (1) arbitrator together. The arbitrator panel's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator panel will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the Agreement.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrators will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator panel will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

B. Claims Against CSDE/the State. LEEDS agrees that the sole and exclusive means for the presentation of any claim against CSDE/the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes ("Claims Against the State"). LEEDS further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, Chapter 53 proceedings.

11. Headings. Section headings are parts of this Agreement but are not intended to be a full and accurate description of the contents hereof.

12. Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13. Assignment. LEEDS shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of CSDE and written notice to the SERC Executive Director.

14. Severability. The provisions of this Agreement are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

15. Notices. Any notice permitted or required under this Agreement shall be made in writing and shall be served by personal service, by confirmed electronic delivery, or by certified or registered U.S. mail, postage prepaid, to the addresses given below:

If to LEEDS: Leeds Global Partners, L.L.C., 350 Park Avenue, New York, NY 10022.
Attn: Peter A. Lyons, CFO

If to SERC: State Education Resource Center, 25 Industrial Park Road, Middletown, CT 06457. Attn: Marianne Kirner, Executive Director

If to CSDE: Commissioner of Education, 165 Capitol Avenue, Hartford, CT 06106.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein.

16. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

19. Conditions. In the performance of the services hereunder, LEEDS shall comply with all applicable federal and state laws.

20. Agreements Incorporated by Reference. The Duties, Term, and Compensation schedule are attached hereto as Schedule A.

21. Usage Rights. The copyright and ownership of all work products created and contracted for in this Agreement will belong to CSDE. This language shall displace and supersede any conflicting copyright and ownership language.

22. Independent Contractor. Subject to the terms and conditions of this Agreement, CSDE and SERC hereby engage LEEDS as an independent contractor to perform the services set forth herein, and LEEDS hereby accepts such engagement. This Agreement shall not render any LEEDS representative an employee, partner, agent of, or joint venturer with CSDE or SERC for any purpose. LEEDS is, and will remain, an independent contractor. Neither CSDE nor SERC shall be responsible for withholding taxes with respect to any LEEDS representative's compensation hereunder. LEEDS shall have no claim against CSDE or SERC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Please sign, make a copy for your records, and return the original signature page to SERC within seven (7) calendar days of receipt and mail the signature page to SERC to the attention of Alfred P. Bruno, Esq., 25 Industrial Park Road, Middletown, CT 06457.

Both parties have read, understand, and fully agree with all terms and execute this contract as set forth below:

Leeds Global Partners, L.L.C. (LEEDS)

By: Peter A. Lyons

Its CFO

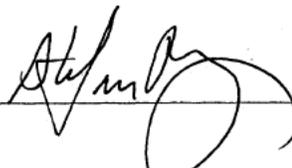
Signature: 

Federal TIN: 

Connecticut State Department of Education (CSDE)

By: Stefan Pryor

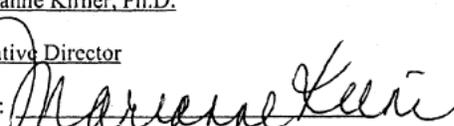
Its Commissioner

Signature: 

State Education Resource Center (SERC)

By: Marianne Kirner, Ph.D.

Its Executive Director

Signature: 

SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES:

LEEDS will assist CSDE and the Connecticut Commissioner of Education with the launch of the Commissioner's new administration during an initial transition period. CSDE will assign support staff or make relevant staff available as required to work with LEEDS on providing the agreed-upon services. CSDE will develop appropriate mechanisms to provide LEEDS with the necessary authority or access to carry out its services. CSDE agrees to assist LEEDS with all reasonable requests by LEEDS related to the project, including but not limited to meeting with CSDE leaders, staff, and other transition consultants, advisors, and volunteers.

LEEDS will assist CSDE in its efforts to reorganize CSDE and create state policies and procedures that promote student achievement in Connecticut. LEEDS will exercise due professional care, skill, and diligence in the performance of the services under this Agreement and carry out all of its responsibilities/obligations in accordance with international professional standards.

LEEDS must comply with all reasonable instructions and directions that are given to it by CSDE within the scope of the terms of this Agreement. LEEDS must advise CSDE as soon as possible upon it becoming reasonably likely that the services will not be delivered as contemplated herein, giving reasons therefor, and advise CSDE on measures to mitigate where possible against such delays.

When working at CSDE's premises, LEEDS personnel will comply with such rules, regulations, and requirements (including those relating to access and security arrangements), of which LEEDS has previously been notified, as are in force from time to time for the conduct of personnel when at those premises.

LEEDS will provide all services as identified in this Agreement by the indicated dates. LEEDS representatives will report directly to the designated CSDE representative(s) in connection with the performance of the described duties and shall fulfill any other duties reasonably requested by CSDE and agreed to by LEEDS.

Scope of Services

LEEDS will assist CSDE and the Commissioner of Education as he delivers on his mandate for change and educational excellence. LEEDS will provide advisory services and work product over the term of this Agreement in the areas of: strategic planning; communications and outreach; policy research, development, and implementation; and departmental re-organization.

Specifically:

- LEEDS will assist with the development of a legislative strategy and package, including activities to engage key stakeholders whose support may be necessary for the passage of such legislation;
- LEEDS will assist in the analysis of collective bargaining agreements, within and outside of Connecticut, and produce recommendations on how innovative collective bargaining practices and agreements can be incorporated into the Commissioner's strategy to improve low-performing schools and districts;
- LEEDS will assist in resolving ad-hoc and high-level issues that come to the attention of the Commissioner and are assigned to LEEDS; and
- LEEDS will provide regular briefings to the Commissioner (or his designee), in-person or by other form of communication, regarding work completed in these areas.

Staffing and Location of Services

Mr. Jonathan Gyurko, LEEDS Senior Vice President for Policy and Strategic Planning, will lead this project with the support of other LEEDS professionals. In the event that CSDE/the Commissioner of Education request additional services and deliverables above and beyond that which can reasonably be supplied by Mr. Gyurko as supported by other LEEDS professionals (e.g., work that would require additional staff on a per diem, part-time, or full-time basis), specific deliverables and additional fees will be agreed to by CSDE/the Commissioner and LEEDS.

Work associated with this project will occur at CSDE offices in Hartford, CT, and at LEEDS' primary offices in New York, NY, or at other locations as required. During the term of the Agreement, Mr. Gyurko will spend approximately two (2) to three (3) days a week at CSDE Offices in Hartford, CT or other locations as necessary.

TERM:

This engagement shall run from January 5, 2012 and shall continue in full force and effect until March 31, 2012 unless terminated.

COMPENSATION:

As compensation for the services rendered pursuant to this Agreement, LEEDS shall be paid a total of not more than the fixed-fee of **\$195,000.00** for all work performed. The fixed-fee of **\$195,000.00** includes *all* project expenses (airfare, hotels, and any other necessary expenses) as well as professional services.

CSDE through SERC shall pay to LEEDS the aforementioned fixed-fee in three installments:

- Upon the signing of this Agreement by LEEDS and all funding for this project is secured by SERC from CSDE, LEEDS will thereafter receive an initial payment of **\$125,000.00**.

The remaining balance of the above-mentioned total compensation amount will be made to LEEDS on or about the following dates:

- February 29, 2012: **\$35,000.00** (payment two)
- March 31, 2012: **\$35,000.00** (final payment/payment three)

Payments to LEEDS will be made upon the completion of all responsibilities and acceptance by CSDE. In addition, all necessary documentation for payment is to be provided to CSDE and SERC as to time allocated to all tasks. CSDE reserves the right to reduce or withhold payment based upon any failure to perform the assigned tasks by LEEDS in a timely and/or satisfactory manner as determined by CSDE.

The total value of this Agreement shall not exceed One Hundred Ninety Five Thousand Dollars (**\$195,000.00**).

EXHIBIT 6
Education First Contract

MASTER AGREEMENT

This Master Agreement (hereinafter the "Agreement"), effective as of the 1st day of December, 2011, is hereby memorialized this 17th day of January 2012, between Education First Consulting, P.O. Box 22871, Seattle, WA 98122-0871 (hereinafter "EDUCATION FIRST"), the State Education Resource Center, 25 Industrial Park Road, Middletown, CT 06457 (hereinafter "SERC") and the Connecticut State Department of Education, 165 Capitol Avenue, Hartford, CT 06106 (hereinafter "CSDE"). SERC enters into this Agreement on behalf of CSDE.

Witness That:

WHEREAS, CSDE selected EDUCATION FIRST to provide the services identified in the attached Schedule A; and

WHEREAS, SERC, on behalf of CSDE, wishes to purchase the services from EDUCATION FIRST, and EDUCATION FIRST desires to provide the services to CSDE; and

WHEREAS, CSDE, SERC, and EDUCATION FIRST do each desire to set forth the terms and conditions pursuant to which EDUCATION FIRST will provide services, and SERC will purchase the services on behalf of CSDE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Duties, Term, and Compensation. EDUCATION FIRST's duties, term of engagement, compensation, and provisions for payment are set forth in the attached Schedule A. SERC shall ensure that payment will be made by SERC to EDUCATION FIRST within twenty one (21) calendar days of the receipt of an invoice, effective as of the date of execution of this Agreement, with any and all required documentation attached. Payment may not exceed the amounts as provided in Schedule A.

2. Written Reports. CSDE requests that service plans and progress reports be provided by EDUCATION FIRST as directed below. A final results report may also be requested by CSDE and thereafter become due at the conclusion of the project. Any such final results report shall set forth such information and data as is reasonably requested by CSDE.

3. Confidentiality. EDUCATION FIRST acknowledges that during the engagement, its employees may have access to and become acquainted with various private and confidential student information, policies, protocols, rationales, strategies, trade secrets, innovations, processes, information, records, and specifications owned or licensed by CSDE or SERC and/or used by CSDE or SERC in connection with the operation of business including, without

limitation, agency business and product processes, methods, student or personnel lists, accounts, and procedures. EDUCATION FIRST agrees that it will not disclose any of the aforementioned, directly or indirectly, or use any such information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with CSDE and SERC. All files, records, documents, blueprints, specifications, information, letters, notes, lists, original artwork/creative, notebooks, and similar items relating to the business of CSDE and SERC whether prepared by EDUCATION FIRST or otherwise coming into its possession, shall remain the exclusive property of CSDE and/or SERC. EDUCATION FIRST shall not retain any copies of the foregoing without prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by CSDE or SERC, EDUCATION FIRST shall immediately deliver all such files, records, documents, specifications, information, and other items in its possession or under its control. EDUCATION FIRST shall at all times preserve the confidential nature of its relationship to CSDE and SERC of the services hereunder.

EDUCATION FIRST understands and agrees that it will use information provided by CSDE and/or SERC solely for the purpose of fulfilling its obligations pursuant to this Agreement and understands and agrees that it shall not have access to any confidential student information as defined by the Family Education Rights and Protection Act, 20 U.S.C. Section 1232g (FERPA). EDUCATION FIRST understands and agrees that any violation of FERPA shall result in the immediate termination of this Agreement.

4. Conflicts of Interest; Non-hire Provision. EDUCATION FIRST represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between EDUCATION FIRST and any third party. Further, EDUCATION FIRST, in rendering duties, shall not utilize any discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest. During the term of this Agreement, EDUCATION FIRST shall make best efforts to perform the required duties in a timely and productive manner. EDUCATION FIRST is expressly free to perform services for other parties while performing services for CSDE. For a period of six months following any termination, EDUCATION FIRST shall not, directly or indirectly hire, solicit, or encourage to leave CSDE's or SERC's employment, any employee, consultant, or contractor of CSDE or SERC or hire any such employee, consultant, or contractor who has left CSDE's or SERC's employment or contractual engagement within six months of such employment or engagement.

5. Indemnification. EDUCATION FIRST hereby assumes all responsibility and liability, and agrees to indemnify and save harmless CSDE and SERC from and against any and all loss, expense, damage or injury whatsoever, including but not limited to attorney's fees, for any and all damage or injury of any kind, name or nature to all persons, including third parties and for all personal and/or property damage when such personal and/or property damage is caused by,

results from, arises out of, or occurs in connection with any act or failure to act of EDUCATION FIRST in connection with EDUCATION FIRST's performance under this Agreement.

6. Merger. This Agreement shall not be terminated by the merger or consolidation of CSDE or SERC into or with any other entity.

7. Termination. EDUCATION FIRST and CSDE reserve the right to terminate this agreement at any time with fourteen (14) calendar days' written notice consistent with the provisions set forth herein. Upon termination pursuant to this paragraph, EDUCATION FIRST shall be entitled to payment of such amount as shall compensate EDUCATION FIRST for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement.

8. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

9. Choice of Law. The laws of the State of Connecticut shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

10. Arbitration. Any controversy, claim, or counterclaim arising out of the terms of this Agreement or its interpretation shall be resolved in Connecticut by binding arbitration under this Arbitration section and the then-current Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held in the SERC corporate offices in Middletown, CT. The arbitration will be conducted by a panel of three (3) total arbitrators who are knowledgeable with respect to the education profession and of which a minimum of 2 of the 3 arbitrator panel members must be practicing attorneys. EDUCATION FIRST shall select one (1) arbitrator, CSDE and/or SERC will select one (1) arbitrator, and EDUCATION FIRST and CSDE and/or SERC will agree upon and select one (1) arbitrator together. The arbitrator panel's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator panel will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the Agreement.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrators will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees which are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator panel will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

11. Headings. Section headings are parts of this Agreement but are not intended to be a full and accurate description of the contents hereof.

12. Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13. Assignment. EDUCATION FIRST shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of CSDE and written notice to the SERC Executive Director.

14. Severability. The provisions of this Agreement are independent of each other, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

15. Notices. Any notice permitted or required under this Agreement shall be made in writing and shall be served by personal service, by confirmed electronic delivery, or by certified or registered U.S. mail, postage prepaid, to the addresses given below:

If to EDUCATION FIRST: EDUCATION FIRST, P.O. Box 22871, Seattle, WA 98122-0871. Attn: Jeff Morgan, COO

If to SERC: State Education Resource Center, 25 Industrial Park Road, Middletown, CT 06457. Attn: Marianne Kirner, Ph.D., Executive Director

If to the CSDE: Commissioner of Education, 165 Capitol Avenue, Hartford, CT 06106.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein.

16. Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

19. Conditions. In the performance of the services hereunder, EDUCATION FIRST shall comply with all applicable federal and state laws.

20. Agreements Incorporated by Reference. The Duties, Term, and Compensation schedule are attached hereto as Schedule A.

21. Usage Rights. The copyright and ownership of all work products created and contracted for in this Agreement will belong to CSDE. This language shall displace and supersede any conflicting copyright and ownership language.

22. Independent Contractor. Subject to the terms and conditions of this Agreement, CSDE and SERC hereby engage EDUCATION FIRST as an independent contractor to perform the services set forth herein, and EDUCATION FIRST hereby accepts such engagement. This Agreement shall not render any EDUCATION FIRST representative an employee, partner, agent of, or joint venturer with CSDE or SERC for any purpose. EDUCATION FIRST is, and will remain, an independent contractor. Neither CSDE nor SERC shall be responsible for withholding taxes with respect to any EDUCATION FIRST representative's compensation hereunder. EDUCATION FIRST shall have no claim against CSDE or SERC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

Please sign, make a copy for your records, and return the original signature page to SERC within seven (7) calendar days of receipt and mail the signature page to SERC to the attention of Alfred P. Bruno, Esq., 25 Industrial Park Road, Middletown, CT 06457.

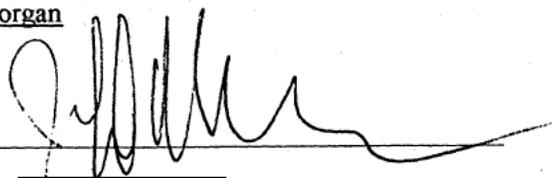
Both parties have read, understand, and fully agree with all terms and execute this contract as set forth below:

Education First Consulting, LLC

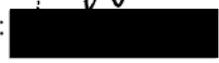
By: Jeff Morgan

Its COO

Signature: _____



Federal TIN: _____

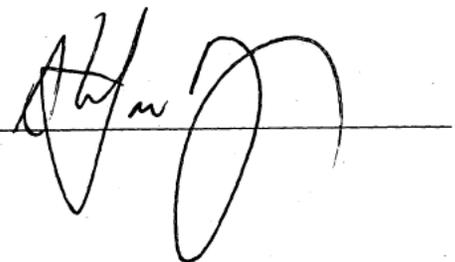


Connecticut State Department of Education

By: Stefan Pryor

Its Commissioner

Signature: _____

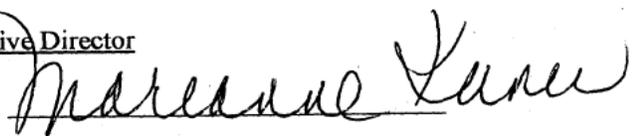


SERC

By: Marianne Kirner, Ph.D.

Its Executive Director

Signature: _____



SCHEDULE A

DUTIES, TERM, AND COMPENSATION

DUTIES: EDUCATION FIRST will:

Provide all services as identified in this Agreement by the indicated dates. EDUCATION FIRST's representative will report directly to the designated CSDE representative(s) in connection with the performance of the described duties and shall fulfill any other duties reasonably requested by CSDE and agreed to by EDUCATION FIRST.

Introduction

EDUCATION FIRST will assist the state to implement a new teacher evaluation system, produce a teacher evaluation framework that supports and retains high performing teachers, and help develop and draft human capital legislation that builds on the new evaluation system. Five tasks are listed that will be completed by EDUCATION FIRST over the term of the Agreement. Note: Phase 2 of this project is proposed from February 2012 – June 2012 but is not referenced further in this Agreement. Phase 2 will be explored by CSDE if the tasks described herein are satisfactorily performed by EDUCATION FIRST.

Great teaching drives high student performance and school districts across the country are developing new and innovative ways to ensure that they are recruiting, developing, and rewarding great teachers. The most important starting point for these reforms is developing new teacher evaluation systems based in part on student growth measures and providing supports for teachers to improve as part of a more robust evaluation process.

Connecticut is well positioned to implement a new evaluation system effectively by working collaboratively with its stakeholders. Priorities will include engaging with educators at all stages of development, communicating clearly about what reforms will accomplish, and providing supports for teachers related to evaluation results that will help them improve their teaching. EDUCATION FIRST is excited to partner with Connecticut and CSDE to develop one of the nation's most effective new evaluation systems.

The tasks and services to be provided by EDUCATION FIRST are as follows:

Task 1: Help lead Commissioner Pryor's internal teacher evaluation team and provide background research

EDUCATION FIRST will lead weekly strategy calls with the state's teacher evaluation team, including Stefan Pryor, Bill Cox, Jonathan Gyurko, Adam Goldfarb, Shana Kennedy, Marion Martinez, and additional new or current CSDE staff. EDUCATION FIRST will develop research and background materials to make the strategy calls as effective as possible, as well as develop research-based memos to aid strategic decision-making.

EDUCATION FIRST will produce an evaluation framework options memo, a teacher and principal evaluation minimum requirements options memo, and a state teacher and principal model options memo (see list of deliverables below).

Staff Time: John Luczak – Seven (7) days total; Adam Petkun – Seven (7) days total

Task 2: Assist with facilitation of PEAC meetings

EDUCATION FIRST will help facilitate three half-day Performance Evaluation Advisory Council (PEAC) meetings in December 2011 and January 2012. EDUCATION FIRST will prepare agendas and PowerPoint presentations for each PEAC meeting as well as talking points to help the Commissioner and the evaluation leadership team run the meetings.

Staff Time: John Luczak – Three (3) days total for meetings/travel and four (4) hours prep time for each meeting. Mr. Luczak will attend all three (3) meetings. Adam Petkun – One (1) day for preparation plus two (2) days total for December travel/meeting. Mr. Petkun will only attend the December meeting.

Travel costs: \$4200 total for four (4) flights and four (4) nights of accommodations/hotel.

Task 3: Stakeholder meetings (especially teacher and union outreach)

EDUCATION FIRST will work closely with Jonathan Gyurko to help build relationships with the Connecticut Education Association (CEA), American Federation of Teachers-CT, and other constituency groups (CAPSS, CABE, CAS, etc.). EDUCATION FIRST personnel will meet with Connecticut union leaders and share copies of the “Illinois: The New Leader in Education Reform” case study and Education Week commentary co-written with our state’s union leadership to demonstrate the collaborative process used to develop Illinois’ Performance Evaluation Reform Act and Senate Bill 7, which reformed tenure, dismissal, and layoff procedures. Audrey Soglin, Executive Director of the Illinois Education Association, may also join a few of these calls or meetings.

EDUCATION FIRST will attend as many stakeholder meetings as possible in person (already attended meetings on December 16 and 20; will require another series of face-to-face stakeholder meetings in January, probably the week of January 16). EDUCATION FIRST staff will join other stakeholder meetings by telephone most likely the week of January 2.

Staff Time: John Luczak – Five (5) days total plus two (2) additional flights and two (2) additional nights of accommodations/hotel.

Task 4: Help draft new human capital legislation

EDUCATION FIRST will provide background research and technical assistance to help Connecticut policymakers draft human capital legislation that tie new evaluation results to reforms in tenure, certification/licensure, layoff, dismissal, and professional development policies. Darren Reisberg, Illinois State Board of Education Deputy Superintendent and General Counsel, may be available to review draft versions of the legislation. Mr. Reisberg wrote Illinois' PERA and SB7 legislation.

Staff Time: Adam Petkun – three (3) days on background research. John Luczak – two (2) days to join planning meetings/calls and review draft legislation.

Task 5: Prepare report describing new teacher evaluation framework

EDUCATION FIRST will draft a teacher evaluation framework report that CSDE could release by the end of January 2012 in time to help build support for the introduction of human capital legislation in February 2012.

EDUCATION FIRST will draft an educator evaluation summary report and document progress made by PEAC to establish minimum guidelines for both teacher and principal evaluations and describe plans to build state teacher and principal evaluation models this spring. The report will provide legislators and policymakers with faith that evaluation development is on the right track just in time for the introduction of new human capital legislation.

Staff Time: Adam Petkun – five (5) days to write/draft. John Luczak – two (2) days to write/draft and edit. Jennifer Vranek one half (1/2) day to edit.

Deliverables (Key: x = completed)

- x CT evaluation framework options memo – Dec. 11
- x CT evaluation framework options memo revised – Dec. 15
- x PEAC Dec. 20 materials (agenda, annotated agenda, PowerPoint) – Dec. 20
- CT teacher and principal evaluation minimum requirements options memo – to be completed week of Jan. 2
- PEAC Jan. 9 materials (agenda, annotated agenda, PowerPoint) – to be completed by Jan. 9
- CT state teacher and principal model options memo – to be completed week of Jan. 16
- PEAC Jan. 24 materials (agenda, annotated agenda, PowerPoint) – to be completed by Jan. 24
- PEAC evaluation summary report and next steps – to be completed by Jan. 31

- Submit all required fiscal documentation to SERC for fiscal accountability.
- Submit all required program reporting documentation on a monthly basis to CSDE and/or SERC as appropriate.

TERM: This engagement shall run from December 1, 2011 and shall continue in full force and effect until January 31, 2012 unless terminated by CSDE.

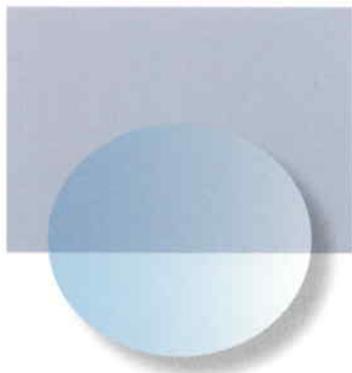
COMPENSATION: As compensation for the services rendered pursuant to this Agreement, EDUCATION FIRST shall be paid a total of not more than the fixed-fee of **\$60,000.00** for all work performed. The fixed-fee of **\$60,000.00** includes *all* project expenses (airfare, hotels, and any other necessary expenses) as well as 328 total hours of EDUCATION FIRST professional services.

Upon the signing of this Agreement by all of the listed parties and all funding is secured by SERC from CSDE, EDUCATION FIRST will thereafter receive half of the above-mentioned fixed total compensation amount (**\$30,000.00**).

The remaining balance (**\$30,000.00**) of the above-mentioned total compensation amount will be made to EDUCATION FIRST at or around February 1, 2012 upon completion of all responsibilities and acceptance by CSDE. In addition, all necessary documentation is to be provided to CSDE and SERC as to time allocated to all tasks. CSDE reserves the right to reduce or withhold payment based upon any failure to perform the assigned tasks by EDUCATION FIRST in a timely and/or satisfactory manner as determined by CSDE.

The total value of this Agreement shall not exceed Sixty Thousand Dollars (**\$60,000.00**).

EXHIBIT 7
SERC Annual Report 2009-2010



SERC

STATE EDUCATION RESOURCE CENTER

ANNUAL REPORT

2009-2010

EQUITY. EXCELLENCE. EDUCATION.



SERC, created by statute and funded in part by the Connecticut State Department of Education (CSDE), was established in 1969 as the Special Education Resource Center. In 2005, SERC became the State Education Resource Center, reflecting our belief that schools are most effective when general education and special education function as one system. To this end, SERC offers a broad array of services and programs in areas important to both general and special education.

SERC's Mission...

We provide resources, professional development, and a centralized library to educators, families, and community members in collaboration with the Connecticut State Department of Education and other public and private partners.

SERC's Vision...

EQUITY. Excellence. Education.

SERC believes that all students have the right to access opportunities and experiences that reflect and respect their differences and abilities. We are concerned that in Connecticut, educational outcomes for students of color, students who are English Language Learners, and students with disabilities continue to lag behind outcomes for other students. To help eliminate these achievement gaps, SERC addresses institutionalized racism in schools and districts and both models and facilitates equity in education.

Equity. **EXCELLENCE.** Education.

Our professional development and information dissemination are built around best practices that educators apply to their work, highlighting the 21st-century learning skills students need to achieve their life and career goals. To maintain and enhance our own knowledge base, SERC conducts ongoing staff professional development on topics at the forefront of education.

Equity. Excellence. **EDUCATION.**

We want ALL of Connecticut's children and youth to achieve positive personal and professional life outcomes through their educational experience. Since that experience extends far beyond the classroom, we help facilitate strong relationships among schools, agencies, community organizations and businesses, and families—and promote family engagement as a critical component of a child's education.

SERC

**EQUITY.
EXCELLENCE.
EDUCATION.**



SERC has long provided services on behalf of children and youth whose schools are struggling to meet their educational needs. Today, as leaders from the General Assembly to business and industry to professional and family advocacy organizations have called critical attention to Connecticut's academic achievement gaps, SERC helps link policy with application in the classroom.

We have successfully galvanized action on the individual school and district levels for reforms that improve outcomes for the student population. The Connecticut Parent Information and Resource Center (CT PIRC), which operates under SERC, is recognized as a statewide leader in leveraging efforts to foster parental involvement—universally recognized as one of the key factors for predicting a student's success in school.

Our aspiration that all Connecticut students succeed is rooted in our far-reaching technical assistance and other professional development for schools and school districts. SERC's comprehensive approach to training goes beyond the traditional professional development model of taking theory to practice; we include theory combined with demonstration, combined with practice, combined with feedback, and combined with coaching. Through this combination, educators not only gain knowledge and skills but also transfer their training to the school and classroom, thereby improving student achievement.¹

¹See:

Joyce, B. R. & Showers, B. Student achievement through staff development (3rd ed.). (2002). Alexandria, VA: ASCD.
Learning Forward. Standards for professional development (draft). (2011). <http://www.learningforward.org/standards/draftstandards2011.pdf>.

Professional DEVELOPMENT

**“This is the best conference
I have been to in my
eight years of teaching.”**

- Participant in SERC literacy session

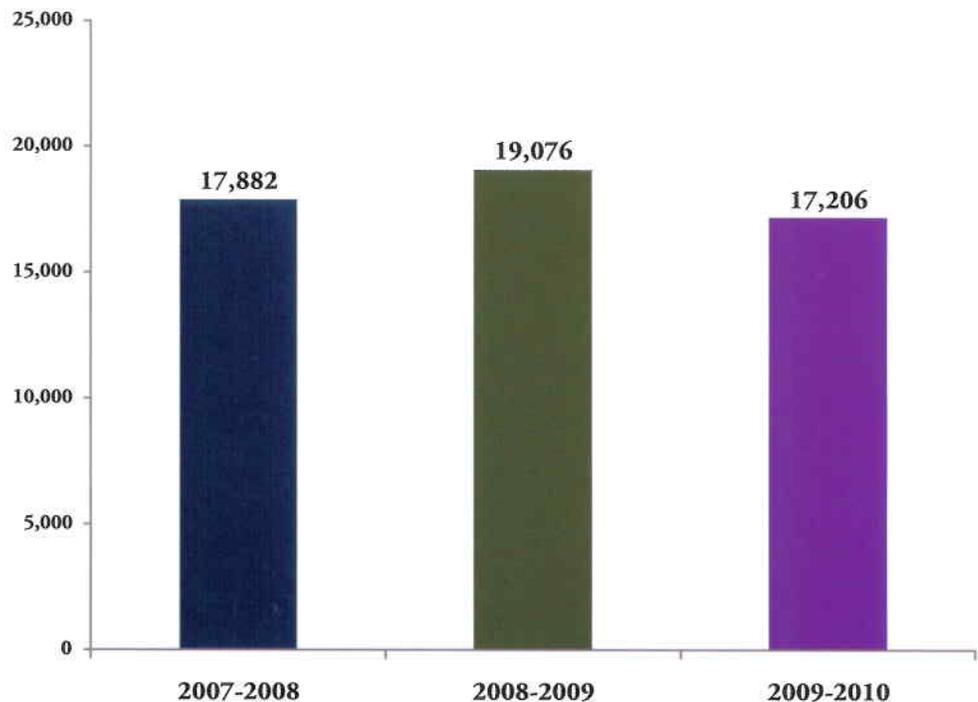
SERC professional development covers a range of services available to schools, districts, families, and many others from the community, from job-embedded on-site technical assistance to workshops held at SERC to large-scale conferences attracting national experts. We invite participants from a range of backgrounds, both inside and outside of a school setting, recognizing all who have a stake in student achievement: community agency leaders, college and university professors, family members, and students themselves.

36,341

TOTAL INDIVIDUALS SERVED

Total includes participants in professional development sessions, school/district staff assisted on-site, and library patrons.

Number of participants in statewide professional development



Over the last three years, SERC has had a steady number of participants in professional development “statewide” sessions (available to individuals from any city or town). We even had a slight “bump” in demand in 2008-2009, despite economic conditions straining school and district budgets.

TOTALS, 2009-2010

PROFESSIONAL DEVELOPMENT (PD)

Including Technical Assistance (TA)

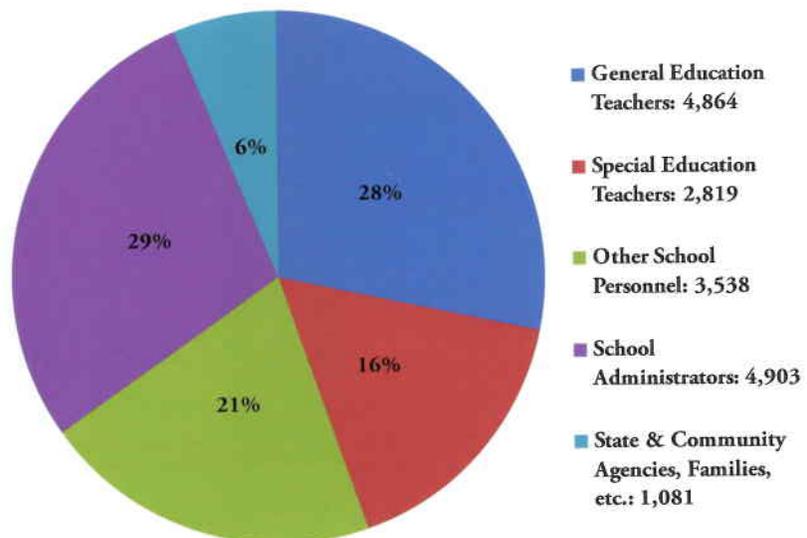
Total Attendance at Statewide PD = 17,206

District Participants in TA = 12,481

Training Opportunities and TA Visits = 1,436



Participants in statewide professional development by role



A Focus on RESULTS

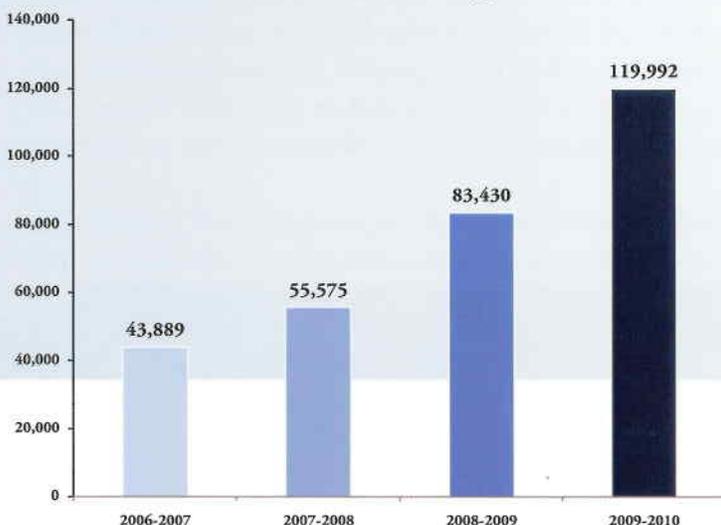
SERC, mirroring the efforts of the Connecticut State Department of Education (CSDE), has used results-based accountability (RBA)² to drive decisions and priorities in its programming. The process ensures that professional development has an impact on student learning, measured by three impact questions:

- (1) What did we do?
- (2) How well did we do it?
- (3) Were educators, students, and/or family members better off because of it?

What did we do?

Our professional development reached the entire state. In 2009-2010, SERC served virtually all of Connecticut's 169 cities and towns through our technical assistance, workshops, and conferences. In addition, we disseminated more than 16,000 professional development catalogs statewide, as well as nearly 12,000 additional resources by request and thousands more at various meetings and events.

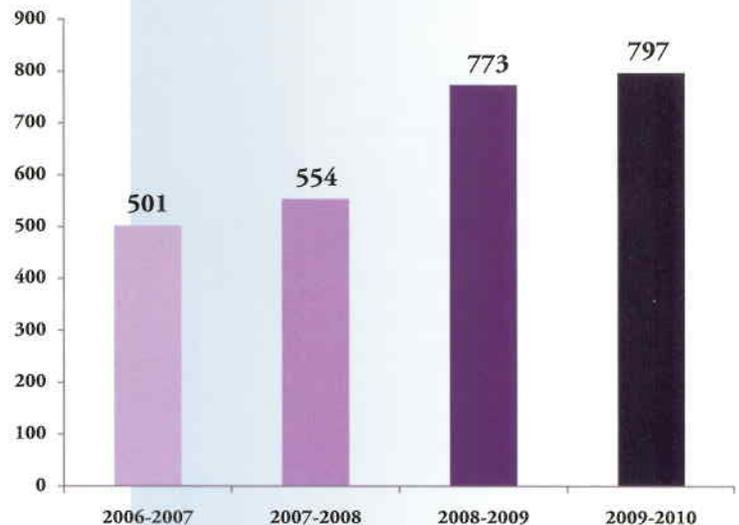
Visits to ctserc.org



We also expanded our professional development beyond Connecticut through steady growth of our Web presence. Over the past four school years, annual visits to ctserc.org have increased by 173 percent. The percent of Web site visits increased 50 percent from school year 2007-2008 to school year 2008-2009 after our site was completely redesigned.

SERC tracks the number of Web sites that link to ctserc.org to determine our site's usefulness to external constituents and organizations. Since 2006-2007, the number of such Web sites has increased by 59 percent.

Web sites referring to ctserc.org



² See Friedman, M. (2005). *Trying hard is not good enough: How to produce measurable improvements for customers and communities*. Santa Fe, NM: FPSI Publishing.

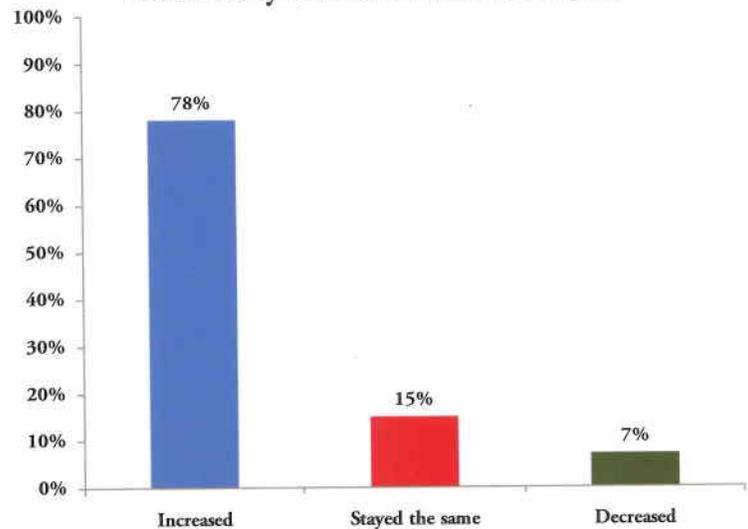
How well did we do it?

SERC uses evaluations at the end of professional development sessions to determine how much participants gain knowledge and understanding from the material presented. Overall, the evaluations show a high satisfaction rate, averaging over 90 percent, for the entire range of professional development that SERC offers.

For one particular workshop, the evaluation gauged the ability of participants to use secondary transition assessments to drive/inform the transition planning process for students moving from high school to college or employment. It measured the participants' perceived knowledge and understanding on a 10-point rating scale, with 10 representing the highest level of knowledge. At the beginning of the professional development, the mean score for the sample was 4.94; at the end, the mean score was 6.92, a statistically significant gain.

Furthermore, a majority (78 percent) of the participants had a higher mean score at post-testing (see graph at right). Just 15 percent had no change in scores from pre to post-testing. A minority (7 percent) had a lower score at post-testing, and suggested in their additional comments that they had overestimated their initial knowledge; until they received the professional development, they "didn't know what they didn't know."

Participants' reported knowledge regarding secondary transition assessments



Were educators, students, and/or family members better off because of it?

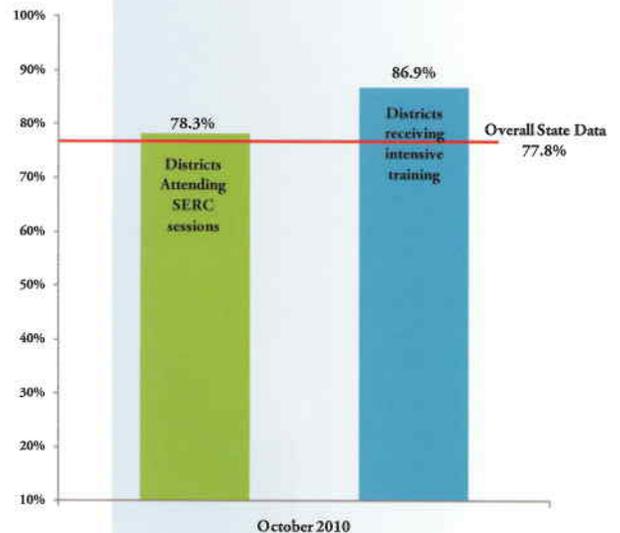
SERC's comprehensive theory/demonstration/practice/feedback/coaching model has been critical for achieving the most visible measures of success, such as a successful transition from high school to college or employment.

Indicator 13 of the State Performance Plan (SPP) for special education is used to gauge the percent of youth, age 16 and older, with an individualized education program (IEP) that includes coordinated, measurable, annual goals and transition services that will reasonably enable the student to meet postsecondary goals. The goal for all districts in Connecticut is to reach a 100 percent compliance rate for Indicator 13. SERC, in conjunction with the CSDE, has developed both statewide and in-district professional development sessions to support districts with developing IEPs that are compliant with the Indicator 13 requirements.

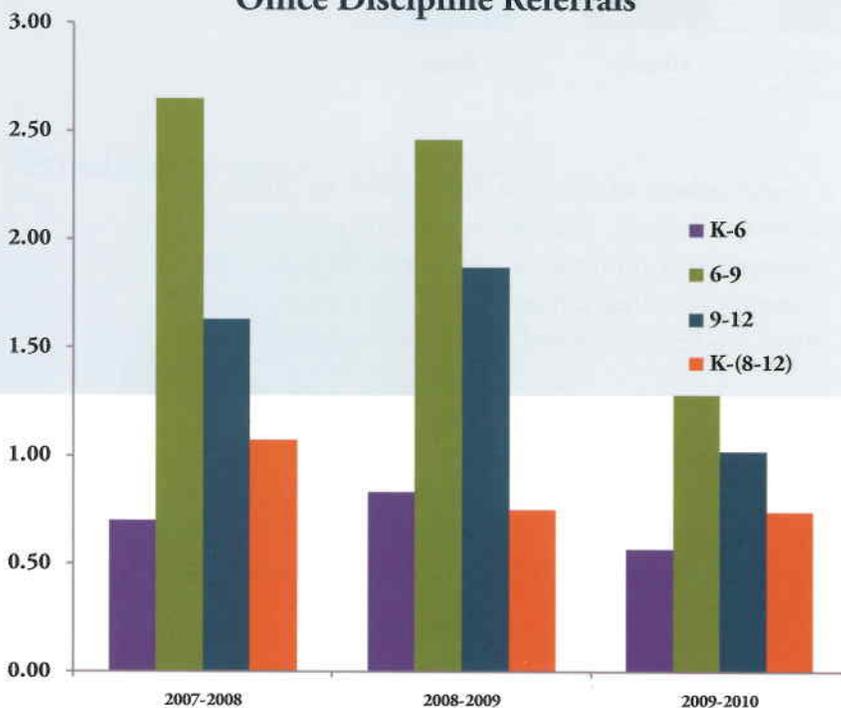
The 2010 data shown in the above graph represents overall state compliance with Indicator 13, the compliance rate for those districts that attended at least one of SERC's statewide transition sessions, and the compliance rate for districts that had more intensive training from SERC. This involved in-district professional development along with four to five days of follow-up technical assistance during the 2009-2010 school year. TA sessions focused on small group meetings to reinforce professional development outcomes and assist district professionals with compliance.

This training has helped not just district professionals. Nearly one-quarter of participants in SERC transition sessions are parents and other family members, who gained the tools and knowledge to help them advocate for their children.

Indicator 13 compliance



Office Discipline Referrals



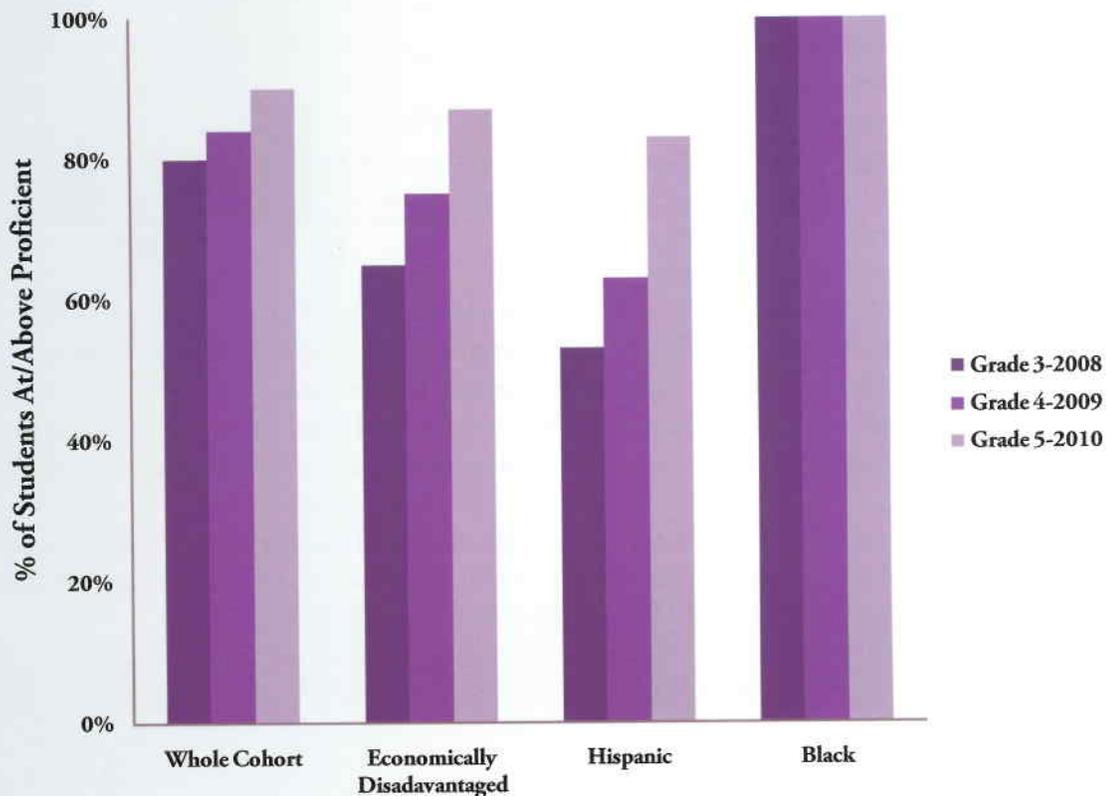
As of 2009-2010, a collaborative program between SERC and the University of Connecticut's Center for Behavioral Education and Research has trained 20 percent of Connecticut's public schools in Positive Behavioral Interventions and Supports (PBIS).

After PBIS training, office discipline referrals dropped dramatically in schools implementing PBIS (see graph at left) with fidelity.

*Were educators, students,
and/or family members
better off because of it? (cont.)*

SERC has worked with several schools on improving literacy instruction. Students subsequently made marked progress on assessments and Connecticut Mastery Test (CMT) scores. The Bowers Elementary School in Manchester effectively closed the achievement gap among students of color, economically disadvantaged students, and students as a whole.

Bowers School CMT Reading, 2008-2010



The chart above shows growth for a single cohort of students from 2008 to 2010, in third through fifth grade at Bowers Elementary School. These years coincide with Bowers' participation in SERC's Analyzing Literacy Data professional development series. The chart shows that students who are economically disadvantaged and/or Hispanic made 10- to 15- point gains on the CMT. Black students remained at 100 percent proficiency for all three years.

This success did not happen from targeting just literacy performance. SERC has worked closely with Manchester Schools on a number of improvement measures, and the district has embraced efforts to work toward equity in all areas of education. Results such as these reflect the need for coherence among professional development programs and the strong relationships SERC builds with districts over time.

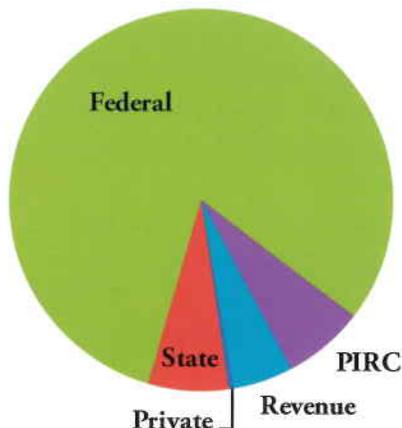
SERC Financials

	Year Ending June 30, 2010	Year Ending June 30, 2009	Year Ending June 30, 2008
Funding Sources			
*Federal Funds	\$9,340,944	\$8,726,094	\$8,906,972
**State Funds	287,509	1,306,431	1,427,613
CT PIRC	688,529	709,362	688,622
Private Grants	53,862	157,678	70,000
Additional Revenue through LEAs/Contracts	496,446	92,129	350,419
Total Operating Support and Revenue	\$10,867,290	\$10,991,694	\$11,443,626
Expenses, Including 6.75% Indirect Costs to Fiscal Agent			
Personnel	\$5,654,601	\$5,114,505	\$4,479,420
Employee Benefits	1,488,311	1,336,880	1,131,833
Program/Inservice	1,487,311	2,777,826	3,144,101
Other Technical Services	180,612	21,677	26,733
Audit	20,000	25,353	21,350
Communications	87,809	106,891	145,512
Travel	14,330	20,554	10,457
Other Professional/Technical Services	363,742	783,874	457,646
Media Supplies	57,085	92,824	53,311
Administrative Supplies	6,835	15,620	21,752
Library	90,905	108,282	108,341
Equipment (Non-Capitalized)	101,939	140,066	225,441
Rent and Other Facility Expenses	102,521	116,909	172,631
Total Operating Expenses	\$9,656,001	\$10,661,261	\$9,998,528

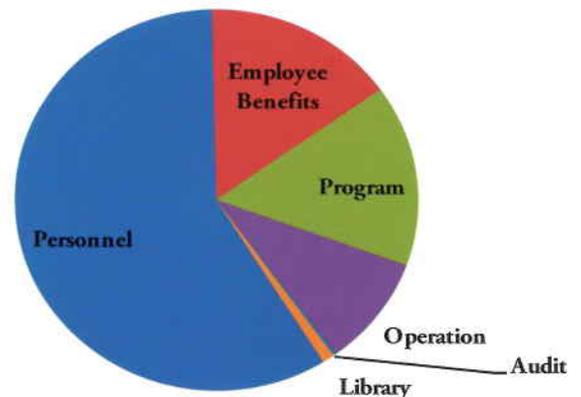
*Unexpended federal funding carries over to the next fiscal year.

**Unexpended state funding is returned to the state agency.

Funding Sources as of 6/30/10



Expenses as of 6/30/10



The SERC Library



SERC began as a teacher center at St. Joseph's College more than 40 years ago. Today, the SERC Library remains open to the public and is centrally located at SERC headquarters in Middletown. It includes an abundant collection of research, reference, and other materials and resources related to education.

In 2009-2010, SERC Library patrons checked out a total of 8,749 resources, and the Library added 450 new resources to its collection of more than 10,000 materials (including books, instructional materials, tests, journals, online databases, a DVD and video collection, CD-ROM programs, and young people's disability awareness literature). That same year, the Library also:

- hosted **6,654** visitors and welcomed **798** new Library members;
- held **14** formal overviews for university/college classes, providing **196** people with a tour of the facility and information about SERC Library membership and services;
- held three to four **webinars** each month on various current education-related topics and presented by a variety of educational organizations; and
- hosted free events for **children and families** focused on literacy and other topics.

“For more than 25 years, as a student, an educator, and now a professor, I’ve relied on the SERC Library’s resources to improve my practices. My students consistently comment on how valuable the Library is and how helpful all of you are.”

- Longtime patron



All about CT PIRC



SERC has operated the Connecticut Parent Information and Resource Center (CT PIRC) under a federal grant since the 2006-2007 fiscal year.

CT PIRC is guided by the belief that families of all backgrounds have strengths and that their voice in Connecticut education is one that must be sought, respected, and valued. To work toward this vision, CT PIRC partners with families, school districts, and community partners to ensure that:

- 1) families have access to all educational reform decisions that affect their children's success;
- 2) families become collaborative partners within the decision-making process; and
- 3) educational systems acknowledge the valuable contributions made by families.



Like SERC, CT PIRC provides technical assistance to schools and school districts. Connecticut School-Family-Community Partnerships (SFCP), a project led by the CSDE, SERC, and CT PIRC, helps

districts form SFCP Action Teams to promote family engagement and the positive impact of school-family-community partnerships on student learning.

Other professional development opportunities from CT PIRC include family literacy programs and informational sessions on the Elementary and Secondary Education Act (ESEA). In addition, CT PIRC operates a toll-free line for those seeking additional information and services and disseminates information for families statewide.

Impact of professional development from CT PIRC:

95%+ of parents report learning new information and strategies for becoming involved in their child's education

95%+ of educators report learning new information and strategies for engaging parents around student achievement

89% of parents in Raising Readers clubs report reading more to their child as a result of the program

79% of educators report increasing their interaction and communication with parents

CT PIRC's Annual Faith, Families & Schools conference provides faith and worship leaders, educators, families, and others the opportunity to share ideas about practices that help families support student learning.



More than 89 percent of participants rated the conference as "high" or of "exceptional" quality and "very" or "extremely" useful.



Our MEMBERS

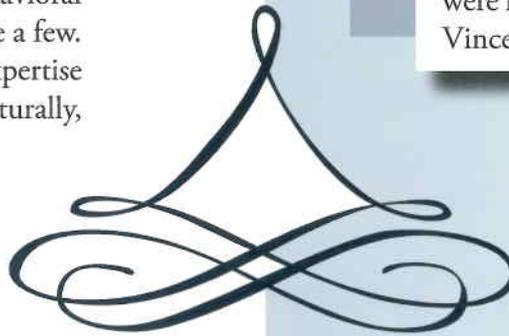
In 2005, SERC launched a new system of tracking individuals using SERC professional development and resources, assigning a membership number to each person. More than 5,000 membership numbers were issued in the first year. Membership has increased steadily since then, as the chart on this page demonstrates. All who register for SERC conferences and workshops and access other services become SERC members.



Our STAFF *Our* STRENGTH

The SERC staff includes former teachers, principals, and other professionals serving children from preschool through high school and beyond. Our diverse backgrounds also range from psychology to business to health care to law, and our training and technical assistance spans teaching and learning, technology in education, special education, culturally relevant pedagogy, and positive behavioral interventions and supports, to name a few. SERC staff bring a wide variety of expertise and experience and are racially, culturally, and linguistically diverse.

Our staff contribute to the community at large. In February 2010, for example, SERC donated proceeds from a silent auction to the Middlesex County chapter of the American Red Cross. During Library Week, patrons of the SERC Library were asked to provide canned and boxed goods in lieu of paying overdue fines. These items were later donated to the food pantry at St. Vincent de Paul in Middletown.



Marianne Kirner, Ph.D., *Executive Director*

"I would like to thank the educators, the administrators, the families, the school districts, and the school district personnel who access our services. They keep us on our toes, constantly helping us to look inward to improve our programming. I also would like to thank the leadership at the Connecticut State Department of Education. It's their ongoing support, work, and collaboration with SERC that make 40 years possible. On a personal note, it's important to me to thank the SERC staff. They are the best, bar none! I'm very proud to be their director and to work with such a fantastic group of people."





SERC EQUITY. EXCELLENCE. EDUCATION.



www.ctserc.org

2009-2010 PRIMARY PARTNERS



include the **Connecticut State Department of Education** as well as:

America's Promise Alliance
Board of Education and Services for the Blind
Center for Applied Special Technology
Center for Behavioral Education and Research, University of Connecticut
Commission on the Deaf and the Hearing Impaired
Connecticut Association of Schools
Connecticut Center for School Change
Connecticut Commission on Children
Connecticut Department of Developmental Disabilities, Birth to Three Program
Connecticut Department of Public Health
Connecticut Department of Social Services, Bureau of Rehabilitation Services – Connect-Ability
Connecticut Parent Advocacy Center
Connecticut Parent Teacher Association
Connecticut Parents as Teachers
Emily Hall Tremaine Foundation
Infoline
OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports
RESC Alliance
William Casper Graustein Memorial Fund

and...

Connecticut districts, schools, educators, family members, students, and faith and community leaders



State Education Resource Center
25 Industrial Park Road ♦ Middletown, CT 06457-1516
860-632-1485