

New Haven Public Schools

Administrative Offices
Gateway Center
54 Meadow St.
New Haven, CT 06519



April 1, 2014

Robert Moser
Amplify Education Inc.
55 Washington Street, Suite 900
Brooklyn, NY 11201

Dear Mr. Moser:

Enclosed is your signed copy of Agreement No. 96137293, which was approved by the New Haven Board of Education on March 24, 2014. Please reference this Agreement No. 96137293 on all future correspondence and/or invoices.

When submitting invoices for payment be sure to provide a complete description of services rendered including date, place and times.

The funding source for this agreement comes from the Empowered Effective Educators Grant. Please make sure that all services are applicable to this funding source.

If you have any questions pertaining to the required services, contact Imma Canelli at 203-691-2686.

If you have any questions regarding payment status please call Simret Crimley at 203-946-5163.

Sincerely,

A handwritten signature in cursive script that reads 'Derricka Suggs-Wilkes'. The signature is written in black ink and is positioned above the printed name.

Derricka Suggs-Wilkes
Administrative Assistant

DW enc.1

cc: Michelle Sherban Kline
Justin Boucher

RECEIVED APR 08 2014

AGREEMENT NO 96137293

AGREEMENT
By And Between
The New Haven Board of Education
AND
Amplify Education, Inc.

FOR DEPARTMENT/PROGRAM:

Empowered Effective Educators (e³)

This agreement entered into on the 24th day of March 2014, effective the 24th day of March 2014, by and between the New Haven Board of Education (herein referred to as the "Board") and, Amplify Education, Inc. located at 55 Washington St. Ste 900, Brooklyn, NY 11201 (herein referred to as the "Contractor" or "Amplify").

SCOPE OF SERVICE:

The Contractor will work with New Haven Public Schools (NHPS) to collect district-wide resource audit data, provide School by Design ("SxD") audit reporting for up to 12 "pilot" schools, and four days of professional development.

1. Consulting Services:

Total Consulting Services Price: \$60,000

250 total hours of work to support data extraction, cleaning, and import. Up to 40 hours of this work will be conducted on-site at NHPS, with the rest conducted remotely

2. Software License Fees:

Total Software License Fee: \$24,000

Software license fees are based on: Individual access for 12 schools and one district. The License fee includes access for up to sixty (60) users across the schools, and fifteen (15) district staff.

3. Technical Assistance Training:

Total Training Price: \$10,000

Contractor will provide up to four days of on-site training and coaching for the NHPS pilot schools and district staff.

Scope of Work further detailed in the attached Statement of Work.

Compensation: The Board shall pay the contractor for the services and license fees detailed in the SOW pursuant to the timeline of payments in the SOW. The hourly rate for Consulting Services is \$240/ hour. The daily rate for Technical Assistance Training is \$2500/day. The maximum amount the contractor shall be paid under this agreement: Ninety four thousand dollars (\$94,000).

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by **Empowered Effective Educators Program** of the New Haven Board of Education, **Account Number:** 2544-6137-56694

This agreement shall remain in effect from March 24, 2014 to June 30, 2014.

Statement of Work

1. **Project Title:** New Haven Public Schools – School by Design Resource Audit
2. **Responsible Project Managers:** Jack Shaw, Senior Consultant
3. **Work Description:** Work with New Haven Public Schools (NHPS) to collect district-wide resource audit data, provide School by Design (“SxD”) audit reporting for up to 12 “pilot” schools, and four days of professional development.
4. **Consulting Services:** Amplify will provide project management support throughout the engagement, and dedicate up to two-hundred fifty (250) total hours of work to support data extraction, cleaning, and import. Up to 40 hours of this work will be conducted on-site at NHPS, with the rest conducted remotely. Amplify will also lead on-site audit training using the SxD software as described below.
 - a) Data Extraction, Cleansing, Import: Amplify will work with key NHPS staff to facilitate timely data collection in four stages:
 - **Kickoff and planning:** meet with NHPS to identify key points of contact and source systems, establish a mutually agreed upon implementation plan, describe SxD data requirements, and identify source systems. The kickoff meeting will identify coverage (does NHPS have ready access to the requested information?) and access/responsibility (who is best equipped to help extract it from source systems?).
 - **Data collection:** Embed Amplify staff in the district to work directly with NHPS staff to understand existing data structures, and help extract data across various source systems, and begin transformation work.
 - **Clarification and cleansing:** An iterative process between Amplify and district staff to clarify data extracts and transform them into standardized SxD import format.
 - **Import data into SxD:** Import district data into SxD.
 - b) Technical Assistance Training/Consulting: Amplify will provide up to four days of on-site training and coaching for the NHPS pilot schools and district staff. Two of these days will be dedicated to the SxD audit workshop that explores and analyzes district and individual school audit reports to help answer the question “What is?” In the audit, district and school teams will understand how staff, students, courses, and time interact with each other to shape the teaching and learning environment. Workshop attendees ideally include district and school leadership in addition to school-level teams (instructional leaders, coaches, etc.).
5. **Outside of Scope:** School-specific design scenarios will *not* be developed for participating schools. While every effort will be made to help individual schools translate audit data to their local context/resourcing, the amount of preparation work necessary to create and finalize specific scenario alternatives for EACH school is beyond the scope of this project.

6. **Assumptions:** The work outlined in this SoW is predicated on the following key assumptions. Deviations from these assumptions will be handled through a mutually agreed to change management process.
- a. Data cleansing will be limited to transforming NHPS data into the necessary format for use by the SxD software. Amplify will not be responsible for the accuracy, integrity or quality of the data provided by NHPS.
 - b. Key NHPS staff will be available as necessary to coordinate and complete data extraction and cleaning. They will have the appropriate skills to perform these tasks along a mutually agreed to schedule.
 - c. NHPS will provide data required for delivery of the services and software in a timely manner, and in a format specified by Amplify.
 - d. NHPS will handle all logistics for any professional development workshops (identify mutually agreeable dates, and provide facilities with sufficient internet access) and NHPS staff will be available for group-training sessions on mutually agreed upon dates.
 - e. Audit software features will be activated for use by NHPS as they are available.
 - f. Payment terms are Net 30 days.

1. **Term of SoW:** March 17, 2013-June 30, 2014

2. **Implementation Plan:**

- Data extraction and cleaning: March 17 2014-April 30, 2014
- Technical Assistance Workshops: TBD

3. **Price**

a. **Consulting Services:**

Total Consulting Services Price: \$60,000

Payment Schedule:

- \$30,000 invoiced in April 2014
- \$30,000 invoiced in May 2014

b. **Software License Fees:**

Total Software License Fee: \$24,000

Software license fees are based on: Individual access for 12 schools and one district. The License fee includes access for up to sixty (60) users across the schools, and fifteen (15) district staff.

Payment Schedule:

- \$24,000 when the SxD audit functionality is activated for NHPS.

c. Technical Assistance Training:

Total Training Price: \$10,000

Payment Schedule:

- Training fees (including travel, materials, and labor) invoiced at the end of the month when training is provided.

4. Terms and Conditions:

The SxD standard terms and conditions (attached as Exhibit A) will govern to the scope of work as set forth above.

Exhibit A

Amplify Standard Terms & Conditions

- 1. Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, order form or renewal letter associated with this purchase (the "Quote") and these Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the following products or services, as specified on the Quote: assessment software and content, digital and print curriculum and instructional materials, hardware devices, and professional development materials and services (collectively, the "Products").
- 2. License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school(s), whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's standard end user license agreement, in addition to the terms and conditions of this Agreement.
- 3. Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school(s). Further, Customer shall not, except as expressly authorized or directed by Amplify: (i) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (ii) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (iii) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Product; (iv) rent, lease or lend the Products or use the Products for the benefit of any third party; (v) avoid, circumvent or disable any security device, procedure, protocol or mechanism in the Product; or (vi) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby does assign, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or a U.S. Government contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (with respect to the Department of Defense and their contractors) or 48 CFR 12.212 (with respect to all other U.S. Government licensees and their contractors).
- 4. Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
- 5. Payments.** In consideration of the Products provided hereunder, Customer will pay to Amplify the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides Amplify with a then-current tax exemption certificate in advance of (as applicable) the delivery, license or performance of any Product. Products are deemed accepted by Customer upon receipt.
- 6. Account Information.** For subscription Products, the authentication of Authorized Users with regard to access and use of those Products is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.
- 7. Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided and/or will provide to Customer and its Authorized Users certain sensitive and/or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in the strictest confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is as of the time of its disclosure or thereafter becomes publicly available through no fault of the Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.
- 8. Student Data.** Amplify understands and agrees that Customer is subject to federal and local rules relating to the protection of personally identifiable information ("PII") of students and parents, including the Family Educational Rights and Privacy Act ("FERPA"). Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or other applicable laws relating to PII. The parties acknowledge that that this engagement constitutes a study under FERPA (the "Study") for or on behalf of Customer in order to allow educators to instruct, monitor and assess students and their educational progress (the "Purpose"). The scope and duration of the Study will be as set forth on the Quote. For research and development purposes, whether or not related to the Study, Amplify may use internally or share with researchers non-PII data collected hereunder, including data that has been de-identified in accordance with FERPA. In addition, Customer and Amplify will cooperate from time to time to obtain appropriate permissions to use de-identified student work as samples for training materials and other legitimate purposes.

9. Customer Content and Data. Customer represents, warrants and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content and other materials provided to or collected by Amplify on behalf of Customer and/or its Authorized Users using the Products or otherwise in connection with this Agreement ("*Customer Materials*"), and that Amplify has the right to use such Customer Materials as contemplated hereunder. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality and safety of such Customer Materials.

10. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES. THIS AGREEMENT DOES NOT CREATE ANY RELATIONSHIP BETWEEN CUSTOMER AND ANY PROVIDER OF THIRD PARTY CONTENT AND SOFTWARE, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY AMPLIFY WITH RESPECT TO ANY THIRD PARTY CONTENT OR SOFTWARE.

11. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES ANY APPLICABLE LAW OR REGULATION.

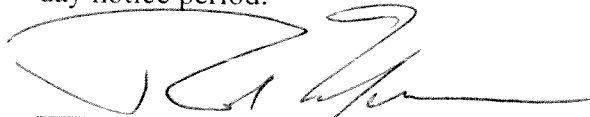
12. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of Amplify and Customer. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User of Customer) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice of such breach. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed in writing by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay Amplify any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless such fees were paid in advance for services not yet rendered at the time of termination, provided however that Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

13. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network.

HOLD HARMLESS

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement; provided that neither party shall be liable for (a) any indirect or consequential loss, damage, and/or expense, including economic loss or loss of profit, or loss of data or goodwill, (b) any amounts in excess of the fees actually paid to Amplify pursuant to this Agreement, provided that these limitations do not apply to breaches of confidentiality obligations or intellectual property representations.

The Board may cancel this agreement if Amplify materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within thirty (30) days' written notice of such breach sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.



Contractor Signature

3/6/14

Date



Dr. Carlos Torre, President
New Haven Board of Education

3/24/14

Date

ROBERT NOSER
Contractor Name Printed or Typed

13-4125483
Federal I.D. or Social Security Number

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES
200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

JOHN DeSTEFANO, JR.
Mayor



Michael V. Fumiatti
Purchasing Agent

DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	Amplify Education, Inc.
VENDOR ADDRESS	55 Washington Street, Suite 900, Brooklyn, NY 11201
TELEPHONE /FAX	212-796-2200
CONTACT/E-MAIL ADDRESS	RMOSEY@AMPLIFY.COM
SOLICITATION TITLE	
SOLICITATION NUMBER	

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of NEW YORK County of KINGS Ss.

Limyway Reilly
(type or print your name above)

being first duly sworn, deposes and says that:

1. I am owner, partner, officer representative, agent or _____ of: AMPLIFY EDUCATION, INC.
(circle one) Company Name (if individual type your name)
2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
3. That as a person desiring to contract with the City (check all that apply): SEE ATTACHMENT
 - The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
 - Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
 - The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. **The agreement shall be attached, and incorporated herein by reference.**

FOR CITY OF NEW HAVEN USE ONLY:

TAX COLLECTOR CERTIFICATION AS TO THE CONTRACTOR:	ASSESSOR CERTIFICATION AS TO THE CONTRACTOR:
<input checked="" type="checkbox"/> NO BACK TAXES OWED	___ CURRENT LIST OF TAXABLE PROPERTY FILED
___ BACK TAXES W/CURRENT AGREEMENT	<input checked="" type="checkbox"/> CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
___ BACK TAXES W/DEFAULT AGREEMENT	
AS TO ALL AFFILIATES:	AS TO ALL AFFILIATES:
___ NO AFFILIATES LISTED	<input checked="" type="checkbox"/> NO AFFILIATES LISTED
___ NO BACK TAXES OWED	___ CURRENT LIST OF TAXABLE PROPERTY FILED
___ BACK TAXES W/CURRENT AGREEMENT	___ CURRENT LIST OF TAXABLE PROPERTY NOT REQUIRED
___ BACK TAXES W/DEFAULT AGREEMENT	
<input checked="" type="checkbox"/> OK TO PROCESS AGREEMENT	<input checked="" type="checkbox"/> OK TO PROCESS AGREEMENT
BY: <u><i>Alley</i></u> TAX COLLECTOR	BY: <u><i>BT</i></u> RECEIVED ASSESSOR MAR 12 2014
	ASSESSORS

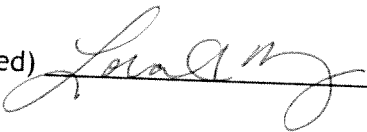
VENDOR NAME	<u><i>Amplify Education, Inc</i></u>
BID/AGREEMENT TITLE	
BID NUMBER	
DEPARTMENT	<u><i>Education</i></u>
DEPARTMENT CONTACT	
TELEPHONE	

	Amplify Insight
Sam Mehta	Chief Financial Officer
Scott Graham	Vice President, Support Services
Stephen Smyth	President, Amplify Access

Answer to Question 5a:

Contractor currently licenses its mCLASS® Beacon™ product to New Haven Public Schools.

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this attachment to the affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed)  NOTARY
 Title: _____

Subscribed and sworn to before me this 6th day of March, 2014.

NOTARY - Executive Assistant
 (Title)

My commission expires 8/27, 2015.